



# Board of Supervisors Operations Cluster Agenda Review Meeting

**DATE:** April 3, 2024

**TIME:** 2:00 p.m. – 4:00 p.m.

**MEETING CHAIR:** John Leonard, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Thomas Luscombe

**This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' March 19, 2024 order.**

To participate in this meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Room 374-A

To participate in this meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 439827168# or [Click here to join the meeting](#)

Teams Meeting ID: 261 988 418 429

Passcode: PDSfQN

Members of the Public may address the Operations Cluster on  
any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL  
\*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

## 1. CALL TO ORDER

## 2. GENERAL PUBLIC COMMENT

## 3. DISCUSSION ITEM(S):

### A) Board Letter:

APPROVE CONTRACT AMENDMENT NO. 1 WITH PUBLICIS SAPIENT  
CORPORATION FOR A CLIENT CASE MANAGEMENT SYSTEM  
APD/CIO - Jane Yang, Acting Chief Deputy for APD

B) Board Memo:  
NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT  
WITH DIGITAL FOUNDRY, LLC FOR VOTING SOLUTIONS FOR ALL PEOPLE  
(VSAP) SOFTWARE DEVELOPMENT AND SUPPORT SERVICES  
RRCC/CIO - Jerome Jordan, Assistant Registrar-Recorder/County Clerk and  
Aman Bhullar, Assistant Registrar-Recorder/County Clerk

C) Board Letter:  
FIVE-YEAR LEASE  
DEPARTMENT OF PUBLIC HEALTH  
12440 EAST IMPERIAL HIGHWAY, NORWALK  
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing

**4. PRESENTATION ITEM(S):**

None available.

**5. ADJOURNMENT**

**UPCOMING ITEM(S) FOR APRIL 10, 2024:**

- A) AD/CIO - ADVANCE NOTICE OF INTENT TO NEGOTIATE TERM EXTENSION  
WITH RTZ ASSOCIATES, INC.
- B) TTC - APPROVE SOLE SOURCE AMENDMENT TO CONTRACT NUMBER  
78807, INVESTMENT CUSTODY AND SECURITIES LENDING SERVICES  
CONTRACT, WITH CITIBANK, N.A.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

|   |  |   |
|---|--|---|
| <b>CLUSTER AGENDA REVIEW DATE</b>   | 4/3/2024   |   |
| <b>BOARD MEETING DATE</b>   | 4/23/2024  |   |
| <b>SUPERVISORIAL DISTRICT AFFECTED</b>  | <input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>   |   |
| <b>DEPARTMENT(S)</b>  | Alternate Public Defender (APD)  |   |
| <b>SUBJECT</b>  | Approve Contract Amendment No. 1 with Publicis Sapient Corporation for a Client Case Management System (CCMS)  |   |
| <b>PROGRAM</b>  | Case Management System   |   |
| <b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |   |
| <b>SOLE SOURCE CONTRACT</b>   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, please explain why: APD shares the same vendor used by the Public Defender for its Client Case management System.   |   |
| <b>DEADLINES/ TIME CONSTRAINTS</b>  | Timely approval of Amendment No. 1 is needed to keep intact the currently engaged vendor business and subject matter experts who have been working on the project since inception.   |   |
| <b>COST &amp; FUNDING</b>   | Total cost:<br>\$11,006,464.80   | Funding source:<br>Department's 2023-24 Final Adopted Budget. |
|   | TERMS (if applicable): 5 years from date of execution (unchanged)  |   |
|   | Explanation: Contract Amendment No. 1 increases the contract maximum sum by \$2,262,500 from \$8,743,964.80 to \$11,006,464.80.  |   |
| <b>PURPOSE OF REQUEST</b>   | Approval of Amendment No. 1 will increase the contract maximum sum enable the department to meet emerging needs for critical enhancements to its CCMS.   |   |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | On October 11, 2016, the Board of Supervisors approved a Juvenile Indigent Defense System Reforms Motion to expand the services of the APD to include juvenile defense. Through this motion, the Board directed the APD and Public Defender to implement a uniform integrated case management system for juvenile defense. This set in motion a larger scale project that resulted in the negotiated sole source contract with Publicis Sapient for the development and implementation of CCMS.                            |   |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, please explain how: The implementation of APD's CCMS will allow it to continue to provide responsive and effective counsel to its indigent clients.   |   |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, please state which one(s) and explain how: The contract and CCMS project support the County's Strategic Plan, North Star 2, Focus Area B: Care First, Jails Last, Strategy ii: Systems of Care and Support: Reduce the incarcerated population, depopulate and close Men's Central Jail, and expand the system of care and support in LA County to provide improved resources to and better meet the needs of justice-involved individuals. |   |
| <b>DEPARTMENTAL CONTACTS</b>  | Name, Title, Phone # & Email: Jane Yang, Acting Chief Deputy, (213) 974-0242, <a href="mailto:jyang@apd.lacounty.gov">jyang@apd.lacounty.gov</a><br>Jordan Yerian, Deputy Alternate Public Defender, (213) 974-6626, <a href="mailto:jyerian@apd.lacounty.gov">jyerian@apd.lacounty.gov</a>  |   |



Law Offices of the County of Los Angeles  
**ALTERNATE PUBLIC DEFENDER**

*Clara Shortridge Foltz Criminal Justice Center*  
210 West Temple Street, Suite 18-709, Los Angeles, CA 90012  
Telephone No. (213) 974-6626  
Fax No. (213) 626-3171

**ERIKA C. ANZOÁTEGUI**  
*Alternate Public Defender*

April 23, 2024

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

Dear Supervisors:

**APPROVE CONTRACT AMENDMENT NO. 1 WITH PUBLICIS SAPIENT  
CORPORATION FOR A CLIENT CASE MANAGEMENT SYSTEM  
(ALL DISTRICTS) (3-VOTES)**

**CIO RECOMMENDATION: APPROVE**

**SUBJECT**

The Law Offices of the Alternate Public Defender (APD) requests approval to amend existing contract 22-SAP with Publicis Sapient Corporation for a Client Case Management System, to increase the contract sum to add critical features to the Client Case Management System project, using projected savings in the APD Fiscal Year 2023-24 Final Adopted budget.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the APD, or her designee, to execute Amendment Number 1 (Attachment I) with Publicis Sapient Corporation to increase the contract maximum sum by \$2,262,500, from \$8,743,964.80 to \$11,006,464.80, update the various exhibits to add critical features to the Client Case Management System, and to update the Agreement terms and conditions.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 28, 2022, the Board of Supervisors approved a new sole source contract (Attachment II) with Public Sapient to replace its almost three decades old legacy case management system. For efficiency, the Board directed the APD to wait until the Public Defender (PD) finished Phase III of their Client Case Management System (CCMS) project to start its own implementation. In November 2022, APD started its implementation with the same vendor team utilized by the PD. Although the workflow for APD was significantly different due to conflict office needs, having the same PD vendor



team proved to be efficient for our implementation.

After extensive analysis APD developed Phase I to include all functionalities that were critically needed at go live. The go live date for Phase I is scheduled for April 2, 2024. Just a few months into Phase I development, the Superior Court Criminal Division announced that it was anticipating to go live with their new case management system, Odyssey, Spring of 2023. This caused a major setback to APD's implementation as it created a need for additional out of scope analysis and sprints to integrate with the new system versus the legacy court system. In collaboration with the PD, Publicis Sapient and APD project owners were able to finish integration testing to verify that the interaction between Odyssey and CCMS would contain no defects as it stands with Adult Criminal Cases. APD's CCMS will integrate with the Superior Court's Odyssey System on its go live date.

The purpose of the recommended actions listed above is to enable the department to meet emerging needs for critical enhancements, which are necessary to ensure project success. What is remarkable and worth keeping intact is this vendor team that was fully intact, including both business and technical subject matter experts from the PD implementation. Approval of these actions will enable the same team to transition to Phase II implementation and continue supporting the APD.

Nearly 40% of the cost associated with this additional request includes necessary Juvenile Odyssey development and design to fully integrate with the Superior Court's Juvenile Odyssey system which is tentatively scheduled to go live at the end of 2024. Phase II implementation also includes reports, dashboards, and statistics to track legislative changes, grant funding requirements, new programs, and other operational changes.

### **Implementation of Strategic Plan Goals**

The contract and CCMS project support the County's Strategic Plan, North Star 2, Focus Area B: Care First, Jails Last, Strategy ii: Systems of Care and Support: Reduce the incarcerated population, depopulate and close Men's Central Jail, and expand the system of care and support in LA County to provide improved resources to and better meet the needs of justice-involved individuals.

### **FISCAL IMPACT/FINANCING**

Funding for the requested Contract Amendment No. 1, which increases the contract maximum sum by \$2,262,500 from \$8,743,964.80 to \$11,006,464.80, has been identified, using projected expenditure savings in the APD Fiscal Year 2023-24 Final Adopted Budget.

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

On June 28, 2022, your Board approved a contract with Publicis Sapient for a term of five

(5) years and a maximum contract sum of \$8,743,964.90 (Attachment II) for CCMS development and implementation services.

CCMS is based on a Software-as-a-Service and Platform-as-a-Service model that provides for a secure and robust cloud-based legal case management solution residing on a cloud-based platform maintained and supported by Salesforce.

CCMS was funded to modernize and consolidate the department's three legacy systems and databases, to create a system that is easily accessible from anywhere and to establish a comprehensive indigent defense data repository to run real time analytics that will guide decisions for resource allocation, program effectiveness, and future policy proposals. By streamlining business processes in CCMS, attorneys, and support staff can devote more time to case preparation.

For efficiency, the Board directed APD to wait until the PD finished Phase III of their CCMS. The APD CCMS Phase I Rollout Adult System, which comprises of Adult-Felony, Adult-Misdemeanor, and Mental Health case related modules, features, and functionalities is scheduled to go live on April 2, 2024.

During the CCMS roll out, millions of documents were migrated into CCMS delivering immediate efficiencies and value to the County. The department also implemented several enhancements to CCMS to align with business needs, including the following:

- Enhanced Work Request workflow and collaboration between team members.
- Streamlined event management and calendaring.
- Revamped case tracking and case notes to enable more collaborative efforts with defense teams.
- Enhanced Client Assessments and Intake process
- Enhanced Reports and Dashboards providing vital information in real time.
- Complete Superior Court Odyssey Adult Design Solution for immediate integration at go live.
- The integration of the Box.com new Enterprise Content Management system enabling users to maintain a complete digital file of cases with the ability to upload case-related files including case documents and digital evidence, organize and save documents to CCMS.

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

The attached Amendment Number 1 and Attachments have been approved as to form by County Counsel.

## **CONTRACTING PROCESS**

On October 11, 2016, the Board of Supervisors adopted a motion entitled “Juvenile Indigent Defense Systems Reforms” to expand the services of the APD to include juvenile defense. The motion also directed APD and PD to implement a uniform integrated case management system for juvenile defense within 18 months of Board approval of a vendor. Consistent with the Board motion, APD negotiated a sole source contract with Publicis Sapient for the development and implementation of a new case management system.

Since June of 2022, APD has been in Phase I of implementation and will be on schedule to go live on April 2, 2024. During the implementation of Phase I, new internal business needs and additional integrations with the Superior Courts case management system have been determined to be mission critical, necessitating a Phase II implementation. As such, the following changes will be necessary for the health and success of this project.

| Deliverable                       | Functionality   | Cost        |
|-----------------------------------|---|-------------|
| Application Software Iteration 17 | Reports & Dashboards and Statistics   | \$275,000   |
| Application Software Iteration 18 | eSubpoena   | \$275,000   |
| Application Software Iteration 19 | Event Calendar and Nintex Documents   | \$275,000   |
| Application Software Iteration 20 | Work Requests + Security (Time Request)                                       | \$275,000   |
| Application Software Iteration 21 | Exela and eProbation Reports  | \$275,000   |
| Application Software Iteration 22 | Juvenile Odyssey Development  | \$275,000   |
| Application Software Iteration 23 | Juvenile Odyssey Development  | \$312,500   |
| Odyssey Juvenile Integration      | Odyssey Juvenile Design and Gap Analysis                                      | \$150,000   |
| Updated Documentation             | Updated Tech Design, Solution Design, Training Material and Operations Manual | \$75,000    |
| Project Close Out                 | 2 weeks of Post Go-Live Support and 100 Day Warranty                          | \$75,000    |
|                                   | TOTAL   | \$2,262,500 |

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

The approval of the Amendment with Publicis Sapient will increase operational efficiency and transparency by improving the ability to measure workload, allocate staff and resources, and provide staff case preparation tools to best achieve the Alternate Public Defender’s mission and vision. This additional project will not impact any other project that is currently in place.

**CONCLUSION**

Upon your Board's approval, please return one adopted copy of this board letter to Alternate Public Defender, Bureau of Administrative Services.

Respectfully submitted,

Erika Anzoategui  
Alternate Public Defender

Peter Loo  
Chief Information Officer

Enclosures

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

DRAFT

**AMENDMENT NUMBER ONE  
TO CONTRACT NUMBER 22-SAP  
BY AND BETWEEN COUNTY OF LOS ANGELES  
AND SAPIENT CORPORATION  
FOR  
CLIENT CASE MANAGEMENT SYSTEM**

This Amendment Number One ("Amendment Number One") to Contract Number 22-SAP ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between County of Los Angeles, a political subdivision of the State of California ("County") and Sapient Corporation ("Contractor"). County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, the Agreement was originally entered into by and between County and Contractor and approved by the County's Board of Supervisors on June 28, 2022; and

WHEREAS, the County and Contractor wish to amend the Agreement to (i) restate Paragraph 8.1 (Maximum Contract Sum) to increase the maximum contract sum by \$2,262,500 from \$8,743,964.80 to a total of \$11,006,464.80, (ii) update Exhibit B (Pricing Schedule) to reflect this increase, (iii) to add additional scope to the scope of work as reflected in Attachment A.8 (Additional Work) hereto, and (iv) to make changes and add certain terms and conditions as required by the Board of Supervisors or the County's Chief Executive Office.

WHEREAS, this Amendment Number One is made pursuant to Paragraph 4.0 (Change Notices and Amendments) of the Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement, is hereby amended as follows:

1. Capitalized Terms; Paragraph References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, paragraph references in this Amendment Number One refer to paragraphs in the Agreement, as amended by this Amendment Number One.
2. Paragraph 8.1 (Maximum Contract Sum) is hereby deleted in its entirety and replaced with new Paragraph 8.1 (Maximum Contract Sum) in the Agreement in its entirety to read as follows:

**8.1 Maximum Contract Sum**

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other Work required or requested by County under this Agreement. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 2.4 (Approval of Work). If County does not approve any Work in writing, no payment shall be due Contractor for that Work. The Contract Sum,

including all applicable taxes, authorized by County hereunder shall not exceed Eleven Million, Six Thousand, Four Hundred Sixty Four Dollars and Eighty Cents (\$11,006,464.80), as further detailed in Exhibit B (Pricing Schedule), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 4 (Change Notices and Amendments). The Contract Sum under this Agreement shall provide for all authorized payments County may make to Contractor for any and all Work provided by Contractor under the Agreement, including all Solution components, System Implementation, System Maintenance, System Hosting, if any, and any Optional Work.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum, including the Pool Dollars expenditures, authorized for under this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Exhibit E (County Administration). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Agreement.

3. Exhibit B (Pricing Schedule) is hereby deleted in its entirety and replaced with a new Paragraph 8.1 (Pricing Schedule) attached to this Amendment Number One.
4. New Attachment A.8 (Additional Work) attached to this Amendment Number One is hereby incorporated into the Agreement and becomes Attachment A.8 (Additional Work) to Exhibit A (Statement of Work) and is part of the scope of work under Paragraph 4.0 (Change Notices and Amendments) of the Agreement.
5. Paragraph 80 (COVID-19 Vaccinations of County Contractor Personnel) is deleted in its entirety from the Agreement and is replaced with new Paragraph 80 (Compliance with County's Women in Technology Hiring Initiative) as follows:

**"80. COMPLIANCE WITH COUNTY'S WOMEN IN TECHNOLOGY HIRING INITIATIVE**

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: [WITProgram@isd.lacounty.gov](mailto:WITProgram@isd.lacounty.gov)."

6. Except as otherwise provided under this Amendment Number One, the Agreement, as previously amended, including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.
7. This Amendment Number One shall become effective as of the date identified in the recitals, which is the date upon which:

- 7.1 An authorized officer of Contractor has executed this Amendment Number One;
  - 7.2 Los Angeles County Counsel has approved this Amendment Number One as to form;
  - 7.3 The Alternate Public Defender has executed this Amendment Number One.
8. This Amendment Number One may be executed in one or more original, PDF or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

///  
///

DRAFT

**AMENDMENT NUMBER ONE  
TO CONTRACT NUMBER 22-SAP  
BY AND BETWEEN COUNTY OF LOS ANGELES  
AND SAPIENT CORPORATION  
FOR  
CLIENT CASE MANAGEMENT SYSTEM**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to be subscribed on its behalf by the Alternate Public Defender or designee and the Contractor has subscribed the same through its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

PUBLICIS CORPORATION

\_\_\_\_\_  
ERIKA C. ANZOATEGUI  
ALTERNATE PUBLIC DEFENDER

\_\_\_\_\_  
NAME:  
TITLE:

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
MICHAEL OWENS  
Senior Deputy County Counsel





**EXHIBIT B**  
**PRICING SCHEDULE**  
**FOR**  
**LOS ANGELES COUNTY ALTERNATE PUBLIC DEFENDER**  
**JUSTICE MANAGEMENT SYSTEM**

**APRIL 2024**

**TABLE OF CONTENTS**

|       |  |    |
|-------|--|----|
| 1.    | TOTAL PRICING.....                           | 2  |
| 1.1   | Contract Sum .....                           | 2  |
| 1.2   | One-Time Costs – Implementation Fees.....    | 3  |
| 1.2.1 | Application Development / Customization..... | 3  |
| 1.2.2 | Training.....                                | 3  |
| 2.    | RECURRING ANNUAL COSTS.....                  | 4  |
| 2.1   | Subscription Fees .....                      | 4  |
| 2.2   | Application Maintenance and Support.....     | 7  |
| 3.    | SYSTEM IMPLEMENTATION .....                  | 8  |
| 4.    | OPTIONAL WORK.....                           | 13 |
| 4.1   | Pool Dollars .....                           | 13 |
| 4.2   | Fixed Hourly Rate.....                       | 13 |

**LIST OF TABLES**

|  |    |
|--|----|
| Table 1: One-Time Implementation Fees .....                        | 3  |
| Table 2: Application Development / Customization .....             | 3  |
| Table 3: Training.....   | 3  |
| Table 4: Recurring Annual License / Subscription Fees .....        | 4  |
| Table 5: Recurring Annual Application Maintenance and Support..... | 7  |
| Table 6: Payment Schedule.....                                     | 8  |
| Table 7: Allocation for Pool Dollars.....                          | 13 |
| Table 8: Fixed Hourly Rate for Services .....                      | 14 |

## TOTAL PRICING

This Exhibit B (Pricing Schedule) sets forth the pricing and payment terms for the work to be provided by Contractor under the Agreement. Schedule B.1 (Optional Work Schedule) will document and track expenditure of Pool Dollars for Optional Work under the Agreement.

Notwithstanding the terms of the Agreement or Contractor's prior practice, payment is not contingent upon issuance of a purchase order, subject to any County approval as specified in the Agreement. All funding approvals required to issue payment have been obtained. The bill-to, ship-to addresses along with specific ordering information and amounts due under the Agreement are included herein or in other documents related hereto.

### 1.1 CONTRACT SUM; TOTAL FEES UNDER THE AGREEMENT

The Contract Sum shall be the maximum County obligation under the Agreement and shall include any and all amounts that may be paid by County to Contractor for the Work, required and optional, that may be provided by Contractor to County during the term of the Agreement. The Contract Sum, unless modified in accordance with the terms of the Agreement, including any and all sales tax amounts, if applicable, is set forth in Section 8.1 (Maximum Contract Sum) of the Agreement.

The maximum amount payable under the Agreement, unless modified in accordance with the terms of the Agreement, including any and all sales tax amounts is (\$11,006,464.80) and includes the following components:

| CONTRACT SUM<br>COMPONENTS   | AMOUNT                 |
|--|------------------------|
| Implementation Fees – fixed price amount   | \$6,240,615.00         |
| Subscription Fees – fixed price amount   | \$3,149,849.80         |
| Application Management Services for year 1 post-Final Acceptance – up to 2,080 hours at the Fixed Hourly Rate of \$200 per hour. | \$ 416,000.00          |
| Pool Dollars – for Term of Agreement   | \$ 1,200,000.00        |
| <b>TOTAL FEES EXHIBIT B</b>  | <b>\$11,006,464.80</b> |

Consistent with the provisions of Paragraph 10.3.1 (Source Code Escrow) of the Base Agreement, the deposit and maintenance of Source Code for Licensed Software in Source Code Escrow shall be at no cost to County. Consequently, the Implementation Fees and Subscription Fees identified above are inclusive of any and all fees and costs associated with Contractor's compliance with the Source Code Escrow requirements under the Agreement, including Paragraph 10.3 (Source Code for Licensed Software) of the Base Agreement.

## 1.2 ONE-TIME COSTS – IMPLEMENTATION FEES

Below is a summary of the pricing components of the Implementation Fees under the Agreement.

**Table 1: One-Time Implementation Fees**

| DESCRIPTION   | AMOUNT                |
|---|-----------------------|
| 1. Application Development / Customization – Total Cost in Table 2 below        | \$6,040,615.00        |
| 2. Training, including all materials (electronic) – Total Cost in Table 3 below | \$ 200,000.00         |
| <b>TOTAL IMPLEMENTATION FEES</b>  | <b>\$6,240,615.00</b> |

### 1.2.1 Application Development / Customization

Below are all costs for Application Modifications, including application development and customization, to be provided by Contractor as part of Implementation Services together with the installation, implementation and project management. The total amount is also included in Row 1 of Table 1.

**Table 2: Application Development / Customization**

| DESCRIPTION                                    | AMOUNT                |
|--|-----------------------|
| Sapient Professional Services (Original Scope) | \$5,128,002.00        |
| Data Migration Tools & Storage (9 months)      | \$21,600.00           |
| Box Professional Services                      | \$857,678.00          |
| Pulsar Professional Services                   | \$22,223.00           |
| LinkPoint Professional Services                | \$11,112.00           |
| <b>TOTAL COST</b>                              | <b>\$6,040,615.00</b> |

### 1.2.2 Training

Below are all costs for training to be provided by Contractor as part of Implementation Services. The total amount is also included in Row 2 of Table 1.

**Table 3: Training**

| DESCRIPTION            | AMOUNT               |
|------------------------|----------------------|
| Sapient Training Costs | \$ 200,000.00        |
| <b>TOTAL COST</b>      | <b>\$ 200,000.00</b> |

**RECURRING ANNUAL COSTS****1.3 SUBSCRIPTION FEES**

This Section specifies the allocated Annual Fees for Subscription Services as Subscription Fees or License Fees to be paid by County to Contractor during the term of the Agreement. All Subscription Fees will be coterminous with the License Years under the Agreement. For the final year of the Agreement, to the extent applicable, Contractor will prorate the applicable Maintenance Fees based on the number of days required to co-terminate System Maintenance with the expiration of the Agreement.

Contractor shall be entitled to payment of License Fees commencing upon the License Start Date through the term of the Agreement.

**Table 4: Recurring Annual License / Subscription Fees**

| Alternate Public Defender's Office - Carahsoft Q# 30329484 |        |              |        |              |        |              |        |              |        |              |
|--|--------|--------------|--------|--------------|--------|--------------|--------|--------------|--------|--------------|
| Vendor & Product Description                               | Year 1 |              | Year 2 |              | Year 3 |              | Year 4 |              | Year 5 |              |
|  | QTY    |              | QTY    |              | QTY    |              | QTY    |              | QTY    |              |
| <b><u>Salesforce .com</u></b>                              |        |              |        |              |        |              |        |              |        |              |
| Lightning Platform Plus                                    | 300    | \$174,375.00 | 300    | \$174,375.00 | 300    | \$174,375.00 | 300    | \$181,350.00 | 300    | \$188,604.00 |
| Lightning Platform (Admin)                                 | 6      | \$4,781.28   | 6      | \$4,781.28   | 6      | \$4,781.28   | 6      | \$4,972.53   | 6      | \$5,171.43   |
| Government Cloud Plus                                      | 1      | \$21,216.69  | 1      | \$21,216.69  | 1      | \$21,216.69  | 1      | \$22,065.36  | 1      | \$22,947.97  |
| Salesforce Shield  | 1      | \$53,746.88  | 1      | \$53,746.88  | 1      | \$53,746.88  | 1      | \$55,896.76  | 1      | \$58,132.63  |
| Data Storage (10GB)  | 1      | \$11,000.00  | 1      | \$11,000.00  | 1      | \$11,000.00  | 1      | \$11,440.00  | 1      | \$11,897.60  |
| Big Objects (50M)  | 2      | \$22,000.00  | 2      | \$22,000.00  | 2      | \$22,000.00  | 2      | \$22,880.00  | 2      | \$23,795.20  |

**EXHIBIT B – PRICING SCHEDULE**

|                            |     |                     |     |                     |     |                     |     |                     |     |                     |
|----------------------------|-----|---------------------|-----|---------------------|-----|---------------------|-----|---------------------|-----|---------------------|
| <b>Total Per Year</b>      |     | <b>\$287,119.85</b> |     | <b>\$287,119.85</b> |     | <b>\$287,119.85</b> |     | <b>\$298,604.60</b> |     | <b>\$310,548.78</b> |
| <b>Box, Inc.</b>           |     |                     |     |                     |     |                     |     |                     |     |                     |
| Digital Business II ELA    | 300 | \$101,475.00        | 300 | \$101,475.00        | 300 | \$101,475.00        | 300 | \$106,548.75        | 300 | \$111,876.19        |
| KeysafewithAWSKMS500       | 300 | \$24,970.50         | 300 | \$24,970.50         | 300 | \$24,970.50         | 300 | \$26,219.03         | 300 | \$27,529.98         |
| Premier Support            | 1   | \$3,745.58          | 1   | \$3,745.57          | 1   | \$3,745.57          | 1   | \$3,932.85          | 1   | \$4,129.49          |
| PlatformPremier            | 1   | \$304.42            | 1   | \$304.42            | 1   | \$304.42            | 1   | \$319.64            | 1   | \$335.62            |
| PlatformKeysafewithAWSKMS  | 1   | \$2,029.50          | 1   | \$2,029.50          | 1   | \$2,029.50          | 1   | \$2,130.98          | 1   | \$2,237.52          |
| <b>Total Per Year</b>      |     | <b>\$132,525.00</b> |     | <b>\$132,524.99</b> |     | <b>\$132,524.99</b> |     | <b>\$139,151.24</b> |     | <b>\$146,108.80</b> |
| <b>ImageTrust</b>          |     |                     |     |                     |     |                     |     |                     |     |                     |
| ImageTrust Users           | 40  | \$34,560.00         | 40  | \$34,560.00         | 40  | \$34,560.00         | 40  | \$36,288.00         | 40  | \$38,102.40         |
| ImageTrust OCR Server      | 4   | \$4,320.00          | 4   | \$4,320.00          | 4   | \$4,320.00          | 4   | \$4,536.00          | 4   | \$4,762.80          |
| ImageTrust Redaction Users | 4   | \$4,320.00          | 4   | \$4,320.00          | 4   | \$4,320.00          | 4   | \$4,536.00          | 4   | \$4,762.80          |
| Development Environment    | 1   | \$1,296.00          | 1   | \$1,296.00          | 1   | \$1,296.00          | 1   | \$1,360.80          | 1   | \$1,428.84          |
| UAT Environment            | 1   | \$4,032.00          | 1   | \$4,032.00          | 1   | \$4,032.00          | 1   | \$4,233.60          | 1   | \$4,445.28          |
| Pre-Prod Environment       | 1   | \$4,032.00          | 1   | \$4,032.00          | 1   | \$4,032.00          | 1   | \$4,233.60          | 1   | \$4,445.28          |
| <b>Total Per Year</b>      |     | <b>\$52,560.00</b>  |     | <b>\$52,560.00</b>  |     | <b>\$52,560.00</b>  |     | <b>\$55,188.00</b>  |     | <b>\$57,947.40</b>  |

**EXHIBIT B – PRICING SCHEDULE**

|  |                       |                     |     |                     |     |                     |     |                     |     |                     |
|--|-----------------------|---------------------|-----|---------------------|-----|---------------------|-----|---------------------|-----|---------------------|
| <b><u>Luminix, Inc.</u></b>  |                       |                     |     |                     |     |                     |     |                     |     |                     |
| Pulsar Licensing & Support   | 300                   | \$80,000.01         | 300 | \$80,000.00         | 300 | \$80,000.00         | 300 | \$83,200.00         | 300 | \$86,528.00         |
| <b>Total Per Year</b>  |                       | <b>\$80,000.01</b>  |     | <b>\$80,000.00</b>  |     | <b>\$80,000.00</b>  |     | <b>\$83,200.00</b>  |     | <b>\$86,528.00</b>  |
| <b><u>LinkPoint</u></b>  |                       |                     |     |                     |     |                     |     |                     |     |                     |
| LinkPoint Connect for<br>Salesforce + Outlook (Annual<br>Subscription) | 300                   | \$17,379.00         | 300 | \$17,379.00         | 300 | \$17,379.00         | 300 | \$18,037.77         | 300 | \$18,723.00         |
| <b>Total Per Year</b>  |                       | <b>\$17,379.00</b>  |     | <b>\$17,379.00</b>  |     | <b>\$17,379.00</b>  |     | <b>\$18,037.77</b>  |     | <b>\$18,723.00</b>  |
| <b><u>Nintex</u></b>   |                       |                     |     |                     |     |                     |     |                     |     |                     |
| LDS Gov Cloud FedRAMP  | 300                   | \$44,334.00         | 300 | \$44,334.00         | 300 | \$44,334.00         | 300 | \$46,106.67         | 300 | \$47,952.00         |
| <b>Total Per Year</b>  |                       | <b>\$44,334.00</b>  |     | <b>\$44,334.00</b>  |     | <b>\$44,334.00</b>  |     | <b>\$46,106.67</b>  |     | <b>\$47,952.00</b>  |
| <b>Annualized Price</b>  |                       | <b>\$613,917.86</b> |     | <b>\$613,917.84</b> |     | <b>\$613,917.84</b> |     | <b>\$640,288.28</b> |     | <b>\$667,807.98</b> |
| <b>Price for Years 1-5</b>   | <b>\$3,149,849.80</b> |                     |     |                     |     |                     |     |                     |     |                     |

**1.4 APPLICATION MAINTENANCE AND SUPPORT**

This Section specifies the allocated Annual Fees payable by County to Contractor for Application Maintenance and Support that will be provided by Contractor.

**Table 5: Recurring Annual Application Maintenance and Support**

| DESCRIPTION                     | YEAR 1 | YEAR 2              | YEAR 3 | YEAR 4 | YEAR 5 |
|---------------------------------|--------|---------------------|--------|--------|--------|
| Application Management Services |        | \$416,000.00        |        |        |        |
|                                 |        |                     |        |        |        |
| <b>TOTAL COST</b>               |        | <b>\$416,000.00</b> |        |        |        |



**SYSTEM IMPLEMENTATION**

This Section includes the Deliverable amounts to be paid by County to Contractor for provision and implementation of all phases of the Project, as provided below.

Contractor shall be paid for the following Deliverables on a fixed price basis following completion by Contractor and approval by County in accordance with Paragraph 2.4 (Approval of Work) of the Base Agreement of each such Deliverable, subject to the provisions of Paragraph 8.2 (System Implementation) of the Base Agreement. For purposes of payment, a Deliverable will be completed only following Acceptance by County in accordance with the applicable Acceptance criteria set forth in the Agreement.

**Table 6: Payment Schedule**

| Task / Subtask Description & No.       | Deliverable Amount | Amount Due Upon Delivery | Holdback Amount | Project Month | Acceptance Criteria   |
|--|--------------------|--------------------------|-----------------|---------------|---|
| Year 1 - Subscription Fees             | \$613,917.86       |                          |                 | 1             | This will include the provisioning of software licenses for Salesforce, Luminix (Pulsar), Nintex (Drawloop), Image Trust and Box. |
| Project Management Plan – Task 2.2.1.1 | \$150,000          | \$135,000                | \$15,000        | 1             | Project Plan  |
| Updated Solution Design Draft          | \$100,000          | \$90,000                 | \$10,000        | 2             | Deliver Updated Draft of Solution Design Document + Box Project Planning  |
| Updated Technical Design Draft         | \$100,000          | \$90,000                 | \$10,000        | 2             | Deliver Updated Technical Design Document + Box Project Requirements Documentation  |
| Salesforce Solution Design Signoff     | \$125,000          | \$112,500                | \$12,500        | 3             | Client signoff of solution design. Up to 3 client review cycles are included.   |
| Technical Design Signoff               | \$125,000          | \$112,500                | \$12,500        | 3             | Client signoff of technical design. Up to 3 client review cycles are included.  |
| Application Software Iteration 1       | \$250,000          | \$225,000                | \$25,000        | 3             | Signoff of features assigned to this sprint. Severity 1 issues resolved   |
| Box Design Completed                   | \$300,000          | \$270,000                | \$30,000        | 3             | Client signoff that Box design is completed and has been presented to the County for review and approval.                         |

**EXHIBIT B – PRICING SCHEDULE**

|                                     |           |              |             |   |  |
|-------------------------------------|-----------|--------------|-------------|---|--|
| Application Software Iteration 2    | \$250,000 | \$225,000    | \$25,000    | 4 | Signoff of features assigned to this sprint. Severity 1 issues resolved  |
| Box First Build Milestone           | \$250,000 | \$225,000    | \$25,000    | 4 | Demonstrate Box interface in case page layout with key features: check in / check out and security inheritance from Salesforce to Box<br>Demonstrate Document Scanning and Ingestion into the document repository<br>Demonstrate Box Drive caching capabilities. |
| Application Software Iteration 3    | \$250,000 | \$225,000    | \$25,000    | 5 | Signoff of features assigned to this sprint. Severity 1 issues resolved  |
| Second Build Milestone              | \$180,000 | \$162,000    | \$18,000    | 5 | Demonstrate Box Shuttle load of 10% Demonstrate Image Access scanning pages and document separator.<br>Demonstrate auto-creation of the box folder structure.<br>Demonstrate automated document placement within folder structure.                               |
| Application Software Iteration 4    | \$250,000 | \$225,000    | \$25,000    | 6 | Signoff that the functionality approved for the sprint cycle was delivered according to specification  |
| First Box.com Production Deployment | \$127,678 | \$114,910.20 | \$12,767.80 | 6 | Production deployment is completed including 100% content load.  |
| Application Software Iteration 5    | \$250,000 | \$225,000    | \$25,000    | 7 | Signoff of features assigned to this sprint. Severity 1 issues resolved  |
| Application Software Iteration 6    | \$200,000 | \$180,000    | \$20,000    | 8 | Signoff of features assigned to this sprint. Severity 1 issues resolved  |
| Application Software Iteration 7    | \$200,000 | \$180,000    | \$20,000    | 8 | Signoff of features assigned to this sprint. Severity 1 issues resolved  |
| Application Software Iteration 8    | \$200,000 | \$180,000    | \$20,000    | 8 | Signoff of features assigned to this sprint. Severity 1 issues resolved  |

**EXHIBIT B – PRICING SCHEDULE**

|   |              |              |              |        |   |
|---|--------------|--------------|--------------|--------|---|
| Application Software Iteration 9                                | \$215,502    | \$193,951.80 | \$21,550.20  | 9      | Signoff of features assigned to this sprint. Severity 1 issues resolved                                       |
| User Acceptance Testing Handoff                                 | \$150,000    | \$135,000    | \$15,000     | 9      | Signoff that user acceptance testing is completed and approved  |
| Deployment & Training Complete                                  | \$150,000    | \$135,000    | \$15,000     | 10     | Signoff that the deployment is complete, training is complete and Severity 1 and 2 bugs have been resolved. + |
| Project Close-Out   | \$154,935    | \$139,441.50 | \$15,493.50  | 11     | Implementation is complete and project has transitioned to support team. + Box: Project Closeout              |
| Payment for previously withheld holdbacks                       |              |              | \$397,811.50 | 11     |   |
| Year 2 Subscription Fees – Task 2.3                             | \$613,917.84 |              |              | Year 2 |   |
| Year 1 Application Maintenance and Support – maximum allocation | \$416,000    |              |              | Year 2 |   |
| Year 3 Subscription Fees – Task 2.3                             | \$613,917.84 |              |              | Year 3 |   |
| Year 2 (Optional) Application Maintenance and Support           | \$150,000    |              |              | Year 3 |   |
| Year 4 Subscription Fees – Task 2.3                             | \$640,288.28 |              |              | Year 4 |   |
| Year 3 (Optional) Application Maintenance and Support           | \$178,285    |              |              | Year 4 |   |

**EXHIBIT B – PRICING SCHEDULE**

|   |                |  |             |        |  |
|---|----------------|--|-------------|--------|--|
| Year 5<br>Subscription<br>Fees – Task 2.3                 | \$667,807.98   |  |             | Year 5 |  |
| Total 5 year<br>SW<br>Subscription<br>Fees                | \$3,149,849.80 |  |             |        |  |
| Total One-Time<br>Implementation<br>Fees Plus<br>Training |                |  | \$3,978,115 |        |  |

**Payment Schedule - Amendment #1**

| <b>Deliverable</b>                | <b>Functionality</b>                    | <b>Description</b>  | <b>Deliverable Amount</b> | <b>Acceptance Criteria</b>   |
|-----------------------------------|---|---|---------------------------|--|
| Application Software Iteration 17 | Reports & Dashboards and Statistics     | Contractor shall configure and develop Application Modifications to meet documented System Requirements in this Change Notice, complete System testing and turn over the Application Software to County by migrating such approved System Requirements into a User Acceptance Test Environment. | \$275,000                 | Delivery of features assigned to this sprint. Severity 1 issues resolved |
| Application Software Iteration 18 | eSubpoena                               | Contractor shall configure and develop Application Modifications to meet documented System Requirements in this Change Notice, complete System testing and turn over the Application Software to County by migrating such approved System Requirements into a User Acceptance Test Environment. | \$275,000                 | Delivery of features assigned to this sprint. Severity 1 issues resolved |
| Application Software Iteration 19 | Event Calendar and Nintex Documents     | Contractor shall configure and develop Application Modifications to meet documented System Requirements in this Change Notice, complete System testing and turn over the Application Software to County by migrating such approved System Requirements into a User Acceptance Test Environment. | \$275,000                 | Delivery of features assigned to this sprint. Severity 1 issues resolved |
| Application Software Iteration 20 | Work Requests + Security (Time Request) | Contractor shall configure and develop Application Modifications to meet documented System Requirements in this Change Notice, complete System testing and turn over the Application  | \$275,000                 | Delivery of features assigned to this sprint. Severity 1 issues resolved |

**EXHIBIT B – PRICING SCHEDULE**

|  |   |   |           |  |
|--|---|---|-----------|--|
|  |   | Software to County by migrating such approved System Requirements into a User Acceptance Test Environment.  |           |  |
| Application Software Iteration 21        | Exela and eProbation Reports  | Contractor shall configure and develop Application Modifications to meet documented System Requirements in this Change Notice, complete System testing and turn over the Application Software to County by migrating such approved System Requirements into a User Acceptance Test Environment. | \$275,000 | Delivery of features assigned to this sprint. Severity 1 issues resolved   |
| Application Software Iteration 22        | Juvenile Odyssey Development  | Contractor shall configure and develop Application Modifications to meet documented System Requirements in this Change Notice, complete System testing and turn over the Application Software to County by migrating such approved System Requirements into a User Acceptance Test Environment. | \$275,000 | Delivery of features assigned to this sprint. Severity 1 issues resolved   |
| Application Software Iteration 23        | Juvenile Odyssey Development  | Contractor shall configure and develop Application Modifications to meet documented System Requirements in this Change Notice, complete System testing and turn over the Application Software to County by migrating such approved System Requirements into a User Acceptance Test Environment. | \$312,500 | Delivery of features assigned to this sprint. Severity 1 issues resolved   |
| Odyssey Juvenile Design and Gap Analysis | Odyssey Juvenile Design and Gap Analysis                                      | Contractor shall create a document outlining the technical aspects of the Odyssey Juvenile integration with the CCMS system. Contractor shall perform a Gap Analysis to ensure the project is on track for schedule, scope and budget.  | \$150,000 | Document reflects stakeholder input and confirmation that the updated Technical Specification will meet agreed-upon functional and technical requirements.   |
| Updated Documentation                    | Updated Tech Design, Solution Design, Training Material and Operations Manual | Contractor shall update the functional and technical details that are necessary in the Solution Design Document, the Technical Design Document, the Training Material and the Operations Manual.  | \$75,000  | The updated Solution Design Document, Technical Design Document, Training Material and Operations Manual reflects stakeholder input and confirmation that the updates will meet agreed-upon functional and technical |

**EXHIBIT B – PRICING SCHEDULE**

|                   |  |  |             |   |
|-------------------|--|--|-------------|---|
|                   |  |  |             | requirements.   |
| Project Close Out | 2 weeks of Post Go-Live Support and 100 Day Warranty | Upon Final Acceptance, contractor shall close-out the System Implementation phase of the Project. As a concluding step, the Contractor will develop a final project status report. The Contractor also will document in the final Status Report key risks, mitigations and contingencies for the upcoming System Maintenance phases. | \$75,000    | Implementation and Post Go-Live Support is complete and project has transitioned to support team. |
|                   |  | Total  | \$2,262,500 |   |

**OPTIONAL WORK**

Any agreed-upon Optional Work shall be provided by Contractor in accordance with Paragraphs 5.4 (Optional Work) and 8.4 (Optional Work) of the Base Agreement. No travel or living expenses will be reimbursed by County to Contractor in addition to those included in an agreed-upon Maximum Fixed Price for Optional Work.

**1.5 POOL DOLLARS**

The total amount of \$1,200,000 allocated for Pool Dollars under this Agreement is the maximum amount County may expend during the Term of the Agreement for Optional Work that may be provided by Contractor in accordance with the terms of the Agreement.

**Table 7: Allocation for Pool Dollars**

| DESCRIPTION                          | AMOUNT                |
|--------------------------------------|-----------------------|
| Pool Dollars – General Optional Work | \$1,200,000.00        |
|                                      |                       |
| <b>TOTAL AMOUNT</b>                  | <b>\$1,200,000.00</b> |

**1.6 FIXED HOURLY RATE**

Contractor shall use the Fixed Hourly Rates specified below for quoting and providing Optional Work during the Term of the Agreement, as applicable. Fixed Hourly Rate shall be used to calculate Maximum Fixed Price for Optional Work, which may be provided by Contractor during the term of the Agreement. Fixed Hourly Rate shall not increase during the term of the Agreement, as further specified in Paragraph 8.4 (Optional Work) of the Base Agreement.

Contractor shall be paid for Optional Work on a per Change Notice basis the actual price expended for the provision of the Optional Work, not to exceed the Maximum Fixed Price quoted for such Optional Work following Contractor's completion and County's written approval of the completed Optional Work.

**Table 8: Fixed Hourly Rate for Services**

| ROLE / CLASSIFICATION  | FIXED<br>HOURLY RATE |
|--|----------------------|
| Project Manager  | \$250                |
| Solution Architect   | \$250                |
| Technical Architect  | \$250                |
| Business Analyst   | \$225                |
| Developer  | \$225                |
| Trainer  | \$225                |
| Tester   | \$225                |
| Web Developer  | \$225                |
| Quality Assurance  | \$225                |
| System Administrator   | \$225                |
| Change Manager   | \$225                |
| Sapient Managed Services – including Application Modifications | \$200                |
| Sapient OnDemand (VOD) Service Consultant                      | \$150                |

#### 1.7 PRICING FOR CERTAIN OPTIONAL WORK RELATING TO DATA CONVERSION

Following Go-Live, County may request additional Services relating to data migration as part of Optional Work. If such Services are requested, the parties may mutually agree to prepare and execute a Change Notice for the acquisition of such Services as Optional Work. The pricing for such Services covering the Services identified in the table below would be as follows or as otherwise mutually agreed by the parties in a Change Notice:

**Table 9: Pricing For Certain Optional Work Relating To Data Conversion**

| Service   | Unit   | Additional<br>Cost per<br>Unit | Notes   |
|---|--|--------------------------------|---|
| Additional Mock Loads   | Database table/view mapped to target salesforce object | \$2,500 (10 Hours)             | Sometimes desirable to support UAT and/or training activities. If timing or environment of included mock load based on strategy defined in migration roadmap doesn't align with UAT / training plan or can't be facilitated to production org refresh (data included) from production to full/partial salesforce sandbox. |
| Iterative Delta Loads to facilitate continuity in business operations based on solution cutover strategy. | Database table/view mapped to target salesforce object | \$2,500 (10 Hours)             | Sometimes necessary to support phased cutover go-live strategies where data in legacy system is still actively being updated and required to be updated in new solution.  |
| Iterative loading of data to address production / quality issues not                                      | Database table/view mapped to                          | \$2,500 (10 Hours)             | Sometimes necessary to support successful go-live where gaps are identified with previously approved source to target mappings and mock load  |

**EXHIBIT B – PRICING SCHEDULE**

| <b>Service</b>              | <b>Unit</b>  | <b>Additional<br/>Cost per<br/>Unit</b> | <b>Notes</b>  |
|-----------------------------|--|---|---|
| foreseen migration roadmap. | target salesforce object                             |   | validation. This may include desired database columns previously unknown to contractor to no fault of their own or gaps identified after mock load validation.    |
| Deduplication of records    | One definition of a duplicate across 300,000 records | \$10,000 (40 Hours)                     | Deduplication of data in objects impacting health /functional of the solution. County is responsible for providing confirmation on the definition of a duplicate. |

DRAFT



DRAFT

## Attachment A.8 – Additional Work

Client Name LA County Alternate Public Defender  
210 West Temple  
Client Address Los Angeles, CA 90012  
USA  
Amendment # 1 – Phase 2

## Project Overview

This Attachment A.8 describes a set of Services to be provided by Sapient Corporation DBA Publicis Sapient (“Contractor” or “Sapient”) on behalf of LA County Alternate Public Defender (“County”). For the avoidance of doubt, the Services set forth in this Attachment A.8 are in addition to the Services and Deliverables set forth in the Statement of Work. Other than as expressly set forth in Amendment Number One and in this Attachment A.8, it does not change, amend, alter or otherwise modify the Statement of Work, including, without limitation, the Services, Deliverables, fees or timeline set forth therein.

## Project Scope

Contractor will engage with the County to implement the requirements described below, which are in addition to those set forth in the Statement of Work and prior Change Notices. In order to account for such additional requirements, the parties have agreed to add six (6) three (3) week sprints (Iteration 17 through Iteration 22) and one (1) four (4) week sprint (Iteration 23) to the implementation schedule, as well as two (2) weeks of post go-live support. For the purposes of clarity, the description of each requirement set forth below is in User Story format, consistent with such requirements’ language in the functionality epics.

## eSubpoena

The following requirements represent the ability for a Team Manager to send eSubpoena information to the external eSubpoena system so that it can be sent to a law enforcement officer. Additionally, CCMS will store information regarding when the eSubpoena record was delivered as well as when it was received by the law enforcement agency via an acknowledgement record. Throughout this process, Team Managers will be able to preview the contents of the eSubpoena. While all users will be able to view eSubpoena information, only Team Managers and System Admins may create, edit or delete it.

| Requirement Summary       | Requirement Description   |
|---------------------------|---|
| Integration               | <p>As a TM, I want to be able to send eSubpoena information to the external eSubpoena system electronically and receive back an electronic eSubpoena Acknowledgement so I can see when it is received by a law enforcement officer. I should be notified if there were any errors in the transmission of this request.</p> <p>Current Process:</p> <ul style="list-style-type: none"> <li># Team Manager creates subpoena in Filemaker</li> <li># Team Manager "sends" subpoena. This commits data to "Subpoenas" table. Status is blank and Time Stamp (not sure field name) is blank.</li> <li># Periodically cloverleaf looks for something new in the eSubpoena table. If found, sets Time Stamp field to current date (and time?), updates Status to "Sent", and sends data to agency</li> <li># Receiving agency sends acknowledgement back to cloverleaf.</li> <li># Cloverleaf writes Acknowledgement data into esub_acknowledge table and updates eSubpoena record with Status = Delivered</li> </ul> <p>To Be Process:</p> <ul style="list-style-type: none"> <li># Team Manager creates subpoena in CCMS (Subpoena record, "eSubpoena" record type). Status = New, Time Stamp = blank.</li> <li># Team Manager "sends" subpoena. Status updated to "Ready to Send".</li> <li># Assuming cloverleaf will continue to look for new data in eSubpoena table (look for Status = "Ready to Send") and send to agency &lt;-- tbd</li> <li># Assuming receiving agency will continue to send acknowledgement back to cloverleaf. &lt;-- tbd</li> <li># Assuming cloverleaf will continue to:</li> <li>## update Status of Subpoena record in CCMS to "Delivered"</li> <li>## Create Acknowledgement record in "Acknowledgement" table in CCMS</li> </ul> <p>Errors should be tracked.</p> |
| Create and Send eSubpoena | As a TM, I need the ability to fill out a form in CCMS that will generate a eSubpoena electronic request they will be ready to be sent to a specific Law Enforcement Officer at a specific agency so that I can request them to testify in relation to a case   |
| Preview button            | <p>As a user, I need the ability to preview the contents of the eSubpoena that will be sent to the Law Enforcement Officer so that I can verify its completeness</p> <ul style="list-style-type: none"> <li>* Nintex to generate pdf of preview. Contains exact formatting of data from eSubpoena that will be sent to external eSubpoena system</li> <li>* All users can preview</li> </ul>  |
| Create (Security)         | <p>As a Team Manager, I want to be able to create an eSubpoena</p> <ul style="list-style-type: none"> <li>- Only Team Manager profile users (and system admin) will be able to ceate an eSubpoena</li> </ul>  |

|  |   |
|--|---|
| View (Security)  | As an Internal user, I want to be able to view any eSubpoena  |
| Edit (Security)  | As a Team Manager, I want to be able to edit an eSubpoena<br>- Only Team Manager profile users will be able to edit an eSubpoena  |
| Delete (Security)  | As a Sys Admin, I want to delete an eSubpoena record  |
| Nintex - Print version of eSubpoena acknowledgement of receipt | As a TM, I need the ability to print a version of the acknowledgement of receipt from the eSubpoena object in CCMS so that I have a hard copy that can be brought to the court<br># Info received from eSubpoena system will be stored in CCMS. Nintex will be used to display it.  |
| Migration - Dev, UAT, and Prod                                 | As a CCMS user, I want to view eSubpoena records and eSubpoena Acknowledgement records from APD CMS in CCMS.<br>Migrate records from APDs "Subpoena" table to CCMS "Subpoenas" object<br>Migrate records from APDs "Acknowledgements" table to CCMS "Acknowledgements" object<br><br>Mapping: ~20 fields<br><br>Approx # records to be migrated:<br>* 9000 Subpoena records<br>* 6400 Acknowledgement records |
| Acknowledgement Object   | As an internal user, I want to view the eSubpoena Acknowledgement so I can review when it was sent and received to/from law enforcement officer.<br>- Object to display info received from external eSubpoena system.   |

## eProbation

The following requirements represent Probation Reports being received from the Probation Department and stored in Box with the related case to provide the Lead Attorney with easy access. When received, the Lead Attorney will receive an automatic notification that a Probation Report has been uploaded to Box.

| Requirement Summary                              | Requirement Description  |
|--|--|
| Probation Reports sent from Probation Department | As a Lead Attorney I need to have Probation Reports that are sent from the Probation Department automatically uploaded to the Probation Reports folder in Box  |
| Notification of Probation Reports upload to Box  | As a Lead Attorney I need to receive notification that a Probation Report has been uploaded to the Probation Report folder in Box. If I am no longer an active APD Attorney I need the notification to be sent to my Team Manager. |
| Update On Control Center V2                      | Technical Specifications: Update code on Control Center V2 class (JAVA)  |
| Whitelisting List of Address                     | Technical Specifications: Whitelist the IP address so only specific IP can access probation report end point.  |

## Exela

Attorneys or Paralegals will have the ability to scan the case documents using QR Code functionality and send all the cases in boxes to the Exela Vendor. The Exela vendor will scan the documents and place them in a FTP directory. BOX's scan and move application will pick up the files and validate and send the documents to respective BOX folders.

| Requirement Summary                             | Requirement Description                       |
|---|---|
| Exela File Processing In Box / JAVA Application | Setup/Modify the Code/Testing                 |
| Update On Control Center V2 - Exela             | Update code on Control Center V2 class (JAVA) |

## Event Calendar

The following requirement represents the ability for users, primarily Attorneys, to print out a selected group of events, in the form of a PDF so that they may hand write notes on it to communicate updates to be made to the events by the Team Manager. The PDF will always contain the same format, based on related case, as well as display in the same size font.

| Requirement Summary                 | Requirement Description   |
|-------------------------------------|---|
| Calendar Print Out - Convert to PDF | <p>As a user, I want to create a pdf containing the events selected on the Event Calendar so I can take it with me to court and hand write notes about the event results and next event on it.</p> <p>If no events are selected, display error message.</p> |

## Nintex Documents

The following requirements represent the ability for users to generate various PDFs, in pre-defined user-friendly formats, using Nintex, that pull information from a related record in CCMS.

| Requirement Summary                 | Requirement Description   |
|-------------------------------------|---|
| Work Request Record - Paralegal     | <p>As a user, I want to print or save to PDF the contents of a Paralegal WR so I can have a nice pretty version of it outside of the system</p> <ul style="list-style-type: none"><li>- print and pdf</li><li>- any one who has rights to read record can print/pdf</li></ul>                                 |
| Work Request Record - PSW           | <p>As a PSW, I want to print or save to PDF the contents of a PSW WR so I can have a nice pretty version of it outside of the system</p> <ul style="list-style-type: none"><li>- print and pdf</li><li>- any one who has rights to read record can print/pdf</li></ul>  |
| Team Manager - BWI Letter (English) | <p>As a Team manager, I want to print or save to PDF a BWI Letter, in English, with information from a Work Request and Related Case so I can send it to xxx.</p> <ul style="list-style-type: none"><li>- print and pdf</li><li>- any one who has rights to read record can print/pdf print and pdf</li></ul> |
| Team Manager - BWH Letter (English) | <p>As a Team manager, I want to print or save to PDF a BWH Letter, in English, with information from a Work Request and Related Case so I can send it to xxx.</p> <ul style="list-style-type: none"><li>- print and pdf</li><li>- any one who has rights to read record can print/pdf print and pdf</li></ul> |
| Work Request Record - Team Manager  | <p>As a user, I want to print or save to PDF the contents of a Team Manager WR so I can have a nice pretty version of it outside of the system</p> <ul style="list-style-type: none"><li>- print and pdf</li><li>- any one who has rights to read record can print/pdf</li></ul>                              |
| Work Request Record - Investigator  | <p>As a user, I want to print or save to PDF the contents of an Investigator WR so I can have a nice pretty version of it outside of the system</p> <ul style="list-style-type: none"><li>- print and pdf</li><li>- any one who has rights to read record can print/pdf</li></ul>                             |

|  |   |
|--|---|
| Team Manager - BWH Letter (Spanish)                          | As a Team manager, I want to print or save to PDF a BWH Letter, in Spanish, with information from a Work Request and Related Case so I can send it to xxx.<br>- print and pdf<br>- any one who has rights to read record can print/pdf print and pdf  |
| Team Manager - BWI Letter (Spanish)                          | As a Team manager, I want to print or save to PDF a BWI Letter, in Spanish, with information from a Work Request and Related Case so I can send it to xxx.<br>- print and pdf<br>- any one who has rights to read record can print/pdf print and pdf  |
| Team Manager - Client File Request - Procedure Memo          | As a Team manager, I want to print or save to PDF a Procedure Memo so I can send it to xxx.<br>- print and pdf<br>- any one who has rights to read record can print/pdf print and pdf<br>- No info pulled in from work request (just static text)<br>- See "Request for File by Client or Successor Counsel" template in box  |
| Team Manager - Client File Request - Client Letter Form      | As a Team manager, I want to print or save to PDF a Procedure Memo so I can send it to xxx.<br>- print and pdf<br>- any one who has rights to read record can print/pdf print and pdf<br>- Info pulled in from work request<br>- See "Return Letter for Client Demand for this File" template in box  |
| Team Manager - Client File Request - File Pickup Form        | As a Team manager, I want to print or save to PDF a Procedure Memo so I can send it to xxx.<br>- print and pdf<br>- any one who has rights to read record can print/pdf print and pdf<br>- Info pulled in from work request<br>- See "File Pick-up Authorization" template in box   |
| Team Manager - Client File Request - Client 2nd Request      | As a Team manager, I want to print or save to PDF a Procedure Memo so I can send it to xxx.<br>- print and pdf<br>- any one who has rights to read record can print/pdf print and pdf<br>- Info pulled in from work request<br>- See "Additional Request for Client Files" template in box  |
| Select and print to PDF a collection of WR Logs under a case | As a user, I want to select one or more Work Request Logs that are related to a case to print via Nintex in PDF format.<br>* User selects option from a case<br>* User can select one or more Work Request Logs, that are related to the case, regardless of Record Type, to be included in PDF<br>* In the screen where user is selecting which Logs to include, user must be able to sort by Record Type<br><br>ASSUMPTIONS: We can use Flow to present screens to select logs, call nintex and pass the collection. If not, this will require code.  |
| Export all Contents of a Case                                | As a user, with a click of a button, I want to click export all of the contents of a case so I can share it with someone externally. Contents of export includes:<br>* All information from Case Details (5 different record types)<br>* All related work requests and their field information - fields to include are different based on Record Type and Type; there are 4 record types and the following number of Types:<br>** Team Manager has 23 types<br>*** Eg Type = Booking Photo, Subpoena Personal, Subpoena SDT, etc<br>** Investigator has 3 unique Type combinations<br>*** There are more than 3 Types, but many share the same set of fields<br>** Paralegal has 10 different Types (but possibly may be able to be condensed into 5 unique combinations)<br>*** Eg Type = Trial Witness Coordination, Interpreter, etc<br>** PSW has 18 different Types (but possibly may be able to be condensed into 5 unique combinations)<br>*** Eg Type = Records Review, Interview, etc<br>* All Parties |

|  |  |
|--|--|
|  | <ul style="list-style-type: none"> <li>* All case notes</li> <li>* All events (note: fields are different per record type; 3 record types)</li> <li>* All Charges (1 set of fields)</li> <li>* All Referrals (note: fields are different per record type; 2 record types)</li> <li>* All Subpoenas (1 set of fields)</li> <li>* All APD Appointments</li> <li>* All Warrants</li> </ul> <p>ASSUMPTIONS:</p> <ul style="list-style-type: none"> <li>* Odyssey will not be used.</li> <li>* Nintex will be used.</li> <li>* Excludes Box documents.</li> </ul>   |
| Subpoena - Confirmation of Receipt of Faxed Subpoena | <p>As a Team Manager, I want to print a Confirmation of Receipt of Faxed Subpoena so the Attorney can provide proof to the court that the subpoena was received</p> <p>- When TM prints the Confirmation of Receipt of Faxed Subpoena, the following values are populated from the Subpoena-SDT:</p> <ul style="list-style-type: none"> <li>-- Date of Confirmed Receipt</li> <li>-- Person Spoken to who acknowledged receipt of the subpoena</li> <li>-- Phone Number Called to Confirm Receipt</li> <li>-- Team Manager (Person who acknowledged receipt of subpoena)</li> <li>-- Case Number</li> <li>-- Client Name</li> <li>-- The SDT was sent via fax on {color:#de350b}&lt;-- need to add field to WR{color}</li> </ul> <p>All fields required for the above are covered under Work Request stories</p> |

## Odyssey Juvenile Integration

### Odyssey Juvenile Design and Gap Analysis

Publicis Sapient will conduct analysis sessions with the appropriate technical and functional subject matter experts from LAC APD, LAC PD, ISAB, and Superior Courts to clearly understand and build out a data mapping and trigger logic design for the Odyssey Juvenile integration. Goals of such analysis sessions include:

- Determine LAC PD Odyssey Juvenile integration design and approach
- Determine how Salesforce.com will integrate with Odyssey Juvenile system
- Identify Interfaces (Objects/Tables)
- Identify Integration Actions: Insert, Update, Delete
- Identify Frequency and Triggering Event
- Identify Integration Technique (Batch file, web services, etc)
- Identify Integration Security Protocol and Authentication

At the conclusion of the design phase and after all requirements are defined, Publicis Sapient performs a Gap Analysis to ensure the project is on track for schedule, scope and budget. Any deviations from the proposed development schedule below will be identified, reviewed and discussed with LAC APD leadership and may result in an additional Change Notice.

## Odyssey Juvenile Development

The Odyssey Integration for juvenile court data will be a one-way integration from the Court system to Salesforce. Court data will be inserted into a Salesforce custom object and handled by batch process. Only APD related case records and respective child records from that payload will be loaded.

In order to account for the requirements discovered in the design sessions, the parties have agreed to add one (1) three (3) week sprint (Iteration 22) and one (1) four (4) week sprint (Iteration 23) to the implementation schedule. This timeframe is an estimate based on the following design assumptions:

- The Odyssey Integration described in this Change Notice will consist of one (1) end point.
- The Odyssey court system will consume the Salesforce endpoint and send updated case data in XML format. Salesforce custom code will insert the XML into the custom object Odyssey\_Data\_\_c.
- The authentication information for Odyssey integration is included as headers with the XML. As per ISD request, headers will be used instead of OAuth flow.
- A small percentage of cases will exceed an established 131,000-character limit within Salesforce. A custom code solution will be developed to work around this limitation.
- The use of a middleware tool to filter or transform Odyssey Integration data is out of scope for this Change Notice.

## Reports and Dashboards

The following requirements represent functionality to open up visibility to the Attorney Statistics as well as creating more reports that will group the Attorney Statistics by Branch and by Team. CCMS will also have a report that will create Team Manager Statistics.

| Requirement Summary   | Requirement Description  |
|---|--|
| Allow Head Deputy of Investigations visibility to Attorney Statistics | As an Investigator Attorney Supervisor (Head Deputy of Investigations), I need to have historical data on Attorney Statistics so I can evaluate historical trends and better understand Attorney Workload to assist in my caseload management duties |
| Allow Head Deputy of Paralegals visibility to Attorney Statistics     | As a Paralegal Attorney Supervisor, I need to have historical data on Attorney Statistics so I can evaluate historical trends and better understand Attorney Workload to assist in my caseload management duties                                     |
| Allow Head Deputy of Team Managers visibility to Attorney Statistics  | As a Team Manager Attorney Supervisor, I need to have historical data on Attorney Statistics so I can evaluate historical trends and better understand Attorney Workload to assist in my caseload management duties                                  |
| Attorney Statistics Report - by Branch                                | As an APD Manager, I need the ability to view Attorney Statistics in a report that groups by Branch, so I can evaluate individual Attorney Statistics relative to other Attorneys assigned to the same Branch  |
| Attorney Statistics Report - by Team                                  | As an APD Manager, I need the ability to view Attorney Statistics in a report that groups by Team, so I can evaluate individual Attorney Statistics relative to other Attorneys assigned to the same Team  |
| Team Manager Statistics Report  | As an APD Manager, I need the ability to easily see each Team Managers workload over a given time-period to better understand how much work they have been completing  |



|  |  |
|--|--|
|  | Fields:<br>- Branch<br>- Assigned To<br>- Completed Past 30 Days<br>- Completed Past 60 Days<br>- Completed Past 90 Days<br>- Completed Past 180 Days<br>- Min   |
| Allow Head Deputy of PSW visibility to Attorney Statistics | As an Investigator Attorney Supervisor (Head Deputy of Investigations), I need to have historical data on Attorney Statistics so I can evaluate historical trends and better understand Attorney Workload to assist in my caseload management duties |

## Statistics

The following requirements represent new attorney statistics in CCMS that will enhance the already existing attorney statistics. CCMS will also have functionality to provide Work Request statistics as well as Investigator WDI statistics.

| Requirement Summary                                      | Requirement Description   |
|--|---|
| Calculate Total Felony Trials Prior Month                | <p>As an APD Manager, I need to see the total number of Felony Trials that an Attorney has worked on this year, so I can properly distribute case workload and make sure Attorney work is balanced</p> <p>Logic: This should be calculated on the first of every month, early in the morning, and should be copied from the Total Felony Trials Current Month field prior to it being nulled out.</p>   |
| Calculate Total Misdemeanor Trials Prior Month           | <p>As an APD Manager, I need to see the total number of Misdemeanor Trials that an Attorney has worked on this year, so I can properly distribute case workload and make sure Attorney work is balanced</p> <p>Logic: This should be calculated on the first of every month, early in the morning, and should be copied from the Total Misdemeanor Trials Current Month field prior to it being nulled out.</p>   |
| Calculate Misdemeanor Conflicts                          | <p>As an APD Manager, I need to see the total number of Misdemeanor Conflicts that took place at a Branch over the past month, so I can track the number of Conflicts we're creating in a given Branch</p> <p>Logic: This should be calculated on the 14th day of every month and should be for the previous month. This should show the total number of Cases where RecordType.Name = 'Adult Misdemeanor' AND Location__c = the Location getting calculated AND there is at least one Conflict of Interest record WHERE Declared_Date__c = LAST MONTH AND Status__c = 'Declared'</p> |
| Calculate Misdemeanor Conflicts to New Misdemeanor Cases | <p>As an APD Manager, I need to see what percentage of our total New Misdemeanor Cases are having conflicts declared against them, so I can identify instances where we have an unusually high percentage of conflicts being declared and can look into what may be the cause</p> <p>Formula: Misdemeanor Conflicts / New Misdemeanor Cases</p>   |
| Calculate Juvenile Conflicts                             | <p>As an APD Manager, I need to see the total number of Juvenile Conflicts that took place at a Branch over the past month, so I can track the number of Conflicts we're creating in a given Branch</p> <p>Logic: This should be calculated on the 14th day of every month and should be for the previous month. This should show the total number of Cases where RecordType.Name = 'Juvenile' AND Location__c = the Location getting calculated</p>  |

|  |  |
|--|--|
|  | AND there is at least one Conflict of Interest record WHERE Declared_Date__c = LAST MONTH AND Status__c = 'Declared'   |
| Calculate Juvenile Conflicts to New Juvenile Cases | <p>As an APD Manager, I need to see what percentage of our total New Juvenile Cases are having conflicts declared against them, so I can identify instances where we have an unusually high percentage of conflicts being declared and can look into what may be the cause</p> <p>Formula: Juvenile Conflicts / New Juvenile Cases</p>   |
| Calculate Investigator WDI                         | <p>As an Investigator Supervisor, I need to have a key indicator that shows the difficulty of an Investigators workload in a single value so I can quickly compare an individual Investigators workload with other Investigators to help balance workload across the department. This indicator should be adjusted for Investigators in a supervisor role.</p> <p>Formula: If ( Exact ( Role_Detail__c = 'Investigation Supervisor');<br/>           (Total_Work_Requests_Past_30_Days__c + Reports_Generated_Past_30_Days__c) / 2 + (Total_Felony_5_Cases__c * .075) + (Total_Special_Circumstance_Cases__c * .2) + 3;<br/>           (Total_Work_Requests_Past_30_Days__c + Reports_Generated_Past_30_Days__c) / 2 + (Total_Felony_5_Cases__c * .075) + (Total_Special_Circumstance_Cases__c * .2))</p>                  |
| Calculate Total Open Work Requests                 | <p>As a Supervisor, I need to see the total number of open Tasks that are assigned to a given staff member so I can better understand their current workload capacity</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record for Internal Staff. It should be current as of 12:05PM PST and 6:05PM PST. This value should show the total number of Work Requests where Assigned To = the Contact being calculated AND Active__c = TRUE. This should be calculated for Internal Staff with an Investigator or Paralegal Role, but this should be easily updateable to accommodate more Roles if the need for more (or less) are needed in the future.</p>   |
| Calculate Past Due Work Requests                   | <p>As a Supervisor, I need to see the total number of open Work Requests that are assigned to a given staff member and are currently past their Due Date, so I can identify unaddressed work and take proper actions accordingly</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record for Internal Staff. It should be current as of 12:05PM PST and 6:05PM PST. This value should show the total number of Work Requests where Assigned To = the Contact being calculated AND Status__c = 'Open' AND Approval_Status__c = 'Approved' AND Past_Due__c = TRUE. This should be calculated for Internal Staff with an Investigator or Paralegal Role, but this should be easily updateable to accommodate more Roles if the need for more (or less) are needed in the future.</p>   |
| Calculate Coming Due Work Requests                 | <p>As a Supervisor, I need to see the total number of open Work Requests that are assigned to a given staff member and are currently past their Due Date, so I can identify unaddressed work and take proper actions accordingly</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record for Internal Staff. It should be current as of 12:05PM PST and 6:05PM PST. This value should show the total number of Work Requests where Assigned To = the Contact being calculated AND Status__c = 'Open' AND Approval_Status__c = 'Approved' AND Coming_Due__c = TRUE. This should be calculated for Internal Staff with an Investigator or Paralegal Role, but this should be easily updateable to accommodate more Roles if the need for more (or less) are needed in the future.</p> |
| Calculate Total Work Requests Past 30 Days         | <p>As a Supervisor, I need to see the total number of open Work Requests that have been assigned to a staff member in the past 30 days, so I can compare numbers to other Investigators and properly balance workload</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record for Internal Staff. It should be current as of 12:05PM PST and 6:05PM PST. The value should show the total number of Work Requests where Assigned To =</p>  |

|   |  |
|---|--|
|   | <p>the Contact being calculated AND Assigned_Past_30_Days__c = TRUE. This should be calculated for Internal Staff with an Investigator or Paralegal Role, but this should be easily updateable to accommodate more Roles if the need for more (or less) are needed in the future.</p>  |
| Calculate Total Work Requests Past 60 Days  | <p>As a Supervisor I need to see the total number of open Work Requests that have been assigned to a staff member in the past 60 days, so I can compare numbers to other Investigators and properly balance workload</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record for Internal Staff. It should be current as of 12:05PM PST and 6:05PM PST. The value should show the total number of Work Requests where Assigned To = the Contact being calculated AND Assigned_Past_60_Days__c = TRUE. This should be calculated for Internal Staff with an Investigator or Paralegal Role, but this should be easily updateable to accommodate more Roles if the need for more (or less) are needed in the future.</p>  |
| Calculate Total Work Requests Past 90 Days  | <p>As a Supervisor, I need to see the total number of open Work Requests that have been assigned to a staff member in the past 90 days, so I can compare numbers to other Investigators and properly balance workload</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record for Internal Staff. It should be current as of 12:05PM PST and 6:05PM PST. The value should show the total number of Work Requests where Assigned To = the Contact being calculated AND Assigned_Past_90_Days__c = TRUE. This should be calculated for Internal Staff with an Investigator or Paralegal Role, but this should be easily updateable to accommodate more Roles if the need for more (or less) are needed in the future.</p>   |
| Calculate Total Work Requests Past 180 Days | <p>As a Supervisor, I need to see the total number of open Work Requests that have been assigned to a staff member in the past 180 days, so I can compare numbers to other Investigators and properly balance workload</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record for Internal Staff. It should be current as of 12:05PM PST and 6:05PM PST. The value should show the total number of Work Requests where Assigned To = the Contact being calculated AND Assigned_Past_180_Days__c = TRUE. This should be calculated for Internal Staff with an Investigator or Paralegal Role, but this should be easily updateable to accommodate more Roles if the need for more (or less) are needed in the future.</p>   |
| Calculate Total Active Cases                | <p>As an Investigator Supervisor, I need to see the total number of Active Cases that an Investigator is assigned that have at least one Open Investigator Work Request, because this value indicates the total number of current work and potential future work</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record for Internal Staff. It should be current as of 12:05PM PST and 6:05PM PST. The value should show the total number of Cases where there is at least one Work Request where Assigned_To_{ }c = the Contact getting calculated AND Active_{ }c = TRUE{ }. This should be calculated for Internal Staff with an Investigator Role, but this should be easily updateable to accommodate more Roles if the need for more are needed in the future.</p> |
| Calculate Total Felony 5 Active Cases       | <p>As an Investigator Supervisor, I need to see the total number of Active Felony 5 Cases that an Investigator is assigned that have at least one Open Investigator Work Request, because Special Circumstance Cases require additional effort and this should be considered when evaluating Investigator workload</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record for Internal Staff. It should be current as of 12:05PM PST and 6:05PM PST. The value should show the total number of Cases where Felony_Severity_{ }c = 'F5' AND there is at least one Work Request where Assigned_To_{ }c = the Contact getting calculated AND Active_{ }c = TRUE{ }. This should be calculated for</p>   |

|  |   |
|--|---|
|  | Internal Staff with an Investigator Role, but this should be easily updateable to accommodate more Roles if the need for more are needed in the future.   |
| Calculate Total Active Special Circumstance Cases  | <p>As an Investigator Supervisor, I need to see the total number of Active Felony 5 Cases that an Investigator is assigned that have at least one Open Investigator Work Request, because Special Circumstance Cases require additional effort and this should be considered when evaluating Investigator workload</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record for Internal Staff. It should be current as of 12:05PM PST and 6:05PM PST. The value should show the total number of Cases where Felony_Severity_{ }c = 'F6' AND there is at least one Work Request where Assigned_To_{ }c = the Contact getting calculated AND Active_c = TRUE{ }. This should be calculated for Internal Staff with an Investigator Role, but this should be easily updateable to accommodate more Roles if the need for more are needed in the future.</p> |
| Calculate Total Pending Cases                      | <p>As an Investigator Supervisor, I need to see the total number of Pending Cases that an Investigator is assigned to that do not have any Open Investigator Work Requests, because this value indicates potential future work</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record for Internal Staff. It should be current as of 12:05PM PST and 6:05PM PST. The value should show the total number of Cases where there are zero Work Requests where Assigned_To_{ }c = the Contact getting calculated AND Active_c = TRUE{ }. This should be calculated for Internal Staff with an Investigator Role, but this should be easily updateable to accommodate more Roles if the need for more are needed in the future.</p>   |
| Calculate Total Pending Felony 5 Cases             | <p>As an Investigator Supervisor, I need to see the total number of Pending Felony 5 Cases that an Investigator is assigned to that do not have any Open Investigator Work Requests, because this value indicates potential future work and Felony 5 Case work is more difficult than most Case work</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record for Internal Staff. It should be current as of 12:05PM PST and 6:05PM PST. The value should show the total number of Cases where Felony_Severity_{ }c = 'F5' AND there are zero Work Requests where Assigned_To_{ }c = the Contact getting calculated AND{ } { }Active_c = TRUE{ }. This should be calculated for Internal Staff with an Investigator Role, but this should be easily updateable to accommodate more Roles if the need for more are needed in the future.</p>               |
| Calculate Total Pending Special Circumstance Cases | <p>As an Investigator Supervisor, I need to see the total number of Pending Special Circumstance Cases that an Investigator is assigned to that do not have any Open Investigator Work Requests, because this value indicates potential future work and Felony 5 Case work is more difficult than most Case work</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record for Internal Staff. It should be current as of 12:05PM PST and 6:05PM PST. The value should show the total number of Cases where Felony_Severity_{ }c = 'F6' AND there are zero Work Requests where Assigned_To_{ }c = the Contact getting calculated AND{ } { }Active_c = TRUE{ }. This should be calculated for Internal Staff with an Investigator Role, but this should be easily updateable to accommodate more Roles if the need for more are needed in the future.</p>   |
| Calculate Total Cases                              | <p>As an Investigator Supervisor, I need to see the total number of Felony 5 Cases that an Investigator is assigned to, regardless of if they have pending or active work on the Case, so I can see the overall Caseload they have that could provide future work and use the detailed totals that separate Active Cases from Pending Cases as context in my workload management decisions</p> <p>Formula: Total Active Cases _c + Total Pending Cases _c</p>   |
| Calculate Total Felony 5 Cases                     | As an Investigator Supervisor, I need to see the total number of Felony 5 Cases that an Investigator is assigned to, regardless of if they have pending or active work on the Case, so I can see the overall Caseload they have that could provide future   |

|  |  |
|--|--|
|  | <p>work and use the detailed totals that separate Active Cases from Pending Cases as context in my workload management decisions along with the extra consideration that Felony 5 Cases require due to the extra work associated with these Cases</p> <p>Formula: Total Active Felony 5 Cases __c + Total Pending Felony 5 Cases __c</p>   |
| Calculate Total Special Circumstance Cases | <p>As an Investigator Supervisor, I need to see the total number of Special Circumstance Cases that an Investigator is assigned to, regardless of if they have pending or active work on the Case, so I can see the overall Caseload they have that could provide future work and use the detailed totals that separate Active Cases from Pending Cases as context in my workload management decisions along with the extra consideration that Special Circumstance Cases require due to the extra work associated with these Cases</p> <p>Formula: Total Active Special Circumstance Cases __c + Total Pending Special Circumstance Cases __c</p>   |
| Calculate New Cases Assigned Past 30 Days  | <p>As an Investigator Supervisor, I need to see the total number of Cases that have been assigned to an Investigator in the past 30 days so I can make sure we are balancing caseload across our Investigators</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record for Internal Staff. It should be current as of 12:05PM PST and 6:05PM PST. The value should show the total number of Cases where there is a Case Team record WHERE Start Date __c &gt;= TODAY - 30. This should be calculated for Internal Staff with an Investigator Role, but this should be easily updateable to accommodate more Roles if the need for more are needed in the future.</p>  |
| Calculate Reports Generated Past 30 Days   | <p>As a Supervisor, I need to see the total number of Reports that a staff member has generated in the past 30 days, as this is a good indicator of how much work they have completed</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record. It should be current as of 12:05PM PST and 6:05PM PST. The value should show the total number of Work Request Reports that where the Creator of the report = the User.Contact being calculated AND the Completed Date __c &gt;= TODAY - 30. This should be calculated for Internal Staff with an Investigator or Paralegal Role, but this should be easily updateable to accommodate more (or less) Roles if the need for more are needed in the future.</p> |
| Calculate Logs Generated Past 30 Days      | <p>As a Supervisor, I need to see the total number of Logs that a staff member has generated in the past 30 days, as this is a good indicator of how much work they have completed</p> <p>Logic: This field needs to be calculated twice per day and stored on the Contact record. It should be current as of 12:05PM PST and 6:05PM PST. The value should show the total number of Work Request Logs that where the Creator of the report = the Contact being calculated AND the Completed Date __c &gt;= TODAY - 30. This should be calculated for Internal Staff with an Investigator Role, but this should be easily updateable to accommodate more Roles if the need for more are needed in the future.</p>                                   |

## Work Requests and Security – Time Request

The following requirements represent changing the manner in which an Attorney's rights to request a Social Worker's time on a case, or to request a Resource Attorney to create certain types of PSW Work Requests is performed. Instead of a manual flag on a case made by an Executive Management user, the Attorney will create online requests that goes through an approval process. Once approved, those flags will automatically be set. Rules will also be implemented to prevent multiple requests of the same type to be created when one is sufficient. It also includes adding the option for Paralegal Supervisors to mark a Work Request as one in which Due Date changes are not allowed.

| Requirement Summary  | Requirement Description   |
|--|---|
| Paralegal Work Request - Due Date Restricted                     | <p>As a Paralegal Supervisor, if I check the "Due Date Restricted" field on a Paralegal WR, I do not want Paralegals to be allowed to change the due date so I can make sure it doesn't change</p> <ul style="list-style-type: none"> <li>* Only Paralegal Supervisor can check field</li> <li>* If Type = Non-Case Specific Task, default to checked, otherwise default to unchecked</li> <li>* If Due Date Restricted = True, only Paralegal Supervisor can change Due Date</li> </ul>  |
| PSW Work Request - Due Date Restricted                           | <p>As a Paralegal Supervisor, if I check the "Due Date Restricted" field on a Paralegal WR, I do not want Paralegals to be allowed to change the due date so I can make sure it doesn't change</p> <ul style="list-style-type: none"> <li>* Only Paralegal Supervisor can check field</li> <li>* Default unchecked</li> <li>* If Due Date Restricted = True, only PSW Supervisor can change Due Date</li> </ul>   |
| PSW Time Request - Attorney Creates                              | <p>As an Attorney role user or Exec Mgmt role user, I want to request a PSWs time on a case from a group of approvers so i can submit PSW Work Requests without approval</p> <ul style="list-style-type: none"> <li>- Attorney or Exec Mgmt role user requests time (enters a bunch of info)</li> <li>- Draft Status default value set to Draft</li> <li>- Status defaults to Open</li> <li>- Approval Status default value set to Pending</li> </ul>   |
| PSW Time Request - Set Attorney default                          | <p>As an Attorney, when I create a PSW Time Request, I want the Attorney value on the WR to default to the Lead Attorney on the related case, but I want to be able to change it</p>  |
| PSW Time Request - VR - Prevent creation if one already approved | <p>As an Attorney, I want to be prevented from creating a PSW Time Request there is one that is already approved related to a case since I only need one. -not related to an Adult PSW Approved CDCR or BCSS case so I don't accidentally create one when not allowed-</p> <ul style="list-style-type: none"> <li>- Any Attorney profile can create a PSW Time Request if PSW Approved = false -it's related to an Adult case and if case is not already flagged as CDCR Approved or BCSS Approved (CDCR_Approved_{ }c = TRUE or BCSS_Approved{ }_c = TRUE)-</li> </ul>   |
| PSW Time Request - Attorney Submits for Approval                 | <p>As a user, I want to "Submit for Approval" a PSW Time Request for a case so I can obtain approval to create future PSW Work Requests</p> <ul style="list-style-type: none"> <li>- Submit Request for Approval should be displayed if: <ul style="list-style-type: none"> <li>-- Type = PSW AND Related Case Type &lt;&gt; Juvenile AND Draft Status = Draft {color:#de350b}&lt;-- add rules that match who can create{color}</li> </ul> </li> <li>- Assign to queue</li> <li>- Update Draft Status to "Final"</li> </ul>   |
| PSW Time Request - Queue Member Approves                         | <p>As a PSW Time Request Queue Member, I want to approve a PSW Time Request so an Attorney can create PSW Work Requests without approval required.</p> <ul style="list-style-type: none"> <li>- Approve Quick action should be displayed if: <ul style="list-style-type: none"> <li>-- Record Type = PSW Time Request AND Approval Status = Pending AND Draft Status = Final AND Owner = queue {color:#172b4d}AND user = queue member{color}</li> </ul> </li> <li>- If user selects "approve"</li> <li>-- Show Assigned To field in popup</li> <li>-- email sent to requestor</li> <li>-- add assignee to case team (role = PSW)</li> <li>-- related case marked as PSW Approved -"CDCR approved" or "BCSS approved"- (set -CDCR_Approved_{ }c to True or BCSS_Approved{ }_c- PSW Approved to TRUE)</li> <li>-- Update Approval Status to Approved</li> <li>-- Update Approved By to queue member</li> <li>-- Update Date Approved to current date</li> </ul> |
| PSW Time Request - Queue Member Denies                           | <p>As a PSW Time Request Queue Member, I want to deny a PSW Time Request so an Attorney will not be able to create PSW Work Requests.</p> <ul style="list-style-type: none"> <li>- Deny Quick action should be displayed if: <ul style="list-style-type: none"> <li>-- Record Type = PSW Time Request AND Approval Status = Pending AND Draft</li> </ul> </li> </ul>  |



|  |  |
|--|--|
|  | <p>Status = Final AND Owner = queue</p> <ul style="list-style-type: none"> <li>- If user selects Deny:</li> <li>-- Show "Reason for Denial" field in popup (will populate value in email)</li> <li>-- email sent to requestor</li> <li>-- Related Case PSW Approved -CDCR Approved- is updated to FALSE -and BCSS Approved is updated to FALSE-</li> <li>-- Approval Status is updated to "Denied"</li> <li>-- Draft Status is updated to "Draft"</li> <li>-- Update Approved By to queue member</li> <li>-- Update Date Approved to current date</li> </ul>   |
| PSW & Resource Attorney Time Request - VR - Can't change related case          | <p>As an Attorney, I should not be allowed to change the Related Case on a Time Request since approval for it is dependent on the Case</p> <ul style="list-style-type: none"> <li>- If Record Type = PSW Time Request or Resource Attorney Time Request, user is not allowed to change Related Case (unless they are a system admin).</li> </ul>   |
| PSW Time Request - PSW Closes  | <p>As a PSW, I want to "Close" a PSW Time Request so I can indicate i have completed the work</p> <ul style="list-style-type: none"> <li>- Close should be displayed if:</li> <li>-- if Record Type = PSW Time Request AND User Profile = PSW</li> <li>- Selecting "Close" updates Status to "Closed"</li> <li>- If user selects Close:</li> <li>-- Update Status to Closed</li> <li>-- Update Date Closed to current date</li> <li>-- Email notify requestor</li> <li>- Leave flag on case indicating it is PSW Approved as "true"</li> </ul>   |
| Resource Attorney Time Request - Attorney Creates                              | <p>As an Attorney, I want to request a Resource Attorney's time on a case from a group of approvers so Resource Attorney can submit PSW Work Requests with Resource Attorney Typwe without approval</p> <ul style="list-style-type: none"> <li>- Draft Status defaults to Draft</li> <li>- Status defaults to Open</li> <li>- Approval Status defaults to Pending</li> </ul>   |
| Resource Attorney Time Request - Set Attorney default                          | <p>As an Attorney, when I create a Resource Attorney Time Request, I want the Attorney value on the WR to default to the Lead Attorney on the related case, but I want to be able to change it</p> <p>Note: if user creates from Work Request tab, default value will not be set automatically.</p>  |
| Resource Attorney Time Request - VR - Prevent creation if one already approved | <p>As an Attorney, I want to create a Resource Attorney Time Request if one hasn't already been created so Resource Attorney can create PSW Work Requests with Resource Attorney Type if approved</p> <ul style="list-style-type: none"> <li>- Can be created under Juvenile case or MH case with juvenile subtype by Exec, HD, DIC or Attorney role user (requests time, enters a bunch of info)</li> <li>{color:#de350b}&lt;-- update users to match WR?{color}</li> <li>- Can only be created if Related case record type is Juvenile or MH with Juvenile Subtype AND another request hasn't already been approved</li> <li>(Resource_Attorney_Approved_c = FALSE)</li> </ul> |
| Resource Attorney Time Request - Attorney Submits for Approval                 | <p>As an Attorney, I want to "Submit Request for Approval" on the Resource Attorney Request for Time so the request can be routed to the correct person to review</p> <ul style="list-style-type: none"> <li>- Submit Request for Approval should be displayed if:</li> <li>-- Record Type = Resource Attorney Time Request AND Draft Status = Draft</li> <li>{color:#de350b}&lt;-- add rules that match who can create{color}</li> <li>- Selecting action:</li> <li>-- Request is routed to a queue</li> <li>-- Update Approval Status to "Pending"</li> <li>-- Update Draft Status to "Final"</li> </ul>   |
| Resource Attorney Time Request - Queue Member Approves                         | <p>As a Resource Attorney Time Request Queue Member, I want to approve a PSW Time Request so an Attorney can create PSW Work Requests without approval required.</p> <ul style="list-style-type: none"> <li>- Assign action should be displayed if:</li> <li>-- Type = Resource Attorney AND Approval Status = Pending AND User is Queue Member</li> </ul>   |

|  |  |
|--|--|
|  | <ul style="list-style-type: none"> <li>- Selecting action: <ul style="list-style-type: none"> <li>-- Show Assigned To field in popup</li> <li>-- email sent to requestor</li> <li>-- related case marked as "Resource attorney request approved" (set Resource_Attorney_Approved__c on related case to True)</li> <li>-- queue member specifies Resource Attorney and Resource Attorney added to case team</li> <li>-- Assignee is added to case team as "Resource Attorney"</li> <li>-- Update Approved By to queue member</li> <li>-- Update Date Approved to current date</li> </ul> </li> </ul>  |
| Resource Attorney Time Request - Queue Member Denies | <p>As a Resource Attorney Time Request queue member, I want to deny a PSW Time Request so an Attorney cannot create PSW Work Requests</p> <ul style="list-style-type: none"> <li>- Assign action should be displayed if: <ul style="list-style-type: none"> <li>-- Type = Resource Attorney AND Approval Status = Pending AND User is Queue Member</li> </ul> </li> <li>- Selecting action: <ul style="list-style-type: none"> <li>-- Show "Reason for Denial" field in popup (will populate value in email)</li> <li>-- email sent to requestor</li> <li>-- related case marked as NOT "Resource attorney request approved" (set Resource_Attorney_Approved__c on related case to False)</li> <li>-- Update Draft Status to "Draft"</li> <li>-- Update Approval Status to "Denied"</li> <li>-- Update Assigned To to requestor</li> <li>-- Update Approved By to queue member</li> <li>-- Update Date Approved to current date</li> </ul> </li> </ul> |
| Resource Attorney Time Request - PSW Closes          | <p>As a Resource Attorney, I want to "Close" a Resource Attorney Time Request so I can indicate my work is done</p> <ul style="list-style-type: none"> <li>- Close should be displayed if: <ul style="list-style-type: none"> <li>-- if Record Type = Resource Attorney Time Request AND User Profile = Resource Attorney</li> </ul> </li> <li>- Selecting "Close" updates Status to "Closed"</li> <li>- If user selects Close: <ul style="list-style-type: none"> <li>-- Update Status to Closed</li> <li>-- Update Date Closed to current date</li> <li>-- Email notify requestor</li> <li>- Leave flag on case indicating it is Resource Attorney Approved as "true"</li> </ul> </li> </ul>   |
| PSW Time Request - Create (Security)                 | <p>As an Attorney or Exec Mgmt role user, I want to be the only user type who can create a PSW Time Request, and only if related to a case that is allowed, so that supervisors aren't inundated with requests</p> <p>* Only Attorney role or Exec Mgmt role users can create (HD and DIC not allowed)</p> <p>{color:#de350b}&lt;-- can this be changed to "Attorney role, DIC role, Exec Mgmt role, Head Deputy role"?{color}</p>   |
| PSW Time Request - Edit (Security)                   | <p>As the PSW Time Request Creator, I don't want anyone but myself to be able to edit it since it's my request</p> <ul style="list-style-type: none"> <li>- Only the creator of the record can edit {color:#de350b}&lt;-- change this be changed to "Only the creator of the record, and anyone above them in the role hierarchy, can edit"?{color}</li> </ul>   |
| Resource Attorney Time Request - Create (Security)   | <p>As a Resource Attorney or Head Deputy, I want to create a Resource Attorney Time Request under a Juvenile case, where Resource Attorney Approved is true, so I can obtain permission from a supervisor to create Resource Attorney Work Requests</p>  |
| Resource Attorney Time Request - Edit (Security)     | <p>As the Resource Attorney Time Request Creator, I don't want anyone but myself to be able to edit it since it's my request</p> <ul style="list-style-type: none"> <li>- Only the creator of the record can edit {color:#de350b}&lt;-- change this be changed to "Only the creator of the record, and anyone above them in the role hierarchy, can edit"?{color}</li> </ul>   |



The Parties agree and acknowledge that any effort outside of the implementation of the above requirements, and the performance of Iteration 17 through 23, and the two (2) weeks of post go-live support, shall be out of scope for this Change Notice.

DRAFT

## Project Roles

County will assign appropriately skilled resources to fulfill these roles:

| Resource                               | Responsibility   | Involvement   |
|--|--|---|
| Stakeholder/ Subject Matter Expert     | Potential User of the application and technical expert who will assist in establishing functional and technical requirements. Should be empowered to speak for the County.   | Fully available during meetings and design reviews, and involved through other project activities as required.            |
| Business Analyst/ System Administrator | This individual will participate as an active member of the team designing, configuring, testing and deploying the application. He/She will be responsible for ongoing system administration upon project completion. System Administrators should attend salesforce.com system administration class prior to project start. | Fully available during workshops, Sprint Reviews, and testing, and involved through other project activities as required. |

The following Contractor resources are required to implement this project:

| Resource                | Responsibility   |
|-------------------------|--|
| Program Manager         | Coordinate multiple work efforts, ensuring County's business objectives across all projects are met.<br>Coordinate project resources to ensure quality, completeness, timeliness of all tasks.<br>Conduct and document project status meetings and reviews.<br>Evaluate County priorities and execute change control process to ensure the County's needs are met.<br>Manage budget, schedule, and deliverables on a weekly basis. |
| Project Manager         | Coordinates multiple work efforts, ensuring County's business objectives across all projects are met.<br>Manages project resources to ensure quality, completeness, timeliness of all tasks.<br>Conducts and documents project meetings and reviews.<br>Evaluates County priorities and execute change control process to ensure the County's needs are met.<br>Manages budget, schedule, and deliverables on a weekly basis.      |
| Technical Architect     | Team Lead for the salesforce.com integration and customization.<br>Provides timeline and resource management input for the integration implementation.<br>Author of the technical design specification.<br>Manages overall development, validation, and deployment plans.<br>Reviews code to ensure it conforms to salesforce.com best practices.<br>Provide best practices guidance to County technical team.                     |
| Solution Architect      | Works with business owners to craft a solution that optimizes salesforce.com for the client's business environment.<br>Conducts requirements and solution design workshops.<br>Evaluates requirements and reviews and approves solution design.<br>Provides subject matter expertise with the salesforce.com application and process automation.   |
| Salesforce Consultant 1 | Document requirements in the form of user stories. Advise and guide County toward best practices in application configuration considerations such as security model, mobile deployment strategies, workflow, data validation and analytics. Author solution design and configuration specification deliverables. Configure Application. Conduct the Train The Trainer sessions in conjunction with County.                         |
| Salesforce Consultant 2 | Document requirements in the form of user stories. Advise and guide County toward best practices in application configuration considerations such as security model, mobile deployment strategies, workflow, data validation and analytics. Author solution design and   |

|                       |   |
|-----------------------|---|
|                       | configuration specification deliverables. Configure Application. Conduct the Train The Trainer sessions in conjunction with County.   |
| QA/ Salesforce Tester | <p>Develops Test Scripts</p> <p>Executes Test Scripts</p> <p>Logs Test Results</p> <p>Notifies when production is blocked due to errors in development</p> <p>Evaluates and tests new or modified software programs to verify that programs function according to user requirements and conforms to test cases</p> <p>Recommends program improvements or corrections to programmers</p> |
| Web Developer 1       | <p>Creates design mockups or wireframes (as required).</p> <p>Contributes to key technical specification documentation.</p> <p>Assists with data mapping and validation.</p>  |
| Web Developer 2       | <p>Creates design mockups or wireframes (as required).</p> <p>Contributes to key technical specification documentation.</p> <p>Assists with data mapping and validation.</p>  |
| Web Developer 3       | <p>Creates design mockups or wireframes (as required).</p> <p>Contributes to key technical specification documentation.</p> <p>Assists with data mapping and validation.</p>  |

DRAFT

## Fixed Fee Deliverables

The Professional Services described in this Change Notice are provided on a fixed fee basis of \$2,262,500 due according to the Acceptance Criteria for the applicable Deliverable in the below table:

| Deliverable                       | Functionality                           | Description   | Deliverable Amount | Acceptance Criteria  |
|-----------------------------------|---|---|--------------------|--|
| Application Software Iteration 17 | Reports & Dashboards and Statistics     | Contractor shall configure and develop Application Modifications to meet documented System Requirements in this Change Notice, complete System testing and turn over the Application Software to County by migrating such approved System Requirements into a User Acceptance Test Environment. | \$275,000          | Delivery of features assigned to this sprint. Severity 1 issues resolved |
| Application Software Iteration 18 | eSubpoena                               | Contractor shall configure and develop Application Modifications to meet documented System Requirements in this Change Notice, complete System testing and turn over the Application Software to County by migrating such approved System Requirements into a User Acceptance Test Environment. | \$275,000          | Delivery of features assigned to this sprint. Severity 1 issues resolved |
| Application Software Iteration 19 | Event Calendar and Nintex Documents     | Contractor shall configure and develop Application Modifications to meet documented System Requirements in this Change Notice, complete System testing and turn over the Application Software to County by migrating such approved System Requirements into a User Acceptance Test Environment. | \$275,000          | Delivery of features assigned to this sprint. Severity 1 issues resolved |
| Application Software Iteration 20 | Work Requests + Security (Time Request) | Contractor shall configure and develop Application Modifications to meet documented System Requirements in this Change Notice, complete System testing and turn over the Application Software to County by migrating such approved System Requirements into a User Acceptance Test Environment. | \$275,000          | Delivery of features assigned to this sprint. Severity 1 issues resolved |
| Application Software Iteration 21 | Exela and eProbation Reports            | Contractor shall configure and develop Application Modifications to meet documented System Requirements in this Change Notice, complete System testing and turn over the Application Software to County by migrating such approved System   | \$275,000          | Delivery of features assigned to this sprint. Severity 1 issues resolved |

|  |   |  |           |  |
|--|---|--|-----------|--|
|  |   | Requirements into a User Acceptance Test Environment.  |           |  |
| Application Software Iteration 22        | Juvenile Odyssey Development  | Contractor shall configure and develop Application Modifications to meet documented System Requirements in this Change Notice, complete System testing and turn over the Application Software to County by migrating such approved System Requirements into a User Acceptance Test Environment.                                      | \$275,000 | Delivery of features assigned to this sprint. Severity 1 issues resolved   |
| Application Software Iteration 23        | Juvenile Odyssey Development  | Contractor shall configure and develop Application Modifications to meet documented System Requirements in this Change Notice, complete System testing and turn over the Application Software to County by migrating such approved System Requirements into a User Acceptance Test Environment.                                      | \$312,500 | Delivery of features assigned to this sprint. Severity 1 issues resolved   |
| Odyssey Juvenile Design and Gap Analysis | Odyssey Juvenile Design and Gap Analysis                                      | Contractor shall create a document outlining the technical aspects of the Odyssey Juvenile integration with the CCMS system. Contractor shall perform a Gap Analysis to ensure the project is on track for schedule, scope and budget.   | \$150,000 | Document reflects stakeholder input and confirmation that the updated Technical Specification will meet agreed-upon functional and technical requirements.   |
| Updated Documentation                    | Updated Tech Design, Solution Design, Training Material and Operations Manual | Contractor shall update the functional and technical details that are necessary in the Solution Design Document, the Technical Design Document, the Training Material and the Operations Manual.   | \$75,000  | The updated Solution Design Document, Technical Design Document, Training Material and Operations Manual reflects stakeholder input and confirmation that the updates will meet agreed-upon functional and technical requirements. |
| Project Close Out                        | 2 weeks of Post Go-Live Support and 100 Day Warranty                          | Upon Final Acceptance, contractor shall close-out the System Implementation phase of the Project. As a concluding step, the Contractor will develop a final project status report. The Contractor also will document in the final Status Report key risks, mitigations and contingencies for the upcoming System Maintenance phases. | \$75,000  | Implementation and Post Go-Live Support is complete and project has transitioned to support team.  |

## Schedule

The estimated timeline for this Project is 24 weeks total. Actual start date and delivery dates for Deliverables will be jointly determined and specified.

DRAFT



**ERIKA C. ANZOÁTEGUI**  
Alternate Public Defender

Law Offices of the Los Angeles County  
**ALTERNATE PUBLIC DEFENDER**

Clara Shortridge Foltz Criminal Justice Center  
210 West Temple Street, Suite 18-709, Los Angeles, CA 90012  
Telephone No. (213) 974-6626  
Fax No. (213) 626-3171

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

June 28, 2022

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

51 June 28, 2022

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF A NEW SOLE SOURCE CONTRACT WITH PUBLICIS SAPIENT  
(FORMERLY VERTIBA, LLC) FOR A CLIENT CASE MANAGEMENT SYSTEM AND  
APPROVE AN APPROPRIATION ADJUSTMENT  
(ALL DISTRICTS) FY 2021-22 (4-VOTES)**

**CIO RECOMMENDATION: APPROVE (X)**

**SUBJECT**

The Los Angeles County Alternate Public Defender (APD) is requesting approval of (i) a sole source agreement with Publicis Sapient (PS), formerly Vertiba, LLC for the licensing, development, implementation, and maintenance and support of a Client Case Management System (CCMS); and (ii) an Appropriation Adjustment.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the APD to finalize and execute a sole source agreement (Attachment I) with PS, for a provision of CCMS, including any source code escrow agreements incorporated into the Agreement, for a contract term commencing upon such execution and continuing for the term of five (5) years and a maximum contract sum not to exceed \$8,743,965 for the entire term of the Agreement.
2. Delegate authority to the APD, or her designee, with concurrence from County Counsel and the Chief Information Office (CIO), to execute Change Notices or Amendments, as applicable, or otherwise modify the Agreement pursuant to the terms of the Agreement in order to:
  - (A) Add certain terms and conditions as required by the Board or the County's Chief Executive Office (CEO);

- (B) Provide written consent to an assignment of rights and/or delegation of duties pursuant to the Assignment and Delegation provision under the Agreement in the event of a sale, transfer, exchange, assignment or divestment of PS equity holders resulting in a change in the majority control of PS;
  - (C) Acquire goods and/or services related to the CCMS using Pool Dollars allocated for the Agreement without increasing the maximum contract sum allocated for the term of the Agreement;
  - (D) Add, replace or amend source code escrow agreements for the software components included in the CCMS;
  - (E) Make changes to the project, including project schedule, requirements and statement of work, that do not require any additional costs or expenses and do not otherwise materially affect any term or condition of the Agreement; and
  - (F) Engage the Contractor to provide Optional Work (e.g. Programming Modifications, Configurations, and Professional Services) using available Pool Dollars, with the concurrence of the County's CIO, the Department's Office of Technology Planning, and approval as to form by County Counsel;
- 3. Delegate authority to the APD, or her designee, to increase the Contract Sum an amount not to exceed 10% or \$874,396.50 to account for unforeseen contingencies relating to the CCMS project; and
  - 4. Approve the attached appropriation adjustment (Attachment II), transferring in the amount of \$5,873,000 of one-time funding from Obligated Fund Balance Committed for IT Enhancements, commonly known as IT Legacy Modernization funding, to the APD's Fiscal Year 2021-22 Services and Supplies (S&S) appropriation to implement CCMS.
  - 5. Authorize the APD, or her designee, to approve and issue written notices to suspend or terminate, in whole or in part, the Contract pursuant to the terms of the contract, subject to approval by County Counsel, review by OCIO, and notification to the Board.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

APD was on track to replace our legacy CMS system in 2014, however, on October 11, 2016, the Board of Supervisors approved a Juvenile Indigent Defense System Reforms Motion to expand the services of the APD to include juvenile defense. Through this motion, the Board directed the APD and Public Defender (PD) to implement a uniform integrated case management system for juvenile defense within eighteen months of Board approval of the selected vendor. This set-in motion a larger scale project that would



The Honorable Board of Supervisors

June 28, 2022

Page 3

seek to fit the needs of multiple departments and provide the ability to adapt to future needs. Consistent with the Board motion, the APD has negotiated a new sole source contract with PS for the development and implementation of CCMS. Currently, the PD is in their final phase of CCMS implementation. An Agreement with PS for the licensing, development, implementation, and maintenance and support of CCMS would be the most efficient path given their expertise in PD implementation and the fact that APD can leverage significant portions of the PD CCMS.

CCMS will enable APD to meet the Board's current and future information technology directive and increase the efficiency. APD's current legacy case management system was built more than 20 years ago and is unable to meet the demands of various changes in law and to meet the mandates of the Board when providing consistent data reporting. In addition, APD's case management system does not currently reside on a supported server operating system and therefore is not capable of meeting any current County security directives.

The proposed CCMS solution will provide for a secure and robust cloud-based legal case management solution. The cloud-based architecture will allow the County to develop and deploy the CCMS rapidly and scale conveniently to meet future needs. Moreover, CCMS will deliver workload metrics that result in the equitable distribution of work and allocation of staff as well as metrics for collaborative and restorative justice. CCMS will also enable digital content management tools to support the collection, management and publishing of information and data and provide the capabilities to meet current County security directives.

Today, the criminal division of the Los Angeles Superior Court relies on a legacy case management system that will be replaced by the Odyssey Court Case Management System. Without a new CCMS system in place by the time Odyssey launches, our current CMS will become entirely non-functional and APD operations will be catastrophically impaired. An agreement with PS would ensure a seamless transition given their years of experience implementing a new CCMS system for the PD's.

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

The Services provided under this Contract support the County's Strategic Plan, Goal III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency: Support implementation of technological enhancements and acquisitions that increase efficiency (e.g., infrastructure, software, hardware, and applications), including replacement of obsolete legacy systems.

### **FISCAL IMPACT/FINANCING**

The recommended contract with PS will provide services under a five-year (5) and a maximum contract sum not to exceed \$8,743,965 for the entire term of the Agreement.

The Honorable Board of Supervisors  
June 28, 2022  
Page 4

The total County maximum contract sum includes: (1) \$3,978,115 for one-time fixed price for implementation services; (2) \$3,149,850 for software access, maintenance, support, and cloud-based hosting during the contract term; (3) \$416,000 for Application Management Service for year one post-Final Acceptance of CCMS; and (4) \$1,200,000 pool dollars for optional work.

The County's IT Investment Board approved using IT Legacy Modernization funding to pay the sum of \$5,873,000 for implementation services, which includes \$3,978,115 for implementation services that are part of this agreement and \$613,918 for Year-One software subscription fees, \$1,200,000 for optional work, and \$80,967 for additional costs that will be incurred by the Department for implementation. Approval of the attached appropriation adjustment in the amount of \$5,873,000 (Attachment II) will allocate funding from Obligated Fund Balance Committed for IT Enhancements to the Department for this purpose. The remaining contract balance of \$2,871,000 will be funded by the Department's current year budget.

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

### **Contract with Publicis Sapient**

The proposed CCMS is based on a Software-as-a-Service and Platform-as-a-Service model that will provide for a secure and robust cloud-based legal case management solution residing on a cloud-based platform. The cloud-based architecture will allow the County to build the CCMS rapidly using the Salesforce application-building software together with the software from third-party partner vendors, all of which will be licensed by PS to County through Carahsoft Technology Corp. (Carahsoft), which is a subcontractor under the Agreement and the only authorized reseller of Salesforce licenses to government entities. PS as a system integrator will be responsible for all aspects of the CCMS implementation, including design, development, installation, configuration, interfacing, training, data conversation, system hosting, disaster recovery, and knowledge transfer to enable County to support the CCMS.

Following County's acceptance of the implemented CCMS, Publicis Sapient will provide one-year of post-production maintenance and support, at the end of which APD will assume long-term CCMS system maintenance and support and become the primary point of contact for all system issues. As part of maintenance and support, APD will coordinate with software vendors for resolution of issues relating to software support, while issues relating to system performance or availability will continue to be addressed by Salesforce. For issues requiring provision of professional services, County will be able to procure PS's on-demand support services for as-needed maintenance and support using contingency Pool Dollars allocated for the terms of the Agreement.

This Agreement is not Proposition "A" contract, since approval of the Agreement will not displace County employees, and the services offered under the Agreement currently cannot be performed by the individual County departments due to the need for specialized

The Honorable Board of Supervisors  
June 28, 2022  
Page 5

skills.

The Agreement contains all Board required and policy driven provisions, such as Consideration of GAIN/GROW Program Participants for Employment, the Safely Surrendered Baby Law, Assignment and Delegation, Budget Reductions, and compliance with the Data Encryption policy. The Agreement may be terminated for convenience by County upon 45 days prior written notice to PS. The Agreement is based on the PD agreement with PS for the PD's CCMS, which was previously approved by the Board in 2017.

The CIO has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment III). County Counsel has reviewed and approved this Agreement as to form. The CEO's Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification.

### **CONTRACTING PROCESS**

On September 1, 2021, APD notified your Board of the Department's intent to begin sole source contract negotiations with PS for the provision of a Client Case Management System using Salesforce technology platform (Attachment IV). The sole source checklist signed by the CEO is attached (Attachment V).

### **Relevant Contract History**

For efficiency, the Board directed the APD Office to wait until the PD finished Phase III of their CCMS project to start our implementation.

In 2015, the PD, in consultation with the CIO and ISAB engaged project management company Public Consulting Group (PCG) (Contract Number PCG073014) to identify the differences between PD and APD system requirements. After PCG released a report identifying, describing, and validating the PD's case management options, they devised a procurement strategy and assisted in the Request for Proposals (RFP). On December 22, 2015, the County released the RFP for a case management system and PS received the highest score and was selected to be the prime contractor to procure the third-party software from Salesforce.

Notice of the RFP was posted on the County's website <http://www.lacounty.gov>.

Four (4) proposals from qualified vendors were received by the proposal due date of March 2, 2016 and evaluated using the County's standard "informed averaging" evaluation methodology, with PS proposal receiving the highest score and PS being selected for negotiations. The other three (3) vendors requested debriefings regarding their proposals, but no formal protests were filed.

The contract with PCG for project management was amended to extend its terms through

The Honorable Board of Supervisors  
June 28, 2022  
Page 6

December 31, 2017 in order to incorporate APD into the CCMS requirements, conduct system readiness assessments and secure additional contract negotiations with PS. The CCMS solution was designed to include workflow efficiency between the APD and PD. The APD Office collaborated heavily during this period over the design and project implementation in order to meet the Board's directive and to ensure an ideal start once APD was ready to begin the process.

On October 10, 2017, the Board adopted a five-year contract between the PD Office and PS for the licensing, development, implementation, maintenance and support of Phase III of the CCMS project. The PD's Office is close to completing Phase III.

### **Alternative CMS Evaluation**

Adoption of an APD implementation of the Los Angeles Public Defender CCMS Salesforce solution is unequivocally the best available choice for APD, based on a variety of metrics discussed below. CCMS's ability to fulfill the Board of Supervisors mandate for a new CMS, the usability and functionality of CCMS over other systems, and the relative ease of implementation in light this critical replacement all make it unequivocally the best solution.

### **Details of Alternative CMS Evaluation**

At the outset of this evaluation effort, APD contacted every California county with a population in excess of 900,000 to discuss their CMS system, and where possible, view a demonstration of the system. In addition, at the request of the CIO, APD also contacted the Public Defender and District Attorney of King County, Washington. Finally, APD also contacted the Los Angeles Office of the Federal Public Defender. After discussing each of these offices' CMS solutions, APD then viewed demonstrations of 1) the Public Defender's CCMS, 2) Defender Data by Justice Works, 3) Defender by Karpel, and 4) Prosecutor by Karpel.

After evaluating these CMS packages and demonstrations, APD moved forward with more in-depth evaluations of the Public Defender's CCMS and Defender by Karpel. APD employees (attorneys, secretarial staff, paralegals, and investigators) were asked to review hours of video demonstrating of both packages. The request for input was labeled voluntary and did not direct the reviewer to review any aspects of the CMS packages.

Ninety-five percent (95%) of the reviewers ranked Salesforce's CCMS in the top position. CCMS was universally noted to best match existing workflows and was found to be the most user-friendly.

Defender by Karpel was ranked in second place the most times, and below APD existing CMS system. It was universally viewed as more powerful than APD's existing CMS system but substantially less user-friendly than CCMS. It was also frequently noted that Karpel would require radical changes to existing workflows, and it did not fit well with

existing Court processes either.

APD's existing CMS system was universally viewed least favorably for a variety of reasons, mostly involving the fact that it requires several separate, unique software programs to accomplish the same tasks that are built into both CCMS and Karpel.

### **Technical Issues with Defender by Karpel and APD CMS**

APD's existing CMS has several mission critical flaws that make its replacement or substantial updating required imminently.

- 1) When the Superior Court's Odyssey case information system goes live (currently estimated February 2023) APD's existing CMS will become entirely non-functional. It must be replaced or substantially updated before then or APD operations will be catastrophically impaired.
- 2) APD's CMS does not currently reside on a supported server operating system and therefore is not capable of meeting any current County security requirements.
- 3) APD's CMS is not a web-based program, capable of providing access to the system from any internet accessible location. This is of concern during crises such as COVID-19 where remote work becomes critical for continued operations.
- 4) The current APD CMS needs updating to meet the current functional needs of the department and the Board which are considerably larger and more evolved than when the solution was built more than 20 years ago. As various changes in the law and in defense practice in general have evolved over the years, the APD CMS system has not been able to evolve with those changes.

Defender by Karpel lacks in the following significant ways: does not have ability to integrate with the digital evidence management systems (DEMS) either currently in use or under consideration in Los Angeles, does not have an integrated DEMS as well as the ability to internally store the massive volume of digital evidence, primarily body worn camera digital videos, does not provide consistency of data reporting that was the mandate of the Board when it approved the Salesforce CCMS solution for the Public Defender's Office, does not have a meaningful conflict checking system which is non-negotiable to APD's operations

Given APD's current staffing and capabilities, Defender by Karpel appears inadequate in areas of workflow management, particularly regarding case assignments, secretarial tasks, other administrative tasks, investigatory tasks and assignments, and other professional ancillary services assignment and management.

The Honorable Board of Supervisors

June 28, 2022

Page 8

CCMS on the other hand has proven to check every single critical box. One of the key advantages of both Public Defender offices using the Salesforce system will be the ability to seamlessly share data between the two systems. This will happen daily when both systems are up and running every time the Public Defender declares a conflict of interest and APD is appointed. This occurs in every case the APD handles. All data and documents in the PD system will be efficiently exported to the APD system which will have a data structure that mirrors the PD's. Any COTS, including Defender by Karpel, would require extensive modifications to try to accommodate this functional requirement.

One of the primary benefits of the proposed Salesforce-based CCMS system is that both the software itself and the customized portion of the solution are both easily updatable to meet changes in server operating systems as well as changes in the law requiring updates to the core functionality of the CCMS system or other presently unknown changes in criminal legal practice.

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

The approval of the Agreement with PS and Amendment with the right project manager will increase operational efficiency and effectiveness by improving the ability to measure workload, allocate staff and resources, and provide staff case preparation tools to best achieve APD's mission to provide competent representation.

APD's current CMS system is not a web-based program, capable of providing access to the system from any internet accessible location and this has been a concern during a crisis such as COVID-19 where remote work becomes critical for continued operations. The new CCMS implementation would allow better workflow with case preparation tools that can be accessed remotely.

CCMS will radically improve APD's capability for robust tracking and reporting of data in critical areas such as recidivism, homelessness, mental health and immigration.

### **CONCLUSION**

Upon your Board's approval, it is requested that the Executive Officer, Clerk of the Board of Supervisors, return two (2) adopted stamped copies of the Board letter to: Alternate Public Defender, 210 West Temple Street 18th Floor, Los Angeles, California 90012.

The Honorable Board of Supervisors  
June 28, 2022  
Page 9

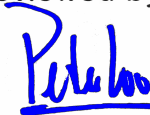
Respectfully submitted,



---

Erika Anzoátegui  
Alternate Public Defender

Reviewed by:



---

PETER LOO  
Acting Chief Information Officer

Enclosures (5)

c: Executive Office, Board of Supervisors  
Chief Executive Office  
Alternate Public Defender  
Auditor-Controller  
County Counsel



**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**SAPIENT CORPORATION**

**FOR**

**CLIENT CASE MANAGEMENT SYSTEM**

---

**\_ [ ] 2022**



## **TABLE OF CONTENTS**

|     |   |    |
|-----|---|----|
| 1.  | APPLICABLE DOCUMENTS .....                    | 1  |
| 1.1 | INTERPRETATION.....                           | 1  |
| 1.2 | ENTIRE AGREEMENT .....                        | 2  |
| 1.3 | DEFINITIONS.....                              | 2  |
| 2.  | ADMINISTRATION OF AGREEMENT – COUNTY .....    | 19 |
| 2.1 | COUNTY ADMINISTRATION .....                   | 19 |
| 2.2 | COUNTY KEY PERSONNEL.....                     | 19 |
| 2.3 | COUNTY PERSONNEL.....                         | 19 |
| 2.4 | APPROVAL OF WORK .....                        | 20 |
| 2.5 | COUNTY OBLIGATIONS .....                      | 20 |
| 3.  | ADMINISTRATION OF AGREEMENT – CONTRACTOR..... | 20 |
| 3.1 | CONTRACTOR ADMINISTRATION .....               | 20 |
| 3.2 | CONTRACTOR KEY PERSONNEL .....                | 20 |
| 3.3 | APPROVAL OF CONTRACTOR’S STAFF .....          | 21 |
| 3.4 | BACKGROUND AND SECURITY INVESTIGATIONS .....  | 22 |
| 3.5 | REPORTS BY CONTRACTOR .....                   | 22 |
| 3.6 | RULES AND REGULATIONS .....                   | 22 |
| 3.7 | CONTRACTOR’S STAFF IDENTIFICATION.....        | 23 |
| 4.  | CHANGE NOTICES AND AMENDMENTS .....           | 23 |
| 4.1 | GENERAL .....                                 | 23 |
| 4.2 | CHANGE NOTICES .....                          | 23 |
| 4.3 | AMENDMENTS.....                               | 24 |
| 4.4 | PROJECT SCHEDULE .....                        | 24 |
| 4.5 | EXTENSIONS OF TIME.....                       | 24 |

|     |   |    |
|-----|---|----|
| 4.6 | BOARD ORDERS .....                                | 24 |
| 4.7 | FACSIMILE .....                                   | 25 |
| 5.  | SCOPE OF WORK.....                                | 25 |
| 5.1 | SYSTEM COMPONENTS.....                            | 25 |
| 5.2 | SYSTEM IMPLEMENTATION .....                       | 26 |
| 5.3 | SYSTEM MAINTENANCE.....                           | 26 |
| 5.4 | OPTIONAL WORK.....                                | 27 |
| 5.5 | STANDARD OF SERVICES.....                         | 27 |
| 5.6 | UNAPPROVED WORK .....                             | 27 |
| 5.7 | REQUIRED CONSENTS.....                            | 27 |
| 6.  | PROJECT SCHEDULE.....                             | 28 |
| 6.1 | PROJECT PLAN .....                                | 28 |
| 6.2 | KEY DELIVERABLES AND MILESTONES.....              | 28 |
| 7.  | TERM .....  | 28 |
| 8.  | CONTRACT SUM .....                                | 29 |
| 8.1 | MAXIMUM CONTRACT SUM.....                         | 29 |
| 8.2 | SYSTEM IMPLEMENTATION .....                       | 29 |
| 8.3 | SYSTEM MAINTENANCE.....                           | 30 |
| 8.4 | OPTIONAL WORK.....                                | 30 |
| 8.5 | NON-APPROPRIATION OF FUNDS.....                   | 30 |
| 8.6 | COUNTY’S OBLIGATION FOR FUTURE FISCAL YEARS ..... | 30 |
| 9.  | INVOICES AND PAYMENTS.....                        | 31 |
| 9.1 | INVOICES .....                                    | 31 |
| 9.2 | ELECTRONIC DISTRIBUTION.....                      | 32 |
| 9.3 | SALES/USE TAX.....                                | 32 |
| 9.4 | PAYMENTS .....                                    | 33 |
| 9.5 | HOLDBACKS.....                                    | 33 |

*BASE AGREEMENT*

|      |   |    |
|------|---|----|
| 10.  | OWNERSHIP AND LICENSE .....                     | 33 |
| 10.1 | OWNERSHIP .....                                 | 33 |
| 10.2 | LICENSE .....                                   | 33 |
| 10.3 | SOURCE CODE FOR LICENSED SOFTWARE.....          | 35 |
| 10.4 | SOURCE CODE FOR APPLICATION MODIFICATIONS ..... | 37 |
| 10.5 | COUNTY’S RIGHT TO VERIFY SOURCE CODE .....      | 38 |
| 10.6 | POSSESSION AND USE OF SOURCE CODE.....          | 38 |
| 10.7 | POST-AGREEMENT PROPRIETARY RIGHTS .....         | 38 |
| 11.  | SYSTEM ACCEPTANCE.....                          | 38 |
| 11.1 | SYSTEM TESTS .....                              | 38 |
| 11.2 | PRODUCTION USE .....                            | 39 |
| 11.3 | FINAL ACCEPTANCE.....                           | 39 |
| 11.4 | FAILED TESTING .....                            | 39 |
| 11.5 | SYSTEM USE .....                                | 40 |
| 12.  | WARRANTIES AND CORRECTION OF DEFICIENCIES ..... | 40 |
| 12.1 | GENERAL WARRANTIES.....                         | 40 |
| 12.2 | SYSTEM WARRANTIES AND PROBLEM RESOLUTION .....  | 41 |
| 12.3 | CONTINUOUS PRODUCT SUPPORT .....                | 42 |
| 12.4 | WARRANTY PASS-THROUGH .....                     | 43 |
| 12.5 | REMEDIES .....                                  | 43 |
| 12.6 | BREACH OF WARRANTY OBLIGATIONS.....             | 43 |
| 12.7 | WARRANTY DISCLAIMER.....                        | 43 |
| 13.  | INDEMNIFICATION.....                            | 43 |
| 13.1 | GENERAL .....                                   | 43 |
| 13.2 | LIMITATION OF LIABILITY .....                   | 44 |
| 13.3 | INDEMNIFICATION PROCESS .....                   | 44 |
| 14.  | INSURANCE.....                                  | 45 |

|      |   |    |
|------|---|----|
| 14.1 | GENERAL INSURANCE REQUIREMENTS .....                                | 45 |
| 14.2 | EVIDENCE OF COVERAGE AND NOTICE .....                               | 45 |
| 14.3 | ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE .....               | 46 |
| 14.4 | INSURANCE COVERAGE REQUIREMENTS.....                                | 47 |
| 14.5 | FAILURE TO MAINTAIN COVERAGE.....                                   | 49 |
| 15.  | INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION.....             | 49 |
| 16.  | PROPRIETARY CONSIDERATIONS.....                                     | 50 |
| 16.1 | COUNTY MATERIALS .....  | 50 |
| 16.2 | TRANSFER TO COUNTY .....  | 51 |
| 16.3 | WORK PRODUCT .....  | 51 |
| 16.4 | PROPRIETARY AND CONFIDENTIAL .....                                  | 51 |
| 17.  | DISCLOSURE OF AGREEMENT .....                                       | 51 |
| 17.1 | DISCLOSURE .....  | 51 |
| 17.2 | REQUIRED DISCLOSURE .....   | 52 |
| 18.  | CONFIDENTIALITY AND SECURITY .....                                  | 52 |
| 18.1 | CONFIDENTIALITY .....   | 52 |
| 18.2 | SECURITY.....   | 54 |
| 18.3 | PROTECTION OF ELECTRONIC COUNTY INFORMATION – DATA ENCRYPTION ..... | 54 |
| 18.4 | REMEDIES .....  | 55 |
| 19.  | ASSIGNMENT AND DELEGATION.....                                      | 55 |
| 20.  | TERMINATION FOR DEFAULT.....  | 56 |
| 21.  | TERMINATION FOR CONVENIENCE.....                                    | 57 |
| 22.  | TERMINATION FOR IMPROPER CONSIDERATION .....                        | 57 |
| 23.  | TERMINATION FOR INSOLVENCY .....                                    | 57 |
| 24.  | EFFECT OF TERMINATION .....   | 58 |
| 25.  | INDEPENDENT CONTRACTOR STATUS.....                                  | 59 |
| 26.  | SUBCONTRACTING .....  | 60 |

|      |   |    |
|------|---|----|
| 27.  | RISK OF LOSS.....   | 61 |
| 28.  | MOST FAVORED PUBLIC ENTITY .....  | 61 |
| 29.  | RECORDS AND AUDITS.....   | 62 |
| 30.  | COUNTY’S QUALITY ASSURANCE PLAN .....                                   | 62 |
| 31.  | CONFLICT OF INTEREST .....  | 63 |
| 32.  | COMPLIANCE WITH APPLICABLE LAWS.....                                    | 63 |
| 33.  | FAIR LABOR STANDARDS.....   | 64 |
| 34.  | COMPLIANCE WITH CIVIL RIGHTS LAWS.....                                  | 64 |
| 35.  | RESTRICTIONS ON LOBBYING.....   | 65 |
| 35.1 | FEDERAL FUNDS PROJECTS.....   | 65 |
| 35.2 | LOBBYIST ORDINANCE .....  | 66 |
| 36.  | EMPLOYMENT ELIGIBILITY VERIFICATION .....                               | 66 |
| 37.  | CONTRACT HIRING .....   | 66 |
| 37.1 | CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS .....     | 66 |
| 37.2 | CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR<br>EMPLOYMENT ..... | 66 |
| 37.3 | PROHIBITION AGAINST INDUCEMENT AND PERSUASION.....                      | 67 |
| 38.  | FEDERAL EARNED INCOME CREDIT .....                                      | 67 |
| 39.  | CONTRACTOR RESPONSIBILITY AND DEBARMENT.....                            | 67 |
| 39.1 | RESPONSIBLE CONTRACTOR .....  | 67 |
| 39.2 | CHAPTER 2.202.....  | 67 |
| 39.3 | NON-RESPONSIBLE CONTRACTOR .....  | 67 |
| 39.4 | CONTRACTOR HEARING BOARD .....  | 68 |
| 39.5 | SUBCONTRACTORS OF CONTRACTOR .....                                      | 68 |
| 40.  | FEDERAL ACCESS TO RECORDS.....  | 69 |
| 41.  | REQUIRED CERTIFICATIONS .....   | 69 |
| 42.  | NO THIRD PARTY BENEFICIARIES.....                                       | 69 |
| 43.  | CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND                          |    |

|   |    |
|---|----|
| DISASTER .....  | 69 |
| 44. WARRANTY AGAINST CONTINGENT FEES.....   | 69 |
| 45. SAFELY SURRENDERED BABY LAW .....   | 70 |
| 45.1 NOTICE .....   | 70 |
| 45.2 ACKNOWLEDGMENT OF COMMITMENT .....   | 70 |
| 46. COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM .....   | 70 |
| 46.1 JURY SERVICE PROGRAM .....   | 70 |
| 46.2 WRITTEN EMPLOYEE JURY SERVICE POLICY .....   | 70 |
| 47. CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD<br>SUPPORT COMPLIANCE PROGRAM .....                                  | 71 |
| 48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN<br>COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE<br>PROGRAM.....       | 71 |
| 49. DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....  | 72 |
| 49.1 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED<br>PROPERTY TAX REDUCTION PROGRAM .....                      | 72 |
| 49.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE<br>WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM..... | 72 |
| 50. DISPUTE RESOLUTION PROCEDURE .....  | 72 |
| 51. ASSIGNMENT BY COUNTY.....   | 73 |
| 52. NEW TECHNOLOGY .....  | 73 |
| 53. NON-DISCRIMINATION IN SERVICES .....  | 73 |
| 54. UNLAWFUL SOLICITATION .....   | 74 |
| 55. GOVERNING LAW, JURISDICTION AND VENUE .....   | 74 |
| 56. WAIVER.....   | 74 |
| 57. AUTHORIZATION WARRANTY.....   | 74 |
| 58. VALIDITY AND SEVERABILITY .....   | 75 |
| 58.1 VALIDITY.....  | 75 |
| 58.2 SEVERABILITY .....   | 75 |

BASE AGREEMENT

|     |  |    |
|-----|--|----|
| 60. | ARM'S LENGTH NEGOTIATIONS .....  | 75 |
| 61. | NON-EXCLUSIVITY .....  | 76 |
| 62. | CAPTIONS AND PARAGRAPH HEADINGS.....   | 76 |
| 63. | FORCE MAJEURE .....  | 76 |
| 64. | INTENTIONALLY OMITTED .....  | 76 |
| 65. | DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS .....                                   | 76 |
| 66. | MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF<br>CONTRACTOR PERSONNEL AT FACILITY ..... | 76 |
| 67. | NOTICE OF DELAYS.....  | 76 |
| 68. | RE-SOLICITATION OF BIDS AND PROPOSALS.....   | 77 |
| 69. | NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION<br>OR TERMINATION OF AGREEMENT ..... | 77 |
| 70. | ACCESS TO COUNTY FACILITIES .....  | 77 |
| 71. | COUNTY FACILITY OFFICE SPACE .....   | 77 |
| 72. | PHYSICAL ALTERATIONS .....   | 78 |
| 73. | STAFF PERFORMANCE WHILE UNDER THE INFLUENCE .....  | 78 |
| 74. | RECYCLED PAPER.....  | 78 |
| 75. | TIME OFF FOR VOTING .....  | 78 |
| 76. | COMPLIANCE WITH COUNTY'S ZERO TOLERANCE ON HUMAN<br>TRAFFICKING .....                      | 78 |
| 77. | COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES .....                                     | 78 |
| 78. | COMPLIANCE WITH THE COUNTY POLICY OF EQUITY .....  | 78 |
| 79. | PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S).....                              | 79 |
| 80. | COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL.....                                  | 79 |
| 81. | SURVIVAL .....   | 80 |

## **EXHIBITS**

### Exhibit A Statement of Work

Attachment A.1 System Requirements

Attachment A.2 Software Configuration

Attachment A.3 Information Security Requirements

Attachment A.4 Compliance with Encryption Requirements

Attachment A.5 Deliverable Acceptance Document

Attachment A.6 Solution Methodology

Attachment A.7 Proposal Forms

### Exhibit B Pricing Schedule

Schedule B.1 Optional Work Schedule

### Exhibit C Project Schedule

### Exhibit D Service Level Agreement

Schedule D.1 Application Management Services

Schedule D.2 On-Demand Application Support

Schedule D.3 Maintenance and Support Process

### Exhibit E Administration of Agreement

### Exhibit F Confidentiality and Assignment Agreement

### Exhibit G Contractor's EEO Certification

### Exhibit H Jury Service Ordinance

### Exhibit I Safely Surrendered Baby Law

### Exhibit J Source Code Escrow Agreements

### Exhibit K Pre-Approved Subcontractors

### Exhibit L Subscription License, Service Levels and Support Terms

Schedule L.1 Salesforce.com, Inc.

Schedule L.2 LinkPoint360, LLC

Schedule L.3 Luminix, Inc.

Schedule L.4 Nintex USA Inc.

Schedule L.5 Box, Inc.

Schedule L.6 Image Access Corp.

### Exhibit M Contractor's Proposal [Incorporated by Reference]

### Exhibit N Request for Proposals [Incorporated by Reference]



This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter “County”) and Sapient Corporation (hereinafter “Contractor”) (hereinafter collectively also the “parties”).

## RECITALS

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications and staffing to provide to County the Work contemplated by this Agreement; and

WHEREAS, County is authorized by, inter alia, California Government Code sections 26227 and 31000 to contract for goods and services, including the Work contemplated herein; and

WHEREAS, County issued a Request for Proposals (RFP) for the provision, maintenance and support of a Case Management System (hereinafter “CMS” or “System”) solution (hereinafter “Solution”) for the Law Office of the Los Angeles County Public Defender (hereinafter “Public Defender”); and

WHEREAS, Contractor submitted a proposal to County for the provision, maintenance and support of the Solution, based on which Contractor was selected for recommendation for award of an agreement relating to the Public Defender CMS;

WHEREAS, the Law Office of the Los Angeles County Alternate Public Defender (hereinafter “Alternate Public Defender”) desires leverage the baseline Public Defender CMS to develop and implement a CMS to fit the requirements of the Alternative Public Defender.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for good and valuable consideration, County and Contractor agree as follows:

### 1. APPLICABLE DOCUMENTS

#### 1.1 INTERPRETATION

The provisions of this document (hereinafter “Base Agreement”), along with Exhibits A, B, C, D, E, F, G, H, I, J, K and L including all Attachments and Schedules thereto, attached hereto, and Exhibits M and N, not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as the “Agreement”. 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, subtask, deliverable, goods, service or other work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

Exhibit A – Statement of Work

Attachment A.1 – System Requirements

Attachment A.2 – Software Configuration

Attachment A.3 – Information Security Requirements

Attachment A.4 – Compliance with Encryption Requirements

Attachment A.5 – Deliverable Acceptance Document

- Attachment A.6 – Solution Methodology
- Attachment A.7 – Proposal Forms
- Exhibit B – Pricing Schedule
  - Schedule B.1 – Optional Work Schedule
- Exhibit C – Project Schedule
- Exhibit D – Service Level Agreement
  - Schedule D.1 – Application Management Services
  - Schedule D.2 – On-Demand Application Support
  - Schedule D.3 – Maintenance and Support Process
- Exhibit E – Administration of Agreement
- Exhibit F – Confidentiality and Assignment Agreement
- Exhibit G – Contractor’s EEO Certification
- Exhibit H – Jury Service Ordinance
- Exhibit I – Safely Surrendered Baby Law
- Exhibit J – Source Code Escrow Agreements
- Exhibit K – Pre-Approved Subcontractors
- Exhibit L – Subscription License, Service Levels and Support Terms
  - Schedule L.1 – Salesforce.com, Inc.
  - Schedule L.2 – LinkPoint360, LLC
  - Schedule L.3 – Luminix, Inc.
  - Schedule L.4 – Nintex USA Inc.
  - Schedule L.5 – Box, Inc.
  - Schedule L.6 – Image Access Corp.
- Exhibit M – Contractor’s Proposal (incorporated by reference)
- Exhibit N – Request for Proposals (incorporated by reference)

## 1.2 ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.

## 1.3 DEFINITIONS

The terms and phrases in this Paragraph 1.3 in quotes and with initial letter capitalized, where applicable, whether singular or plural, shall have the particular meanings set forth below whenever such terms are used in this Agreement.

1.3.1 ACCEPTANCE

The term “Acceptance” shall mean County’s written approval of any tasks, subtasks, deliverables, goods, services or other Work, including System Tests, provided by Contractor to County pursuant to this Agreement.

1.3.2 ACCEPTANCE CRITERIA

The term “Acceptance Criteria” shall mean criteria for County’s Acceptance of Deliverables as specified in Exhibit A (Statement of Work).

1.3.3 ADDITIONAL SOFTWARE

The term “Additional Software” shall mean additional Licensed Software, and related Documentation, that Contractor may provide upon County’s request therefor in accordance with Paragraph 5.4 (Optional Work), which will update Schedule B.1 (Optional Work Schedule). Once accepted and approved by County, Additional Software shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.4 AGREEMENT

The term “Agreement” shall have the meaning specified in Paragraph 1.1 (Interpretation).

1.3.5 AMENDMENT

The term “Amendment” shall have the meaning specified in Paragraph 4 (Change Notices and Amendments).

1.3.6 ANNUAL FEES

The term “Annual Fee(s)” shall mean the annual portion of the Maintenance Fees to be paid by County to Contractor for System Maintenance for Maintenance Periods commencing upon Final Acceptance in accordance with the terms of this Agreement, including Exhibit B (Pricing Schedule) and any Schedules thereto.

1.3.7 APPLICATION MAINTENANCE AND SUPPORT

The term “Application Maintenance and Support” shall mean System Maintenance Services for Application Software together with Application Modifications and includes Application Management Services and On-Demand Application Support.

1.3.8 APPLICATION MANAGEMENT SERVICES

The term “Application Management Services” shall mean System Maintenance Services for Application Software to be provided by Contractor through the end of year one (1) post-Final Acceptance in accordance with Schedule D.1 (Application Management Services), as further specified in Paragraph 5.3.1 (Application Management Services).

1.3.9 APPLICATION MODIFICATIONS

The term “Application Modification(s)” shall mean Programming Modifications including Customizations and Interfaces, and related Documentation, that Contractor may provide as part of System Implementation or Optional Work during the term of the Agreement.

1.3.10 APPLICATION SOFTWARE

The term “Application Software” shall mean all Licensed Software, County Software and Application Modifications, and related Documentation, provided by Contractor to County as part of the Solution in accordance with the terms of this Agreement.

1.3.11 APPLICATION SUPPORT FEES

The term “Application Support Fees” shall mean the applicable fees to be paid by County to Contractor for Contractor-provided and County-approved actual hours of Application Maintenance and Support.

1.3.12 BASE AGREEMENT

The term “Base Agreement” shall have the meaning specified in Paragraph 1.1 (Interpretation) above.

1.3.13 BOARD OF SUPERVISORS; BOARD

The terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors, which is the governing body of County.

1.3.14 BUSINESS DAY

The term “Business Day” shall mean any day of eight (8) working hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.

1.3.15 BUSINESS HOURS

The term “Business Hours” shall mean the hours from 8:00 a.m. to 5:00 p.m. Pacific Time during Business Days.

1.3.16 CHANGE NOTICE

The term “Change Notice” shall have the meaning specified in Paragraph 4 (Change Notices and Amendments).

1.3.17 CMS; CCMS

The terms “CMS” and “CCMS” shall mean and refer to the Client Case Management System to be provided by Contractor pursuant to the terms of this Agreement, as further defined in Paragraph 1.3.125 (System) and described in the Recitals to this Base Agreement.

1.3.18 CMS SOLUTION

The term “CMS Solution” shall have the same meaning as the term “Solution”.

1.3.19 CONFIDENTIAL INFORMATION

The term “Confidential Information” shall mean any data or information, in any format, and includes sensitive financial information, any County data and any other information otherwise deemed confidential by County or by Contractor or by applicable Federal, State or local law, as further specified in Paragraph 18 (Confidentiality and Security).

1.3.20 CONFIGURATIONS

The term “Configuration(s)” shall mean configurations of Licensed Software, and related Documentation, which may be provided by Contractor during the term of the Agreement upon County’s election as part of System Implementation or Optional Work in order for the Solution to meet existing or future System Requirements specified by County.

1.3.21 CONTRACT SUM

The term “Contract Sum” shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 8.1 (Maximum Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

- 1.3.22 CONTRACTOR  
The term “Contractor” shall have the meaning specified in the Recitals to the Agreement.
- 1.3.23 CONTRACTOR KEY PERSONNEL  
The term “Contractor Key Personnel” shall have the meaning specified in Paragraph 3.1 (Contractor Administration).
- 1.3.24 CONTRACTOR’S KEY STAFF  
The term “Contractor’s Key Staff” shall have the meaning specified in Paragraph 3.3 (Approval of Contractor’s Staff).
- 1.3.25 CONTRACTOR’S PROJECT DIRECTOR  
The term “Contractor’s Project Director” shall have the meaning specified in Paragraph 3.2.1 (Contractor’s Project Director).
- 1.3.26 CONTRACTOR’S PROJECT EXECUTIVE  
The term “Contractor’s Project Executive” shall be the person designated as such in Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement).
- 1.3.27 CONTRACTOR’S PROJECT MANAGER  
The term “Contractor’s Project Manager” shall have the meaning specified in Paragraph 3.2.2 (Contractor’s Project Manager).
- 1.3.28 CONTRACTOR’S PROPOSAL; PROPOSAL  
The terms “Contractor’s Proposal” and “Proposal” shall mean and refer to the proposal submitted by Contractor in response to the RFP, incorporated by reference into this Agreement as Exhibit M (Contractor’s Proposal).
- 1.3.29 CORE SOFTWARE  
The term “Core Software” shall mean the software program(s) and tool(s) which are used to develop and comprise the underlying component of the Application Software, and related Documentation, provided by Contractor pursuant to this Agreement as part of the Solution for meeting some or all System Requirements, which is subject to the provisions of Schedule L.1 (Salesforce.com, Inc.).
- 1.3.30 COTS  
The term “COTS” shall mean “commercial-off-the-shelf” when used with software.
- 1.3.31 COUNTY  
The term “County” shall mean the County of Los Angeles, California.
- 1.3.32 COUNTY KEY PERSONNEL  
The term “County Key Personnel” shall have the meaning specified in Paragraph 2.1 (County Administration).
- 1.3.33 COUNTY MATERIALS  
The term “County Materials” shall have the meaning specified in Paragraph 16.1 (County Materials).

1.3.34 COUNTY SOFTWARE

The term “County Software” shall mean the County software included in the Solution, that is licensed, hosted and maintained by County.

1.3.35 COUNTY’S PROJECT DIRECTOR

The term “County’s Project Director” shall have the meaning specified in Paragraph 2.2.1 (County’s Project Director).

1.3.36 COUNTY’S PROJECT MANAGER

The term “County’s Project Manager” shall have the meaning specified in Paragraph 2.2.2 (County’s Project Manager).

1.3.37 CUSTOMIZATIONS

The term “Customization(s)” shall mean the customizations or other modifications to the Application Software, and related Documentation, which may be provided by Contractor during the term of the Agreement upon County’s election as part of System Implementation or Optional Work in order for the Solution to meet existing or future System Requirements specified by County.

1.3.38 DATA CONVERSION

The term “Data Conversion” shall mean and refer to tasks and deliverables associated with the migration and conversion of Existing Data as part of System Implementation Services, as further specified in Exhibit A (Statement of Work).

1.3.39 DAY

The term “Day” shall mean calendar day and not Business Day.

1.3.40 DEFICIENCY; DEFICIENCIES; DEFECT(S)

The terms “Deficiency(ies)” and “Defect(s)”, whether singular or plural, shall mean any of the following: any malfunction, error or defect in the design, development, implementation, materials, and/or workmanship that results in any failure to meet or comply with or deviation from the Specifications.

1.3.41 DELIVERABLE; DELIVERABLE

The terms “Deliverable” and “deliverable” shall mean items and/or services provided or to be provided by Contractor under this Agreement, including any Deliverables set forth in Exhibit A (Statement of Work).

1.3.42 DELIVERABLE ACCEPTANCE DOCUMENT; DOD

The terms “Deliverable Acceptance Document” and “DAD” shall mean County-executed Attachment A.5 (Deliverable Acceptance Document) signifying County’s Acceptance and approval of a Deliverable or other Work that may be provided by Contractor under the Agreement.

1.3.43 DEPARTMENT

The term “Department” shall mean the Office of the Los Angeles County Alternate Public Defender.

1.3.44 DIRECTOR

The term “Director” shall mean the Los Angeles County Alternate Public Defender.

1.3.45 DISASTER

The term “Disaster” shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environment and requires Contractor to provide Disaster Recovery.

1.3.46 DISABLING DEVICE

The term “Disabling Device” shall have the meaning specified in Paragraph 12.1 (General Warranties).

1.3.47 DISASTER RECOVERY

The term “Disaster Recovery” shall mean and refer to the services and other work to be provided by Contractor for recovering the System in the event of a Disaster, as further specified in the Statement of Work and/or the SLA.

1.3.48 DISPUTE RESOLUTION PROCEDURE; DRP

The terms “Dispute Resolution Procedure” and “DRP” shall mean and refer to the provisions of Paragraph 50 (Dispute Resolution Procedure) describing the procedure for resolving the disputes arising under or with respect to this Agreement.

1.3.49 DOCUMENTATION

The term “Documentation” shall mean written and electronic technical and user documentation with respect to the Solution and System provided or made available by Contractor or any Pre-Approved Subcontractors under this Agreement, including documentation relating to software and hardware specifications and functions, training course materials, technical manuals, user manuals, operating manuals, quick reference guides, and FAQs relating to the capabilities, operation, installation and use of the Solution and/or applicable components.

1.3.50 DOWNTIME

The term “Downtime” shall mean the period of time when the Solution or any Solution component is unavailable, including Scheduled Downtime and Unscheduled Downtime, as further specified in the Statement of Work and/or the SLA.

1.3.51 DUE DATE

The term “Due Date” shall mean the due date for the completion of any Deliverable in the Project Schedule.

1.3.52 EFFECTIVE DATE

The term “Effective Date” shall mean the date of execution of this Agreement by County and the authorized representative(s) of Contractor.

1.3.53 EXISTING DATA

The term “Existing Data” shall mean the data of any of County’s Existing Systems to be migrated and converted by Contractor as part of System Implementation Services in accordance with Exhibit A (Statement of Work).

1.3.54 EXISTING SYSTEM

The term “Existing System” shall mean any one of the Alternate Public Defender’s case management systems utilized by County on the Effective Date, as further described in Exhibit A (Statement of Work).

1.3.55 FINAL ACCEPTANCE; SYSTEM ACCEPTANCE

The terms “Final Acceptance” and “System Acceptance” shall mean County’s Acceptance of the Final Acceptance Test or System Acceptance Test, as applicable, as evidenced by written approval in accordance with the terms of this Agreement of the designated Deliverable for such System Test under the Statement of Work, as further specified in Paragraph 11.3 (Final Acceptance).

1.3.56 FINAL ACCEPTANCE DATE

The term “Final Acceptance Date” shall mean the date of Final Acceptance.

1.3.57 FINAL ACCEPTANCE TEST; SYSTEM ACCEPTANCE TEST

The terms “Final Acceptance Test” and “System Acceptance Test” shall mean and refer to the final System Test to determine whether Contractor has satisfied the terms and conditions of the Statement of Work and whether to Accept the System for Production Use. The determination will be based upon the Deliverables that comply with the requirements of the Agreement, the satisfactory performance of all Statement of Work activities and the successful demonstration through the System Tests that the System and System Data satisfy the System Requirements and Specifications set forth in Exhibit A (Statement of Work), as further specified in Paragraph 11.3 (Final Acceptance).

1.3.58 FIXED HOURLY RATE

The term “Fixed Hourly Rate” shall mean the applicable hourly rate specified in Exhibit B (Pricing Schedule) for Optional Work, including Professional Services and Programming Modifications, Application Management Services and/or On-Demand Application Support, as applicable, that Contractor may provide upon County’s request therefor during the term of the Agreement.

1.3.59 GO-LIVE

The term “Go-Live” shall mean and refer to the first Production Use of the System, as specified in the Statement of Work.

1.3.60 HARDWARE UPGRADES

The term “Hardware Upgrade(s)” shall mean and include any additions to and/or replacements to the System Hardware, available or made available subsequent to Final Acceptance, in order to comply with the System Performance Requirements and other Specifications set forth in the Statement of Work and elsewhere in the Agreement.

1.3.61 HOLDBACK AMOUNT

The term “Holdback Amount” shall mean the amount County is authorized under Paragraph 9.5 (Holdbacks) herein to withhold from Contractor from any System Implementation Deliverable invoice, exclusive of License Fees, submitted by Contractor under the Agreement and approved by County pursuant to Paragraph 2.4 (Approval of Work), as further specified in Exhibit B (Pricing Schedule).



1.3.62 IMPLEMENTATION FEES

The term “Implementation Fee(s)” shall mean and include the fees to be paid by County to Contractor for the provision of System Implementation Services in accordance with the terms of this Agreement, including the Statement of Work.

1.3.63 IMPLEMENTATION PERIOD

The term “Implementation Period” shall mean the period from the Effective Date of the Agreement through the Solution’s Final Acceptance by County.

1.3.64 INTERFACED SYSTEM

The term “Interfaced System” shall mean any system interfaced with the Solution as part of the System, including where County Software resides.

1.3.65 INTERFACES

The term “Interface(s)” shall mean the set of software mechanisms, which may be provided by Contractor under this Agreement as part of System Implementation or Optional Work, which allow the transfer of electronic data and/or software commands between computer systems, networks, applications or modules, and related Documentation.

1.3.66 KEY DELIVERABLE

The term “Key Deliverable” shall mean a Deliverable that is key to the Project or is marked as such on Exhibit C (Project Schedule).

1.3.67 LICENSE

The term “License” shall have the meaning specified in Paragraph 10.2 (License).

1.3.68 LICENSE AND INTEGRATION COST

The term “License and Integration Cost” shall mean the cost of all Licenses and Implementation Services, including System integration, to be provided by Contractor and any Pre-Approved Subcontractors as part of System Implementation, including License Fees and Implementation Fees.

1.3.69 LICENSE FEES

The term “License Fee(s)” shall mean any fees for Licenses for the Software to be provided, developed or made available to County under this Agreement.

1.3.70 LICENSE START DATE

The term “License Start Date” shall have the meaning specified in Paragraph 10.2.2 (License Term).

1.3.71 LICENSE YEAR

The term “License Year” shall mean and refer to each calendar year during the term of the Agreement commencing upon the License Start Date.

1.3.72 LICENSED SOFTWARE

The term “Licensed Software” shall mean Core Software, Partner Software and Additional Software, and related Documentation, provided, implemented, hosted and maintained by Contractor pursuant to this Agreement.

1.3.73 MAINTENANCE AND SUPPORT; M&S

The terms “Maintenance and Support” and “M&S” shall have the same meaning as “System Maintenance”.

1.3.74 MAINTENANCE FEES

The term “Maintenance Fee(s)” shall mean and include the applicable fees to be paid by County to Contractor for the provision of System Maintenance, including Maintenance Services and Support Services, in accordance with the terms of this Agreement, including the Statement of Work and/or the SLA, including Subscription Fees and Application Support Fees.

1.3.75 MAINTENANCE PERIOD

The term “Maintenance Period” shall mean the period during which Contractor shall provide System Maintenance, commencing upon Go-Live through the end of the term of the Agreement.

1.3.76 MAINTENANCE SERVICES

The term “Maintenance Services” shall mean any goods and/or services provided by Contractor under the Agreement for maintaining the Solution, including but not limited to Software Updates, Hardware Upgrades, enhancements, corrections and other updates to the Solution, interfaces, performance, data security, reports and regulatory compliance, as further specified in the Statement of Work and/or the SLA.

1.3.77 MAXIMUM FIXED PRICE

The term “Maximum Fixed Price” shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance Paragraph 5.4 (Optional Work).

1.3.78 MILESTONE

The term “Milestone” shall mean a Deliverable marked as such on the Project Schedule or considered as a milestone by County.

1.3.79 MONTHLY FEE

The term “Monthly Fee” shall mean 1/12<sup>th</sup> of the Annual Fee.

1.3.80 ON-DEMAND APPLICATION SUPPORT

The term “On-Demand Application Support” shall mean System Maintenance Services for Application Software, which may be provided by Contractor in years two (2) and three (3) post-Final Acceptance in accordance with Schedule D.2 (On-Demand Application Support), as further specified in Paragraph 5.3.3 (On-Demand Application Support).

1.3.81 OPERATING SOFTWARE

The term “Operating Software” shall mean the software and other products which may be provided by Contractor or County as part of the System Environment, including operating and database software.

1.3.82 OPTIONAL WORK

The term “Optional Work” shall mean Programming Modifications, Professional Services and/or Additional Software that may be provided by Contractor to County upon County’s

request and approval in accordance with 5.4 (Optional Work) and identified appropriately in Schedule B.1 (Optional Work Schedule).

1.3.83 PARTNER SOFTWARE

The term “Partner Software” shall mean the portion of the Application Software provided by Contractor to County under this Agreement to supplement the Core Software that is not proprietary to the owner of the Core Software, which shall be subject to the applicable terms of the Schedules to Exhibit L (Subscription License, Service Levels and Support Terms) other than Schedule L.1 (Salesforce.com, Inc.).

1.3.84 POOL DOLLARS

The term “Pool Dollars” shall mean the amount allocated to County under this Agreement for the provision by Contractor of Optional Work, including Programming Modifications, Professional Services and Additional Software, approved by County in accordance with the terms of this Agreement.

1.3.85 PRE-APPROVED SUBCONTRACTOR(S)

The term “Pre-Approved Subcontractors” shall mean and refer to the subcontractors directly or indirectly engaged by Contractor for provision of Work under the Agreement including Software Vendors, as identified in Exhibit K (Pre-Approved Subcontractors).

1.3.86 PRICING SCHEDULE

The term “Pricing Schedule” shall mean the schedule of prices for Deliverables, rates and other fees identified as Exhibit B (Pricing Schedule) with all Schedules thereto.

1.3.87 PRODUCTION ENVIRONMENT

The term “Production Environment” shall mean the System Environment set up by Contractor as part of System Implementation Services pursuant to Exhibit A (Statement of Work) for Production Use of the Solution.

1.3.88 PRODUCTION USE

The term “Production Use” shall mean the actual use of the Solution in the Production Environment for the performance of County’s operations commencing upon Go-Live.

1.3.89 PROFESSIONAL SERVICES

The term “Professional Service(s)” shall mean consulting services and/or training that Contractor may provide upon County’s request therefor in the form of Optional Work in accordance with Paragraph 5.4 (Optional Work).

1.3.90 PROGRAMMING MODIFICATIONS

The term “Programming Modification(s)” shall mean the customizations and/or other programming modifications to the Application Software, including Configurations, Customizations and Interfaces, and related Documentation, which may be provided by Contractor during the term of the Agreement upon County’s election in order for the Solution to meet existing or future System Requirements selected by County.

1.3.91 PROJECT

The term “Project” shall mean County’s project for the development, implementation, hosting, maintenance and support of the CMS to be provided by Contractor as Work under the Agreement, as further defined in Exhibit A (Statement of Work).

1.3.92 PROJECT MANAGEMENT TOOL

The term “Project Management Tool” shall mean the tool, also known as “Vertigo” or “Project Force”, used by Contractor to develop in collaboration with County the detailed statement of work for System Implementation.

1.3.93 PROJECT PLAN

The term “Project Plan” shall mean the detailed plan for System Implementation Services to be provided by Contractor to County in response to the RFP and/or as specified in Exhibit A (Statement of Work) and/or Exhibit C (Project Schedule).

1.3.94 PROJECT SCHEDULE

The term “Project Schedule” shall mean the agreed upon timeline for System Implementation Tasks, Subtasks and Deliverables specified in Exhibit A (Statement of Work), including the schedule identified in Exhibit C (Project Schedule).

1.3.95 RELEASE CONDITIONS

The term “Release Condition(s)” shall have the meaning set forth in Paragraph 10.3.3 (Source Code Release Conditions – Licensed Software) and Paragraph 10.4.3 (Source Code Release Conditions – Application Modifications), as applicable.

1.3.96 REPLACEMENT PRODUCT

The term “Replacement Product” shall have the meaning set forth in Paragraph 12.3 (Continuous Product Support).

1.3.97 REQUEST FOR PROPOSALS; RFP

The terms “Request for Proposals” and “RFP” shall mean County issued Request for Proposals resulting in this Agreement, incorporated by reference into this Agreement as Exhibit N (Request for Proposals).

1.3.98 RESOLUTION TIME

The term “Resolution Time” shall mean and refer to the period of time within which Contractor may be required under the applicable SLA provisions to correct a reported Deficiency based on the Severity Level of such Deficiency.

1.3.99 RESPONSE TIME

The term “Response Time” shall mean the total amount of time for the System to respond to an input or request for service, as further specified in the Statement of Work and/or the SLA.

1.3.100 SCHEDULED DOWNTIME

The term “Schedule Downtime” shall mean the period during which Solution cannot be accessed due to System scheduled maintenance, including but not limited to preventive maintenance, updates, upgrades, scheduled reboots and restarts, as further specified in the Statement of Work.

1.3.101 SECURITY REQUIREMENTS

The term “Security Requirements” shall mean and refer to the System security requirements specified in the RFP and the Statement of Work, including those set forth in Attachment A.3 (Information Security Requirements).

1.3.102 SERVICE AVAILABILITY

The term “Service Availability” shall mean the minimum availability of Services provided by Contractor under the Agreement, as further specified in the Statement of Work and/or the SLA.

1.3.103 SERVICE CREDITS

The term “Service Credits” shall mean and refer to any credits that may be assessed by County against fees payable to Contractor for Contractor’s failure to correct a Service Level Deficiency, including but not limited to Unscheduled Downtime or System Performance Deficiency, within a prescribed period of time depending on the Severity Level of such Deficiency, as further specified in the Statement of Work and/or the SLA.

1.3.104 SERVICE LEVEL AGREEMENT; SLA

The terms “Service Level Agreement” and “SLA” shall mean and refer to the provisions of Exhibit D (Service Level Agreement), including all Schedules thereto, and the applicable provisions of Exhibit L (Subscription License, Service Levels and Support Terms), including all Schedules thereto.

1.3.105 SERVICE LEVEL DEFICIENCY; SLA DEFICIENCIES; SLA DEFECT(S)

The terms “Service Level Deficiency(ies)”, “SLA Deficiency(ies)” and “Service Level Defect(s)”, whether singular or plural, shall mean any of the following: any malfunction, error or defect in the design, development, implementation, materials and/or workmanship that results in any failure to meet or comply with, or deviation from, the Service Level Agreement.

1.3.106 SERVICE LEVELS; SERVICE LEVEL REQUIREMENTS

The terms “Service Level(s)” and “Service Level Requirements” shall mean the requirements of Contractor’s service levels during Production Use of the System specified in the Agreement, including those set forth in the SLA and/or the Statement of Work.

1.3.107 SERVICES

The term “Services” shall mean System Implementation Services, System Maintenance Services including Maintenance and Support Services, any services that are part of Optional Work and any other services provided by Contractor under this Agreement.

1.3.108 SEVERITY LEVEL

The term “Severity Level” shall mean any one of four (4) levels of a Deficiency severity, used among other for purposes of determining the maximum time allowable under the Agreement for Contractor to correct such Deficiency, as further specified in the Statement of Work and/or the Service Level Agreement.

1.3.109 SOFTWARE

The term “Software” shall have the same meaning as “Licensed Software”.

### 1.3.110 SOFTWARE MODIFICATIONS

The term “Software Modification(s)” shall mean Application Modifications, Software Updates, Additional Software and any Replacement Products, and related Documentation, that may be provided by Contractor to County under this Agreement. Once accepted and approved by County, Software Modifications shall become part of, and be deemed, Application Software for the purpose of this Agreement.

### 1.3.111 SOFTWARE UPDATES

The term “Software Update(s)” shall mean and include any additions to and/or replacements to the System Software, available or made available subsequent to Go-Live, and shall include all Application Software performance and functionality enhancement releases, new Version Releases, Licensed Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and any other modifications to the Application Software, including but not limited to those required for the Solution to remain in compliance with applicable Federal and State laws and regulations and the terms of this Agreement, provided by Contractor in accordance with the Statement of Work and/or the SLA.

### 1.3.112 SOFTWARE VENDOR

The term “Software Vendor” shall mean any one of the vendors sublicensing the Licensed Software comprising the Solution under the Agreement, including the Core Software vendor and Partner Software vendors.

### 1.3.113 SOLUTION

The term “Solution” shall mean the combination of the software, any hardware, any hosting services, maintenance, technical support and other Work, including all System Software, System Data, System Environment, System Hosting, Subscription Services, Interfaced Systems, Third Party Software, System Implementation Services, System Maintenance Services and other related Services, provided by Contractor to County in accordance with the terms of this Agreement.

### 1.3.114 SOLUTION REQUIREMENTS

The term “Solution Requirements” shall mean requirements relating to the System and Services provided by Contractor hereunder, including those specified in Attachment A.1 (System Requirements).

### 1.3.115 SOURCE CODE

The term “Source Code” shall mean the fundamental component of Application Software that is created by a programmer and can be read and easily understood by a human being, to the extent available, developed for or licensed by Contractor to County under this Agreement, including Core Software, Application Modifications and Partner Software, together with all Documentation and other proprietary information related to such source code.

### 1.3.116 SOURCE CODE ESCROW

As used herein, the term “Source Code Escrow” shall have the meaning specified in Paragraph 10.3.1 (Source Code Escrow).

### 1.3.117 SOURCE CODE ESCROW AGREEMENT

As used herein, the term “Source Code Escrow Agreement” shall mean any agreement with a third party Source Code Escrow provider, including all addenda, amendments and modifications thereto, for depositing into escrow the Source Code for Application Software in accordance with Paragraph 10.3.1 (Source Code Escrow), attached to this Agreement under Exhibit J (Source Code Escrow Agreements).

### 1.3.118 SPECIFICATIONS

The term “Specification(s)” shall mean any or all of the following, as applicable:

- (1) All specifications, requirements and standards specified in Attachment A.1 (System Requirements).
- (2) All System Response Time requirements set forth in the Statement of Work and Attachment A.1 (System Requirements).
- (3) All agreed upon specifications identified in the Project Schedule, Project Management Plan, Project Plan, Requirements Traceability Matrix (RTM) and/or any other document memorializing in detail the tasks and deliverables to be provided by Contractor to County as part of System Implementation, including the detailed statement of work developed by Contractor’s Project Management Tool (hereinafter “Project Document(s)”).
- (4) All Acceptance Criteria and other requirements identified in the Statement of Work, any Work Order and/or any of the Project Documents.
- (5) All Design Document(s) agreed to by the parties for provision of System Implementation or Optional Work hereunder.
- (6) The Solution methodology utilized by Contractor for provision of System Implementation hereunder, as further described in Attachment A.6 (Solution Methodology).
- (7) All requirements and/or specifications modifying then existing Specifications.
- (8) All Information Security Requirements specified in the Agreement.
- (9) All System Environment requirements and certifications provided by Contractor in accordance with this Agreement with respect to the System.
- (10) All written and/or electronic Documentation provided or made available by Contractor or any Pre-Approved Subcontractor to County under the Agreement.

Notwithstanding the hierarchy of the identified components comprising Specifications under the Agreement, to the extent a Project Document, Design Document, Statement of Work Deliverable or other document developed and agreed to by the parties during System Implementation modifies System Requirements or other then existing Specifications, such document shall be deemed a modification to, and shall modify, the System Requirements or other applicable Specifications. For avoidance of doubt, such Project Document, Design Document, Statement of Work, Deliverable or other documents may only modify the technical and functional requirements of the Specifications and shall not otherwise vary, alter or amend the terms of this Agreement, including but not limited to the terms of this Agreement related to warranties, disclaimers, indemnities and limitations of liability, and all terms of such Project Document, Design Document, Statement of Work, Deliverable or other

documents that purport to vary, alter or amend the terms of this Agreement are rejected by County in their entirety and shall be void and of no effect.

Furthermore, to the extent Optional Work, or Work Order for such Optional Work, modifies System Requirements or other then existing Specifications, such Optional Work, or Work Order for such Optional Work, shall be deemed a modification to and shall modify the System Requirements or other applicable Specifications.

1.3.119 STATE

The term “State” means the State of California.

1.3.120 STATEMENT OF WORK; SOW

The terms “Statement of Work” and “SOW” shall mean the Work to be provided by Contractor pursuant to this Agreement, including Exhibit A (Statement of Work), which may be identified in terms of Tasks, Subtasks and Deliverables.

1.3.121 SUBSCRIPTION FEES

The term “Subscription Fee(s)” shall have the same meaning as “License Fee(s)”.

1.3.122 SUBSCRIPTION SERVICES

The term “Subscription Services” shall mean and include System Hosting, Software License, System Maintenance for Licensed Software and the System Environment, and other goods and services provided by Contractor under the Agreement pursuant to Exhibit L (Subscription License, Service Levels and Support Terms).

1.3.123 SUPPORT HOURS

The term “Support Hours” shall mean the hours during which Contractor shall provide the applicable Support Services under the Agreement.

1.3.124 SUPPORT SERVICES

The term “Support Services” shall mean any goods and/or services provided by Contractor under the Agreement in support of the Solution, including but not limited to, updates, corrections, enhancements, customer support, interfaces, performance, data security, reports and applicable regulatory compliance, as further specified in the Statement of Work and/or the SLA.

1.3.125 SYSTEM

The term “System” shall mean the hardware and software comprising the Solution meeting the requirements of this Agreement and the Statement of Work with all Attachments thereto, including but not limited to the System Software, System Environment and System Data, provided by Contractor or County in accordance with the terms of this Agreement.

1.3.126 SYSTEM DATA

The term “System Data” shall mean the data utilized by the Solution.

1.3.127 SYSTEM ENVIRONMENT

The term “System Environment” shall mean the architectural and operational environment for the Solution provided by Contractor or County, as applicable, as part of the System, and related Documentation, including Operating Software and System Hardware.



1.3.128 SYSTEM HARDWARE

The term “System Hardware” shall mean the hardware and networking equipment, and related Documentation, that may be provided by Contractor or County for the Solution.

1.3.129 SYSTEM HOSTING

The term “System Hosting” shall mean and include any and all hardware, software and services that may be provided by Contractor under the Agreement for hosting the Solution. System Hosting may include components of System Software, System Hardware and System Maintenance.

1.3.130 SYSTEM IMPLEMENTATION

The term “System Implementation” shall mean and refer to all goods and services for implementing the System, including but not limited to System Software, System Hardware, if any, System Environment setup, System and System Software installation, Data Conversion, Licensed Software, Application Modifications, System integration, System Tests, Training and any other Work to be provided by Contractor as part of the Solution implementation pursuant to Exhibit A (Statement of Work) for meeting the requirements of this Agreement, up to and including Final Acceptance.

1.3.131 SYSTEM MAINTENANCE

The term “System Maintenance” shall mean Maintenance Services and Support Services provided by Contractor in accordance with this Agreement, as further specified in the Statement of Work and/or the SLA.

1.3.132 SYSTEM PERFORMANCE

The term “System Performance” shall mean and refer to the performance of the System as it relates to System Availability or Response Time, as further described in the Statement of Work and/or the SLA.

1.3.133 SYSTEM PERFORMANCE DEFICIENCY

The term “System Performance Deficiency” shall mean the System not meeting any one of the System Performance Requirements set forth in the Statement of Work and/or the SLA.

1.3.134 SYSTEM PERFORMANCE REQUIREMENTS

The term “System Performance Requirements” shall mean and refer to the requirements relating to System Performance set forth in the Agreement, including Attachment A.1 (System Requirements).

1.3.135 SYSTEM REQUIREMENTS

The term “System Requirements” shall mean business, operational, technical, security and/or functional requirements relating to the operation or utilization of the System provided by Contractor hereunder, including those specified in Attachment A.1 (System Requirements).

1.3.136 SYSTEM SOFTWARE

The term “System Software” shall mean all Application Software, Third Party Software, Additional Software and any Software Modifications, and related Documentation, provided by Contractor to County as part of the System in accordance with the terms of this Agreement.

1.3.137 SYSTEM TEST

The term “System Test” shall mean any of the tests of the System conducted by Contractor or County, as applicable, pursuant to the Statement of Work, including, but not limited to, those specified in Exhibit A (Statement of Work).

1.3.138 SYSTEM UPDATE(S)

The term “System Update(s)” shall mean and include any additions, replacements or other modifications to the System, including Software Updates and Hardware Upgrades, that may be provided by Contractor in order to meet the requirements of this Agreement, including the Statement of Work with all Attachments thereto and the Specifications.

1.3.139 TASK; TASK; SUBTASK; SUBTASK

The terms “Task”, “task”, “Subtask” and “subtask” shall mean one of the areas of work to be performed under this Agreement, including those that may be identified as numbered Tasks and Subtasks in Exhibit A (Statement of Work).

1.3.140 THIRD PARTY SOFTWARE

The term “Third Party Software” shall mean any software of third parties provided by Contractor to County under this Agreement as part of the Solution, including Partner Software and Operating Software.

1.3.141 TRAINING

The term “Training” shall mean training relating to the Solution to be provided by Contractor pursuant to this Agreement as part of System Implementation Services or Professional Services.

1.3.142 UNACCEPTABLE DEFICIENCY

The term “Unacceptable Deficiency” shall mean a Deficiency of Severity Level 1, 2 or 3.

1.3.143 UNSCHEDULED DOWNTIME

The term “Unscheduled Downtime” shall have the meaning specified in the Statement of Work and/or the SLA.

1.3.144 USER

The term “User” shall mean any person authorized by County to access or use the System pursuant to this Agreement.

1.3.145 VERSION RELEASE

The term “Versions Release” shall mean Contractor’s Application Software major version upgrade which may contain new software functionalities and features and/or system compatibilities.

1.3.146 WARRANTY PERIOD

The term “Warranty Period” shall mean the period between Go-Live and Final Acceptance, as further defined in Paragraph 12.2 (System Warranties and Problem Resolution).

1.3.147 WORK

The term “Work” shall mean any and all tasks, subtasks, deliverables, goods, services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this

Agreement, including Solution components, System Implementation Services, System Maintenance Services and Optional Work.

1.3.148 WORK ORDER

The term “Work Order” shall mean and refer to any agreed upon work order for provision by Contractor of Optional Work under the Agreement.

1.3.149 WORK PRODUCT

The term “Work Product” shall have the meaning specified in Paragraph 16.3 (Work Product).

**2. ADMINISTRATION OF AGREEMENT – COUNTY**

2.1 COUNTY ADMINISTRATION

All persons administering this Agreement on behalf of County and identified in this Paragraph 2 below (hereinafter “County Key Personnel”) are listed in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement). Unless otherwise specified, reference to each of the persons listed in such Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement) shall also include his/her designee. County will notify Contractor in writing of any change in the names and/or addresses of County Key Personnel.

No member of County Key Personnel is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 4 (Change Notices and Amendments).

2.2 COUNTY KEY PERSONNEL

2.2.1 COUNTY’S PROJECT DIRECTOR

County’s Project Director will be responsible for ensuring that the objectives of this Agreement are met. County’s Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor. Unless specified otherwise, County’s Project Director shall also include a designee.

2.2.2 COUNTY’S PROJECT MANAGER

County’s Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Agreement are met. County’s Project Manager will interface with Contractor’s Project Manager on a regular basis. County’s Project Manager will report to County’s Project Director regarding Contractor’s performance with respect to business and operational standards and requirements of the Agreement. Unless specified otherwise, County’s Project Manager shall be the designee of County’s Project Director.

2.3 COUNTY PERSONNEL

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Project Schedule, Project Plan and performance hereunder are based solely on the work of Contractor’s personnel, except as otherwise expressly provided in this Agreement.

## 2.4 APPROVAL OF WORK

All Tasks, Subtasks, Deliverables, including Key Deliverables, and other Work provided by Contractor under this Agreement must have County's written approval (which includes electronic confirmation) at a level no lower than County's Project Manager. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

## 2.5 COUNTY OBLIGATIONS

County shall cooperate with Contractor in connection with Contractor's performance of the Services hereunder, including by making timely decisions, approvals and acceptances and making available qualified personnel and information during System Implementation, to the extent Contractor's performance of such Services requires and is dependent on such County cooperation. County acknowledges that Contractor's ability to perform the System Implementation Services and to fulfill its obligations hereunder may be dependent upon County's timely performance of certain obligations set forth in the Agreement including the Statement of Work and the performance of such County obligations is material to Contractor's ability to successfully perform such Services. If County fails to fulfill its obligations set forth in the Agreement including the Statement of Work, Contractor shall not be penalized for non-performance of System Implementation Services dependent upon such County obligations. Without limiting the generality of the foregoing, all approvals and acceptances County is required to provide under the Agreement shall not be unreasonably withheld or delayed.

## 3. **ADMINISTRATION OF AGREEMENT – CONTRACTOR**

### 3.1 CONTRACTOR ADMINISTRATION

All persons administering this Agreement on behalf of Contractor and identified in Paragraph 3.2 (Contractor Key Personnel) below (hereinafter "Contractor Key Personnel") are listed in Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement). All staff employed by and/or on behalf of Contractor, including the persons listed in such Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement), shall be adults who are fully fluent in both spoken and written English. Contractor shall notify County in writing of any change in the names and/or addresses of Contractor Key Personnel.

### 3.2 CONTRACTOR KEY PERSONNEL

#### 3.2.1 CONTRACTOR'S PROJECT DIRECTOR

Contractor's Project Director shall be responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Agreement. Contractor's Project Director shall meet and confer with County's Project Director on a regular basis as required by County and specified in the Statement of Work regarding the overall scope of the project. Such meetings shall be conducted via teleconference or in person at a time and place agreed to by County's Project Director and Contractor's Project Director.

#### 3.2.2 CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 3.5 (Reports by Contractor). Contractor's Project Manager shall interface with County's Project Manager on a regular basis and shall be available during Business Hours or as

otherwise required by County and this Agreement, for telephone contact and/or to meet with County personnel regarding the operation of this Agreement, as required by County's Project Director. Contractor's Project Manager shall meet and confer with County's Project Director on a regular basis, at least weekly or as otherwise required by County, to review project progress and to discuss project coordination. Such meetings shall be conducted via teleconference or in person at a time and place agreed to by County's Project Manager and Contractor's Project Manager.

### 3.3 APPROVAL OF CONTRACTOR'S STAFF

- 3.3.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 3.3.2 County shall have the right to approve or disapprove each member, or proposed member, of the following Contractor's staff: Contractor's Project Director, Contractor's Project Manager, Senior Architect (hereinafter "Technical Lead"), Software Development Manager, Legal Case Management Subject Matter Expert (hereinafter "SME") and any staff with access to any System Data or County's Confidential Information that is the subject of background and security investigations under Paragraph 3.4 (Background and Security Investigations) (hereinafter "Contractor's Key Staff"), prior to and during their performance of any Work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such Contractor's Key Staff. County's Project Manager, in his/her reasonable discretion, may require replacement of any member of the Contractor's Key Staff performing, or offering to perform, Work hereunder. Contractor shall provide County with a resume of each such proposed initial Contractor's Key Staff member and a proposed substitute and an opportunity to interview such person prior to his/her performance of any Work hereunder. Contractor shall have thirty (30) days from the date of County's written request to replace such staff.
- 3.3.3 In addition, Contractor shall provide to County's Project Director an executed Confidentiality and Assignment Agreement (Exhibit F) for each member of the Contractor's Key Staff performing Work under this Agreement on or immediately after the Effective Date, but in no event later than the date such member of the Contractor's Key Staff first performs Work under this Agreement.
- 3.3.4 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Contractor's Key Staff. Contractor shall promptly fill any Contractor's Key Staff vacancy with personnel having qualifications at least equivalent to those of the Contractor's Key Staff member(s) being replaced.
- 3.3.5 In the event Contractor should ever need to remove any member of the Contractor's Key Staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with any member of the Contractor's Key Staff during the term of the Agreement, Contractor shall replace such person with another to County's satisfaction.

- 3.3.6 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

### 3.4 BACKGROUND AND SECURITY INVESTIGATIONS

- 3.4.1 All Contractor staff performing Work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. Contractor may conduct its own background checks, provided that they comply with County's requirements, as acknowledged by County's Project Manager or designee. County acknowledges that Contractor has provided information detailing Contractor's background check procedures and that the same are acceptable hereunder. If Contractor's procedures for background checks materially change, Contractor shall provide County with revised procedures for County's acceptance and acknowledgment thereof. All fees associated with obtaining the background information shall be borne by Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.
- 3.4.2 County may immediately, in its sole discretion, deny or terminate facility access to any Contractor's staff, including subcontractor staff, who do not pass such background investigation(s) to the satisfaction of County and/or whose background or conduct is incompatible with County's facility access policies.
- 3.4.3 Disqualification, if any, of Contractor's staff, including subcontractor staff, pursuant to this Paragraph 3.4 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

### 3.5 REPORTS BY CONTRACTOR

In addition to any reports required elsewhere pursuant to this Agreement including the Statement of Work, in order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor shall provide to County's Project Manager as frequently as requested by County's Project Manager, but in no event more frequently than weekly, written reports which shall include, at a minimum, the following information:

- (1) Period covered by the report;
- (2) Summary of project status as of reporting date;
- (3) Overview of the Work provided during the reporting period;
- (4) Progress status of each Work component scheduled for the reporting period;
- (5) Issues/problems encountered, proposed resolutions and projected completion dates for problem resolution;
- (6) Status of contractually defined deliverables, milestones and walk-throughs scheduled in the Project Schedule;
- (7) Action items and decisions from the previous meeting;
- (8) Planned activities for the next two reporting periods; and
- (9) Any other information which County may from time-to-time require.

### 3.6 RULES AND REGULATIONS

During the time when Contractor's employees, subcontractors or agents are at County facilities, such persons shall be subject to the applicable rules and regulations of County

facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Work upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee, subcontractor or agent and continue uninterrupted Work hereunder.

### 3.7 CONTRACTOR'S STAFF IDENTIFICATION

3.7.1 Contractor, at Contractor's cost, shall provide each member of the staff assigned to this Agreement with a visible photo identification badge in accordance with County's specifications. Identification badge specifications may change at the sole discretion of County, and Contractor will be provided new specifications as required. The format and content of the badge is subject to County's approval prior to Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

3.7.2 Contractor shall notify County within one (1) Business Day when staff is terminated from work under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from Work under this Agreement.

If County requests the removal of Contractor's staff, Contractor shall be responsible to retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from work under this Agreement.

## 4. **CHANGE NOTICES AND AMENDMENTS**

### 4.1 GENERAL

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 4. Any changes to this Agreement, including any portion of the Work provided under the Agreement, shall be accomplished only as provided in this Paragraph 4.

### 4.2 CHANGE NOTICES

Notwithstanding the provisions of Paragraph 4.3 (Amendments), County's Project Director is specifically authorized to prepare and execute written notices for the following changes relating to the Agreement (hereinafter "Change Notice(s)"): (i) any change requested by County which does not affect the scope of Work, term, payments or any term or condition of this Agreement; (ii) acquisition of Optional Work using Pool Dollars including additional hours of On-Demand Application Support and Application Management Services beyond those approved for the applicable post-Final Acceptance year; and (iii) re-allocating the cost of unused hours of Application Management Services earmarked for year one (1) post-Final

Acceptance (calculated based on the applicable Fixed Hourly Rate) to the available Pool Dollars for the term of the Agreement. Change Notices for acquisition of Optional Work using Pool Dollars other than as specified in (iii) above or re-allocation of Pool Dollars shall require mutual approval.

#### 4.3 AMENDMENTS

Except as otherwise provided in this Agreement, for any change requested by County which affects the scope of Work, term, payments, or any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by each of County's Board of Supervisors and Contractor's authorized representative(s).

Notwithstanding the foregoing, the Director or designee is specifically authorized to execute Amendments on behalf of County for the following: (i) addition and/or change of certain County standard terms or conditions as required by County's Board of Supervisors or Chief Executive Officer; (ii) effecting of assignment of rights and/or delegation of duties pursuant to Paragraph 19 (Assignment and Delegation); and (iii) amendment, replacement and/or addition of Source Code Escrow Agreements.

#### 4.4 PROJECT SCHEDULE

Following Contractor's provision of a Project Plan under the Statement of Work, a Project Schedule will be derived for the Work relating to System Implementation Services and, to the extent necessary, for System Maintenance, as described in the Statement Work, which shall update Exhibit C (Project Schedule). Changes to the Project Schedule shall be made only upon mutual agreement, in writing, by County's Project Director and Contractor's Project Director by Change Notice or otherwise, provided that County's Project Director's and Contractor's Project Director's agreement to alter the Project Schedule shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 4.3 (Amendments) above.

#### 4.5 EXTENSIONS OF TIME

Notwithstanding any other provision of this Paragraph 4, to the extent that extensions of time for Contractor's performance do not impact either the scope of Work or cost of this Agreement, County's Project Director, in his/her sole discretion, may grant Contractor extensions of time in writing for the Work listed in Exhibit C (Project Schedule), provided such extensions shall not exceed a total of six (6) months beyond Final Acceptance.

#### 4.6 BOARD ORDERS

Notwithstanding any other provision of this Paragraph 4 or Paragraph 21 (Termination for Convenience), Director shall take all appropriate actions to carry out any orders of County's Board of Supervisors relating to this Agreement, and, for this purpose, Director is authorized: to (i) issue written notice(s) of partial or total termination of this Agreement pursuant to Paragraph 21 (Termination for Convenience) without further action by County's Board of Supervisors and/or (ii) prepare and execute Amendment(s) to this Agreement, which shall reduce the scope of Work and the Contract Sum without further action by County's Board of Supervisors.

##### 4.6.1 Such notices of partial or total termination shall be authorized under the following conditions:



- (1) Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances, guidelines and directives.
- (2) Director shall obtain the approval of County Counsel for any notice.
- (3) Director shall file a copy of all notices with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each notice.

4.6.2 Such Amendments shall be authorized under the following conditions:

- (1) Amendments shall be in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances, guidelines and directives.
- (2) County's Board of Supervisors has appropriated sufficient funds for purposes of such Amendments and this Agreement.
- (3) Director shall obtain the approval of County Counsel for any Amendment.
- (4) Director shall file a copy of all Amendments with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each Amendment.

4.7 FACSIMILE

Except for the parties' initial signatures to this Agreement or any Amendment, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on other Agreement related documents, including Change Notices prepared pursuant to this Paragraph 4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to such documents, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of the documents.

**5. SCOPE OF WORK**

In exchange for County's payment to Contractor of the applicable fees arising under the Agreement and invoiced by Contractor, Contractor shall (a) on a timely basis provide, complete, deliver and implement all Work set forth in this Agreement, including Exhibit A (Statement of Work), including but not limited to components of the Solution, System Implementation, System Maintenance, System Hosting, Subscription Services, and any Optional Work agreed to by the parties; and (b) grant to County the License to the all System Software, including any Third Party Software, provided by Contractor under the Agreement, as specified in Paragraph 10.2 (License). Contractor shall perform all such tasks, subtasks, deliverables, goods, services and other Work in accordance with Exhibit A (Statement of Work), with all Attachments thereto, and Exhibit D (Service Level Agreement), with all Schedules thereto, at the applicable rates and prices specified in Exhibit B (Pricing Schedule) with all Schedules thereto.

5.1 SYSTEM COMPONENTS

Contractor shall provide the License to all System Software, including but not limited to Application Software, Third Party Software and Software Modifications, and all System Environment components, including Operating Software, System Hardware and Hardware

Upgrades, in order to meet the System Requirements as such may be revised during the term of the Agreement, all in accordance with the provisions of Paragraph 10 (Ownership and License) and the Agreement.

## 5.2 SYSTEM IMPLEMENTATION

Contractor shall provide System Implementation Services, including but not limited to System setup, installation, System integration, testing, training, Application Modifications including Customizations, Configurations and/or Interfaces, implementation of System Hosting, if any, and other Services through Final Acceptance of the System, as required for the successful implementation of the Solution, as specified in the Statement of Work and elsewhere in the Agreement.

## 5.3 SYSTEM MAINTENANCE

Contractor shall provide to County System Maintenance Services relating to the hosting, maintenance and support of the Solution, including but not limited to Maintenance Services, Support Services, System Hosting and Disaster Recovery, to the extent applicable, as provided in, and in accordance with, this Agreement, including the Statement of Work and the Service Level Agreement. System Maintenance obligations shall commence upon Go-Live of the System and shall continue during the Production Use of the System through Final Acceptance for the term of this Agreement.

### 5.3.1 APPLICATION MANAGEMENT SERVICES

Contractor shall provide System Maintenance Services consisting of Maintenance Services and Support Services for the entire Application Software, including all Licensed Software and Application Modifications, as provided in Schedule D.1 (Application Management Services) commencing upon Go-Live of the System, through Final Acceptance and for one (1) year following Final Acceptance. Application Management Services shall be provided at no cost to County during the Warranty Period from Go-Live to Final Acceptance, without reducing the maximum number of hours of Application Management Services earmarked for year one (1) post-Final Acceptance.

### 5.3.2 SUBSCRIPTION SERVICES

Contractor shall provide Subscription Services, including System Maintenance for the Licensed Software residing in the System Environment, System Hosting and the License for the Licensed Software, as provided in Exhibit L (Subscription License, Service Levels and Support Terms) with all Schedules thereto, commencing upon the License Start Date and through the term of the Agreement.

### 5.3.3 ON-DEMAND APPLICATION SUPPORT

Upon the written request of County's Project Director or designee following one (1) year after Final Acceptance, County may request that Contractor provide System Maintenance (either Maintenance Services or Support Services) for Application Software including Application Modifications (hereinafter "On-Demand Application Support"). If agreed to by the parties, any such System Maintenance Services shall be provided by Contractor in the form of Optional Work using Pool Dollars at the applicable Fixed Hourly Rate in accordance with the provisions of Schedule D.2 (On-Demand Application Support) and an agreed upon Work Order, if any.

#### 5.4 OPTIONAL WORK

Upon the written request of County's Project Director or designee following Final Acceptance and mutual agreement, Contractor shall provide to County Optional Work using Pool Dollars, including Software Modifications, Professional Services and/or Additional Software. Software Modifications shall only include those products and services relating to the requirements not reflected on the Effective Date in the System Requirements or other Solution Specifications, as determined by County's Project Director or designee.

Upon County's request and Contractor's agreement to provide the Optional Work, Contractor shall provide to County within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposed Work Order and a quote for a Maximum Fixed Price calculated in accordance with the terms set forth in Exhibit B (Pricing Schedule), including the Fixed Hourly Rate, as applicable. Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor shall commence the Optional Work following agreement by the parties with respect to such Work Order and the Maximum Fixed Price, as evidenced by a Change Notice or an Amendment executed in accordance with Paragraph 4 (Change Notices and Amendments), as applicable. Upon completion by Contractor, and approval by County in accordance with the terms of this Agreement, of such Optional Work, Schedule B.1 (Optional Work Schedule) shall be updated accordingly to add the items of such completed and approved Optional Work.

#### 5.5 STANDARD OF SERVICES

Contractor's services and other Work required by this Agreement shall, during the term of the Agreement, conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's Services or other Work provided under this Agreement fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor's sole expense, provide the applicable remedy as specified in this Agreement, including the Statement of Work and the Service Level Agreement. Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the System for the purpose of performing services or other Work under this Agreement or otherwise.

#### 5.6 UNAPPROVED WORK

If Contractor provides any tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor.

#### 5.7 REQUIRED CONSENTS

Notwithstanding anything else in the Agreement, Contractor will be administratively and financially responsible for obtaining any consents required for County to access and use any Contractor resources, to the extent, if any, such access and use is necessary for County's receipt of the Services hereunder or required under the Agreement. County will be administratively and financially responsible for obtaining any consents required for Contractor to access and use any County resources (including any County data, County Materials or software and equipment owned by, leased or licensed to County from third party

providers), to the extent such access and use is necessary for Contractor's performance under the Agreement.

## **6. PROJECT SCHEDULE**

### **6.1 PROJECT PLAN**

Contractor shall implement the Solution in accordance with the Project Schedule, set forth in Exhibit C (Project Schedule), as such may be updated based upon the Project Plan developed and delivered pursuant to the Statement of Work. The Project Schedule shall, at a minimum, include the following items:

- (1) Deliverable Number;
- (2) Description;
- (3) Due Date;
- (4) Milestone/Key Deliverables Number;
- (5) Associated or Dependent Deliverable; and
- (6) Any other items reasonably required by County under this Agreement.

### **6.2 KEY DELIVERABLES AND MILESTONES**

Exhibit C (Project Schedule) shall specify certain Deliverables as Key Deliverables and/or Milestones, as determined by County and in agreement with Contractor. A Key Deliverable or a Milestone shall be deemed completed for purposes of this Paragraph 6.2 on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for completion of such Key Deliverable or Milestone are completed and delivered to County and thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. The determination of whether a Key Deliverable or Milestone has been so completed and so approved, and of the date upon which such Key Deliverable or Milestone was completed, shall be made by County's Project Director as soon as practicable in accordance with Paragraph 2.4 (Approval of Work) after County is informed by Contractor that such Key Deliverable or Milestone has been completed and is given all the necessary information, data and documentation to verify such completion. Approval of Key Deliverables and/or Milestones shall not be unreasonably withheld or delayed by County.

As provided in Paragraph 2.5 (County Obligations), County will use reasonable efforts to provide the necessary assistance to Contractor for Contractor to meet the due dates specified in the Project Schedule.

## **7. TERM**

The term of this Agreement shall commence upon the Effective Date and shall expire five (5) years from the License Start Date, unless sooner terminated or extended, in whole or in part, as provided in this Agreement, subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Agreement providing for early termination of the Agreement by County. County maintains databases that track/monitor Contractor performance history. Information entered into such

databases may be used for a variety of purposes, including determining whether County will exercise Agreement term extension options, if any.

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the term. Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address set forth in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

## **8. CONTRACT SUM**

### **8.1 MAXIMUM CONTRACT SUM**

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other Work required or requested by County under this Agreement. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 2.4 (Approval of Work). If County does not approve any Work in writing, no payment shall be due Contractor for that Work. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Eight Million One Hundred Twenty-Eight Thousand Four Hundred Sixty-Two Dollars and Eighty Cents (\$8,128,462.80), as further detailed in Exhibit B (Pricing Schedule), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 4 (Change Notices and Amendments). The Contract Sum under this Agreement shall provide for all authorized payments County may make to Contractor for any and all Work provided by Contractor under the Agreement, including all Solution components, System Implementation, System Maintenance, System Hosting, if any, and any Optional Work.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum, including the Pool Dollars expenditures, authorized for under this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Exhibit E (County Administration). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Agreement.

### **8.2 SYSTEM IMPLEMENTATION**

#### **8.2.1 IMPLEMENTATION SERVICES**

County will reimburse Contractor for Implementation Services by payment of the applicable Implementation Fees for Deliverables completed by Contractor and approved by County, less the applicable Holdback Amounts, as set forth in the Pricing Schedule.

#### **8.2.2 TERMINATION**

In addition to any other remedies available to County under the Agreement, if any Key Deliverable is not completed within thirty (30) days after the applicable Due Date and thereafter is not approved in writing by County pursuant to Paragraph 2.4 (Approval of Work), other than as a result of delays caused by acts or omissions of County, and unless County's Project Director and Contractor's Project Director have otherwise agreed in writing prior to such date scheduled for completion, then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Paragraph 20 (Termination for Default) or for convenience in accordance with Paragraph 21 (Termination for Convenience),

as determined in the sole discretion of County, subject to the cure provisions set forth in Paragraph 20 (Termination for Default).

### 8.3 SYSTEM MAINTENANCE

#### 8.3.1 SUBSCRIPTION SERVICES

County will reimburse Contractor for Subscription Services by payment of the applicable Subscription Fees annually in advance commencing upon the License Start Date through the term of the Agreement.

#### 8.3.2 APPLICATION MAINTENANCE AND SUPPORT

Commencing upon Final Acceptance, County will pay Contractor Application Support Fees for the actual number of hours of Application Maintenance and Support Services provided by Contractor and approved by County in accordance with Exhibit B (Pricing Schedule) and Exhibit D (Service Level Agreement) with all Schedules thereto.

### 8.4 OPTIONAL WORK

Upon County's request for Optional Work and mutual agreement, Contractor shall provide to County Optional Work using Pool Dollars in accordance with the agreed upon Maximum Fixed Priced and the Scope of Work, as specified in Paragraph 5.4 (Optional Work). Contractor's rates for Optional Work shall be subject to the applicable pricing terms set forth in Exhibit B (Pricing Schedule) for the term of this Agreement. Absent an Amendment in accordance with Paragraph 4 (Change Notices and Amendments), the Pool Dollars are the aggregate amount available during the term of this Agreement for Optional Work requested and provided following Final Acceptance; except that the amount of available Pool Dollars may be increased as provided in Exhibit D (Service Level Agreement) including all Schedules thereto.

### 8.5 NON-APPROPRIATION OF FUNDS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then County shall, at its sole discretion, either (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the Work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

### 8.6 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for the reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly upon mutual agreement. County's notice to Contractor regarding

such reduction in payment obligations shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Work set forth in this Agreement.

## **9. INVOICES AND PAYMENTS**

### **9.1 INVOICES**

Contractor shall invoice County in accordance with Exhibit B (Pricing Schedule) for:

- (i) System Implementation, the Implementation Fees broken down payment Deliverables following completion by Contractor and approval by County of each such Deliverable;
- (ii) Subscription Services, the License Fees annually in advance commencing upon the License Start Date;
- (iii) Application Maintenance and Support, the applicable Application Support Fees monthly in arrears for Maintenance Periods commencing upon Final Acceptance; and
- (iv) Optional Work, the actual price expended by Contractor for such Optional Work using Pool Dollars, which shall not exceed the Maximum Fixed Price quoted for such Optional Work, following Contractor's completion and County's written approval of the Optional Work by a Change Notice or an Amendment, as applicable.

#### **9.1.1 SUBMISSION OF INVOICES**

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit B (Pricing Schedule). All invoices and supporting documents under this Agreement shall be submitted to the person designated in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement) as County's Project Manager at the address specified in such Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

#### **9.1.2 INVOICE DETAILS**

Each invoice submitted by Contractor shall indicate, at a minimum:

- (1) Agreement Name and Number;
- (2) The tasks, subtasks, deliverables, goods, services or other Work for which payment is claimed, including System Implementation Deliverables, System Maintenance Services and Optional Work;
- (3) The price of such tasks, subtasks, deliverables, goods, services or other Work calculated based on the pricing terms set forth in Exhibit B (Pricing Schedule) or the Work Order including the Maximum Fixed Price, as applicable.
- (4) If applicable, the date of written approval of the tasks, subtasks, deliverables, goods, services or other Work by County's Project Director or designee;
- (5) Indication of any applicable withhold or holdback amounts for payments claimed or reversals thereof;
- (6) Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
- (7) If applicable, a copy of any applicable Acceptance certificates signed by County's Project Director and/or County's Project Manager; and
- (8) Any other information required by County's Project Director or designee.

### 9.1.3 APPROVAL OF INVOICES

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 9.1, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

### 9.1.4 INVOICE DISCREPANCIES

County's Project Director will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If County's Project Director or designee does not receive a written explanation for the charges within such thirty (30) day period or if, in County's determination, Contractor's written explanation is still inconsistent with County's assessment of the amounts due, the disputed invoice shall be escalated to the Dispute Resolution Procedure set forth in this Agreement.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County's Project Manager with a copy to County's Project Director at the addresses specified in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

### 9.2 ELECTRONIC DISTRIBUTION

All products purchased under this Agreement are available via electronic distribution only. No tangible media or documentation will be available or shipped under this Agreement. Access to the products purchased under this Agreement is in no way dependent upon any tangible media that may have been received prior to, or separately from, this Agreement.

To support the California sales and use tax exempt status of electronically downloaded software allowed under California regulation 1502 (F) (1) (D), Contractor's invoices for all purchases made under this Agreement must accurately state that software distribution is solely via electronic download and that no tangible media or documentation will be shipped to or received by County.

### 9.3 SALES/USE TAX

The Contract Sum shown in Paragraph 8 (Contract Sum) shall 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 all Solution components and other Work provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, any product of System Implementation, System Maintenance Services and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for any and all such California and other state and local sales/use taxes, including any and all penalties that may result from Contractor's failure to pay any such taxes as required. Further, Contractor shall be solely liable and responsible for all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement, including any and all penalties that may result from Contractor's failure to pay any such taxes as required, and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall



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 County does not hold title.

#### 9.4 PAYMENTS

County will pay all invoice amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed in accordance with Paragraph 9.1.4 (Invoice Discrepancies) above. County's failure to pay within the thirty (30) day period, however, shall not be deemed as automatic invoice approval or Acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest or other penalty on any late payment.

#### 9.5 HOLDBACKS

County shall withhold the Holdback Amount equal to ten percent (10%) of the amount of Deliverable invoices for Implementation Fees submitted by Contractor under the Agreement and approved by County pursuant to Paragraph 2.4 (Approval of Work), as further specified in Exhibit B (Pricing Schedule). The cumulative Holdback Amount shall be due and payable to Contractor upon Final Acceptance, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraphs 9.1.4 (Invoice Discrepancies) and any partial termination of any Task, Subtask or Deliverable set forth in the Statement of Work as provided herein.

### 10. OWNERSHIP AND LICENSE

#### 10.1 OWNERSHIP

The parties acknowledge that all Solution components provided by Contractor to County pursuant to this Agreement, including System Software, System Hardware and System Environment products, and related Documentation, are and shall remain the property of Contractor, applicable Pre-Approved Subcontractor or any rightful third party owner, with which all proprietary rights shall reside and which shall be subject to the terms of the License granted pursuant to Paragraph 10.2 (License) below.

Notwithstanding the foregoing, System Data that is provided or made accessible by County to Contractor, is generated by the System or is the product of the Solution provided by Contractor hereunder is and shall remain the property of County.

#### 10.2 LICENSE

##### 10.2.1 LICENSE GRANT

Subject to the provisions of Paragraph 10.1 (Ownership), Contractor hereby grants to County a non-exclusive license to use the System Software and Work Product, including any related Documentation (hereinafter "License"), by all Users in accordance with the scope set forth in Paragraph 10.2.3 (Scope of License) and subject to the restrictions set forth in Paragraph 10.2.4 (License Restrictions) for the period specified in Paragraph 10.2.2 (License Term), as further specified in Exhibit L (Subscription License, Service Levels and Support Terms) with all Schedules thereto. Notwithstanding anything to the contrary set forth in this Agreement, in the event of any conflict or inconsistency between the provisions of this Paragraph 10.2 (License) and Exhibit L (Subscription License, Service Levels and Support Terms), including any of the Schedules attached thereto, the provisions of this Paragraph 10.2 (License) shall prevail.

Notwithstanding the foregoing, upon mutual agreement of the parties, County may acquire its own license for any Partner Software that may be provided by Contractor to County under the Agreement, the term and scope of which shall be subject to the terms of County's agreement with the provider of such Partner Software, following which acquisition such Partner Software shall be deemed County Software for purposes of this Agreement.

#### 10.2.2 LICENSE TERM

The License granted under this Agreement shall commence upon County's approval of Contractor's set up of the System Environment and installation of the Licensed Software in such System Environment in accordance with the Statement of Work (hereinafter "License Start Date") and shall continue through the term of this Agreement for as long as County pays the applicable annual License Fees, unless otherwise specified herein.

Notwithstanding the foregoing, Contractor shall provide County with a tool or otherwise ability to extract and download System Data at any time during the term of the Agreement in a standard data format for County's access and management of such data.

#### 10.2.3 SCOPE OF LICENSE

The License granted by Contractor under this Agreement provides each licensed User with the following rights:

- (1) To use, access and operate the System Software in the System Environment from an unlimited number of computers, mobile devices, servers, work stations, local area networks and wide area networks, including web connections, in the conduct of the business of County as provided in the Agreement up to the number of Users set forth in Exhibit L (Subscription License, Service Levels and Support Terms) with all Schedules thereto;
- (2) To use, access, modify, copy, translate and compile the Application Software after such time as one of the Release Conditions described in Paragraph 10.3.3 (Source Code Release Conditions – Licensed Software) has occurred which would permit County to use the Source Code as provided in this Paragraph 10.2.3 and Paragraph 10.3 (Source Code) below;
- (3) To use, modify, copy and display the Documentation, including but not limited to the System and User manuals and any other specifications or documentation provided or made accessible by Contractor to County, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License granted hereunder;
- (4) To permit third party access to any Solution component and Documentation, including Application Software and the Source Code, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License, including for the provision of System Maintenance Services including Software Updates, Application Modifications and other business use or support of the System Software as contemplated by this Agreement; provided, however, without limiting County's rights under this Paragraph 10.2.3(4), County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 10.2.3(4) unless and until the occurrence of any one of the Release Conditions; and
- (5) Pursuant to Paragraph 51 (Assignment by County), to use, access and operate the Application Software by permitted assignees pursuant to the License terms set forth

herein, so long as all copies of the Application Software contain the proprietary notices appearing on the copies initially furnished to County by Contractor.

#### 10.2.4 LICENSE RESTRICTIONS

County acknowledges and agrees (i) that the System Software provided by Contractor to County under the Agreement, including related Documentation, is the confidential and copyrighted property of Contractor, Pre-Approved Subcontractor(s) or its licensor(s), and all rights therein not expressly granted to County are reserved to Contractor, Pre-Approved Subcontractor(s) or its licensor(s), as applicable; and (ii) that Contractor, Pre-Approved Subcontractor(s) or its licensor(s), retain all proprietary rights in and to the foregoing. Subsequently, County's License to the System Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 10.2.4. Accordingly, County will not:

- (1) Reverse engineer, disassemble or decompile the Application Software provided by Contractor;
- (2) Transfer, sublicense, rent, lease, convey or assign (unless resulting from an Agreement assignment under Paragraph 51 (Assignment by County) the System Software provided by Contractor;
- (3) Except as expressly permitted under this Agreement, copy or reproduce the System Software provided by Contractor in any way, unless a Release Condition has occurred;
- (4) Use the System Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party; or
- (5) Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the System Software provided by Contractor.

Notwithstanding the foregoing and for purposes of clarity, this Section 10.2.4 shall not apply to (a) County Software or (b) any Apex and/or custom objects code that was developed for County on the Core Software or Partner Software; provided, that the terms and conditions of the applicable Schedules to Exhibit L (Subscription License, Service Levels and Support Terms) shall apply.

#### 10.3 SOURCE CODE FOR LICENSED SOFTWARE

##### 10.3.1 SOURCE CODE ESCROW

Upon the Effective Date of the Agreement, but no later than Contractor commences any Work hereunder, Contractor shall, unless agreed to otherwise by County, at no cost to County, have deposited in Source Code Escrow the Source Code for all Licensed Software that is part of the Solution, including the Core Software and all Partner Software, with a nationally recognized source code escrow company. Contractor shall fulfill its obligations under this Paragraph 10.3 subject to, and in accordance with, the Source Code Escrow provisions of the applicable Schedule attached to Exhibit L (Subscription License, Service Levels and Support Terms) and any applicable escrow agreements, beneficiary enrollment forms and/or other documents attached to and/or incorporated into Exhibit J (Source Code Escrow Agreements).

Contractor shall ensure that County has access to the Source Code for all Licensed Software pursuant to the Source Code Escrow Agreement(s) with one or more third parties by including County as a beneficiary to such Source Code Escrow Agreement(s) (hereinafter "Source Code Escrow"). A copy of each fully executed or signed, as applicable, Source

Code Escrow Agreement shall be included in the Agreement under Exhibit J (Source Code Escrow Agreements) to this Agreement. There shall be no charge to County for the acquisition and/or maintenance of the Source Code Escrow Agreement(s) under this Agreement.

Contractor's duty to deposit and maintain the Source Code in Source Code Escrow shall continue throughout the term of this Agreement, unless one of the Release Conditions occurs which would permit County to obtain and use the Source Code in accordance with the terms of this Paragraph 10.3. Contractor may change any Source Code Escrow Agreement for Source Code Escrow in accordance with Paragraph 2.4 (Approval of Work). Any such change shall be accomplished by an Amendment in accordance with Paragraph 4 (Change Notices and Amendments) above and shall not modify: (i) any Agreement terms, including those relating to the Source Code Release Conditions; (ii) any of Contractor's obligations under the Agreement with respect to maintaining the Source Code in escrow; or (iii) County's rights hereunder with respect to the Source Code.

#### 10.3.2 SOURCE CODE UPDATE – LICENSED SOFTWARE

The parties acknowledge that as a result of the passage of time alone, the deposited Source Code may be susceptible to loss of quality (hereinafter "Natural Degeneration"). For the purpose of reducing the risk of Natural Degeneration, Contractor shall deposit in Source Code Escrow a new copy of all deposited Source Code no less frequently than each time the Software Vendor for the Core Software releases a Software Update, at least twice a year. In the event the Source Code or any part of it is destroyed or corrupted, upon County's request, Contractor shall deposit a replacement copy of the Source Code in Source Code Escrow.

Contractor shall update the Source Code for Licensed Software by depositing in Source Code Escrow the Source Code for all Software Updates, Additional Software and Replacements Products applicable to Licensed Software, Subscription Services for which are acquired by County during the term of the Agreement immediately following acquisition. Contractor's duty to update the Source Code in Source Code Escrow shall continue through the term of the Agreement.

#### 10.3.3 SOURCE CODE RELEASE CONDITIONS – LICENSED SOFTWARE

In addition to any conditions for release of Source Code that may be identified in any Source Code Escrow Agreement, Contractor shall cause the release of the Source Code to County, and County shall have the right to immediately begin using the Source Code, for the applicable Licensed Software as provided in Paragraph 10.6 (Possession and Use of Source Code), at no charge to County, upon the occurrence of any one of the following events relating to such Licensed Software or the Software Vendor of such Licensed Software (hereinafter, collectively with any release conditions identified in any Source Code Escrow Agreement, "Release Condition(s)"):

- (1) The insolvency of the Software Vendor; or
- (2) The Software Vendor is unwilling or unable or ceases to provide in accordance with the terms of this Agreement, including Schedule L.1 (Salesforce.com), the applicable System Maintenance Services for the Licensed Software then operational in the System Environment.

Upon occurrence of any of the Release Conditions, Contractor shall verify the applicable Source Code, update the Source Code if necessary and ensure the release of the Source Code

for such Licensed Software to County. Notwithstanding the foregoing, County alone may initiate the release of the Source Code if it believes in good faith that a Release Condition has occurred, subject to the provisions of any Source Code Escrow Agreement, if applicable, and this Paragraph 10.3.3.

#### 10.3.4 SOURCE CODE ESCROW AGREEMENT AMENDMENT

As between County and Contractor, this Paragraph 10.3 constitutes an amendment to any Source Code Escrow Agreement and incorporates all of the Release Conditions identified in Paragraph 10.3.3 (Source Code Release Conditions – Licensed Software) above.

#### 10.4 SOURCE CODE FOR APPLICATION MODIFICATIONS

##### 10.4.1 AVAILABILITY OF SOURCE CODE

Contractor shall also maintain and make available to County, at no cost, the Source Code for all Application Modifications that are part of the Solution, including but not limited to Interfaces, Customizations, Configurations and any other Programming Modifications provided by Contractor to County as part of System Implementation, System Maintenance or Optional Work, as soon as they are developed or otherwise provided by Contractor to County under the Agreement. There shall be no charge to County for maintenance by Contractor of the Source Code for Application Modifications.

##### 10.4.2 SOURCE CODE UPDATE – APPLICATION MODIFICATIONS

Contractor shall update the Source Code for Application Modifications by adding the Source Code for all Software Updates to the Application Modifications immediately following their availability. Contractor's duty to make available to County and maintain the Source Code shall continue throughout the term of this Agreement. The parties acknowledge that as a result of the passage of time alone, the maintained Source Code for Application Modifications may be susceptible to loss of quality (hereinafter, collectively with the definition in Paragraph 10.3.2 (Source Code Update – Licensed Software), "Natural Degeneration"). For the purpose of reducing the risk of Natural Degeneration, Contractor shall update the Source Code for Application Modifications no less frequently than every six (1) months. In the event the Source Code or any part of it is destroyed or corrupted, upon County's request, Contractor update such Source Code with proper code.

##### 10.4.3 SOURCE CODE RELEASE CONDITIONS – APPLICATION MODIFICATIONS

Contractor shall release the Source Code for Application Modifications to County, and County shall have the right to immediately begin using such Source Code as provided in Paragraph 10.6 (Possession and Use of Source Code), at no charge to County, upon the occurrence of any one of the events (hereinafter, collectively or alternatively with the definition in Paragraph 10.3.3 (Source Code Release Conditions – Licensed Software), "Release Condition(s)"), including but not limited to the following:

- (1) Completion of any System Implementation deliverable; or
- (2) Provision of a Software Update; or
- (3) Development of Application Modifications as part of Optional Work; or
- (4) Contractor is unwilling or unable to provide System Maintenance for Application Modifications; or
- (5) This Agreement expires or is terminated.

Upon occurrence of any of the Release Conditions specified above, Contractor shall verify the applicable Source Code, update the Source Code if necessary and ensure the release of the Source Code for Application Modifications to County. Notwithstanding the foregoing, Contractor shall provide the Source Code for Application Modifications upon County's request at any time during the term of the Agreement.

#### 10.5 COUNTY'S RIGHT TO VERIFY SOURCE CODE

Regardless of whether any one of the Release Conditions occurs, County shall have the right, at County's sole expense, to request that Contractor verify the relevance, completeness, currency, accuracy and functionality of the deposited or available Source Code, as applicable, by, among other things, compiling the Source Code and performing test runs for comparison with the most current Application Software operating in the Production Environment.

#### 10.6 POSSESSION AND USE OF SOURCE CODE

Upon obtaining the Source Code for any component of the Application Software following occurrence of a Release Condition, County shall be entitled to use such Source Code as needed to remedy the event of release and mitigate any damages arising from such event, provided that mitigation of damages shall not include the sale or sublicense of the Source Code. Such use will include, but not be limited to, County's right to perform its own support and maintenance for the applicable component of the Application Software, alter or modify the Source Code and/or obtain the benefits sought under this Agreement, subject to the limitations of Paragraph 10.7 (Post-Agreement Proprietary Rights) below.

#### 10.7 POST-AGREEMENT PROPRIETARY RIGHTS

Subject to the provisions of Paragraph 10.6 (Possession and Use of Source Code) and County's License to, and Contractor's or any Pre-Approved Subcontractor's ownership of, the Application Software as provided in Paragraph 10.1 (Ownership), Source Code obtained by County under the provisions of this Agreement shall remain subject to every license restriction, proprietary rights protection and other County obligation specified in this Agreement, provided, however, County may make such Source Code available to third parties as needed to assist it in making authorized use of the Solution. County acknowledges that any possession of the Source Code referred to herein is subject to the confidentiality and proprietary provisions of access to any third party. Should use of the Source Code as provided in this Paragraph 10.7 involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself, Pre-Approved Subcontractors and its assignees and successors, agrees not to assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User provided use of Application Software and Source Code is in accordance with this Agreement.

### 11. **SYSTEM ACCEPTANCE**

#### 11.1 SYSTEM TESTS

Contractor, with County's assistance where applicable, shall conduct all System Tests specified in the Statement of Work to ensure the Solution's compliance with the Specifications set forth in the Agreement, including but not limited to Exhibit A (Statement of Work), Attachment A.1 (System Requirements) and Exhibit D (Service Level Agreement). Such System Tests shall test, among others, the System's functionality, integration and

interfacing, volume endurance and user acceptance. A System Test shall be completed and ready for payment when Contractor provides to County results of a successful completion of such System Test and County approves the System Test in writing. County's non-Acceptance of a System Test shall be subject to the Dispute Resolution Procedure under the Agreement.

To the extent a Design Document, Statement of Work Deliverable, Acceptance Criteria identified in the Statement of Work or other document developed and agreed to by the parties during System Implementation modifies System Requirements or other then existing Specifications, such document shall be deemed a modification to and shall modify the System Requirements or other applicable Specifications.

## 11.2 PRODUCTION USE

The System shall achieve Go-Live and shall be ready for Production Use when County's Project Director, or his/her designee, approves in writing all System Tests under Exhibit A (Statement of Work) leading to Go-Live before the Final Acceptance Test. Contractor's obligations to provide System Maintenance as specified in the Agreement shall commence upon Go-Live.

## 11.3 FINAL ACCEPTANCE

Contractor agrees to correct all Deficiencies in the System during the one hundred (100) day period following Go-Live (hereinafter "Final Acceptance Test") at no cost to County. Contractor shall correct all Deficiencies discovered during such 100-day period. In the event an Unacceptable Deficiency is discovered during such 100-day period, Contractor shall provide to County a diagnosis of all Unacceptable Deficiencies and proposed solution(s) for County's approval. In the event an uncorrected Unacceptable Deficiency requires County to back out users from using the System or to deny user access to any material component or functionality of the System, at County's option, Contractor shall repeat the Final Acceptance Test following the 100-day period as follows: (i) in the case of any repairs of a Severity Level 1 Deficiency, Contractor agrees to correct any additional Deficiencies with such repairs that are identified within forty five (45) days following Contractor's delivery of such repair, (ii) in the case of any repairs for a Severity Level 2 Deficiency, Contractor agrees to correct any additional Deficiencies with such repair that are identified within thirty (30) days following Contractor's delivery of such repair, and (iii) in the case of Severity Level 3 Deficiency, Contractor agrees to correct any additional Deficiencies with such repairs that are identified within for fifteen (15) days following Contractor's delivery of such repair. Subject to the provisions of Paragraph 11.4 (Failed Testing), this process shall be repeated until all Unacceptable Deficiencies have been corrected. The System shall achieve "Final Acceptance" when County's Project Director, or his/her designee, approves in writing the Final Acceptance Test.

## 11.4 FAILED TESTING

- 11.4.1 If County's Project Director makes a good faith determination at any time prior to Acceptance of a System Test or reaching Final Acceptance, as applicable, that the System as a whole, or any component thereof, has not successfully completed a System Test or has not achieved Final Acceptance (collectively referred to for purposes of this Paragraph 11.4 as "Designated Test"), County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System component or the System failed to pass the applicable Designated Test. Contractor shall

immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component or the System to be ready for retesting. Contractor shall notify County's Project Director in writing when such corrections, repairs and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, County's Project Director makes a good faith determination that the System component or the System again fails to pass the applicable Designated Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System component or the System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component or the System to be ready for retesting.

- 11.4.2 Such procedure shall continue, subject to County's rights under Paragraph 8.2.2 (Termination) in the event Contractor fails to timely complete any Key Deliverable, until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Paragraph 20 (Termination for Default) on the basis of such non-curable default. In the event Contractor, using good faith effort, is unable to cure a deficiency by re-performance after two (2) attempts, County and Contractor will work together to agree on a mutually acceptable resolution, provided that if County and Contractor cannot agree on a resolution, County may terminate this Agreement for default pursuant to Paragraph 20 (Termination for Default).

- 11.4.3 Such a termination for default by County shall be of the entire Agreement, subject to the provisions of Paragraph 24 (Effect of Termination). The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

## 11.5 SYSTEM USE

Subject to County's obligations of Acceptance set forth in Exhibit A (Statement of Work) and the Agreement, following the System implementation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the System, without any additional cost to County where County determines that it is necessary for County's operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed System Acceptance or Final Acceptance of the System.

## 12. **WARRANTIES AND CORRECTION OF DEFICIENCIES**

### 12.1 GENERAL WARRANTIES

Contractor represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness,



characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Agreement, including the Exhibit A (Statement of Work) including all Attachments thereto and System Requirements.

2. The Solution shall be free from material Deficiencies.
3. The applicable System Maintenance Service Levels shall not degrade during the term of the Agreement.
4. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any component through any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, or “key lock”, “worm”, “back door” or “Trojan Horse” device or program, or any disabling code, which has the potential or capability of compromising the security of County’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to County or any User or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively referred to as “Disabling Device(s)”), which could block access to or prevent the use of the System or any component by County or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any System component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device.

In addition, to the extent within Contractor’s control or knowledge, Contractor shall prevent viruses from being incorporated or introduced into the System or updates or enhancements thereto prior to the installation onto the System and shall prevent any viruses from being incorporated or introduced in the process of Contractor’s performance of on-line support.

## 12.2 SYSTEM WARRANTIES AND PROBLEM RESOLUTION

In accordance with the procedures set forth in Paragraph 11.3 (Final Acceptance), Contractor hereby warrants to County that the System shall be free from any and all Unacceptable Deficiencies commencing from Go-Live of the System until Final Acceptance (hereinafter “Warranty Period”). During the Warranty Period, any Unacceptable Deficiencies shall be remedied in accordance with Paragraph 11.3 (Final Acceptance). Failure by Contractor to correct Deficiency during the Warranty Period in accordance with the Service Levels specified in Exhibit D (Service Level Agreement) shall not subject Contractor to assessment of Service Credits under the Service Level Agreement. Furthermore, following completion of the Warranty Period and commencing from the first Production Use of the System through the term of the Agreement, Contractor shall correct Deficiencies reported or discovered in accordance with the Statement of Work and the Service Level Agreement at no cost to County beyond the payment of the applicable Maintenance Fees under the Agreement.

Contractor also represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. All System components shall be compatible with each other and, to the extent applicable or required, shall interface with each other; and the System components, when taken

together, shall be capable of delivering all of the functionality as set forth in this Agreement.

2. The System shall be compatible with the rest of the Solution components and any enhancements or upgrades shall be backward compatible with any County's standard browser(s) and operating system version(s) operated on County workstations.
3. The Solution, including the System, shall be capable of delivering all of the functionality and meeting all requirements set forth in the Specifications, as such may be modified as a result of System Implementation or provision of Optional Work.
4. The System shall meet the System Performance Requirements within Contractor's or its subcontractors', including its Pre-Approved Subcontractors', control, including but not limited to those relating to Response Time and Service Availability, as further specified in the Statement of Work. All System Performance Deficiencies for the purpose of determining the applicable Deficiency Resolution Time and County remedies, including Service Credits, shall be deemed Severity Level 1 or Severity Level 2, as determined by County's Project Director or designee.

### 12.3 CONTINUOUS PRODUCT SUPPORT

- 12.3.1 In the event that Contractor elects, in its own discretion, to replace any or all implemented components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the term of the Agreement in order to fulfill its obligations under the Agreement and to meet the System Requirements, then the License shall be deemed to automatically include such Replacement Product without cost or penalty to County even if such Replacement Product contains greater functionality than the Application Software it replaced. If required by County, Contractor shall provide the necessary training to County personnel to utilize the Replacement Product at no cost to County.
- 12.3.2 In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, acceptance of any payment under this Agreement), shall be deemed to have ratified this Agreement, subject to the requirements of Paragraph 19 (Assignment and Delegation). All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product.
- 12.3.3 The following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:
  - (1) Contractor, or its assignee or successor, shall, at no cost to County, implement the Replacement Product in the System Environment, convert and migrate all of the System Data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product;
  - (2) Any prepaid Maintenance Fees for the Solution shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same term, the credit balance shall be applied to future Maintenance Fees or returned to County, at County's option;
  - (3) Any and all modules offered separately and needed to match the original Application

Software's level of functionality shall be supplied by Contractor, or its assignee or successor, without additional cost or penalty, and shall not affect the calculation of any Annual Fees;

- (4) Contractor shall provide to County the necessary Training for purposes of learning the Replacement Product. Such training shall be provided at no cost to County;
- (5) All License terms and conditions, at a minimum, shall remain as granted herein with no additional fees imposed on County; and
- (6) The definition of Application Software shall include the Replacement Product.

#### 12.4 WARRANTY PASS-THROUGH

Contractor shall assign to County to the fullest extent permitted by law or by this Agreement, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any System component or any other Solution product or service provided hereunder shall fully extend to and be enjoyed by County.

#### 12.5 REMEDIES

County's remedies under the Agreement for the breach of the warranties set forth in this Agreement, including the Statement of Work, shall include the repair or replacement by Contractor, at its own expense, of the non-conforming System components and any other remedies and corrective measures specified in the Agreement, including the Statement of Work and the Service Level Agreement.

#### 12.6 BREACH OF WARRANTY OBLIGATIONS

Failure by Contractor to timely perform its obligations within its or its subcontractors', including its Pre-Approved Subcontractors', control set forth in this Paragraph 12 shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Paragraph 20 (Termination for Default).

#### 12.7 WARRANTY DISCLAIMER

Other than as expressly provided in the Agreement with all of its Exhibits, Attachments and Schedules, Contractor makes no other express warranties and disclaims all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose. Nothing in this Paragraph 12.6 (Breach of Warranty Obligations) negates any express warranties provided by Contractor under the Agreement.

### 13. **INDEMNIFICATION**

#### 13.1 GENERAL

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and other County authorized personnel (hereinafter "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), for third party claims arising from or connected with Contractor's acts and/or omissions arising from or relating to this Agreement, except for such

loss or damages arising from the sole negligence or willful misconduct of County Indemnitees.

## 13.2 LIMITATION OF LIABILITY

### 13.2.1 DIRECT DAMAGES

Except for (a) Contractor's indemnification obligations under Paragraph 15 (Intellectual Property Warranty and Indemnification), (b) bodily injury, death or damage to tangible property, (c) Contractor's breach of Paragraph 18 (Confidentiality and Security), or (d) Contractor's gross negligence, fraud, willful or intentional misconduct or violation of applicable law, the total aggregate liability of either party under the Agreement to the other, whether based on a claim in contract or in tort, law or equity, shall not exceed, as to the first event giving rise to actions, claims or other liability occurring, the following monetary limits (hereinafter, also "liability cap"): (i) during the period from the Effective Date of the Agreement through one (1) year after Final Acceptance of the Solution by County, the Contract Sum; and (ii) from one (1) year after Final Acceptance through the remaining term of the Agreement, four-fifteenths (4/15) of the Contract Sum. This Section does not apply coverage limits required by, or to amounts payable by the insurance carrier under, the insurance coverages set forth in Section 14 (Insurance) for liability suffered by County.

### 13.2.2 CONSEQUENTIAL DAMAGES

Except for Contractor's liability arising from (a) Contractor's indemnification obligations under Paragraph 15 (Intellectual Property Warranty and Indemnification), (b) bodily injury, death or damage to tangible property, (c) Contractor's breach of Paragraph 18 (Confidentiality and Security) and (d) Contractor's gross negligence, fraud, willful or intentional misconduct or violation of law, neither party shall be liable under the Agreement for any indirect, incidental, special, exemplary, punitive or consequential damages or damages for lost profits or revenues (even if such party has been advised of the possibility of such damages and whether or not such damages are foreseeable), provided the total aggregate liability of either party for such indirect, incidental, special, exemplary, punitive or consequential damages or damages for lost profits or revenues shall not exceed the applicable liability cap as specified in Paragraph 13.2.1 (Direct Damages) above depending on the date of occurrence of the first event giving rise to such liability.

### 13.2.3 DATA BREACH LIABILITY

The limitations of liability and exclusions of certain damages set forth in Paragraph 13.2.2 (Consequential Damages) shall not apply to actions, claims or liability for indirect, incidental, special, exemplary, punitive or consequential damages or damages for lost profits or revenues arising from Contractor's breach of Paragraph 18 (Confidentiality and Security), which shall be limited to the greater of: (i) the applicable liability cap as specified in Paragraph 13.2.1 (Direct Damages) above depending on the date of occurrence of the first event giving rise to such liability; and (ii) the amount of the Cyber Insurance coverage set forth in Paragraph 14.4.7 (Privacy/Network Security (Cyber) Insurance) payable by the insurance carrier for liability suffered by County as a result of such breach.

## 13.3 INDEMNIFICATION PROCESS

Any legal defense pursuant to Contractor's indemnification obligations set forth in this Agreement shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to

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

Notwithstanding the limitation of any of Contractor's indemnification obligations under the Agreement, including those specified in Paragraph 13.1 (General) above, to "third party claims", Contractor shall not be relieved of its indemnification obligations against claims filed by County or Contractor employees or agents.

The provisions of this Paragraph 13.3 shall apply to all of Contractor's indemnification obligations set forth in the Agreement, including those specified in Paragraph 13.1 (General) and Paragraph 15 (Intellectual Property Warranty and Indemnification).

## **14. INSURANCE**

### **14.1 GENERAL INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 14.2. These minimum insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

### **14.2 EVIDENCE OF COVERAGE AND NOTICE**

- 14.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's primary General Liability policy (blanket endorsements are acceptable), shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- 14.2.2 Renewal Certificates shall be provided to County not less than ten (10) days after renewal of Contractor's policy.
- 14.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, and list any County required endorsement forms (though blanket endorsements are acceptable).
- 14.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County's Project Director at the address specified in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

Contractor also shall 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 shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### 14.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and other County authorized personnel (collectively County and its Agents) shall be provided additional insured status under Contractor's primary General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, when such liability is attributable to Contractor. The full policy limits and scope of protection also shall apply to 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.

##### 14.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Cancellation notice shall be provided in accordance with policy provisions.

##### 14.3.2 INSURER FINANCIAL RATINGS

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

##### 14.3.3 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

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

##### 14.3.4 WAIVERS OF SUBROGATION

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

##### 14.3.5 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall use commercially reasonable efforts to verify each subcontractor complies with the Required Insurance provisions herein, and shall require that each

subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### 14.3.6 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR.

#### 14.3.7 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than two (2) years following Agreement expiration, termination or cancellation.

#### 14.3.8 APPLICATION OF EXCESS LIABILITY COVERAGE

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

#### 14.3.9 SEPARATION OF INSURED

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

#### 14.3.10 ALTERNATIVE RISK FINANCING PROGRAMS

[Intentionally Omitted.]

#### 14.3.11 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

### 14.4 INSURANCE COVERAGE REQUIREMENTS

#### 14.4.1 COMMERCIAL GENERAL LIABILITY INSURANCE

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 |

#### 14.4.2 AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance providing scope of coverage equivalent to ISO policy form CA 00 01 with a combined single limit of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance

shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

#### 14.4.3 WORKERS' COMPENSATION AND EMPLOYERS' INSURANCE

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 applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### 14.4.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE

Professional Liability/Errors and Omissions insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than two (2) years following this Agreement's expiration, termination or cancellation.

#### 14.4.5 PROPERTY COVERAGE

If Contractor's given exclusive use of County owned or leased property shall carry property, Contractor's property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

#### 14.4.6 TECHNOLOGY ERRORS AND OMISSIONS

Insurance, including cover for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting, development and modification, (7) training services relating to computer software or hardware, (8) management, repair and maintenance of computer products, networks and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by Contractor, with limits of \$10 million per claim.

#### 14.4.7 PRIVACY/NETWORK SECURITY (CYBER) INSURANCE

Privacy/Network Security ("Cyber") liability coverage providing protection against liability for (1) privacy breaches (liability arising from the loss or disclosure of confidential information by Contractor and its Pre-Approved Subcontractors no matter how it occurs), (2) system breach of Contractor and its Pre-Approved Subcontractors, (3) denial or loss of service relating to Contractor and its Pre-Approved Subcontractors, (4) introduction, implantation or spread of malicious software code through Contractor and its Pre-Approved Subcontractors, (5) unauthorized access to or use of computer systems, with limits of \$10 million per claim. No exclusions/restrictions for unencrypted portable devices/media may be on the policy.



#### 14.5 FAILURE TO MAINTAIN COVERAGE

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from such breach. Alternatively, County may purchase the required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.

#### 15. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION**

15.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Agreement to County; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County is entitled to use the System without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Agreement; (iv) that this Agreement and the System licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) that during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System (or any part thereof) in accordance with this Agreement; and (vi) that neither the performance of this Agreement by Contractor, nor the License to or ownership by, and use by, County and its Users of the System in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information or other rights of any third party.

15.2 Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and other County authorized personnel (collectively referred to for purposes of this Paragraph 15 as "County") from and against any and all liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) for third party claims arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the System by County or any Participating Agency pursuant to this Agreement (collectively referred to for purposes of this Paragraph 15 as "Infringement Claim(s)"). The foregoing indemnification shall not apply to the extent: (i) the Infringement Claim arises out of or relates to (a) County's use of the System not in accordance with the Agreement; or (b) combination of the System with any information, software code or other material not furnished by Contractor or any of its Pre-Approved Subcontractors, except to the extent the Infringement Claim requires only the additional step of operating the System or any component thereof on general purpose servers or workstations or mobile computing devices; (ii) such Infringement Claim is the result of a modification made to the System by any third party other than Contractor or Pre-Approved Subcontractor or is authorized by Contractor or Pre-Approved Subcontractor; (iii) County continues the allegedly infringing activity after being notified thereof or after being informed of modifications, which are made

available to County at no additional charge, that would have avoided the alleged infringement; or (iv) such Infringement Claim is solely based on the County provided materials.

- 15.3 County will notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Solution or affected component(s) thereof, or part(s) thereof, to the same extent of County's License or ownership rights under this Agreement; or (ii) to the extent procuring such right to use the Solution is not commercially reasonable, replace or modify the System or component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined by County and Contractor until the Solution and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 15.3 "Remedial Act(s)").
- 15.4 Failure by Contractor to provide and complete the Remedial Acts described in Paragraph 15.3 above shall constitute a material breach of this Agreement, upon which County shall be entitled to terminate the Agreement for default pursuant to Paragraph 20 (Termination for Default).

## **16. PROPRIETARY CONSIDERATIONS**

### **16.1 COUNTY MATERIALS**

Contractor agrees that County shall own all rights, title and interest, including all copyrights, patent rights, trade secret rights and other proprietary rights therein, in and to all information, data, plans, schedules including Project Plan and Project Schedule, departmental procedures and processes, diagrams, reports, records and any other information or work products originated from or created solely for County through Contractor's work pursuant to this Agreement and any County data whether provided by County or otherwise accessible or generated by Contractor or the System, excluding the Work Product and System Software provided by Contractor and related Documentation (collectively "County Materials"). Contractor, therefore, hereby assigns and transfers to County all of Contractor's right, title and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. With regards to any additional materials which are not County Materials and created by Contractor for County pursuant to this Agreement, including, without limitation, any Deliverables (collectively hereunder "Developed Materials"), County shall be entitled a worldwide, perpetual, non-exclusive, non-transferable, non-sublicenseable and royalty-free license and right to use the Developed Materials solely for County's own internal business purposes

During and for a minimum of five (5) years subsequent to the term of this Agreement, Contractor shall retain all of Contractor's working papers prepared under this Agreement, including to the extent necessary the County Materials. County shall have the right to inspect any and all such working papers, make copies thereof and use the working papers and the information contained therein.

Contractor shall protect the security of and keep confidential all County Materials and shall use whatever security measures are reasonably necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

## 16.2 TRANSFER TO COUNTY

Upon request of County, Contractor shall execute all documents requested by County and shall perform all other reasonable acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Materials, including, but not limited to, all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of rights will be borne by County. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

## 16.3 WORK PRODUCT

Notwithstanding the provisions of Paragraph 16.1 (County Materials), all pre-existing or developed materials, Deliverables, routines, methodologies, reusable components, algorithms, working papers, software, tools, processes and manuals, and all derivative works therein together with all associated intellectual property rights (hereinafter collectively "Work Product") are and shall remain the sole property of Contractor, Pre-Approved Subcontractor or any third party owner, as applicable. County will have no interest in or claim to the Work Product except to the extent necessary to exercise its rights under this Agreement in accordance with the rights and restrictions set forth herein.

In addition, subject to Contractor's confidentiality obligations under this Agreement relating to County's Confidential Information, Contractor is free to use any ideas, concepts or know-how developed or acquired by Contractor during the performance under this Agreement, other than County Materials, to the extent obtained and retained by Contractor's personnel as impressions and general learning.

## 16.4 PROPRIETARY AND CONFIDENTIAL

Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- (1) Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by any state or federal law or order of court; or
- (2) Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

## 17. DISCLOSURE OF AGREEMENT

### 17.1 DISCLOSURE

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Agreement to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than

Contractor's professionals) for disclosure of any such details, Contractor shall, to the extent allowed by law or such order, promptly notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:

- (1) Contractor shall develop all publicity material in a professional manner.
- (2) During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director for each such item.

Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 17 shall apply.

## 17.2 REQUIRED DISCLOSURE

Notwithstanding any other provision of this Agreement, either party may disclose information about the other that: (i) is lawfully in the public domain at the time of disclosure; (ii) is disclosed with the prior written approval of the party to which such information pertains; or (iii) is required by law to be disclosed.

## 18. **CONFIDENTIALITY AND SECURITY**

### 18.1 CONFIDENTIALITY

#### 18.1.1 CONFIDENTIAL INFORMATION

Each party shall protect, secure and keep confidential the other party's Confidential Information (as further defined below) in accordance with the terms of this Agreement and all applicable Federal, State or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality.

As used in this Agreement, "County's Confidential Information" shall include all records, materials, documents, data and/or other information accessed, received, obtained, produced or acquired by Contractor in connection with the Agreement, including, but not limited to, billing and sensitive financial information, County records, County Materials, System Data, personally identifiable and health information including PHI, PI and MI as such terms are defined in Paragraph 18.3 (Protection of Electronic County Information – Data Encryption), and records, materials, data and information deemed confidential by County or the applicable law under Paragraph 3.6 (Rules and Regulations).

Contractor shall inform all of its officers, employees, agents and subcontractors providing Work hereunder of Contractor's confidentiality provisions of this Agreement with respect to County's Confidential Information. Contractor shall ensure that all of its officers, employees, agents and subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of County than the terms of this Agreement,

including this Paragraph 18 and Exhibit F (Confidentiality and Assignment Agreement). Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

As used in this Agreement, "Contractor's Confidential Information" shall include all accessed, received, obtained or acquired by County in connection with the Agreement information related to strategic and other plans, methods, methodologies, processes, financial data, lists, inventions, apparatus, statistics, programs, research, development, information technology, network designs, usage data, the plans and specifications of any product or service that is designed or modified for County at County's request or expense.

Each party shall use whatever appropriate security measures are necessary to protect the other party's Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

#### 18.1.2 DISCLOSURE OF INFORMATION

With respect to any of County's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph 18.1.2 "information"), Contractor shall: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than County without County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such information to County or maintain such information according to the written procedures provided or made available to Contractor by County for this purpose.

Notwithstanding anything in this Paragraph 18.1, the obligations with respect to confidentiality shall not apply to information that (A) was, at the time of disclosure of it, in the public domain; (B) was in possession of the receiving party at the time of disclosure of it and was not or is not the subject of a pre-existing or current confidentiality obligation; (C) was received after disclosure of it by a third party that had a lawful right to disclose such information without being required to disclose it in confidence; (D) after disclosure of it, is published or otherwise becomes part of the public domain legally and through no fault of the receiving party; or (E) was independently developed by the receiving party without use of the Confidential Information of the other party.

#### 18.1.3 INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees, agents and other County authorized personnel from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, for third party claims arising from, connected with or related to any failure by Contractor, its officers, employees, agents or subcontractors to comply with this Paragraph 18, as determined by County in its sole judgment.

## 18.2 SECURITY

### 18.2.1 SYSTEM SECURITY

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing as part of the RFP, this Agreement or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into the System, as further specified in this Agreement and Attachment A.3 (Information Security Requirements). In no event shall Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

### 18.2.2 SYSTEM DATA SECURITY

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the System Data or any other County data. Contractor shall protect, secure and keep confidential all System Data in compliance with all federal, state and local laws, rules, regulations, ordinances, publicly available guidelines and directives relating to confidentiality and information security, and Attachment A.3 (Information Security Requirements), including any breach of the security of the System, such as any unauthorized acquisition of System Data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor shall take all reasonable actions necessary or advisable to protect all System Data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County's Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County's Project Director. Contractor shall not use System Data for any purpose or reason other than to fulfill its obligations under this Agreement.

## 18.3 PROTECTION OF ELECTRONIC COUNTY INFORMATION – DATA ENCRYPTION

Contractor that electronically transmits or stores Personal Information (hereinafter "PI"), Protected Health Information (hereinafter "PHI") and/or Medical Information (hereinafter "MI") shall comply with the encryption standards set forth below and incorporated into this Agreement and all Amendments thereto (collectively, the "Encryption Standards"), as required by the Board of Supervisors Policy Number 5.200 (hereinafter "Policy"). For purposes of this Paragraph 18.3 and the Policy, "PI" is defined in California Civil Code Section 1798.29(g); "PHI" is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and "MI" is defined in California Civil Code Section 56.05(j).

### 18.3.1 ENCRYPTION STANDARDS – STORED DATA

Upon County's request Contractor's and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile,

wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with ISO 27001 standards and industry best practices. Advanced Encryption Standard (AES) with cipher strength of 128-bit is minimally required.

Contractor's and subcontractors' use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be subject to written pre-approval by the County's Chief Executive Office.

#### 18.3.2 ENCRYPTION STANDARDS – TRANSMITTED DATA

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: ISO 27001 standards and industry best practices. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

#### 18.3.3 COMPLIANCE

By executing the Agreement, Contractor (on behalf of itself and any and all subcontractors including Pre-Approved Subcontractors) certifies its compliance with the Policy and the data encryption requirements specified in this Paragraph 18.3 as of the Effective Date of the Agreement, during the term of the Agreement and for as long as Contractor (or any of its subcontractors) is in possession of County PI, PHI and/or MI. Such certification shall be evidenced by submission of a completed and signed form set forth in Attachment A.4 (Compliance with Encryption Requirements) prior to being awarded the Agreement by the Board of Supervisors. In addition to the foregoing, Contractor shall maintain any validation or attestation reports that its or its Pre-Approved Subcontractors' data encryption product(s) generate, and such reports shall be subject to audit in accordance with the Agreement. County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 18.3 shall constitute a material breach of this Agreement, upon which County may terminate or suspend the Agreement, deny Contractor access to County IT resources and/or take such other actions as deemed necessary or appropriate by County.

#### 18.3.4 NO POLICY EXCEPTIONS

There are no exceptions to this Policy, except as expressly approved by the Board of Supervisors.

#### 18.4 REMEDIES

Contractor acknowledges that a breach by Contractor of this Paragraph 18 may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under this Paragraph 18 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 18. The provisions of this Paragraph 18 shall survive the expiration of termination of this Agreement.

Contractor shall take all reasonable actions necessary or advisable to protect the System from loss or damage. Contractor shall bear the risk of loss or damage to the System and any System Data to the extent caused by Contractor's failure to comply with the provisions of this Paragraph 18.

### 19. **ASSIGNMENT AND DELEGATION**

19.1 Contractor shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted

assignment and/or delegation without such consent shall be null and void. County may exercise or withhold consent in its sole discretion. No assignment and/or delegation shall be effective unless and until there is a duly-executed, written amendment to this Agreement. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against County.

- 19.2 Shareholders, partners, members or other equity holders of Contractor may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior consent of County in accordance with the applicable provisions of this Agreement.
- 19.3 Any assumption, assignment, delegation or takeover of any of Contractor's duties, responsibilities, obligations or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout or any other mechanism, with or without consideration for any reason whatsoever without County's express written approval shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **20. TERMINATION FOR DEFAULT**

- 20.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:
- (1) Following the Dispute Resolution Procedure (hereinafter also "DRP") set forth in Paragraph 50 (Dispute Resolution Procedure), Contractor continues its failure to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other Work within the times specified in this Agreement, including the finalized Project Plan or Project Schedule; or
  - (2) Following the DRP set forth in Paragraph 50 (Dispute Resolution Procedure), Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or
  - (3) Following the DRP set forth in Paragraph 50 (Dispute Resolution Procedure), Contractor continues its failure to make progress as to endanger performance of this Agreement in accordance with its terms; or
  - (4) Contractor in performance of Work under the Agreement fails to comply with the requirements of this Agreement, including but not limited to the Statement of Work and/or the Service Level Agreement; or
  - (5) Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement; and, unless a shorter cure period is expressly provided in this Agreement, does not cure such failure or fails to correct such failure or breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate



immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

Notwithstanding anything to the contrary under this Agreement, the total of (i) actual time to resolve pursuant to the DRP the dispute giving rise to the default under sections (1), (2) or (3) of this Paragraph 20.1 above and (ii) the time allowable to cure such default hereunder shall not exceed forty five (45) days.

20.2 If, after County has given notice of termination under the provisions of this Paragraph 20, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21 (Termination for Convenience).

20.3 The rights and remedies of County provided in this Paragraph 20 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **21. TERMINATION FOR CONVENIENCE**

21.1 This Agreement may be terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than forty five (45) calendar days after the notice is sent.

21.2 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice. Such claim and invoice shall be submitted promptly in accordance with Paragraph 24 (Effect of Termination).

## **22. TERMINATION FOR IMPROPER CONSIDERATION**

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

22.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County's Auditor-Controller Employee Fraud Hotline at (213) 974 0914 or (800) 544 6861.

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

## **23. TERMINATION FOR INSOLVENCY**

23.1 County may terminate this Agreement immediately at any time upon the occurrence of any of the following:

- (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in

the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;

- (2) The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) days;
- (3) The appointment of a receiver or trustee for Contractor; or
- (4) The execution by Contractor of an assignment for the benefit of creditors.

23.2 The rights and remedies of County provided in this Paragraph 23 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation in accordance with the terms of Paragraph 10.3 (Source Code) and the Source Code Escrow Agreement, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

## **24. EFFECT OF TERMINATION**

In the event that County, upon notice to Contractor, terminates this Agreement in whole or in part as provided herein, then:

- (1) Contractor and County shall continue the performance of this Agreement to the extent not terminated;
- (2) Subject to Contractor's obligation to provide termination assistance as provided in Paragraph 24(8), Contractor shall stop Work under this Agreement on the date and to the extent specified in such notice and provide to County all completed Work and Work in progress, in a media reasonably requested by County;
- (3) Contractor shall (a) promptly return to County any and all County's Confidential Information, County Materials and any other County data that relate to that portion of the Agreement and Work terminated by County, and (b) destroy all such County's Confidential Information, County Materials and other County data as required in and in accordance with the provisions of Attachment A.3 (Information Security Requirements);
- (4) County shall pay Contractor all monies due in accordance with the terms of the Agreement for the Work completed up to the time of termination and, with respect to termination for convenience only, whether or not such Work has been accepted and/or approved by County or otherwise;
- (5) Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Maintenance Fees calculated depending on the date of

- termination, if applicable;
- (6) Upon termination by County for default pursuant to Paragraph 20 (Termination for Default) or for insolvency pursuant to Paragraph 23 (Termination for Insolvency), Contractor shall be liable to County for, and shall promptly pay to County, \$72,000 as cover for goods, services and other work so terminated;
  - (7) County shall have the rights set forth in Paragraphs 10.2 (License) and 10.3 (Source Code) to access and use the Source Code as set forth therein (i) for the Application Software after such time as one of the Release Conditions described in Paragraph 10.3.3 (Source Code Release Conditions – Licensed Software) has occurred which would permit County to use such Source Code, and (ii) for Application Modifications after such time as one of the Release Conditions described in Paragraph 10.4.3 (Source Code Release Conditions – Application Modifications) has occurred which would permit County to use such Source Code; and
  - (8) Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new solution, and Contractor shall continue to provide the License and Services for the License Fees and Maintenance Fees specified in this Agreement for a period not to exceed the lesser of: (a) the period through the expiration of term of the Agreement; or (b) such shorter period as determined by County. Upon notice to Contractor, Contractor shall support County or another selected contractor during a transition period until expiration of the term of the Agreement, or in all other cases, at a date specified by County, for the orderly turnover of Contractor's Agreement activities and responsibilities. Any such transition services shall be provided as Optional Work at a not-to-exceed Maximum Fixed Price pursuant to a mutually agreed upon Work Order.

## **25. INDEPENDENT CONTRACTOR STATUS**

- 25.1 This Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 25.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation and benefits to, or on behalf of, all persons performing Work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing Work on behalf of Contractor.
- 25.3 Notwithstanding the provisions of this Paragraph 25, the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

## 26. SUBCONTRACTING

- 26.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor. Consequently, no performance by Contractor of this Agreement, or any portion thereof, shall be subcontracted by Contractor, other than to the approved subcontractors listed in Exhibit K (Pre-Approved Subcontractors) (hereinafter “Pre-Approved Subcontractors”), without notice to County as provided in this Paragraph 26. Any subcontractors, direct or indirect, of Contractor engaged for the purpose of this Agreement shall not be deemed Pre-Approved Subcontractors without County’s advance written consent. Notwithstanding the foregoing, Contractor may use subcontractors for code development, quality assurance and other generic functions that do not require access to County’s Confidential Information or its facilities or relate to the direct performance of the Services. Any attempt by Contractor to subcontract any performance of this Agreement by Contractor other than to the Pre-Approved Subcontractors without such notice shall be null and void and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement.
- 26.2 In the event Contractor subcontracts any portion of its performance of the Agreement by Contractor other than to the Pre-Approved Subcontractors, Contractor shall provide to County, in writing, a notice regarding such subcontract, which shall include:
- (1) The reasons for the particular subcontract;
  - (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
  - (3) A detailed description of the Work to be provided by the proposed subcontractor;
  - (4) Confidentiality provisions applicable to the proposed subcontractor’s officers, employees and agents, which would be incorporated into the subcontract;
  - (5) Required County forms including (i) Exhibit F (Confidentiality and Assignment Agreement), (ii) Exhibit G (Contractor’s EEO Certification), (iii) Exhibit I (Safely Surrendered Baby Law), and (iii) any other standard County required provisions;
  - (6) A representation from Contractor that:
    - a. the proposed subcontractor is qualified to provide the Work for which subcontractor is being hired;
    - b. either the proposed subcontractor maintains the insurance required by this Agreement or Contractor has procured and maintains such insurance coverage for the proposed subcontractor;
    - c. either the proposed subcontractor or Contractor shall be solely liable and responsible for any and all of subcontractor’s taxes, payments and compensation, including compensation to its employees, related to the performance of Work under this Agreement; and
    - d. either the proposed subcontractor or Contractor shall provide for indemnification of County under the same terms and conditions as the indemnification provisions of this Agreement, including those specified in Paragraphs 13 (Indemnification) and 15 (Intellectual Property Warranty and Indemnification); and
  - (7) Other pertinent information and/or certifications reasonably requested by County.

- 26.3 County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- 26.4 Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees, agents and other County authorized personnel, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees for third party claims in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Agreement.
- 26.5 Notwithstanding any other provision of this Paragraph 26, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, subcontracting of any Work under this Agreement shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Agreement.
- 26.6 Subcontracting of any Work performed by the Contractor's Key Staff under the Agreement shall not waive County's right to prior and continuing approval of any or all such Contractor's Key Staff pursuant to the provisions of Paragraph 3.3 (Approval of Contractor's Staff), including any subcontracted members of the Contractor's Key Staff. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement.
- 26.7 Notwithstanding subcontracting by Contractor of any Work under this Agreement, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
- 26.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 26 or a blanket consent to any further subcontracting.

## **27. RISK OF LOSS**

Contractor shall bear the full risk of loss due to total or partial destruction of any Software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by County as evidenced by County's signature on delivery documents.

## **28. MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide substantially similar software, service levels, software models, components, goods or services under substantially similar delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to County. No more frequently than once per year during the term, upon reasonable advanced notice, and subject to the confidentiality obligations set forth herein, County shall have the right, at County's

expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 28 by review of Contractor's books and records related to the Services provided hereunder and any substantially similar services Contractor provides to the State or any county, municipality or district of the State.

## **29. RECORDS AND AUDITS**

- 29.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement to the extent allowed by law. County and its authorized representatives shall treat all such records reviewed and derived from or based on any such audits as Contractor's Confidential Information, subject to the California Public Records Act. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to the County within County's borders.
- 29.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 29.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 29 shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement under the terms of Paragraph 20 (Termination for Default).
- 29.4 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to the Contractor, then the difference shall be either: (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

## **30. COUNTY'S QUALITY ASSURANCE PLAN**

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

in jeopardy, if not corrected, will be reported to the County's Board of Supervisors. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty (30) days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 20 (Termination for Default) or Paragraph 21 (Termination for Convenience), or impose other penalties as specified in this Agreement.

### **31. CONFLICT OF INTEREST**

- 31.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval or ongoing evaluation of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.
- 31.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 31 shall be a material breach of this Agreement.

### **32. COMPLIANCE WITH APPLICABLE LAWS**

- 32.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, as well as policies and procedures made available by County to Contractor and applicable to the Work and Contractor's or Pre-Approved Subcontractors' provision thereof, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 32.2 Contractor shall indemnify, defend and hold harmless County, its elected and appointed officers, employees, agents and other County authorized personnel, 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, for third party claims 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, as well as policies and procedures made available by County to Contractor, each as applicable to the Work and Contractor's or Pre-Approved Subcontractors' provision thereof, as determined by County in its sole judgment.
- 32.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law applicable to the Work and Contractor's or Pre-Approved Subcontractors' provision thereof. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306

of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor shall be responsible for any relevant changes in the law, including but not limited to, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. Contractor shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by County applicable to the Work and Contractor's or Pre-Approved Subcontractors' provision thereof for which Contractor is provided actual or constructive notice. County reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.

County will notify Contractor of any known new or changes to the existing applicable County laws, directives or policies.

- 32.4 Failure by Contractor to comply with such laws and regulations shall be material breach of this Agreement and may result in termination of this Agreement.

### **33. FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its elected and appointed officers, and employees from any and all third party liability for, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and in the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

### **34. COMPLIANCE WITH CIVIL RIGHTS LAWS**

- 34.1 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 34.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of Contractor's EEO Certification (Exhibit G).
- 34.3 Contractor shall ensure that applicants and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 34.4 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, 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, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.

- 34.5 Contractor herein certifies, and will re-certify upon County request no more frequently than once per year, that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws including, but not limited to:
- (1) Title VII, Civil Rights Act of 1964;
  - (2) Section 504, Rehabilitation Act of 1973;
  - (3) Age Discrimination Act of 1975;
  - (4) Title IX, Education Amendments of 1973, as applicable; and
  - (5) Title 43, Part 17, Code of Federal Regulations, Subparts A & B,
- and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.
- 34.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 when so requested by County.
- 34.7 If County finds that any of the provisions of this Paragraph 34 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 34.8 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars (\$500) for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 20 (Termination for Default).

## **35. RESTRICTIONS ON LOBBYING**

### **35.1 FEDERAL FUNDS PROJECTS**

If any Federal funds are to be used to pay for any portion of Contractor's Work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by

Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all applicable certification and disclosure requirements.

### 35.2 LOBBYIST ORDINANCE

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement.

### 36. **EMPLOYMENT ELIGIBILITY VERIFICATION**

- 36.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).
- 36.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.
- 36.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, agents and other County authorized personnel from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, for third party claims arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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 Agreement.

### 37. **CONTRACT HIRING**

#### 37.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

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

#### 37.2 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in the

County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, Contractor shall give County employees first priority.

### 37.3 PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

### 38. **FEDERAL EARNED INCOME CREDIT**

If required by applicable law, Contractor shall notify its employees, and shall 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 shall be provided, in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

### 39. **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

#### 39.1 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 Agreement. It is County's policy to conduct business only with responsible contractors.

#### 39.2 CHAPTER 2.202

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

#### 39.3 NON-RESPONSIBLE CONTRACTOR

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

#### 39.4 CONTRACTOR HEARING BOARD

- 39.4.1 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.
- 39.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor, County's Project Director, or his/her designee, and County's departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.
- 39.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 39.4.4 If Contractor has been debarred for a period longer than five (5) years, then Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that such Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 39.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the requesting contractor has been debarred for a period longer than five (5) years, (ii) the debarment has been in effect for at least five (5) years and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 39.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 39.5 SUBCONTRACTORS OF CONTRACTOR

The terms and procedures of this Paragraph 39 shall also apply to subcontractors, consultants and partners of Contractor performing Work under this Agreement.

**40. FEDERAL ACCESS TO RECORDS**

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

**41. REQUIRED CERTIFICATIONS**

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, if required by law, in duplicate, to County's Project Manager at the address set forth in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

**42. NO THIRD PARTY BENEFICIARIES**

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

**43. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER**

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

**44. WARRANTY AGAINST CONTINGENT FEES**

44.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission,

percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

- 44.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **45. SAFELY SURRENDERED BABY LAW**

### **45.1 NOTICE**

As required by applicable law, Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law). Additional information is also available at <http://babysafela.org>.

### **45.2 ACKNOWLEDGMENT OF COMMITMENT**

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster (Exhibit I (Safely Surrendered Baby Law)) in a prominent position at Contractor's place of business. 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 [www.babysafela.org](http://www.babysafela.org).

## **46. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

### **46.1 JURY SERVICE PROGRAM**

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

### **46.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

- 46.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 46.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

- 46.2.2 For purposes of this Paragraph 46, "Contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a

recognized industry standard as determined by County, or 2) Contractor has a longstanding practice that defines the lesser number of hours as fulltime. Fulltime employees providing short term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered fulltime for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 46. The provisions of this Paragraph 46 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

- 46.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
- 46.2.4 Contractor’s violation of this Paragraph 46 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

**47. CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

- 47.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 47.2 As required by County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor’s duty under this Agreement to comply with all applicable provisions of State and Federal law, Contractor warrants that to the best of its knowledge it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall, implement all lawfully served Wage and Earnings Withholding Orders or County’s Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County’s Child Support Services

Department shall be grounds upon which the Auditor-Controller or County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 20 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 39 (Contractor Responsibility and Debarment).

#### **49. DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

##### **49.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 49.1 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

#### **50. DISPUTE RESOLUTION PROCEDURE**

50.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 50 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

50.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder.

50.3 Neither party shall delay or suspend its performance during the Dispute Resolution Procedure.

50.4 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

50.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.



- 50.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's Project Executive and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.
- 50.7 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 Agreement and/or its rights and remedies as provided by law.
- 50.8 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 50, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 50.9 Notwithstanding the foregoing, in the event of County's infringement of Contractor's intellectual property rights under the Agreement or violation by either party of the confidentiality obligations hereunder, the violated party shall have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.
- 50.10 Notwithstanding any other provision of this Agreement, County's right to seek injunctive relief to enforce the provisions of Paragraph 18 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such injunctive relief has been obtained.

## **51. ASSIGNMENT BY COUNTY**

This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Agreement.

## **52. NEW TECHNOLOGY**

Contractor and County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the term of this Agreement. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System pursuant to the provisions of Paragraph 4 (Change Notices and Amendments).

## **53. NON-DISCRIMINATION IN SERVICES**

- 53.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in

HOA.

BASE AGREEMENT

accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 53, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

- 53.2 Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

#### **54. UNLAWFUL SOLICITATION**

Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

#### **55. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. For claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

#### **56. WAIVER**

No breach of any provision hereof can be waived unless in writing. No waiver by County or Contractor of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County or Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **57. AUTHORIZATION WARRANTY**

Contractor and County represent and warrant that the person executing this Agreement or any Amendment thereto pursuant to Paragraph 4 (Change Notices and Amendments) on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

**58. VALIDITY AND SEVERABILITY****58.1 VALIDITY**

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

**58.2 SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

**59. NOTICES**

59.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

59.2 Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.

59.3 To County, notices shall be sent to the attention of County's Project Manager and County's Project Director at the respective addresses specified in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

To Contractor, notices shall be sent to the attention of Contractor's Project Manager at the address specified in Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement), with a copy to Contractor's Project Executive.

59.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 59 by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 3.3 (Approval of Contractor's Staff).

**60. ARM'S LENGTH NEGOTIATIONS**

This Agreement is the product of arm's length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

**61. NON-EXCLUSIVITY**

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

**62. CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used in construing this Agreement. If there is a conflict when referencing a Paragraph in this Agreement, between the Paragraph heading title and its number, the Paragraph heading title shall control.

**63. FORCE MAJEURE**

Neither party shall be liable for failure to perform under this Agreement, if its failure to perform arises out of fires, floods, epidemics, quarantine restrictions, other natural disasters or occurrences, acts of God, riots, strikes, acts of terrorism, war or other such event of a similar nature that is beyond the reasonable control of the party seeking to excuse its delay or failure, but in every such case the failure to perform must be beyond the reasonable control and without any material fault of the non-performing party or its subcontractors including Pre-Approved Subcontractors.

**64. INTENTIONALLY OMITTED****65. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS**

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

65.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

**66. MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY**

Contractor cannot assign employees under the age of eighteen (18) to perform Work under this Agreement. All of Contractor's employees working at County facilities must be able to effectively communicate in both written and oral English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

**67. NOTICE OF DELAYS**

Exception as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) Business Days, give notice thereof, including all relevant information with respect thereto, to the other party.

**68. RE-SOLICITATION OF BIDS AND PROPOSALS**

68.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated under this Agreement. County shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

68.2 Contractor acknowledges that County, in its sole discretion, may enter into an agreement for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

**69. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 69 shall survive the expiration or other termination of this Agreement.

**70. ACCESS TO COUNTY FACILITIES**

Contractor, its employees and agents, may be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager.

**71. COUNTY FACILITY OFFICE SPACE**

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable County's Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

**72. PHYSICAL ALTERATIONS**

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the Director, County's Project Director and the Director of County's Internal Services Department, in their discretion.

**73. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE**

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

**74. RECYCLED PAPER**

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

**75. TIME OFF FOR VOTING**

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

**76. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE ON HUMAN TRAFFICKING**

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

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

Disqualification of any member of Contractor's staff pursuant to this Paragraph 76 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

**77. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History.

Contractor's violation of this Section may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement.

**78. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

Contractor acknowledges that 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/>). Contractor further acknowledges that 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. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of 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 Contractor to termination of contractual agreements as well as civil liability.

**79. 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 shall 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 shall survive the expiration, or other termination of this Agreement.

**80. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL**

- (1) At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- (2) Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- (3) Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its

Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

- (4) Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- (5) In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

## **81. SURVIVAL**

In addition to any provisions in this Agreement which specifically state that they shall survive the termination or expiration of the Agreement, the provisions in the following Paragraphs shall also survive the expiration or termination of this Agreement for any reason:

- 2.4 Approval of Work
- 9.3 Sales/Use Tax
- 10 Ownership and License
- 12 Warranties and Correction of Deficiencies
- 13 Indemnification
- 15 Intellectual Property Warranty and Indemnification
- 16 Proprietary Considerations



|    |                                       |
|----|---------------------------------------|
| 17 | Disclosure of Agreement               |
| 18 | Confidentiality and Security          |
| 24 | Effect of Termination                 |
| 29 | Records and Audits                    |
| 32 | Compliance with Applicable Laws       |
| 33 | Fair Labor Standards                  |
| 36 | Employment Eligibility Verification   |
| 40 | Federal Access to Records             |
| 42 | No Third Party Beneficiaries          |
| 51 | Assignment by County                  |
| 55 | Governing Law, Jurisdiction and Venue |
| 58 | Validity and Severability             |

/

/

/

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Agreement to be effective on the day, month and year first above written.


**COUNTY OF LOS ANGELES:**

Los Angeles County Alternate Public Defender

By \_\_\_\_\_  
ERIKA ANZOÁTEGUI  
Alternate Public Defender

**CONTRACTOR:**

Sapient Corporation

By  \_\_\_\_\_  
Signature

\_\_\_\_\_  
Ryan Walsh  
Print Name

Title \_\_\_\_\_ CFO

**APPROVED AS TO FORM:**

Dawyn R. Harrison  
Acting County Counsel

By \_\_\_\_\_  
Michael Owens  
Deputy County Counsel



## **EXHIBIT A**

### **STATEMENT OF WORK FOR APD CMS**

## Contents

|  |          |
|--|----------|
| <b>1. GENERAL .....</b>  | <b>5</b> |
| 1.1. INTRODUCTION .....  | 5        |
| 1.2. OBJECTIVES .....  | 6        |
| 1.3. PROJECT BACKGROUND .....  | 6        |
| 1.4. PROJECT OVERVIEW AND SCOPE OF WORK.....                                 | 6        |
| 1.5. APPROVAL OF WORK .....  | 7        |
| 1.6. CHANGE MANAGEMENT.....  | 7        |
| <b>2. TASKS AND DELIVERABLES .....</b>                                       | <b>8</b> |
| 2.1. TASK – HOSTING ENVIRONMENT PROVISIONING .....                           | 8        |
| 2.2. TASK – PROJECT MANAGEMENT .....   | 8        |
| 2.2.1. SUBTASKS .....  | 8        |
| 2.2.1.1. PROJECT MANAGEMENT PLAN INPUT.....                                  | 8        |
| 2.2.1.2. PROVIDE PROGRESS REPORTING .....                                    | 8        |
| 2.2.1.3. ADDITIONAL PROJECT MANAGEMENT REQUIREMENTS .....                    | 8        |
| 2.2.1.4. PROJECT INITIATION.....   | 9        |
| 2.3. TASK – SYSTEM DESIGN, DEVELOPMENT AND CUSTOMIZATION .....               | 9        |
| 2.3.1. SUBTASKS .....  | 9        |
| 2.3.1.1. VALIDATE KEY CASE MANAGEMENT WORKSHOP SCRIPTS.....                  | 9        |
| 2.3.1.2. VALIDATE DOCUMENTED FUNCTIONAL REQUIREMENTS.....                    | 10       |
| 2.3.1.3. CONDUCT GAP ANALYSIS OF REQUIREMENTS.....                           | 10       |
| 2.3.1.4. HIGH-LEVEL TECHNICAL SPECIFICATIONS .....                           | 10       |
| 2.3.1.5. PRESENT HIGH-LEVEL SOLUTION DESIGN .....                            | 10       |
| 2.3.1.6. CONDUCT INDEPENDENT DESIGN REVIEW.....                              | 11       |
| 2.3.1.7. CLIENT DESIGN REVIEW .....  | 11       |
| 2.3.1.8. DETAILED DESIGN .....   | 11       |
| 2.3.1.9. DEVELOP APPLICATION SOFTWARE.....                                   | 11       |
| 2.3.2. DELIVERABLE – DETAILED DESIGN DOCUMENT.....                           | 11       |
| 2.3.3. DELIVERABLE – APPLICATION SOFTWARE.....                               | 12       |
| 2.3.4. DELIVERABLE – APPLICATION REPORTS.....                                | 13       |
| 2.4. TASK – SECURITY.....  | 13       |
| 2.4.1. SUBTASKS .....  | 13       |
| 2.4.1.1. PROVIDE SECURITY PLAN.....  | 13       |
| 2.4.1.2. GATHER SECURITY REQUIREMENTS .....                                  | 13       |
| 2.5. TASK – DATA CONVERSION.....   | 13       |
| 2.5.1. PREPARE AND PROVIDE DATA CONVERSION PLAN .....                        | 13       |
| 2.5.1.1. UNDERSTAND SOURCE CONTENT .....                                     | 14       |
| 2.5.1.2. EVALUATE GAP BETWEEN SOURCE DATA AND TARGET SOLUTION.....           | 14       |
| 2.5.1.3. SEGMENTATION AND PRIORITIZATION.....                                | 14       |
| 2.5.1.4. STRATEGY ITERATION MIGRATION ROADMAP .....                          | 14       |
| 2.5.2. DELIVERABLE .....   | 14       |
| 2.5.3. PERFORM AND SUPPORT DATA CONVERSION.....                              | 15       |
| 2.5.3.1. MAP SOURCE TO TARGET .....  | 15       |
| 2.5.3.2. EXTRACT TEST DATA FOR MOCK LOAD .....                               | 15       |
| 2.5.3.3. (MOCK) LOAD REVIEW AND SIGN OFF.....                                | 15       |
| 2.5.3.4. LOAD PRODUCTION DATA .....  | 16       |
| 2.5.3.5. PRODUCTION LOAD REVIEW AND SIGN OFF.....                            | 17       |
| 2.5.3.6. PRICING FOR CERTAIN OPTIONAL WORK RELATING TO DATA CONVERSION ..... | 18       |
| 2.5.3.7. DATA CONVERSION CONFIGURATIONS .....                                | 18       |
| 2.5.3.8. PROVIDE DATA CONVERSION ASSISTANCE.....                             | 18       |
| 2.5.4. DELIVERABLE – CONVERSION ENVIRONMENT.....                             | 18       |
| 2.6. TASK – TESTING.....   | 19       |
| 2.6.1. SUBTASKS .....  | 19       |
| 2.6.1.1. PROVIDE TEST PLAN.....  | 19       |
| 2.6.1.2. NON-PRODUCTION ENVIRONMENTS .....                                   | 19       |

EXHIBIT A – STATEMENT OF WORK

APD CMS

PUBLICIS SAPIENT

|            |  |    |
|------------|--|----|
| 2.6.1.3.   | DEVELOP PROBLEM RESOLUTION MANAGEMENT PLAN.....                                      | 19 |
| 2.6.1.4.   | TESTING EXECUTION.....   | 19 |
| 2.6.1.5.   | PROBLEM TRACKING .....   | 20 |
| 2.6.2.     | DELIVERABLE – INTEGRATION SYSTEM TEST PLAN AND RESULTS.....                          | 20 |
| 2.6.3.     | DELIVERABLE – TECHNICAL SUPPORT FOR USER ACCEPTANCE TESTING .....                    | 20 |
| 2.6.4.     | DELIVERABLE – PERFORMANCE TEST PLAN AND RESULTS .....                                | 21 |
| 2.7.       | TASK – KNOWLEDGE TRANSFER AND TRAINING .....   | 21 |
| 2.7.1.     | SUBTASKS .....   | 21 |
| 2.7.1.1.   | DEVELOP KNOWLEDGE TRANSFER AND TRAINING PLAN .....                                   | 21 |
| 2.7.1.2.   | PROVIDE TRAINING COURSE OUTLINE.....   | 22 |
| 2.7.1.3.   | TRAINING PACKAGE SUBMISSION .....  | 22 |
| 2.7.1.4.   | PROVIDE TRAINING MANUALS.....  | 22 |
| 2.7.1.5.   | PROVIDE TRAINING MATERIALS.....  | 22 |
| 2.7.1.6.   | SPECIFY STAFF REQUIREMENTS .....   | 22 |
| 2.7.1.7.   | SUPPORT STAFF TRAINING .....   | 22 |
| 2.7.1.8.   | TRAINING CONTINUATION .....  | 23 |
| 2.7.2.     | DELIVERABLE – TRAINING PLAN .....  | 23 |
| 2.7.3.     | DELIVERABLE – SYSTEM ADMINISTRATION MANUAL .....                                     | 23 |
| 2.7.3.1.   | UPDATED SUPPORT STAFF TRAINING MATERIALS BASED ON PD TRAINING MATERIALS ....         | 23 |
| 2.7.4.     | DELIVERABLE – USER DOCUMENTATION .....   | 23 |
| 2.7.4.1.   | UPDATED END-USER TRAINING MATERIALS FOR APD BASED ON THE PD TRAINING MATERIALS ..... | 23 |
| 2.7.5.     | DELIVERABLE – TRAINING ENVIRONMENT .....   | 23 |
| 2.7.6.     | DELIVERABLE – SYSTEM ADMINISTRATION TRAINING .....                                   | 24 |
| 2.8.       | TASK 8 – IMPLEMENTATION .....  | 24 |
| 2.8.1.     | SUBTASKS .....   | 24 |
| 2.8.1.1.   | DISASTER RECOVERY .....  | 24 |
| 2.8.1.2.   | PROVIDE INTERFACE MANAGEMENT PLAN .....  | 24 |
| 2.8.1.3.   | PROVIDE REQUIREMENTS MANAGEMENT PLAN .....   | 25 |
| 2.8.1.4.   | PRE-PRODUCTION RELEASE .....   | 25 |
| 2.8.1.5.   | REQUIREMENTS TRACEABILITY .....  | 26 |
| 2.8.1.6.   | INTERFACE VALIDATION .....   | 26 |
| 2.8.1.7.   | RELEASE PREPARATION.....   | 26 |
| 2.8.1.8.   | PRODUCTION RELEASE AND GO-LIVE.....  | 26 |
| 2.8.1.9.   | POST GO-LIVE SUPPORT .....   | 27 |
| 2.9.       | RISK MANAGEMENT .....  | 27 |
| 2.10.      | QUALITY MANAGEMENT .....   | 27 |
| 2.11.      | PRODUCTION SUPPORT AND TRANSITION.....   | 28 |
| 2.11.1.    | SUBTASKS .....   | 28 |
| 2.11.1.1.  | PROVIDE SOFTWARE TRANSITION PLAN .....   | 28 |
| 2.11.1.2.  | SYSTEM UPGRADES .....  | 28 |
| 2.11.1.3.  | SUPPORT STAFF CONTACT .....  | 28 |
| 2.11.1.4.  | PLANNED MAINTENANCE.....   | 28 |
| 2.11.1.5.  | MAINTENANCE ACTIVITY REPORT .....  | 28 |
| 2.11.1.6.  | SYSTEM OPERATION MANUAL .....  | 29 |
| 2.11.1.7.  | SYSTEM SUPPORT .....   | 29 |
| 2.11.1.8.  | SYSTEM ACCEPTANCE EVENT.....   | 29 |
| 2.11.1.9.  | SYSTEM ACCEPTANCE .....  | 29 |
| 2.11.1.10. | SYSTEM ACCEPTANCE DOCUMENT .....   | 29 |
| 2.11.1.11. | M&S PLAN .....   | 30 |
| 2.11.1.12. | PROJECT CLOSE-OUT.....   | 30 |
| 3.         | OUT OF SCOPE .....   | 30 |
| 4.         | PROJECT GOVERNANCE; PROJECT ROLES .....  | 31 |
| 4.1.       | PROJECT GOVERNANCE.....  | 31 |
| 4.2.       | PROJECT ROLES .....  | 31 |

EXHIBIT A – STATEMENT OF WORK

APD CMS

PUBLICIS SAPIENT

|          |                          |    |
|----------|--------------------------|----|
| 4.2.1.1. | CONTRACTOR.....          | 31 |
| 4.2.1.2. | COUNTY.....              | 33 |
| 5.       | SYSTEM MAINTENANCE.....  | 34 |
| 6.       | SCHEDULE.....            | 34 |
| 7.       | OPTIONAL WORK.....       | 35 |
| 8.       | TRANSITION SERVICES..... | 35 |
| 9.       | COSTS.....               | 36 |

## 1. GENERAL

### 1.1. INTRODUCTION

This Statement of Work (“SOW”), dated as of June 14, 2022, by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter “County”) and Sapient Corporation (hereinafter “Contractor”) (hereinafter, collectively also the “parties”) is entered into pursuant to that certain Agreement dated as of June 14, 2022, by and between County and Contractor and describes System Implementation Services and other Work to be provided by Contractor for the Los Angeles County Alternate Public Defender (“APD”). This SOW and any Attachments hereto are subject to the terms and conditions of the Agreement between County and Contractor. Capitalized terms not defined herein will have the meanings ascribed to such terms in the Agreement. Project management documents may refer to Defects as “bugs.” For clarity, when used in Project management documents, the term “bug” or “bugs” shall have the same meaning as “Deficiency,” “Deficiencies” and “Defect(s)” as defined in the Agreement.

Contractor shall perform, complete and deliver all Work, however denoted, as set forth in this Statement of Work. Also defined herein are those Tasks and Subtasks that involve participation of both Contractor and County. Unless expressly specified as an obligation of County, Contractor shall perform all Tasks and Subtasks and provide all Deliverables as defined herein. For purposes of this SOW, tasks, liabilities and obligations that are the responsibility of County shall be deemed tasks, liabilities and obligations of APD and vice versa.

For the purpose of the Agreement, a Deliverable shall be deemed complete upon County’s approval and acceptance thereof in accordance with the provisions of the Agreement. If County rejects a submitted Deliverable, it shall provide feedback regarding the reasons for the rejection in accordance with Section 11.4 of the Agreement.

References in this Exhibit A may also be made to sections of Contractor’s Proposal, which is incorporated by reference into the Agreement.

Unless specified otherwise, Contractor shall be responsible for furnishing all personnel, facilities, equipment, material, supplies and support and management services and shall perform all functions necessary to satisfy the requirements of this SOW, System Requirements and other Specifications set forth in the Agreement. All System Requirements specifically referenced in this SOW, shall apply to Contractor’s Deliverables under this SOW.

This is a fixed fee SOW. County and Contractor have engaged in a collaborative discovery process pursuant to which Contractor has provided estimates based on its expertise and prior work. This SOW sets forth all Work Contractor will perform for the fees set forth herein. In the event that (a) County has additional requirements not reflected in the Specifications, System Requirements set forth in this SOW, or assumptions in this SOW, or (b) County requests Contractor to complete additional work as a direct result of County’s material failure to perform any obligation expressly identified in this SOW and such additional work results in a material additional costs to Contractor, then Contractor may submit a proposed Change Notice to County for County’s consideration. County may obtain such additional Services and Work as part of a mutually agreed Change Notice for the acquisition of such Services and Work as Optional Work in accordance with the requirements of the Agreement. In no event will County be responsible for any fees relating to any additional Services or Work unless a written Change Notice is properly executed by an authorized representative of County as provided in the Agreement. For avoidance of doubt, to effectuate the intent of the parties to leverage the baseline Los Angeles County Public Defender (“PD”) Case

Management System (“CMS”) to develop and implement a Justice Management System for the Alternative Public Defender (the “APD CMS”), Contractor will provide to County under this SOW all Deliverables and Work Product Contractor has provided to PD at no additional charge.

The following Attachments are attached to and are deemed a part of this Statement of Work:

Attachment A.1 – System Requirements

Attachment A.2 – Software Configuration

Attachment A.3 – Information Security Requirements

Attachment A.4 – Compliance with Encryption Requirements

Attachment A.5 – Deliverable Acceptance Document

Attachment A.6 – Solution Methodology

Attachment A.7 – Proposal Forms

## **1.2. OBJECTIVES**

The goal of this Project is to leverage the baseline PD CMS to develop and implement the APD CMS to:

1. Implement a case management system for Juveniles;
2. Implement a case management system for Adults; and
3. Implement interfaces with external systems.

## **1.3. PROJECT BACKGROUND**

The PD has documented its business requirements for the PD CMS and identified Salesforce platform to be used for implementation of the PD CMS. The APD has reviewed and confirmed that there is commonality with PD’s use cases and business requirements. Based on this due diligence, the parties agreed to use the PD CMS as a baseline for the APD CMS and to accommodate certain of APD’s unique work processes in the APD CMS, as further set forth in this SOW.

## **1.4. PROJECT OVERVIEW AND SCOPE OF WORK**

Without limiting the more detailed descriptions set forth in the subsequent Sections of this Statement of Work and otherwise in the Agreement and the Project Management Plan, Contractor’s Work hereunder shall include the following, in each case in full accordance with this Statement of Work:

1. Contractor shall provide all licenses to Licensed Software and perform all Services and other Work to set up, configure, develop, integrate and transfer knowledge to County staff on how to configure the CMS Solution to support and operate within the County to the full benefit of the APD.
2. Contractor shall perform, complete and deliver all Tasks, Subtasks, Deliverables, goods, Services and other Work (collectively referred to as “Work”) as set forth below or in any referenced document herein, in full compliance with this Statement of Work. Such Work shall



include all configurations, conversions, data loads, systems interface configuration, knowledge transfer, tests, training, systems documentation and system cutover services set forth or referenced herein. Also defined in this Statement of Work are those Tasks and Subtasks that involve participation of Contractor and County. Except to the extent expressly specified as an obligation of County, Contractor shall perform all Tasks and Subtasks and provide all Deliverables set forth herein. If any services, functions or responsibilities not specifically described in this SOW are typical subtasks to successfully deliver the Work as described in this SOW, they shall be deemed to be included within the scope of the Work described in this SOW.

3. Contractor shall perform, complete and deliver all Work as set forth in this Statement of Work requiring access to County systems, County networks, County Confidential Information, County data or System Data at a Contractor facility in the United States. At no time shall Contractor or any persons providing Work on behalf of Contractor have access to County systems, County networks, County Confidential Information, County data or System Data from a facility outside of the United States.

### **1.5. Approval of Work**

Upon completion of any particular Work deliverables to be provided by Contractor, Contractor shall submit a Deliverable Acceptance Document to County's Project Director, together with any supporting documentation reasonably requested by County, for written approval by County's Project Director. All Work must be approved by County, as evidenced by County's Project Director's signature on the applicable Deliverable Acceptance Document. County will use reasonable efforts to provide its approval within two (2) to ten (10) Business Days depending on the complexity of the applicable Deliverable, as agreed to by the parties.

### **1.6. Change Management**

If work is requested that is out of scope of Services provided under this SOW, the parties may mutually agree to prepare and execute a Change Notice for the acquisition of such Services as Optional Work. For informational purposes, the parties would generally expect fees for certain types of work to fall within the following price ranges. Actual fees will be as mutually agreed by the parties in a Change Notice and may not correspond to the following information guidelines.

| <b>Size</b> | <b>Typical Hours to Complete Work</b> | <b>Exemplary Services</b>   | <b>Typical Expected Fee Range</b>   |
|-------------|---------------------------------------|---|-------------------------------------|
| Small       | Less than 20 hours                    | Additional workflows and document templates   | Typically would not exceed \$5,000  |
| Medium      | 20 hours to 40 hours                  | Additional workshops, Custom Triggers, Simple APEX Classes, Simple Lightning Components | Typically would not exceed \$10,000 |
| Large       | 60 or more hours                      | Additional integrations, data loads   | Based on complexity of work effort  |

## 2. TASKS AND DELIVERABLES

### 2.1. TASK – HOSTING ENVIRONMENT PROVISIONING

Contractor will set up and provide access to the Production Environment as well as sandbox environments as needed. Contractor will demonstrate that all Licensed Software has been provisioned where applicable.

### 2.2. TASK – PROJECT MANAGEMENT

#### 2.2.1. SUBTASKS

##### 2.2.1.1. PROJECT MANAGEMENT PLAN INPUT

Contractor shall provide input into a Project Management Plan (“**PMP**”). County or County’s representative will maintain responsibility for the Microsoft office project plan. Additionally, a Detailed Work Plan will be available upon completion of the Solution Design. The County will have real-time access to this information via access to ProjectForce, Contractor’s internal project management tool.

##### 2.2.1.2. PROVIDE PROGRESS REPORTING

Contractor shall advise County of progress in meeting goals and schedules contained in the work plans including the PMP. This shall be initiated one (1) week after the Effective Date of the Agreement and applied weekly thereafter and shall consist of the following:

- Progress of each task/activity.
- Updated Project Schedule.
- Action items and decisions from the previous meeting.
- Problems encountered, proposed resolutions and projected completion dates for problem resolution.
- Planned activities for the next two (2) reporting periods.
- Status of contractually defined deliverables, milestones and walk-throughs scheduled in the Project Schedule.
- Other information as reasonably required by County or Contractor.

##### 2.2.1.3. ADDITIONAL PROJECT MANAGEMENT REQUIREMENTS

- Contractor Project Manager shall be assigned full-time to the project through the first full month production operations after Go-Live.
- Contractor Project Manager shall notify County Project Manager within five (5) business days, any delays in completing a Project Deliverable. All reported delays by Contractor Project Manager shall include the impact(s) of the delay and measures to get back on schedule.
- All Monthly Status Reports prepared by the Contractor Project manager shall be submitted to the County within the first five (5) business days at the beginning of each month.

- Contractor Project Manager shall prepare the agenda and the minutes for each of the weekly project management meetings, including updated issue and incident logs, updated detailed work plan, Deliverable delays, Project risks, and decision papers.
- Contractor Project Manager shall assist the County Project Manager to prepare and provide Project status updates, escalate issues and present recommendations to the Executive Steering Committee.
- Prior to commencing work on each Deliverable, Contractor Project Manager shall prepare and review the proposed format and content for the deliverable with the County Project Manager.

#### 2.2.1.4. PROJECT INITIATION

Contractor shall transition from the Sales Team to the Project Team and:

- Prepare for Kickoff
- Conduct Project Kickoff Meeting
- Assemble Team, Setup Users and System Environment
- Collect Project Objectives
- Collect Challenges with Existing Systems
- Identify Project Success Criteria
- Prepare for Workshops

Number of Team Members: Up to 14

### 2.3. TASK – SYSTEM DESIGN, DEVELOPMENT AND CUSTOMIZATION

#### 2.3.1. SUBTASKS

##### 2.3.1.1. VALIDATE KEY CASE MANAGEMENT WORKSHOP SCRIPTS

Contractor shall conduct case management workshops which shall, at a minimum:

- Validate Key Case Management Process
- Validate Key Business Information (Fields & Objects)
- Validate Data Validation Requirements
- Validate Custom Configurations
- Validate Workflow Requirements
- Each workshop will be a maximum of 4 hours.
- APD and Contractor have reviewed the PD solution design and technical design requirements to identify potential gaps between PD and APD requirements in preparation for design workshops. APD gaps that are included within the scope of this Project are identified in Attachment A.1 (System Requirements) to this SOW. 10 additional 2-hour workshops will be conducted during the first 5 build sprints.
-

- County will fulfill the following responsibilities for the Functional Assessment:
  - County shall provide the facilities for conducting the workshops.
  - County shall identify and assign up to 5 participants for each functional area to be reviewed.
  - County shall identify and assess impacts to business operations based on the findings of the case management workshops and fit-gap analysis.
- The first session will be an overview of the PD solution.
- From the first session a brief plan will be created that identifies the proposed subject areas for the subsequent 11 sessions.

Number of Workshops: 12

#### 2.3.1.2. VALIDATE DOCUMENTED FUNCTIONAL REQUIREMENTS

Contractor shall document all business requirements collected during case management workshops described above using ProjectForce. Each requirement will include a description of the business need, acceptance criteria, category, priority and scope/Project phase. The categories will include configuration, workflow, reporting, code, process, training and integration requirements.

Number of Workshops: 12

#### 2.3.1.3. GAP ANALYSIS OF REQUIREMENTS

Attachment A.1 (System Requirements) to this SOW specifies gaps identified during the gap discovery and workshop analysis.

#### 2.3.1.4. HIGH-LEVEL TECHNICAL SPECIFICATIONS

Contractor shall document the technical Specifications of this Project including: security and authentication, data model and database storage, integration with other systems.

Assumptions: The technical specification for PD will be used for the APD specification with modifications to accommodate APD differences.

Integrations: Up to 5 additional fields will be added per integration.

Number of Technical Specifications: 1

#### 2.3.1.5. PRESENT HIGH-LEVEL SOLUTION DESIGN

Contractor shall develop for County a document to describe the overall Solution including the technical architecture, functional architecture, integration architecture, object model and key features.

Number of Design Documents: 1

#### 2.3.1.6. CONDUCT INDEPENDENT DESIGN REVIEW

Contractor shall conduct an independent review of the designed Solution proposed by Contractor's architect team to meet the System Requirements, including the requirements identified during the course of this SOW. This review will assess the viability, usability, performance factors of the Solution versus industry best practices.

#### 2.3.1.7. CLIENT DESIGN REVIEW

Contractor shall review functional and technical design with stakeholders.

Number of Design Reviews (2 per iteration): 14

#### 2.3.1.8. DETAILED DESIGN

Contractor shall update each System Requirement with detailed functional and/or technical Specifications to identify the details of what will be constructed.

Number of Detailed Design Sessions: 14

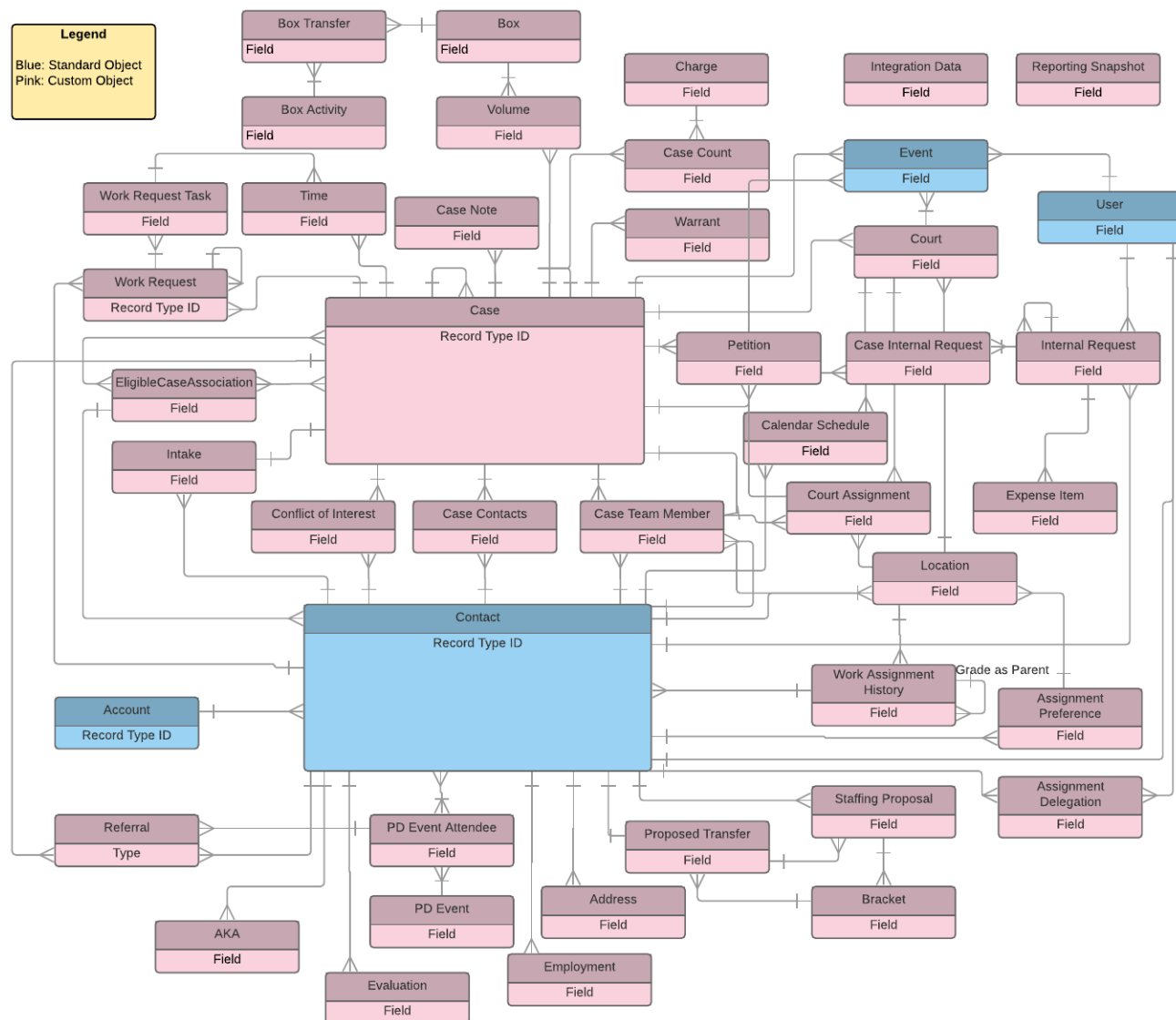
#### 2.3.1.9. DEVELOP APPLICATION SOFTWARE

For each iteration, Contractor shall configure and develop Application Modifications to meet documented System Requirements, complete System testing and turn over the Application Software to County by migrating the approved System Requirements into an Acceptance System Environment.

### 2.3.2. DELIVERABLE – DETAILED DESIGN DOCUMENT

Contractor shall provide a document describing all of the high-level System components and business processes required to implement County's System Requirements including object model, to-be user processes, automation techniques, integrations, data management, third party partners and any other System design considerations. For integrations, this will also include a high level description of the integration model.

The existing technical Specification defined for the PD CMS project will be used as the baseline Specification for this Project, including the following data model and the features as defined in the PD Solution Specification.



### 2.3.3. DELIVERABLE – APPLICATION SOFTWARE

Contractor shall configure and develop Application Modifications to meet documented System Requirements, complete System testing and turn over the Application Software to County by migrating the approved System Requirements into a User Acceptance Test Environment. The Application Software shall be delivered in incremental fashion as per sprint plan.

## **2.3.4. DELIVERABLE – APPLICATION REPORTS**

## **2.4. TASK – SECURITY**

### **2.4.1. SUBTASKS**

#### **2.4.1.1. PROVIDE SECURITY PLAN**

APD's security model will be developed to provide the appropriate organizational permission defaults for each role and criteria-based sharing rules. It is assumed that the Box security will be inherited from Salesforce so users with access to the parent record will inherit permission to the Box folder. If individual exception need to be made, users will be trained to use the Box permissions to grant document file and folder access to additional users. It is assumed that the dynamic sharing customization developed for PD will also be used to support APD sharing requirements. Otherwise, the standard connector between Box and Salesforce will be sufficient to control security. Contractor shall provide a System Security Plan that describes the security approach for the System. In addition, because of the expected interactivity with other entities (e.g., Courts, etc.), a comprehensive plan must explain how the System shall comply and coordinate when necessary with the security constraints of other entities. The System Security Plan shall address, at a minimum, the following areas:

- General information about System Environment, interconnections/information sharing, applicable laws or regulations, information sensitivity, responsible parties, general system description
- Security controls pertaining to reassessment and management, User rules or behavior, Implementation Phase, Operation and Maintenance Phase
- Operational controls pertaining to personnel security, physical and environmental protection, input/output controls, contingency plans,
- Maintenance, integrity, documentation, training, incident response
- Technical controls pertaining to User identification and authentication, logical access controls, audit trails

#### **2.4.1.2. GATHER SECURITY REQUIREMENTS**

- Determine security method
- Determine organization wide settings
- Identify roles and profiles
- Develop sharing rules

Number of Workshops: 2

## **2.5. TASK – DATA CONVERSION**

### **2.5.1. PREPARE AND PROVIDE DATA CONVERSION PLAN**

#### 2.5.1.1. UNDERSTAND SOURCE CONTENT

Contractor will collaborate with relevant County technical and functional stakeholders to understand where data and media resides within legacy architecture, review existing source data model and relevant artifacts, identity prospective data and media necessary for new solution capabilities and volume counts. County is responsible for providing stakeholders that are familiar with relevant capabilities of legacy system(s) and backend data layer architecture(s).

#### 2.5.1.2. EVALUATE GAP BETWEEN SOURCE DATA AND TARGET SOLUTION

Contractor will collaborate with relevant County technical and functional stakeholders to gain point of view on data quality including but not limited to consistency of formatting, adherence to field types, duplicative data, extraneous legacy data. Estimate Salesforce data storage required. County is responsible for data cleansing and/or confirming direction in instances where data is inconsistent with target including but not limited to: field type mismatches, duplicate records, missing unique identifiers, missing foreign keys required for referential integrity, orphaned records, association to termed/retired users, sourcing or defaulting system timestamp fields if not available, volumes exceeding licensed Salesforce data storage constraints and purchasing additional data storage and/or salesforce sandboxes if required.

#### 2.5.1.3. SEGMENTATION AND PRIORITIZATION

Contractor will collaborate with relevant County Project leadership to highlight key findings and considerations necessary to assess migration options. County is responsible for confirmation of data required for migration, strategy to segment (if necessary) and approach for Contractor to securely access source data for test and production loads. Contractor can offer secure 3rd party servers (hosted via Amazon's EC2 fedramp certified cloud) with commercially available/support database technologies (mySQL, Oracle, PostgreSQL, Microsoft SQLServer, Microsoft Access, Microsoft Excel) to support the migration. County is responsible for approving target environment management (including salesforce sandboxes) plan that will support test and production loads necessary for quality assurance and production cutover. Access to the source data must be provided by County either by securely transferring copy of source database(s) to secure 3rd party amazon EC2 server or by installing a on premise middleware agent with direct read-only access to source data. If strategy involves authoring database "views" to rationalize or segment source data tables to fit target Salesforce solution object(s) the County is responsible for providing a technical resource to collaborate with Contractor team to confirm open items and validate final SQL.

#### 2.5.1.4. STRATEGY ITERATION MIGRATION ROADMAP

Contractor review key findings and considerations necessary to assess migration options with County Project leadership.

### 2.5.2. DELIVERABLE



Data Conversion Plan and Migration Roadmap; Review Meeting. A Word document artifact detailing tables, volumes, time frames, environments, key decisions, data access strategy, quality assurance strategy, key constraints/challenges and mitigation next steps. Meeting between County and Contractor leadership to review key findings and considerations necessary to assess migration options. Contractor will incorporate County feedback from meeting into Data Conversion Plan and Migration Roadmap to create final Data Conversion Plan and Migration Roadmap.

## **2.5.3. PERFORM AND SUPPORT DATA CONVERSION**

### **2.5.3.1. MAP SOURCE TO TARGET**

Contractor will work in collaboration with the County to create a data mapping document that will map data from the source system to the target system including required data transformations. A data map is required to ensure that data is correctly inserted and updated in the system according to the business rules and data definitions (requires input from the functional stakeholders), and the technical mapping from the source system (requires technical stakeholders).

**Deliverable:** Source to target mappings available via cloud based administration console of chosen middleware and/or Excel spreadsheets.

### **2.5.3.2. EXTRACT TEST DATA FOR MOCK LOAD**

Contractor will collaborate with relevant County system administrators to access source data required to execute mock load. County is responsible for working with Contractor to securely gain access to the data in a manner that remote resources can execute loads based on source to target mappings.

**Deliverable:** Data Conversion - Contractor will execute three (3) extractions, transformations and loads (ETLs) of data based on the Data Conversion Plan and Migration Roadmap that includes at least 1% of the source data to a sandbox environment, 5% to a sandbox environment, and 100% to production. The production environment can be refreshed to a full sandbox for use during UAT and performance testing.

### **2.5.3.3. (MOCK) LOAD REVIEW AND SIGN OFF**

After each successful execution of a mock load, County will have the opportunity to review data in target environment and incorporate updates to source and target mapping of the next execution.

**Deliverable:** Update to Source to Target Mappings available via cloud based administration console of chosen middleware and/or excel spreadsheets.

#### 2.5.3.4. LOAD PRODUCTION DATA

Contractor will execute one (1) ETL of data to target production environment.

**Deliverable:** Data successfully migrated to applicable production org/environment. Contractor is responsible for data completeness and to ensure that all expected data is loaded to Target solution from expected Source databases identified in task 2.5.1, including Segmentation and Prioritization. Any fallout data that cannot be migrated into the target system or proves to be unusable will be provided to client for archiving / future use.

Contractor is responsible to ensure that all data is transformed correctly according to business rules and/or design specifications (e.g. required fields, validation rules) in new system. Client is responsible for timely decisions on issues/question involving expected data enrichment to meet specifications. (e.g. default value for required elements missing in source system or ensures incorrect data are rejected).

Contractor is responsible for type related fixed mapping (e.g. CA >> California) transformation required by target system.

Assumptions: Contractor not responsible for software issues directly resulting from data that doesn't meet business rules required by the customer across the whole dataset. Software issues could result from the following which may require the customer to review and cleanse to resolve:

- Incorrect data— For example, a month must be in the range of 1–12. Correctness of data values may be programmatically enforced in the new system with validation rules OR by using lookup tables.
- Inaccurate data—A data value can be correct without being accurate. For example, the state code "CA" and the city name "Boston" are both correct, but when used together (such as Boston, CA), the state code is wrong because the city of Boston is in the state of Massachusetts, and the accurate state code for Massachusetts is "MA."
- Business rule violations— For example, an arraignment date should always precede an trial date.
- Inconsistent data—For example, a customer name on the order database might be "Mary Karlinsky," the same name on the customer database might be "Maria Louise Karlinsky," and on a downstream customer-relationship, decision-support system the same name might be spelled "Mary L. Karlynski."
- Incomplete data—For example, data elements that have missing values (such as Last Name) required in the new solution

Additional Assumptions: Unless otherwise provided in this SOW or mutually agreed by the parties:

- Contractor is not expected to deduplicate client data
- Contractor is not expected to migrate CASE360 audit records into Salesforce CMS
- Contractor is not responsible for cleansing issues related to Repurposed fields (i.e. including non-address information in an address field)
- Contractor is not responsible for transformation on end user adaptations (i.e. strings such as “#NOTE#”, “Do not ship”, etc.)
- Contractor is not expected to correct inaccuracies in source data (e.g. misspellings, errata, missing elements)

#### 2.5.3.5. PRODUCTION LOAD REVIEW AND SIGN OFF

After successful production load County will have the opportunity to review data and expected data volumes in target environment.

Assumptions: The total number of tables, Salesforce standard objects and Salesforce big objects to be migrated, the source systems from which they will be migrated, and the total initial data storage capacity in GB is as follows:

| Data will be migrated from the following: | Number of Tables | Salesforce Standard Records |
|---|------------------|-----------------------------|
| APDCMS                                    | 50               | 12,000,000                  |
| APD CASE360                               | 40               | 7,185,000                   |
| APD Workflow Management System            | 34               | 2,270,000                   |
| APD Mental Health Referral                | 1                | 2000                        |
| APD Immigration Detainers                 | 2                | 11000                       |
| Experts                                   | 5                | 29000                       |
| Proposition 47 Judicial Relief            | 2                | 17000                       |
| Police Misconduct                         | 5                | 158000                      |

|                                  |            |                             |
|----------------------------------|------------|-----------------------------|
| <b>Total:</b>                    | 139        | 21,672,000                  |
|                                  |            | <b>x 1.20% for new data</b> |
| Salesforce Data Storage Required | 21,672,000 | 26,006,400                  |

#### 2.5.3.6. PRICING FOR CERTAIN OPTIONAL WORK RELATING TO DATA CONVERSION

Following Go-Live, County may request additional Services relating to data migration as part of Optional Work. If such Services are requested, the parties may mutually agree to prepare and execute a Change Notice for the acquisition of such Services as Optional Work. The pricing for such Services will be as provided in Table 9 of Attachment B.8 (Pricing Schedule) or as otherwise mutually agreed by the parties in a Change Notice.

#### 2.5.3.7. DATA CONVERSION CONFIGURATIONS

Contractor shall configure any required data conversion tools, software and hardware.

#### 2.5.3.8. PROVIDE DATA CONVERSION ASSISTANCE

Contractor will be responsible for converting all data required from the legacy systems to the System. While Contractor will provide the tools and methodology for converting the legacy data, County will provide resources to assist Contractor in understanding the legacy data, assistance in data extracts and data loads and assisting Contractor in resolving problems related to the data conversion efforts.

- Develop Conversion Designs – Details the data to be converted, its source system, conversion maps and transformation algorithms, conversion toolsets that are utilized, as well as cleansing and preparation that is required for conversion.
- Develop and unit testing conversion routines – Includes the development and unit testing of data conversion routines.
- Perform a mock conversion – Contractor shall plan and conduct at least one mock conversion to verify the conversion steps and the quality of the converted data. Upon successful completion, the Contractor shall incorporate the conversion task plan into the overall Production Cutover Plan.

#### 2.5.4. DELIVERABLE – CONVERSION ENVIRONMENT

A Conversion Environment with installed APD CMS, software components and any third- party software (toolsets) required to support data conversion, remediation and testing.

## 2.6. TASK – TESTING

### 2.6.1. SUBTASKS

#### 2.6.1.1. PROVIDE TEST PLAN

Contractor shall provide a comprehensive Test Plan which shall comply with the APD's testing practices. The Test Plan will be based on what is developed for PD and shall include the procedures for documenting the completion of each test phase, test scripts, test conditions, test cases and test reports. Detailed Test Plans shall be created for each of the following:

- Unit Testing
- Functional Testing
- Integration Testing
- System Testing
- Security Testing
- Regression Testing
- Performance Testing
- Acceptance/Usability Testing

#### 2.6.1.2. NON-PRODUCTION ENVIRONMENTS

Contractor shall set up and utilize Testing and Development System Environments separate from the Production Environment. Testing or development shall not be performed in the Production Environment.

#### 2.6.1.3. DEVELOP PROBLEM RESOLUTION MANAGEMENT PLAN

The PD Problem Resolution plan will be used for APD; no modifications to the existing PD plan will be required.

#### 2.6.1.4. TESTING EXECUTION

Contractor shall execute test cases as part of each of the test cycles set forth in Section 2.6.1.1 of this SOW and submit test results to the County to get an approval for any Production Environment deployment. County will perform Acceptance/Usability Testing but Contractor shall facilitate the environment readiness, test plan and coordinate with County Users.

Assumptions:

- Contractor shall be responsible for conducting all regression testing of software enhancements incorporated into the baseline APD-CMS solution as part of the Integrated System Test.
- County shall be responsible for developing and executing the Acceptance Test Plan and Scripts, populating data for acceptance testing, as well as tracking and reporting test incidents for Contractor to resolve. Contractor shall provide technical support to County staff to operate the APD-CMS solution (e.g. running offline jobs and generating reports) during acceptance testing.

#### 2.6.1.5. PROBLEM TRACKING

- Contractor shall use a single Problem Resolution Tracking tool that Contractor and County shall use collaboratively for the tracking of System Defects. The Problem Resolution Tracking tool must, at a minimum, include:
- The name of the issue
- A description of the issue
- Impact statement of the issue
- Steps to recreate the issue

All Defects in the Solution identified during any testing phase or in production shall be recorded, prioritized, tracked and resolved in a timely manner. Each Defect shall be assigned a “Defect Level” based on the following definitions:

- **Critical** – Results in a complete System outage and/or is detrimental to the majority of the development and/or testing efforts. There is no workaround.
- **Serious** – System functionality is degraded with severe adverse impact to the user, and there is not an effective workaround.
- **Moderate** – System functionality is degraded with a moderate adverse impact to the user, but there is an effective workaround.
- **Minor** – No immediate adverse impact to the user.

Contractor shall allow County full access during the term of the SOW to the Problem Resolution Tracking tool.

The processes and management of the Problem Resolution Tracking tool shall be addressed as part of the Contractor’s Quality Management Plan.

Contractor shall comply with the “Defect Level” approach as described above, including the requirement that County’s Project Manager shall designate the Severity Level for all Defects.

#### 2.6.2. DELIVERABLE – INTEGRATION SYSTEM TEST PLAN AND RESULTS

Integrated System Test Plan comprised of the following:

1. Overview
  - a. Integrated System Test Approach
  - b. Organization of test scripts
  - c. Summary of test results
2. Integrated System Test Scripts by Use Case with corresponding results
3. Incident log describing reported Software incidents, date resolved, and nature of resolution.

#### 2.6.3. DELIVERABLE – TECHNICAL SUPPORT FOR USER ACCEPTANCE TESTING

Comprised of the following technical support services:

1. Provide knowledge transfer and support to enable County staff to perform UAT; and
2. Track, analyze and resolve reported Software incidents.

#### **2.6.4. DELIVERABLE – PERFORMANCE TEST PLAN AND RESULTS**

### **2.7. TASK – KNOWLEDGE TRANSFER AND TRAINING**

#### **2.7.1. SUBTASKS**

##### **2.7.1.1. DEVELOP KNOWLEDGE TRANSFER AND TRAINING PLAN**

Contractor shall develop (in cooperation with County) a Knowledge Transfer and Training Plan to describe the approach for bringing managers, end users and technical personnel to a familiar level of understanding with how the new System will work and how it differs from the system being replaced. The plan shall address and ensure the following:

- Training will be provided as early as possible in the Project to allow the training goals to be implemented throughout the Project life cycle. Contractor shall provide the resources necessary to complete the train-the-trainer training effort along with the tools and documentation that will be necessary to support the Project effort.
- Contractor will utilize the existing PD training course and materials and make modifications as required for APD.
- Contractor will provide train-the-trainer training in 10 sessions. The County will provide access to training resources who will attend and then train-back the training information and our change management team will provide feedback on the alignment between the solution and the training conducted by the County Trainers.
- County Trainers will review all of the recorded PD training sessions to familiarize themselves with the case management system and functionality. The train-the-trainer sessions will be to train-the-trainers on the changes and additional functionality provided to APD.
- Contractor will provide knowledge transfer to enable County personnel to operate, maintain, configure and modify the new System, including operation of the testing tools, supporting infrastructure and security.
- Contractor will provide a report about the progress of training activities.
- Contractor shall provide training to County for performing change configuration and release management.
- Contractor shall provide training to County for performing application maintenance, development and testing immediately after Acceptance of the System without Contractor's intervention.

Assumptions: The following are training and documentation related assumptions:

- Contractor shall incorporate the County's documented new/revised policies and procedures into the User Documentation and Training Materials.

- County shall provide the facilities and copies of training materials for technical and user training.
- County designated person(s) assigned to Salesforce administrative responsibilities for the APD system will need to complete the Admin Beginner and Admin Advanced Badge trailheads prior to project initiation so they can be familiar with the capabilities of the platform and understand the design decisions that were made and how to maintain the system based on those design decisions.
- [https://trailhead.salesforce.com/content/learn/trails/force\\_com\\_admin\\_beginner](https://trailhead.salesforce.com/content/learn/trails/force_com_admin_beginner)
- [https://trailhead.salesforce.com/content/learn/trails/force\\_com\\_admin\\_advanced](https://trailhead.salesforce.com/content/learn/trails/force_com_admin_advanced)

#### 2.7.1.2. PROVIDE TRAINING COURSE OUTLINE

Contractor shall provide to County a training course outline for review and acceptance at least thirty (30) calendar days prior to the scheduled training.

#### 2.7.1.3. TRAINING PACKAGE SUBMISSION

Contractor shall submit all training packages to County for review and acceptance at least ten (10) calendar days prior to the scheduled training.

#### 2.7.1.4. PROVIDE TRAINING MANUALS

Contractor shall provide training manuals for all classroom training conducted.

#### 2.7.1.5. PROVIDE TRAINING MATERIALS

Contractor shall provide all training materials developed for the System to County. Those materials shall be considered Work Product (except to the extent such materials are based on County Confidential Information or County Materials) subject to the terms of the Agreement; provided, however, that County may modify and duplicate the training materials as reasonably required.

#### 2.7.1.6. SPECIFY STAFF REQUIREMENTS

Contractor shall identify the number of staff necessary for Maintenance and Support of the Solution as well as the skill sets necessary.

#### 2.7.1.7. SUPPORT STAFF TRAINING

Contractor shall develop and provide training for County's System Technical Support Staff to include, at a minimum, the following types of staff (number to be identified by Mutual agreement of the parties):

- County technical staff that will be supporting the System.
- County Help Desk staff that will assist internal end users with technical support for the System.



The training shall include, at a minimum, the following topics:

- System Interfaces.
- Database design and maintenance. A data dictionary must be provided.
- System procedures.
- Report generation.
- System administration and maintenance.
- The setup, configuration and administration of all computing environments developed and/or implemented by Contractor.
- Best practices for facilitating resolution of issues with Software Vendor support organizations, including, for each Software Vendor, applicable support pathways and protocols and lessons learned to expedite the successful and timely resolution of issues. Upon County request, Contractor shall provide opportunities for County technical staff to “shadow” Contractor support personnel as they communicate with Software Vendors during the provision of Contractor Managed Services to resolve issues.

#### 2.7.1.8. TRAINING CONTINUATION

For the duration of the Agreement, Contractor shall continue to provide training and support as necessary to County’s technical staff if upgrades have been installed and/or there is a change in functionality to the System. Such training and support shall be provided at to County as part of the applicable Maintenance Fees during the first year post-Final Acceptance, as well as during any extensions of the Application Management Services thereafter.

#### 2.7.2. DELIVERABLE – TRAINING PLAN

Contractor will deliver a Training Plan consisting of:

- Training Schedule;
- Training Outline; and
- Updated Training Materials for APD Based on the PD Training Materials

Contractor will provide 10 Train-the-Trainer Sessions

#### 2.7.3. DELIVERABLE – SYSTEM ADMINISTRATION MANUAL

- 2.7.3.1. Updated support staff training materials based on PD Training Materials

#### 2.7.4. DELIVERABLE – USER DOCUMENTATION

- 2.7.4.1. Updated End-User Training Materials for APD Based on the PD Training Materials

#### 2.7.5. DELIVERABLE – TRAINING ENVIRONMENT

- 2.7.5.1. Contractor will setup a training environment that includes Salesforce Environment and Box Environment for training. Integrations and full copy dataset are excluded from the setup of the training environment.

## **2.7.6. DELIVERABLE – SYSTEM ADMINISTRATION TRAINING**

- 2.7.6.1. Contractor will conduct 2 administrative training sessions for administrators based on the PD administrative training materials which will be modified to reflect APD changes.

## **2.8. TASK 8 – IMPLEMENTATION**

### **2.8.1. SUBTASKS**

#### **2.8.1.1. DISASTER RECOVERY**

Contractor shall provide Disaster Recovery Services relative to the physical environment and planning for Disaster Recovery from operational failures for all Application Software components other than those hosted by County. However, Contractor's knowledge of the System will be helpful in County's business continuity and Disaster Recovery planning. Contractor, therefore, shall provide guidance that addresses the following:

- Areas of the System most susceptible to failure or disaster that would result in Downtime;
- Recommendations for recovery processes or steps to take in the event of a Downtime event; and
- Recommendations for County on how to comprehensively and effectively mitigate the risk of a Downtime event.

The County is responsible for managing and Disaster Recovery testing of all hardware and software installed on-premise at County.

#### **2.8.1.2. PROVIDE INTERFACE MANAGEMENT PLAN**

Contractor shall use the PD interface management plan and a baseline for the APD's comprehensive Interface Management Plan. Contractor will update the PD Interface Management Plan as needed to accommodate APD interface requirements for the Project. The Interface Management Plan will be used by County to document the plan for integrating the new System with all existing internal and external applications. The Interface Management Plan shall, at a minimum, address the following areas:

- The approach to developing and managing internal and external interfaces.
- Technical tools that will be used for data transformation, transport and error recovery.
- Tasks, deliverables and resources necessary to complete interface development and implementation.
- Description of how the System (development and test) will work with the external interfaces.
- References to applicable sections in the relevant design documents that describe how the System will be synchronized with the specific internal and external interfaces.

- References to applicable sections in the detailed design that describe the mappings between existing internal and external application data to System Data.
- Descriptions of the process for managing changes to the interfaces, both in the production and non-production environments
- Interface(s) needed for maintaining data synchronization between an interim production solution and the final production implementation.

#### 2.8.1.3. PROVIDE REQUIREMENTS MANAGEMENT PLAN

Contractor shall use the PD requirements management plan as PD as a baseline for the APD's comprehensive Requirements Management Plan. Contractor will update the PD Requirements Management Plan as needed to accommodate APD-specific System Requirements. The Requirements Management Plan will be used by the Project teams to assure that System Requirements are met. The Requirements Management Plan shall, at a minimum, address the following areas:

- Establishment of a baseline for existing System Requirements.
- Management of versions of System Requirements.
- Establish and maintain the County's System Requirements traceability matrix that will be used for System Requirements management and will map where in the software a given System Requirement is implemented.
- A System Requirements change control process.
- A methodology for managing System Requirements in an iterative development lifecycle.
- A description of the relationship between the System Requirements management role and the other roles (e.g. test management, quality assurance management) on the project.
- Publishing of standard reports related to System Requirements management.

#### 2.8.1.4. PRE-PRODUCTION RELEASE

When functionality is ready to be delivered to County for UAT, it shall be delivered in the form of a Pre-Production Release. Since County will perform UAT and approve all releases into production, a pre-production release is equivalent to a Production Release and requires from Contractor the same rigor as associated with a Production Release. Following successful completion of UAT and County approval, County will schedule a release to be moved to the Production Environment. Each Pre-Production Release shall at a minimum include the following:

- Release-specific Hardware and Software Solution components.
- Release description including architecture and design updates, new functionality introduced, defects fixed, modifications to Interfaces with other systems, other changes to existing code and any Software and hardware configuration changes.

- Release contents including a description of the release structure and contents and instructions for assembling and/or configuring the components of the release.
- Test Plan and test execution results.
- Detailed hardware and Software configuration information including any Software and hardware dependencies and instructions at a level of detail that will enable System administration staff to rebuild and configure the hardware environment without outside assistance.
- Detailed configuration information for any third party hardware and Software. Contractor shall provide updated documentation when System upgrades to Software or any Contractor supplied equipment occurs during the term of the Agreement.

#### 2.8.1.5. REQUIREMENTS TRACEABILITY

Contractor shall deliver to County a Requirements Traceability Matrix for all delivered functionality, showing all testing activities tracing to delivered functionality and all delivered functionality tracing to APD System Requirements in the System Requirements repository.

#### 2.8.1.6. INTERFACE VALIDATION

Contractor shall validate that each Interface to an external system is working correctly. Contractor shall repair all Interface-related problems caused by Contractor developed or provided Interfaces.

#### 2.8.1.7. RELEASE PREPARATION

Contractor shall assist County with testing and release preparation in the pre-Production Environment.

#### 2.8.1.8. PRODUCTION RELEASE AND GO-LIVE

Upon successful completion of the pre-production testing, Contractor shall, in coordination with County, create a Production Release Plan that shall consist of an updated pre-production release notification to assist County in successfully releasing and maintaining the System in the Production Environment. Such plan shall include, but not be limited to, the following components:

- Updated Configuration Information required satisfying County's production configuration management requirements.
- Updated System Architecture.
- Updated Detailed Design, including detailed system, technical and user documentation.
- An updated Data Conversion Release document.
- Deployment schedule.

Contractor shall release the applicable iteration System components into Production Environment in accordance with the agreed upon Production Release

Plan. System “Go-Live” shall be achieved upon first Production Use of the System. This SOW is based on a single Release / “Go-Live” where all users will start using the application at the same time.

▪ **Production Cutover and Operations**

- Contractor shall incorporate all approved application running recommendations as part of establishing the Production Environment for cutover.
- Contractor shall review and direct the set-up of the County’s daily, weekly, monthly and annual production offline schedules.
- Contractor shall assign an on-site team to provide post-implementation support Services. The size of the Contractor on-site team and the duration of the post-implementation support Services will be as mutually agreed by the parties.

#### 2.8.1.9. POST GO-LIVE SUPPORT

After Go-Live, Contractor will provide Maintenance Services consisting of Maintenance Services and Support Services for the entire Application Software, including all Licensed Software and Application Modifications, as provided in Exhibit E.1 through Final Acceptance and for one (1) year following Final Acceptance. On-Premise hardware and software will be supported by County Resources. Support will be provided according to the terms and conditions of the Agreement. .

## 2.9. RISK MANAGEMENT

Contractor shall use the PD Risk Management Plan as a baseline to describe the approach it will use to ensure that risks/issues are reported, tracked and resolved, which shall, at a minimum, the practices and procedures that will be followed for reporting, tracking and resolving problems or issues identified in Software development, System transition and System maintenance.

## 2.10. QUALITY MANAGEMENT

Contractor shall use the PD Quality Management Plan as a baseline to describe the approach it will use to ensure the quality of the Work. The Quality Management Plan will address, at a minimum, to the following items:

- County’s management of the System Requirements. This includes the identification of inconsistencies between the System Requirements and the Project’s plans and Work Product.
- County’s requirements traceability matrix that will be used for System Requirements management and will map where in the Software a given System Requirement is realized or implemented.
- County’s configuration management activities that include, at a minimum baseline control and monitoring the software library. Approved changes to baseline software and/or documentation shall be made properly and consistently in all products, and no unauthorized changes are to be made.
- The quality of Work Product developed and delivered by any of Contractor’s subcontractors/partners, if applicable.

## **2.11. PRODUCTION SUPPORT AND TRANSITION**

### **2.11.1. SUBTASKS**

#### **2.11.1.1. PROVIDE SOFTWARE TRANSITION PLAN**

Contractor shall provide a comprehensive Production Support and Transition Plan (Software Transition Plan) Section 5.3.3 – System Architectural Design, which will describe how Contractor intends to support the System and transition that support over to the responsible County entities.

#### **2.11.1.2. SYSTEM UPGRADES**

Contractor shall, at no additional cost to County, provide, at a minimum, routine System upgrades and fixes to the Application Software, including Application Modifications, and upgrades and fixes to Licensed Software together with any field/technical services bulletins periodically as they become available, within 24 hours from their availability to Contractor by licensors, subcontractors, manufacturers and other third parties.

#### **2.11.1.3. SUPPORT STAFF CONTACT**

During the Maintenance Period, Contractor shall provide County with a list of personnel, contact information and their area of expertise for persons who shall be performing System production support and will provide an updated list promptly following any personnel changes that may occur.

#### **2.11.1.4. PLANNED MAINTENANCE**

With concurrence from County, the routine planned maintenance activities shall be scheduled with minimal disruption of the 18-hour operational window. Contractor shall provide to County for approval a copy of the schedule at least 30 days in advance of the scheduled maintenance date.

#### **2.11.1.5. MAINTENANCE ACTIVITY REPORT**

Upon completion of any Maintenance Services call, Contractor shall furnish a maintenance activity report to County within 24 hours, which shall include, at minimum, the following:

- Date and time notified.
- Date and time of arrival.
- If hardware, type and serial number(s) of machine(s).
- If Software, the module or component name of the affected Software code.
- Time spent for repair.
- List of parts replaced and/or actions taken.
- Description of malfunction or Defect.

Salesforce provides notification of system upgrades 1-2 months in advance. Contractor is responsible for application of patches into Core Software and Partner Software and Core Software and Partner Software environments as specified in the Agreement. The County is responsible for maintaining the County-owned infrastructure and will maintain responsibility for providing patches and notifications relating to such infrastructure according to the county's maintenance requirements.

County is responsible maintaining any on-premise hosted software and hardware.

#### 2.11.1.6. SYSTEM OPERATION MANUAL

Contractor shall produce a System Operation Manual, which shall include System administration procedures.

#### 2.11.1.7. SYSTEM SUPPORT

Contractor will work with County's technical and program staff to fix problems, optimize the System and implement changes to the System. This will include making changes, testing changes and providing documentation for changes and test results.

#### 2.11.1.8. SYSTEM ACCEPTANCE EVENT

There shall be one System Acceptance event for the System which shall be "Final Acceptance" under the Agreement. This System Acceptance event will mark the end of successful Production and Support and the beginning of Maintenance and Support under the Agreement.

#### 2.11.1.9. SYSTEM ACCEPTANCE

System Acceptance shall be achieved when all Deficiencies discovered during 100 days following Go-Live are resolved as provided in Paragraph 11.3 (Final Acceptance) of the Base Agreement.

#### 2.11.1.10. SYSTEM ACCEPTANCE DOCUMENT

Once all System Acceptance criteria have been met, the Final Acceptance Test has been completed and Final Acceptance has been achieved as provided in Paragraph 11.3 (Final Acceptance) of the Base Agreement, Contractor shall provide to County for approval, a System Acceptance document that shall include a final Requirements Traceability Matrix identifying all System Requirements allocated to current, In-Production System components. Sign-off of this document following Final Acceptance will document the beginning of Maintenance and Operations for provision of System Maintenance.

#### 2.11.1.11. M&S PLAN

Upon System Acceptance, the System will enter the M&S phase of the Agreement. The PD M&S plan will be used as the baseline for the APD M&S plan with a minimum of modifications.

Contractor shall provide a plan for M&S (“M&S Plan”), which shall address the following areas:

- Support model
- Triage procedures
- Tools
- Identification of roles and responsibilities of support personnel
- Release management
- Upgrades
- Maintenance
- On-going Operations
- Deliverables
- System security
- Defect/Issue management

#### 2.11.1.12. PROJECT CLOSE-OUT

Upon Final Acceptance, Contractor shall close-out the System Implementation phase of the Project by conducting the following activities:

- Finalizing Project Library – The Contractor team will work closely with County’s Project Manager during this task to ensure that key Project documents are organized, available and easy to identify.
- Completing Final Project Status Report – As a concluding step, the Contractor team will develop a final project status report. The Contractor Team also will document in the final Status Report key risks, mitigations and contingencies for the upcoming System Maintenance phases.

### 3. OUT OF SCOPE

These items are considered out of scope:

**County and Employee Community Portal**

**Electronic Content Import: Redaction of Shared Documents**

- Requirement LACPD095F:

**Digital Content Management: Extract portions of a document**

- Requirement LACPD152F:

**Non-RTM Response: External Judicial Users**

**Non-RTM Response: Investigation Tracking**

**Non-RTM Response: DMV Integration**

**Non-RTM Requirement: ETRS Integration**

**Non-RTM Response: Juvenile Block Grants**

**Non-RTM Response: Block Grant Expense Tracking**



**Non-RTM Response: Juvenile Disabled Tracking**  
**Non-RTM Response: MAPAS Integration**  
**Non-RTM Response: Continuing Legal Education Tracking**  
**Non-RTM Response: Continuing Legal Education Trainer Tracking**  
**Integration with Evidence.com**  
**Document Population Training**  
**Non-RTM Response: Employees**  
**Phased Rollout**  
**Organizational Change Management**  
**Code Scanning**  
**Stress/Load Testing**

#### 4. PROJECT GOVERNANCE; PROJECT ROLES

##### 4.1. PROJECT GOVERNANCE

**Steering Committee:** County and Contractor will establish a Steering Committee comprised of key members from both organizations in order to monitor Project risks relating to this SOW, discuss relationship health, and identify any issues in need of dispute resolution. The committee will meet on a monthly basis or as otherwise mutually agreed by the parties. Contractor will involve the Governance Lead, Engagement Manager, and the Contractor Project Manager. County will involve the Executive Sponsor, County Project Manager and other relevant stakeholders as determined by County.

**Status Reporting** - The Contractor Project Manager will provide a weekly status report in writing to the County Project Manager and Product Owner. The weekly report will include the information required by Paragraph 3.5 of the Base Agreement, the percentage of completion for each User story, the pass rate for User Story Tests, key Project delivery milestone status, estimated completion date for each milestone, as well as other information relevant for the delivery of the Project as may be agreed upon between the parties. This report will track action items and escalations between the Contractor Project Manager and County Project Manager. A weekly Project status call will be setup between the Contractor Project Manager and County Project Manager to review the content of the weekly status report.

**Tools** - Contractor and APD Project teams will use ProjectForce, Contractor's customized version of Salesforce.com, for sprint planning, user stories, and Defect tracking. The parties will mutually agree to tools for document management, source control, collaboration and other support functions during the course of the Project.

##### 4.2. PROJECT ROLES

###### 4.2.1.1. CONTRACTOR

The following Contractor resources are required to implement this Project:

| Resource | Responsibilities |
|----------|------------------|
|----------|------------------|

|                       |   |
|-----------------------|---|
| Technical Architect   | <p>Team Lead for the salesforce.com integration and customization.</p> <p>Provide timeline and resource management for the integration implementation.</p> <p>Author the technical design specification.</p> <p>Manage overall development, validation, and deployment plans.</p> <p>Review code to ensure it conforms to salesforce.com best practices.</p> <p>Provide best practices guidance to County technical team.</p>                             |
| Salesforce Consultant | <p>Document requirements in the form of user stories.</p> <p>Advise and guide County toward best practices in application configuration considerations such as security model, mobile deployment strategies, workflow, data validation and analytics.</p> <p>Author solution design and configuration specification deliverables.</p> <p>Configure Application.</p> <p>Conduct the Train The Trainer sessions in conjunction with County.</p>             |
| Salesforce Consultant | <p>Understand existing processes and build To-Be Process Flows.</p> <p>Advise and guide County toward best practices in application configuration considerations such as security model, mobile deployment strategies, workflow, data validation and analytics.</p> <p>Author solution design and configuration specification deliverables.</p> <p>Configure Application.</p> <p>Conduct the Train The Trainer sessions in conjunction with County.</p>   |
| Salesforce Developer  | <p>Contribute to key deployment documentation.</p> <p>Develop custom code.</p> <p>Assist County with legacy data extraction, cleaning, and scrubbing.</p> <p>Assist County with data mapping from legacy to Salesforce.com systems.</p> <p>Import data, sampling and validation.</p> <p>Unit testing and error handling.</p>  |
| Salesforce Developer  | <p>Contribute to key deployment documentation.</p> <p>Develop custom code.</p> <p>Assist County with legacy data extraction, cleaning, and scrubbing.</p> <p>Assist County with data mapping from legacy to Salesforce.com systems.</p> <p>Import data, sampling and validation.</p> <p>Unit testing and error handling.</p>  |
| Program Manager       | <p>Coordinate multiple work efforts, ensuring County's business objectives across all projects are met.</p> <p>Coordinate project resources to ensure quality, completeness, timeliness of all tasks.</p> <p>Conduct and document project status meetings and reviews.</p> <p>Evaluate County priorities and execute change control process to ensure the County's needs are met.</p> <p>Manage budget, schedule, and deliverables on a weekly basis.</p> |
| Project Manager       | <p>Coordinate multiple work efforts, ensuring County's business objectives across all projects are met.</p> <p>Manage project resources to ensure quality, completeness, timeliness of all tasks.</p> <p>Conduct and document project status meetings and reviews.</p> <p>Evaluate County priorities and execute change control process to ensure the County's needs are met.</p> <p>Manage budget, schedule, and deliverables on a weekly basis.</p>     |

|                    |  |
|--------------------|--|
| Solution Architect | <p>Work with business owners to craft a solution that optimizes salesforce.com for the client's business environment.</p> <p>Lead visioning conversations during requirements workshop.</p> <p>Evaluate requirements and review and approve solution design.</p> <p>Conduct requirements and solution design workshops.</p> <p>Facilitate business process analysis and automation discussions</p> <p>Provide subject matter expertise with the salesforce.com application and process automation.</p> |
| Trainer            | Create business process and system training deliverables and deliver training.   |
| Salesforce Tester  | <p>Develops Test Scripts</p> <p>Executes Test Scripts</p> <p>Logs Test Results</p> <p>Notifies when production is blocked due to errors in development</p> <p>Evaluates and tests new or modified software programs to verify that programs function according to user requirements and conforms to test cases</p> <p>Recommends program improvements or corrections to programmers.</p>   |
| Web Developer      | <p>Responsible for development of user interfaces (UI/UX) / online experiences.</p> <p>Creates design mockups or wireframes (as required).</p> <p>Develops / configures HTML codebase (CSS, HTML, Visualforce, Bootstrap, etc.) for online and mobile presentation.</p>  |

#### 4.2.1.2. COUNTY

County will fulfill the following responsibilities:

Assign a County Project Manager as the single point of contact for issue resolution, activity scheduling, and information collection and dissemination.

Conduct User Acceptance Testing as described in this SOW.

Use commercially reasonable efforts to promptly respond (in any event within the timeframes specified in the PMP) to questions from Contractor and accept/reject with comments implemented stories after each sprint.

All third-party participants acting on behalf of County will have clearly defined roles in the Project. The County Project Manager will communicate such roles to Contractor. Contractor is not accountable to any third-party Project participant that does not have a clearly defined role. Contractor is responsible for architecting the APD CMS according to the Specifications.

County will assign appropriately skilled resources to fulfill these roles:

| Resource          | Responsibilities  | Involvement |
|-------------------|---|-------------|
| Executive Sponsor | This individual will review and approve all key issues that require management decisions.   | 20%         |
| Project Manager   | <p>Lead individual responsible for representing County and ensuring the project team understands the business value of each User Story. Defines each User Story and acceptance criteria Obtains feedback from end-users and stakeholders on delivered functionality. Decision maker on User Story priority within Product Backlog. Sign off on User Stories as Done.</p> <p>Participate in Sprint Planning and Review Meetings. Provide</p> | 50-75%      |

|  |   |   |
|--|---|---|
|  | overall project status to County management and stakeholders. Single point of contact for issue resolution, activity scheduling, and information collection and dissemination Without limiting Contractor project management responsibilities under this SOW, coordinate activities between Contractor and County personnel   |   |
| Stakeholders/<br>Subject Matter<br>Experts | This group of potential users of the application and technical experts who will assist the Product Owner in establishing functional and technical requirements. The team should be empowered to speak for the County. The team should be kept as small as practical without leaving out critical experts. The will participate in Sprint Reviews at the conclusion of each Sprint. Stakeholders will be responsible for planning and conducting User Acceptance Testing based on the acceptance criteria for each User Story. All test results will be recorded and any exceptions (bugs or new requirements) will be logged using Contractor's County Community or other bug tracking application. | Fully available during workshops, Sprint Reviews, and testing |
| System Administrator /<br>Business Analyst | This individual will participate as an active member of the team designing, configuring, testing and deploying the application. He/She will be responsible for ongoing system administration upon project completion. System Administrators should attend salesforce.com system administration class prior to project start.  | 50%   |
| Web Service and Integration<br>Developers  | Fully available during the requirements gathering workshop and involved through development activities as required. This team should have in depth knowledge of any systems that will integrate with Salesforce.com during this project. In particular they need to understand the database, development environment and integration capabilities of those applications. They will be responsible for all integration development and testing required in systems external to Salesforce.com.   | Full-time (as required)                                       |

## 5. SYSTEM MAINTENANCE

Contractor shall provide System Maintenance for the term of the Agreement in accordance with the provisions of Exhibit D (Service Level Agreement) including all Schedules thereto as may be amended by the parties from time to time.

## 6. SCHEDULE

The estimated timeline for this Project is 45 weeks composed of Sprints of 3-4 week duration. Actual start date and delivery dates for Deliverables will be jointly determined and specified in the PMP.

## 7. OPTIONAL WORK

County's Project Manager may direct Contractor to provide Optional Work relating to the Solution using Pool Dollars, including additional software licenses, additional training, consulting services and/or other goods or professional services requested by County.

Upon request by County during the term of the Agreement for Optional Work not already included in the Implementation Fees, Contractor shall submit to County for approval a proposed Work Order for such Optional Work, including a not-to exceed Maximum Fixed Price calculated using the Fixed Hourly Rate, which shall also include any and all travel-related expenses, if applicable. County and Contractor shall agree on the Work Order for the tasks and deliverables to be performed, the schedule of completion and the maximum Fixed Priced, if applicable, for such Optional Work.

Contractor shall provide Optional Work upon execution of a Change Notice for an agreed upon Work Order for such Optional Work. Following County's Acceptance of Optional Work provided pursuant to an agreed upon Work Order, Contractor, at no cost to County, shall support the Solution with Optional Work in production with no Deficiencies, as determined in the sole judgment of County's Project Manager, for a period agreed to in the Work Order following such production. County will pay Contractor for the completed Optional Work upon Acceptance of such Optional Work.

## 8. TRANSITION SERVICES

Upon expiration or termination of the Agreement, and subject to Section 24(8) of the Agreement, Contractor shall fully cooperate with County to provide for the smooth transition to whatever replacement solution County determines to be in its best interest. Transition Services to be performed by Contractor are intended to ensure a smooth transition from Contractor-provided Solution back to County or another vendor. Contractor shall make reasonable provisions for inspection and observation of work procedures of Contractor personnel during the transition period.

In accordance with Contractor's obligations under Section 24(3), Contractor shall make available to County for export or download all data included in the Solution or residing in the System Hosting environment, including but not limited to all County data, Application Modifications, application configurations, data structures, integrations and customizations (whether by County or Contractor).

Once the export has been completed, an email will be sent to County containing a link that will allow County to download a .zip file that contains multiple .csv (spreadsheets) files, each representing County's Salesforce objects. Contractor also provides tools that support the migration of configurations and customizations to different environments, such as local code repositories. These tools can be used to export County's configurations and customizations in the event of the Agreement termination or expiration.

- Assumptions:
  - Contractor shall support County staff in performing implementation readiness assessments and the development/revision of County's policies and procedures.
  - County shall, with Contractor assistance, schedule and conduct user outreach meetings as prescribed in the Transition Management Strategy.

## 9. COSTS

The Professional Services described in this SOW are provided on a fixed fee basis and are set forth in Exhibit B (Pricing Schedule).



**ATTACHMENT A.1**  
**SYSTEM REQUIREMENTS**  
**FOR**  
**ALTERNATE PUBLIC DEFENDER CASE MANAGEMENT SYSTEM**

[\_\_\_\_\_] 2022

**Attachment A.1**  
**System Requirements**  
**for**  
**APD Justice Management System**

As described in Exhibit A (Statement of Work for APD CMS) and the Agreement, Contractor will provide Services to provide an APD CMS based on the PD CMS, with changes to address the gaps identified in this Attachment A.1 (System Requirements).

## LA County APD Gap Discovery Summary

### Introduction

Below is a detailed summary of the requirements discussed by Publicis Sapient and APD during the gap discovery workshops and analysis. The known gaps, include, without limitation, work requests, case assignment, case reassignment, case weighting, case status automation, case stage automation, event calendar management, reporting requirements, intake forms and documents generated, and are articulated herein. The discussion of the gap items addressed in this Attachment A.1, including the APD Requirements, Assumptions, Technical Components, and estimated level of effort for each such item are based upon the Current PD Functionality, as described herein, and all code changes associated with the next scheduled release of PD functionality, to the extent known by Publicis Sapient as of April 4, 2022 (the "Gap Analysis Date"). In the event additional code changes are made to the PD functionality, such changes were unknown to Publicis Sapient as of the Gap Analysis Date, and such changes materially impact the ability or necessity to complete a gap addressed in this Attachment A.1, both parties will engage in good faith discussions to determine a revised approach to such gap, including whether to apply Pool Dollars to address the gap, or to reduce fees paid for the gap. If both parties agree, the parties shall enter into a Change Notice to reflect the updated analysis and requirements, including any increase or decrease in fees resulting from the change. Additional fees, if any, included in such Change Notice, shall be Optional Work and funded with Pool Dollars. Any decrease in fees may be used to address other gaps or other Optional Work, at the discretion of the County.

As set forth below, the gap items discussed in the discovery workshops and analysis fall into four categories: (1) gaps to be addressed and included in the gap estimate; (2) items for which the current PD functionality is sufficient, which shall be addressed under the original estimate; (3) items to be addressed under the original APD estimate (Other In Scope Requirements); and (4) items that are out of scope for the purposes of the SOW. Any gap that surfaces outside of these areas are out of scope and will be addressed as Optional Work using Pool Dollars. For avoidance of doubt, reference to the "gap estimate" in this Attachment is for organizational convenience only and all in scope items and functionality specified in items (1)-(3) of this paragraph and the Services specified in the SOW shall be provided for the Implementation Fees set forth in Exhibit B (Pricing Schedule).



## 1. Gaps to be Addressed and Included in the Gap Estimate

### *Gap: Work Requests*

| Original Gap Name | Revised Gap Name | PD-Capability | Included in APD Scope | Customization In Scope | Trigger Pool-Dollar Funding               |
|-------------------|------------------|---------------|-----------------------|------------------------|---|
| Work Requests     | Work Requests    | Yes           | In Scope              | Yes                    | If Additional Customizations are required |

### Current PD Functionality

In the current PD system, Work Request is a container object that sits below the core Case object. Tasks relate to work request and do not tie back directly to the case. Work requests follow a status flow, and there is no concept of draft and final tasks. The security requirements for work request creation and editing are fairly open as long as an individual is a member of the case team, and there is automation to add members to the case team once a work request is assigned. Additionally, there is a significant amount of customization and code tied to task management and the work request object.

### Requested APD Requirement

- Tasks move from a draft to a final state. Tasks can also have a rush designation
- Finalized tasks cannot be modified or change status – new tasks must be created
- Finalized task due dates can only be edited by a subset of profiles – due dates are required
- Tasks should be related directly to cases
- Task creation can be restricted by user profile and type of task
- There is a subset of task data entry forms available for each of the 4 task types (investigator, psych social, paralegal, and team manager)
- Standalone tasks can also be created that are not associated to a case
- Detailed logs and reports need to be captured on relevant task times – these logs must be reportable and log individual activities
- Inbox views of active tasks are needed per location, branch, and individual
- Due date extensions should be tracked for all tasks as well as number of days the task remains open

### General Assumptions

- Scope of testing (responsibility of client for UAT) based on large number of possible flows/paths to be tested
- Client SME availability for analysis & testing

### Technical Components

The proposed design and assumptions above are based on the following technical components and their estimating factors.

| Functionality                                    | Estimating Factor    | Quantity | Assumptions   |
|--|----------------------|----------|---|
| <b>Task object record types and page layouts</b> | Record type          | 55       | Standard Salesforce record layouts and configuration will be leveraged to access tasks and related records and case data. Related lists can be sorted by task type to refine the user experience, and standard reporting can be leveraged for different views, but a custom tabbed view of tasks replicating the current system would be out of scope. Code or additional automation to create or update tasks is out of scope. Up to 55 record types and associated page layouts will be developed – opportunities to combine or collapse record types will be explored during design. |
| <b>Approval Processes</b>                        | Approval Processes   | 4        | Up to 4 approval processes will be developed for tasks using native Salesforce functionality.   |
| <b>Supporting objects</b>                        | Custom Object        | 3        | Logs, or other one-to-many objects tied to tasks to capture detailed logs or store reporting information.   |
| <b>Supporting object automation</b>              | Trigger/Flow         | 1        | Auto-creation of supporting objects (ex. If a task type requires logs that record container would be auto created). This includes up to 8 task record types requiring automated creation of child records – additional business rules and logic will increase the complexity and cost of this requirement.  |
| <b>List Views</b>                                | List view            | 8        | Baseline set of shared list views to quickly visualize and edit tasks, any additional views will be built by client or users.   |
| <b>Queues</b>                                    | Queue                | 4        | Up to 4 configured work queues for tasks needing assignment   |
| <b>Validation Rules</b>                          | Rules                | 6        | Up to 6 configured validation rules using native Salesforce functionality to enforce data entry restrictions and business rules. Validations requiring custom code are out of scope.  |
| <b>Dependent task options</b>                    | Lightning component  | 1        | Custom screen component to filter data entry (or record type) options based on one of the 4 task types  |
| <b>Case Team Automation</b>                      | Trigger              | 1        | Adding members to case team upon task assignment.   |
| <b>Notifications</b>                             | Notification Actions | 10       | Creation or update of tasks triggering a notification to a user   |
| <b>Reports and Dashboards</b>                    | Dashboard            | 3        | Three dashboards with up to 4 standard reports to show manager level and individual task views  |

|                         |                |   |  |
|-------------------------|----------------|---|--|
|                         |                |   | – client will own expanding on, adding to, or modifying those report templates   |
| <b>Nintex Documents</b> | Merge Document | 6 | Letters or any other forms generated from the system using merge fields. Assumes template documents already exist and formatted versions will be provided to Publicis Sapient. |

### *Gap: Case Assignments, Weighting & Scheduling*

| Original Gap Name | Revised Gap Name           | PD-Capability | Included in APD Scope | Customization In Scope | Trigger Pool-Dollar Funding               |
|-------------------|----------------------------|---------------|-----------------------|------------------------|---|
| Case Assignment   | Case Assignment            | Yes           | In Scope              | Yes                    | If Additional Customizations are required |
|                   | Case Re-Assignment         | Yes           | In Scope              | Yes                    | If Additional Customizations are required |
|                   | Location Assignment Matrix | Yes           | In Scope              | No                     | If Customizations are required            |
|                   | Staff Schedule Types       | Yes           | In Scope              | No                     | If Customizations are required            |
|                   | Case Weighting             | Yes           | In Scope              | Yes                    | If Additional Customizations are required |
| Case Assignment   | Staff Re-Assignment        | Yes           | Out of Scope          | No                     | If Customizations are required            |

### *Current PD Functionality*

PD has a robust scheduling functionality where there is an interface that shows cases that are available for assignment.

**Case Assignment:** As you can see from the image below, an authorized user can view the location, case types, and assignment roles. This dynamically queries the database for cases meeting that criteria and eligible assignees. To the left, is a list of eligible assignees. When a person is selected, there are a host of statistics that are shown on the person profile. These metrics are used to evaluate the best candidate to assign to the case.

**Automated / Manual Assignment Logic:** There is currently logic setup so when the attorney assigned to the client for arraignment has completed that phase of the case, the case automatically is assigned to

the pool of cases eligible for assignment. The only other automated assignment would be the matrix assignment, otherwise they are manually assigned through the following interface.

The screenshot displays the CCMS Case Assignment interface. At the top, there is a search bar and navigation tabs including Home, Cases, Contacts, Conflict Check, Custom Person Search, Case Assignment, Case Reassignment, Court Schedule Matrix Builder, Court Schedule Matrix Viewer, Work Requests, Reports, and More. The Case Assignment tab is active, showing filters for Location (Lancaster), Case Type (Felonies), and Assignment Role (Deputy Public Defender). Below the filters, there is a 'Search' button and a 'Clear All Filters' button. The main section shows '2 New/Unassigned Cases' with a table listing cases. On the right, there are attorney statistics for Francis Stewart and Stephen Boysaw, including current grade, months in current grade, primary assignment, and various case statistics.

| CLIENT          | CASE#          | STAGE       | DATE       | EVENT           | LOCATION          | DEPARTM...        | MOST SE...       | CURRENT ... |
|-----------------|----------------|-------------|------------|-----------------|-------------------|-------------------|------------------|-------------|
| TRAVIS JAMES... | XNOMAO79013... | Pre-Trial   | 02/10/2022 | PRETRIAL HEA... | Lancaster Dept... | Lancaster Dept... | PC459 - F 4      |             |
| JOSHUA THOM...  | AFPMAB192101   | Arraignment | 01/24/2022 | ARRAIGNMENT...  | Lancaster Dept... | Lancaster Dept... | PC273.5(A) - F 5 |             |

**Case Reassignment:** PD system has an interface for viewing all cases that meet specific criteria (most commonly cases owned by an individual). From this interface, one or many cases can be selected, a filtered list of assignee candidates is displayed, and cases can be re-assigned (from one-to-many cases) to another attorney.

**Location Assignment Matrix:** PD system has a robust system for scheduling lawyers to be assigned to a court based on the following information:

- Attorney assigned schedule (A/B/C/D)
- Court Holidays
- Time Off
- Attorney Location
- Courts that need staffing



There is a monthly batch job that runs and makes an automated assignment. At any time, the assignment can be overridden in case the algorithm didn't make a reasonable assignment or if there are changes in availability of an attorney (ex. attorney is out sick for the day).

**Schedule Types:** A/B/C/D - PD supports all 9/80 schedule types of alternating Mondays and Fridays

**Case Weighting:** PD has an algorithm for weighting a case so the estimated case load of an attorney can be accurately estimated. Factors it considers include:

- Number of Cases
- Case Type: e.g., Misdemeanor / Felony
- Case Class:
- Pending Trial

- Jury Trials
- Court Trials
- Post-Conviction Relief Cases
- Strike Priors
- S&V Cases
- HTA Cases
- Class (e.g., 8,9,10)

|   |                     |                     |            |
|---|---------------------|---------------------|------------|
| <div>  <div> <b>FRANCIS STEWART</b> <span>Jan</span> </div> <div>             III · A - Friday · 38 Cases Pending Trial           </div> <div>  <div>Assign</div> </div> </div> |                     |                     |            |
| ATTORNEY STATISTICS   |                     |                     |            |
| Current Grade   | III                 | 9/80 A Or B         | A - Friday |
| Months in Current Grade   | 3.6                 | Divisor             | 1.0        |
| Primary Assignment  | Felony Arraignments | # Cases 30 days     | 0          |
| Months In Primary Assign.   | 3.6                 | # Cases 60 days     | 0          |
| CASE STATISTICS   |                     |                     |            |
| # Cases Pending Trial   | 38                  | # Of S&V Cases      | 1          |
| # Of Cases With Jury Trials   | 1                   | # Of HTA Cases      | 10         |
| # Cases with Court Trials   | 0                   | # Of Class 8 Cases  | 0          |
| # Post Conviction Relief Cases  | 25                  | # Of Class 9 Cases  | 6          |
| # Cases with Strike Priors  | 1                   | # Of Class 10 Cases | 0          |
| Charge Workload Average   | 37                  |                     |            |
| CLIENT ASSESSMENT   |                     |                     |            |
| Language Issues   | 0                   | Mental Health       | 1          |
| Developmental Disabilities  | 0                   | Physical Health     | 0          |
| Immigration Issues  | 0                   | Substance Use       | 0          |
| Homeless  | 0                   | Veteran             | 0          |

Some attributes are calculated in real time, others are calculated at regular intervals and stored to improve performance of rendering the page component.

**Staff Reassignment:** PD system has a robust system for managing when a staff member moves to a different location. No additional detail was gathered because this was not a requirement of APD.

#### Requested APD Requirement

**Case Assignment and Re-Assignment:** APD has the same need to assign cases to attorneys based on cases that are eligible for assignment. The assignment criteria is open so some of the filters used by PD

will need to be removed so APD can see a broader list of cases that need assignment. In assignment screen, there will need to be updates to the attorney information cards that will display the appropriate fields.

**Case Weighting:** APD would like to keep the PD case weighting logic so there can be reporting uniformity to the board across PD and APD. In addition to the PD weighting logic, APD has already developed an algorithm for weighting cases and the same algorithm used in the existing system will be created and included in the attorney information card. The data will be a combination of real time information in combination with batch-based information to ensure the attorney information cards performant, just like the PD one.

---

### **Detailed Requirements**

#### **Workload Difficulty Index**

The WDI is a calculation based upon several factors.

1. The volume of cases assigned to the attorney.
2. The attorney's assignment type (Felony, Misdemeanor, Mixed, Juvenile)
3. The assumed difficulty or relative seriousness of the charges (Felony3, Felony4, Felony5, Felony6, Misdemeanor, Juvenile) associated with assigned cases.
4. Court Events handled by the attorney within the previous 30 days
5. Any Trials handled by the attorney within the past 30 days

Below is a physical representation of an actual calculation.

|   |                              |       |
|---|------------------------------|-------|
| <b>1. Calculate the recurring monthly caseload difficulty</b> | CaseScore                    | 134.5 |
|   | CaseScoreDivisor             | 22    |
|   | CaseScoreAvg                 | 6.11  |
|   | FelCaseVolScore              | 2.29  |
|   | MisdCaseVolScore             |       |
|   | JuvCaseVolScore              | 0     |
|   | DICBump                      |       |
|   | MoCaseloadDifficulty         | 8.40  |
| <b>2. Calculate the total court event score</b>               | MoCourtEventsPre             | 26    |
|   | MoCourtEventsPost            | 7     |
|   | MoCourtEventsTot             | 33    |
|   | MoCourtEventsScore           | 0.00  |
| <b>3. Calculate the total jury trial score</b>                | TrialKissCalc                |       |
| <b>4. Add all three together</b>                              | MoCaseloadDifficulty         | 8.40  |
|   | MoCourtEventsScore +         | 0.00  |
|   | TrialKissCalc +              |       |
|   | MoCaseloadDifficultyCombined | 8.40  |

Definition of Sections 1-4 in the above table:

#### Section 1.

#### CaseScore

Derived by looking solely at the attorney's open cases at present. Here is the actual language used by the database to resolve this number for each open case that is at a presentencing stage.

*If( Exact( Item\_Description; "FELONY3") and Exact( PreOpenCalc; "Pre") and not (Exact( Strikes; "2")); "4"; If( Exact( Item\_Description; "FELONY4") and Exact( PreOpenCalc; "Pre") and not (Exact( Strikes; "2")); "7"; If( Exact( Item\_Description; "FELONY5") and Exact( PreOpenCalc; "Pre"); "9.5"; If( Exact( Item\_Description; "FELONY6") and Exact( PreOpenCalc; "Pre"); "12"; If( Exact( Item\_Description; "MISDEMEANOR") and Exact( PreOpenCalc; "Pre"); "3"; If( Exact( Item\_Description; "FELONY3") and Exact( PreOpenCalc; "Pre") and Exact( Strikes; "2"); "5.5"; If( Exact( Item\_Description; "FELONY4") and Exact( PreOpenCalc; "Pre") and Exact( Strikes; "2"); "8.0"; 0))))))*

#### CaseScore Details

- Misdemeanor case gets a score of 3.0
- Felony3 case that is not a 3 Strikes case gets a score of 4.0
- Felony3 case that is a 3 Strikes case gets a score of 5.5

- Felony4 case that is not a 3 Strikes case gets a score of 7.0
- Felony4 case that is a 3 Strikes case gets a score of 8.0
- Felony5 case (regardless of 3 Strikes allegation) gets a score of 9.5
- Felony6 case (regardless of 3 Strikes allegation) gets a score of 12
- Each case is scored accordingly and added up to give the Case Score total.

#### CaseScoreDivisor

This number is simply a total of all felony and misdemeanor cases.

#### CaseScoreAvg

Divide CaseScore/CaseScoreDivisor

#### FelCaseVolScore

This is somewhat complicated because this calculation has to deal with attorneys in positions of supervision. At APD all supervisors below Division chief level carry cases, however their caseload is greatly reduced. This calculation attempts to deal with that by treating them differently due to their supervisorial responsibilities. This calculation is also making adjustments to scores assigned case volumes are low. Here is the actual language of the calculation:

*If( Exact( CurrentAssignType; "Supervision") and GetAsNumber(PreFCalc) = 0; PostFCalc \* .01; If( Exact( CurrentAssignType; "Supervision") and GetAsNumber(PreFCalc) < 10 and GetAsNumber(PreFCalc) >= 4; CaseScoreDivisor \* .1; If( Exact( CurrentAssignType; "Supervision") and GetAsNumber(PreFCalc) = 1; -2.5; If( Exact( CurrentAssignType; "Supervision") and GetAsNumber(PreFCalc) = 2 or GetAsNumber(PreFCalc) = 3; ((10 - PreFCalc) \* -.15) + ((PostFCalc \* .01)); If( Exact( CurrentAssignType; "Supervision") and GetAsNumber(PreFCalc) >= 10; (PreFCalc \* .1) + ((PostFCalc \* .01)); If( Exact( CurrentAssignType; "Felony") and GetAsNumber(PreFCalc) = 0; PostFCalc \* .01; If( Exact( CurrentAssignType; "Felony") and GetAsNumber(PreFCalc) >= 1 and GetAsNumber(PreFCalc) <= 3; -2.5; If( Exact( CurrentAssignType; "Felony") and GetAsNumber(PreFCalc) <= 10 and GetAsNumber(PreFCalc) > 4; ((10 - PreFCalc) \* -.15) + ((PostFCalc \* .01)); If( Exact( CurrentAssignType; "Felony") and GetAsNumber(PreFCalc) > 9; (PreFCalc \* .1) + ((PostFCalc \* .01)); If( Exact( CurrentAssignType; "Mixed"); (PreFCalc \* .03) + (PostFCalc \* .01); 0))))))))))*

#### MisdCaseVolScore

This is much more straightforward. Here is the actual language of the calculation from the database.

*((PreMCalc \* .05) + (PostMCalc \* .0175)) \* .4*

Take the total number of Presentence misdemeanor cases and multiple that by .05. Add to that number the total number of post-sentence misdemeanors multiplied by .0175. Take the sum of those two numbers and multiply by .4.



## JuvCaseVolScore

This has not been developed at present. Parties will discuss and determine requirement for this item during design.

## DICBump

Any attorney that is also a Head Deputy or DIC or a Team Leader also gets additional points added to their score.

*If( Exact( Supervisor Position; "HD/DIC") ; "1.0"; If( Exact( Supervisor Position; "Team Leader"); .5; 0))*

The above result in the MoCaseLoadDifficulty score to which Section 2 and Section 3 are added.

## Section 2.

|   |                    |      |
|---|--------------------|------|
| <b>2. Calculate the total court event score</b> | MoCourtEventsPre   | 26   |
|   | MoCourtEventsPost  | 7    |
|   | MoCourtEventsTot   | 33   |
|   | MoCourtEventsScore | 0.00 |

## MoCourtEventsPre

Total number of events handled in court on cases at the pre-sentencing stage, for the previous 30 days.

## MoCourtEventsPost

Total number of events handled in court on cases at the post-sentencing stage, for the previous 30 days.

## MoCourtEventsTot

## MoCourtEventsPre + MoCourtEventsPost

## MoCourtEventsScore

A score is generated if certain higher volumes of court appearances are made by the attorney. Scoring depends on the attorney's assignment type.

*If( Exact( CurrentAssignType; "Mixed") and GetAsNumber(MoCourtEventCount) > 160; (MoCourtEventsTot - 160) \* .005; If( Exact( CurrentAssignType ; "Felony") and GetAsNumber(MoCourtEventCount) > 65; (MoCourtEventCount - 65) \* .005; If( Exact( CurrentAssignType; "Misdemeanor") and GetAsNumber(MoCourtEventCount) > 140; (MoCourtEventCount - 140) \* .005; 0)))*

Attorney in a "Mixed assignment: take the total number of court event appearances for the past 30 days and subtract 160 and then multiply the result by .005

Attorney in a "Felony" assignment: Take the total number of court event appearances for the past 30 days and subtract 65 and then multiply that number by .005.

Attorney in a "Misdemeanor assignment: Take the total number of court event appearances for the past 30 days and subtract 140 and then multiply that number by .005.

Note: This calculation cannot generate a negative number since the calculation is only made if the attorney meets the threshold number associated with their assignment type.

Section 3.



TrialKissCalc

This number is generated by assigning a score for each trial done by an attorney during the past 30 days.

Here is the actual language from the database:

```
If( Exact( Item_Description; "MISDEMEANOR"); .2; If( Exact( Item_Description; "FELONY3"); .3; If( Exact( Item_Description; "FELONY4"); .4; If( Exact( Item_Description; "FELONY5"); .5; If( Exact( Item_Description; "FELONY6"); .6; 0))))
```

For each misdemeanor trial, .2 points is added to this score.

For each Felony3 trial .3 points is added.

For each Felkony4 trial, .4 points is added.

For each Felony5 trial, .5 points is added.

For each Felony 6 trial, .6 points is added.

Section 4.

The scores calculated in accordance with Sections 1, 2 and 3 shall be combined, as set forth below.

|  |                              |        |
|--|------------------------------|--------|
| 1. Calculate the recurring monthly caseload difficulty | CaseScore                    | 134.5  |
|  | CaseScoreDivisor             | 22     |
|  | CaseScoreAvg                 | 6.11   |
|  | FelCaseVolScore              | 2.29   |
|  | MisdCaseVolScore             |        |
|  | JuvCaseVolScore              | 0      |
|  | DICBump                      |        |
|  | MoCaseloadDifficulty         | 8.40   |
| 2. Calculate the total court event score               | MoCourtEventsPre             | 26     |
|  | MoCourtEventsPost            | 7      |
|  | MoCourtEventsTot             | 33     |
|  | MoCourtEventsScore           | 0.00   |
| 3. Calculate the total jury trial score                | TrialKissCalc                |        |
| 4. Add all three together                              | MoCaseloadDifficulty         | 8.40   |
|  | MoCourtEventsScore           | + 0.00 |
|  | TrialKissCalc                | +      |
|  | MoCaseloadDifficultyCombined | 8.40   |

END Case Weighting requirement specification

Case weighting is dependent upon the existing of the charges table and that the case charge weighting is accurately updated. It does appear that there are differences between the two departments in how they weight and label these charges. It is assumed that the charges are already in the system and no modifications will be required, but that there will need to be a review and data load of the case weightings.

Assumption: it is assumed that trial activities can be discerned from the data received from the TCIS feed (because there is no other automated mechanism for identifying trial activities).

Assumption: It is assumed that pre and post sentencing information can be determined from the TCIS data feed.

**Automated Matrix Scheduling:** The same requirements for PD also apply to APD regarding matrix scheduling. As long as the needed information is maintained in the system, then the matrix will calculate assignments correctly. The matrix will only calculate for those locations for which a user sets up the matrix for location. When the matrix scheduling application is filled out, the court schedule is populated, the attorneys schedule is up-to-date an authorized person can request the automated scheduling and assignment of attorneys to courts, but it has to be manually initiated. The individual assignment of an attorney to a court can be overridden at any time. Any modifications to the existing matrix sheduling is out of scope and would be funded through pool dollars.

The automated assignment algorithm may not work if time off requests are not stored in this system. The assumption is that the existing APD time off request process will continue to be used, but once the

request is approved, the time off will be updated for those attorneys for whom the automated court scheduling will be used to assign attorneys.

**Schedule Types:** The same schedule types that are available for PD will be available for APD: A / B / C / D and are the same ones requested by APD

### General Assumptions

#### NoneTechnical Components

The proposed design and assumptions above are based on the following technical components and their estimating factors.

| Functionality                                       | Estimating Factor                                     | Quantity | Assumptions   |
|---|---|----------|---|
| Adjustments to Case Assignment filtering and Code   | Number of APEX Classes                                | 1        | One APEX class will need to be significantly modified to ensure that cases of the appropriate type are showing up and can be re-assigned.   |
| Modifications to Attorney filters                   | Number of Visualforce / Lightning Web Component Pages | 1        | Make adjustments to the fields on the attorney cards so APD can more effectively assign cases to attorneys  |
| Adjustments to Case Reassignment filtering and Code | Number of APEX Classes                                | 1        | One APEX class will need to be significantly modified to ensure that cases of the appropriate type are showing up and can be re-assigned.   |
| Modifications to Attorney filters                   | Number of Visualforce / Lightning Web Component Pages | 1        | Make adjustments to the fields on the attorney cards so APD can more effectively assign cases to attorneys  |
| Case weighting Algorithm                            | Number of APEX Classes                                | 1        | Implement the existing APD case weighting algorithm as provided by Jordan.<br><br>Assumption: It is assumed that trial activities can be discerned from the data received from the TCIS feed (because there is no other automated mechanism for identifying trial activities).<br><br>Assumption: It is assumed that pre and post sentencing information can be determined from the TCIS data feed. |
| Case Weighting Batch Processes                      | Number of APEX Classes                                | 1        | Implement a batch APEX that will execute on a daily basis to collect key metrics that will enhance the performance of the case weighting display and will be used for the attorney information card.  |

|  |                     |   |   |
|--|---------------------|---|---|
| Update Case Weighting Values for Charges from TCIS | Data Load           | 3 | Update Case Weighting table   |
| Review new charges added                           | Number of Processes | 1 | There will be a standard report for monitoring new charges that are created and ensure they are unique, otherwise they will need to be associated with an existing charge. There will need to be a user trained to manage the charge table until PD comes up with a better process for monitoring and managing new charges. |

### *Gap: Case Status Automation*

| Original Gap Name      | Revised Gap Name       | PD-Capability | Included in APD Scope | Customization In Scope | Trigger Pool-Dollar Funding               |
|------------------------|------------------------|---------------|-----------------------|------------------------|---|
| Case Status Automation | Case Status Automation | Yes           | In Scope              | Yes                    | If Additional Customizations are required |

### Current PD Functionality

PD has implemented logic where the status of a case is updated to inactive based on specific criteria. For example if there has been no activity on a case, then it will automatically be set to inactive after 30 days. If an activity is logged on the account either by the lawyer or the attorney then the case is automatically re-opened.

### Requested APD Requirement

APD will use the same capabilities as PD, but the code will need to be re-factored to meet APD changes to the activation / deactivation criteria.

### General Assumptions

- None

### Technical Components:

The proposed design and assumptions above are based on the following technical components and their estimating factors.

| Functionality   | Estimating Factor      | Quantity | Assumptions   |
|---|------------------------|----------|---|
| Modify existing code to meet activation / inactivation requirements for APD | Number of APEX Classes | 1        | Modify the existing code to update parameters for APD |

### *Gap: Event Calendar Management*

| Original Gap Name         | Revised Gap Name          | PD-Capability | Included in APD Scope | Customization In Scope | Trigger Pool-Dollar Funding               |
|---------------------------|---------------------------|---------------|-----------------------|------------------------|---|
| Event Calendar Management | Event Calendar Management | Yes           | In Scope              | Yes                    | If Additional Customizations are required |

### Current PD Functionality

Events will be automatically fed into the system from TCIS which will automatically create the events.

### Requested APD Requirement

APD will have the permissions and ability to manually create an event using the existing APD process where an event is created by the attorney, then there is a review and approval process by the LOSA before the event is committed. The same automated event creation that exists for the PD CCMS solution will be included in the APD solution. It is assumed that there will be no change to the TCIS event import process, just an additional manual entry and approval process.

### General Assumptions

- A unique, manually-created event record type and a business process will be created to support manual entry of events into the system.

### Technical Components

The proposed design and assumptions above are based on the following technical components and their estimating factors.

| Functionality                            | Estimating Factor | Quantity | Assumptions  |
|--|-------------------|----------|--|
| <b>Create manual event record type</b>   | Record Type       | 1        | Create a different, unique record type for manually entered events |
| <b>Event Review and Approval Process</b> | Approval Process  | 1        | Create an approval process for reviewing and approving events      |
| <b>Review Queue</b>                      | Queue             | 1        | Create a queue for LOSA's to review events.                        |

### Gap: Reporting Requirements

| Original Gap Name      | Revised Gap Name       | PD-Capability | Included in APD Scope | Customization In Scope | Trigger Pool-Dollar Funding               |
|------------------------|------------------------|---------------|-----------------------|------------------------|---|
| Reporting Requirements | Reporting Requirements | Yes           | In Scope              | Yes                    | If Additional Customizations are required |

### Current PD Functionality

PD has a collection of reports and a number of reporting snapshots configured around the statistics of attorneys and other collections of individuals

### Requested APD Requirement

- Twice daily snapshots of attorneys, paralegals, LOSAs and investigators workloads including count of cases by type, sup-type, phase, pre & post-sentence and other available attributes
- Snapshots archived weekly and monthly
- Workload difficulty number?
- Supervisor dashboards filtered by individual, branch, and case types with ability to drill down into individual records
- Monthly statistic reports are run for each branch and saved
- Ability to view historical statistical trends back to date of go live (historical record import is out of scope)
- Supervisor can drill into workload details for individuals
- Ability to pull filtered reports of tasks assigned LOSA's, Paralegals, and investigators for a defined time frame

### General Assumptions

- Daily snapshots will utilize reporting (4 type of individuals). Standard Salesforce "click to drill down" functionality will be used to allow supervisors access to case lists and case details.
- Leverage a combination of standard Salesforce reporting and analytic reporting snapshots to store and report on aggregate data for weekly and monthly aggregate data reporting.
- Salesforce reporting along with Reporting snapshots will be sufficient to meet the reporting needs defined in the gap – any customization beyond this will be addressed as Optional Work and funded with Pool Dollars

### Technical Components

The proposed design and assumptions above are based on the following technical components and their estimating factors.

| Functionality                   | Estimating Factor | Quantity | Assumptions   |
|---------------------------------|-------------------|----------|---|
| <b>Daily Snapshots</b>          | Reports           | 4        | 1 custom report per individual type – workload difficulty calculated here (and via custom fields) |
| <b>Aggregate data</b>           | Snapshots         | 4        | Need snapshot for each type of individual   |
| <b>Report on Aggregate data</b> | Reports           | 4        | 1 report for each snapshot for individual type  |

### Gap: Security

| Original Gap Name | Revised Gap Name | PD-Capability | Included in APD Scope | Customization In Scope | Trigger Pool-Dollar Funding               |
|-------------------|------------------|---------------|-----------------------|------------------------|---|
| Security          | Security         | Yes           | In Scope              | Yes                    | If Additional Customizations are required |

### Current PD Functionality

Similar profiles exist in the current PD solution with some label and terminology differences. Our assumption is that the declarative configuration for PD security can be leveraged as an accelerator and modifications to the current state security model can be achieved using native Salesforce security configuration.

### Requested APD Requirement

The following profiles and permissions categories are required in the new system. If there are opportunities to collapse or condense this list using Salesforce capabilities, APD is open to those options.

- System Administrator
- Executive
- HD/DIC
- Team Leader
- Attorney
- Attorney-Juvenile
- Supervisor LOSA
- LOSA
- Supervisor Investigator
- Investigator
- Supervisor Paralegal
- Paralegal
- Supervisor PSW
- PSW
- HR



- Read only

### General Assumptions

- Standard Salesforce security configuration will be leveraged along with relevant custom code developed for PD where applicable.

### Technical Components:

The proposed design and assumptions above are based on the following technical components and their estimating factors.

| Functionality             | Estimating Factor | Quantity | Assumptions   |
|---------------------------|-------------------|----------|---|
| <b>Security Profiles</b>  | Profiles          | 16       | Assumption is that the PD security profiles are similar enough to APD profiles that these can be either reused or cloned and modified using out of the box functionality. No net new profiles will be required. |
| <b>Public Groups</b>      | Groups            | 4        | Public groups can be used to capture populations such as investigators, paralegals etc. that may be represented by more than one security profile. Up to four will be created for APD.                          |
| <b>Permission Sets</b>    | Permission Sets   | 5        | Permission sets can be leveraged to open up permissions for a specific set of objects and elements within the system that can be applied to users individually. Up to five will be created for APD.             |
| <b>Apex Sharing Rules</b> | Rules             | 4        | Up to four Apex code custom sharing rules to handle exceptions to standard functionality. All other security will be handled using declarative capabilities or leveraging existing code from the PD solution.   |
| <b>Role Hierarchy</b>     | Role Hierarchy    | 1        | Standard Salesforce role hierarchy will be configured to open up record access based on org chart permissions.  |

## 2. Existing PD Functionality

The below requirements will be met by the existing PD functionality, as included in the original estimate assuming the descriptions and related assumptions below are current and correct.

### *eSubpoena*

| Original Gap Name   | Revised Gap Name    | PD-Capability  | Included in APD Scope | Customization In Scope |
|---------------------|---------------------|----------------|-----------------------|------------------------|
| eSubpoena Interface | eSubpoena Interface | Yes, Release 2 | In Scope              | No                     |

#### Current PD Functionality

PD currently does not have an eSubpoena interface. The PD CCMS team has been working to IT to develop an interface based on a REST / JSON web service that will be made available in the next couple of months. Once the specification is finalized, our team will develop a web service callout which will take the subpoena information collected in the application and submit a subpoena request. The eSubpoena web service has built out integrations with the approximately 60 jurisdictions to which eSubpoena requests can be submitted. The integrations are bi-directional and when the subpoena is delivered a notification will be sent back to the CCMS system with the updated status.

#### Requested APD Requirement

APD requires submitting of subpoena data to the existing eSubpoena system so subpoenas can be sent to law enforcement officers in the 60 jurisdictions. This will require:

- A subpoena submission form
- Merging of information into the electronic request
- Sending the request to the eSubpoena REST web service with the payload in a JSON format
- Receiving confirmation that the subpoena was delivered
- Historical record of the subpoena submission and status updates

#### General Assumptions

- Client will provide resources with technical knowledge of the interface and requirements for APD
- Documentation for the source system is sufficient to build/modify the integration as necessary
- The integration will be used as is from PD (limit to number of fields to be changed: 10)
- No customizations or changes are required to existing PD functionality

#### Court Event Outcome Tracking

| Original Gap Name            | Revised Gap Name             | PD-Capability | Included in APD Scope | Customization In Scope | Trigger Pool-Dollar Funding               |
|------------------------------|------------------------------|---------------|-----------------------|------------------------|---|
| Court Event Outcome Tracking | Court Event Outcome Tracking | Yes           | In Scope              | No                     | If Additional Customizations are required |

#### Current PD Functionality

Court event outcomes are pushed to existing records by the TCIS integration from the court system.

### Requested APD Requirement

APD attorneys will not manage court events; they will be automatically integrated into the APD system through the TCIS integration.

### General Assumptions

- No customizations or changes are required to existing PD functionality

### Case Stage Automation

| Original Gap Name     | Revised Gap Name      | PD-Capability | Included in APD Scope | Customization In Scope | Trigger Pool-Dollar Funding    |
|-----------------------|-----------------------|---------------|-----------------------|------------------------|--------------------------------|
| Case Stage Automation | Case Stage Automation | Yes           | In Scope              | No                     | If Customizations are required |

### Current PD Functionality

Currently the status of the case is automatically updated based on the information received from TCIS. For example, if charges are dropped, then the status of the case is updated. It is assumed that the same logic for updating statuses used by PD will also be used by APD.

### Requested APD Requirement

The APD requirement is the same, that updates from the court will automatically update the case status.

### General Assumptions

- None

## 3. Other In Scope Requirements

Assuming the below discussion and description of the following items is current and correct, the following items shall be addressed within the original scope of the APD project and do not constitute gaps for the purposes of this schedule.

| Original Gap Name           | Revised Gap Name  | PD-Capability | Included in APD Scope | Customization In Scope | Trigger Pool-Dollar Funding    |
|-----------------------------|-------------------|---------------|-----------------------|------------------------|--------------------------------|
| Other In Scope Requirements | TCIS Integration  | Yes           | In Scope              | No                     | If Customizations are required |
|                             | Conflict Checking | Yes           | In Scope              | No                     | If Customizations are required |
|                             | Intake Forms (4)  | Yes           | In Scope              | No                     | If Customizations are required |

|  |                             |                |          |    |   |
|--|-----------------------------|----------------|----------|----|---|
|  | Contact Search              | Yes            | In Scope | No | If Additional Customizations are required |
|  | Document Generation         | Yes            | In Scope | No | If Customizations are required            |
|  | JAI Integration             | Yes, Release 2 | In Scope | No | If Customizations are required            |
|  | Assignment History Tracking | Yes            | In Scope | No | If Customizations are required            |
|  | Box Document Integration    | Yes, Release 2 | In Scope | No | If Customizations are required            |

### *TCIS Court System Integration*

The PD instance of CCMS is integrated into the current TCIS system using Cloverleaf as a middleware. The courts only provide a full feed of all updates that are made to the court case management system. There is not ability to have a filtered feed. This system is expected to be in use for the next 12 months until Odyssey system can come online. Our team has not gone through the analysis and design for the Odyssey, but will be doing so as the time to go-live approaches. Currently the TCIS court case system sends every court case update to the PD system. This includes:

- New Cases
- Case Updates
- Calendar events
- Contacts
- Warrants
- Sentencing
- Disposition
- Plea Information

PD has made the decision to retain all the data in perpetuity even though a small portion of the data will actually be used by PD.

### *APD Conflict Checking*

PD doesn't provide any automated conflict checking. A customized interface has been developed that allows internal users to manually review potential conflict candidates, view a list of suspected conflicts, and then document the conflict to the case. APD will use the same interface as PD with no modifications because there is no automated conflict checking and it is assumed the data model will be the same, and when a conflict is identified, that it will be documented in the same way. If there is a change required, it will be funded with pool dollars.

### *Intake Forms*

APD intake forms will be the same as PD intake forms with the exception of child support, major fraud, conservatorship and mental health cases which will be out of scope. Additional forms will be funded with pool dollars.

### *Contact Search*

There are two search capabilities within the system: the standard Salesforce Global search and a custom search screen. PD thought they needed a custom search capability, but since implementation the vast majority of searches use the global search ability. Both will be available to the APD. Any customizations to contact search will be funded with pool dollars.

### *Document Generation*

PD already has several types of documents that merge content from Salesforce to a templated format. The existing PD forms will be carried over to the APD environment. It is assumed that not additional forms or customization for those forms will be required. Any customization will be funded through pool dollars.

### *JAI (Juvenile) Court Integration*

PD is currently in the process of integrating juvenile court data from JAI. The integration is expected to be completed in PD release 2. If the integration is completed within that iteration within the current timeframe, then the Juvenile Court Integration will be copied over and used for the APD. Any customizations to the Juvenile Court Integration will be funded with pool dollars.

### *Assignment History Tracking*

Assignment history tracking will be configured and stored in the system

### *Box Document Integration*

The same Box integration to support document management visibility within the case is assumed to be the exact same capabilities that will be available to APD without additional customization

## 4. Out of Scope

The items set forth below shall not be addressed as gap items and are out of scope for this schedule and the APD project.

| Original Gap Name                        | Revised Gap Name            | PD-Capability | Included in APD Scope |
|--|-----------------------------|---------------|-----------------------|
| PD Conflict Case Data Import from PD CMS | Conflict Case Data Transfer | No            | Out of Scope          |
| Other Out of Scope                       | Time Off Tracking           | Yes           | Out of Scope          |
|  | PIAS / Pitchess-Brady       | Yes           | Out of Scope          |
|  | Expert Database             | Yes           | Out of Scope          |
|  | Travel Requests             | No            | Out of Scope          |
|  | Miranda Duty                | Yes           | Out of Scope          |
|  | Special Units               | Yes           | Out of Scope          |
|  | Synchronizing PD / APD Code | No            | Out of Scope          |
|  | Odyssey Integration         | No            | Out of Scope          |
|  | Case Type Exclusions        | Yes           | Out of Scope          |
|  | Box & Shipment Tracking     | Yes           | Out of Scope          |
|  | General Staff Management    | Yes           | Out of Scope          |
|  | Tainted Police Officers     | No            | Out of Scope          |

### *Conflict Case Data Transfer*

The handoff from PD to APD when a conflict is identified within PD is out of scope of this initiative and will be handled as a separate initiative. Our team has identified a *potential* process for providing notification from PD to APD and passing information from PD to APD, but a detailed analysis would need to be conducted in this separate initiative.

### *Time Off Tracking*

Public Defender has a time off tracking capability that is used to calculate availability for automated court scheduling. APD will continue using their existing time off request application for approvals. Once approval is granted, then attorneys will need to enter approved time off into Salesforce so court schedules can be calculated correctly. Any customization to time-off tracking brought over from PD is out of scope.

### *PIAS / Pitchess-Brady*

PD refers to cases where information is discovered that a law enforcement officer has conducted themselves in an inappropriate way. In order to understand the extent of engagement of that law enforcement officer with the APD's cases, there needs to be documentation of law enforcement officers associated with that case and the ability to report on those relationships. PD has a PIAS process, which is assumed to be the same as the requirement for Pitchess-Brady APD requirements. It is assumed that Pitchess-Brady cases can be reported upon using an existing report and using standard Salesforce reports. Enhancements beyond what is in PD are out of scope.

### *Expert Database*

Public Defender is currently in the process of developing the data structure for the expert database. APD has a need for a similar database, but will continue using their existing database. The expert database structure will be copied over as part of release 2. Any customizations to the Expert Database application or migration of data from current APD expert database are out of scope.

### *Travel Requests*

Travel requests capabilities were originally slated for PD, but it was taken out of scope. Any development of travel request processes would be funded through pool dollars.

### *Miranda Duty*

APD doesn't have this capability and this is out of scope.

### *Special Units*

APD doesn't have this capability and this is out of scope.

### *Synchronizing PD / APD Code*

When this statement of work was originally conceived that the PD CCMS solution would be completed. There are some features that will be included in APD that will not be code complete and deployed until approximately October 2022. The APD project is slated to kick off second quarter of this year, so we strongly recommend periodically synchronizing the code between the PD and APD to ensure the APD team is working with the latest version of the components that are being updated in R2.

### *Odyssey Integration*

Odyssey integration is out of scope for this initiative and will be addressed in a separate funding effort.

### *Case Type exclusions*

The following case types are excluded from APD Scope: child support, major fraud, conservatorship and mental health cases.

### *Box & Shipment Tracking*

PD currently has a process for tracking boxes that are sent out for scanning. APD doesn't have this same process, so it is deemed out of scope for APD.

### *General Staff Management*

General staff management and staff reassignment capabilities used by PD will not be used by APD.

### *Tainted Police Officers*

PD does not have this capability of tracking tainted police officers, but if a police officer is associated with a case, then it is a relatively easy process to run a report on the cases that were touched by the officer.





**ATTACHMENT A.2**  
**SOFTWARE CONFIGURATION**  
**FOR**  
**ALTERNATE PUBLIC DEFENDER CASE MANAGEMENT SYSTEM**

[ ] 2022

## **ATTACHMENT A.2**

### **SOFTWARE CONFIGURATION**

The proposed Solution includes the following platform and supporting software products/apps:

#### ***Salesforce***

Overview: Salesforce is the industry leading customer relationship management (CRM) engagement center solution that provides a 360-degree view of the client. It will provide the County staff with the resources they need to deliver superior client experiences and to facilitate internal and external business processes focused on case management.

Use In County's Solution: Salesforce will function as the primary platform on which all case management functionality will be built.

#### ***Box***

Overview: Box is a cloud content management solution that can be used to securely share content with internal and external parties. The Box + Salesforce integration offers County users a seamless way to find and access case related information. Box also allows County users to create personal workspaces and designate content to be stored locally on the users' machine for offline access.

Use In County's Solution: Box will integrate with Salesforce to surface case-related content to the end user. It will contain both new cases as well as legacy case information from PDRS.

#### ***ImageTrust***

Overview: ImageTrust is scanning software that can be used to scan and upload content (including relevant metadata) to Box in one step. For high volume scanning, Batch Capture can be used to scan and add metadata to content for easy searching by the end user in Box.

Use In County's Solution: ImageTrust will be used to scan case documents and then route documents to the appropriate case folder automatically.

#### ***LinkPoint***

Overview: LinkPoint Connect streamlines data access with an instant view of Salesforce data in Outlook. Record emails, create new contacts, and sync content to Salesforce from Outlook. Office 365, IMAP, POP3, Citrix, Terminal Services and Partner Communities supported.

- View contact, lead, opportunity, and case data from Salesforce within Outlook
- Record inbound/outbound emails to Salesforce

LinkPoint Connect is the #1 app for Outlook and Exchange integration to Salesforce. Users experience increased productivity and efficiency with features designed for ease of use and Salesforce adoption.

Use In County's Solution: Integrates Outlook to Salesforce and allows County to view Salesforce Case information in Outlook.

#### ***Pulsar***

Overview: Pulsar is a complete end-to-end offline solution for the Salesforce platform. The power of

the solution is two fold: It scales easily to sync millions of records for offline access and it can run validation rules, triggers, default values, formula fields and many more of the complex functionality Salesforce platform offers. It also offers APIs, so the County can write HTML apps to run with Pulsar using the offline data (offline equivalent of VisualForce pages).

Use In County's Solution: Provides off-line capabilities.

### ***DrawLoop***

Overview: Quickly and easily create richly formatted documents in Salesforce by merging data with Word, Excel, PowerPoint or PDF document templates.

- Easy: Automate the creation of richly formatted documents in Word, Excel, PowerPoint, Visualforce pages and PDF directly from Salesforce with just a click.
- Integrated: Customize the document creation process using data from Salesforce or other external sources. Integrate and deliver your documents via third-party applications.
- Accurate: Ensure consistency and accuracy in all business documents and reporting while empowering business users to quickly and easily create high-quality customer communications.

Use In County's Solution: DrawLoop can be used to generate in document generation and custom-tailored reports.



**ATTACHMENT A.3**  
**INFORMATION SECURITY REQUIREMENTS**  
**FOR**  
**ALTERNATE PUBLIC DEFENDER CASE MANAGEMENT SYSTEM**

[\_\_\_\_\_] 2022

### ATTACHMENT A.3

## INFORMATION SECURITY 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 Information Security and Privacy Requirements Exhibit (“Exhibit”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

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

### 1. DEFINITIONS

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

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

## INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;

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

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

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

The Contractor's Privacy Program shall include:

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

## 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.

## 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.

## 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.

## 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 (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.



- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## CONTRACTOR EMPLOYEES

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

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

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

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

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

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

## SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms

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

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

## **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.

## **RETURN OR DESTRUCTION OF COUNTY INFORMATION**

Contractor shall upon written notice from the County either return or destroy (as defined under NIST 800-88 standards) County's Information from its systems, except where it is technologically impracticable to do so and confirm the same upon completion. Each party may retain a copy of the other party's Confidential Information as part of its standard backup procedures and for archival purposes.

## **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.

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

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures

consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

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

## **ACCESS CONTROL**

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

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

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

## **SECURITY AND PRIVACY INCIDENTS**

In the event of a Security or Privacy Incident affecting County Information in the possession, and resulting from the acts or omissions, of the Contractor, 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 forty-eight (48) hours of confirmation of the Incident. All notifications shall be submitted via encrypted email and telephone.

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

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

**Acting Chief Information Security Officer:**

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

**Chief Privacy Officer:**

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

**Departmental Information Security Officer:**

Name  
Departmental Information Security Officer  
Address  
City, State Zip  
Telephone  
Email address

- b. Include the following Information in all notices to the extent known to Contractor at the time of notice:
  - i. The date and time of discovery of the Incident,

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

#### **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.

#### **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. Contractor agrees to comply with all reasonable agreed-upon recommendations that result from such inspections, tests, and audits; the cost, expense and allocation of which shall be agreed upon by the parties.

- 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 to the extent Contractor is storing or processing County Information within its systems 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 as it pertains solely to the Services provided to the County and to the extent Contractor is storing County information within its systems. In responding to such written audit questions, Contractor is not required to provide access to information or data not directly related to the Services provided by Contractor to County or to Contractor's confidential information as it relates to its information security or data privacy program, as determined in Contractor's sole discretion. The County shall not have access to information about: (i) Contractor's other clients; (ii) Contractor's Affiliates that do not provide Services to County; or (iii) accounting or financial information. The County may discuss its findings with Contractor and, if appropriate, the parties will agree on a plan to address concerns identified in the audit. 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 written notice (of at least 30 days), 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, and policy 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.

## CYBER LIABILITY INSURANCE

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

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$10 million per claim and in the aggregate** during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## PRIVACY AND SECURITY INDEMNIFICATION

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

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

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

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

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** Except as otherwise set forth in this Agreement, including without limitation the provisions of Exhibit L, in the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

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

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

Except as otherwise set forth in this Agreement, including without limitation the provisions of Exhibit L, in the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

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

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

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

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.



- e. **Data Center Audit and Certification:** For the systems that store County Information, the Contractor agrees to conduct a SOC 2, Type 2 audit of its internal controls for security, Availability, processing Integrity, Confidentiality, and privacy annually. The Contractor shall have a process for correcting control deficiencies that have been identified in the SOC 2, Type 2 audit, including follow up documentation providing evidence of such corrections. The results of the SOC 2, Type 2 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 (30) Days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current SOC 2, Type 2 audit certification upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
  - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
  - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
  - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
  - iv. Such other activities upon which the Parties may reasonably agree.

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

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

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

### ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor shall manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as “County Source Code”) shall be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County’s private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.



**ATTACHMENT A.4**  
**COMPLIANCE WITH ENCRYPTION REQUIREMENTS**  
**FOR**  
**ALTERNATE PUBLIC DEFENDER CASE MANAGEMENT SYSTEM**

[\_\_\_\_\_] 2022

**ATTACHMENT A.4****COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

Contractor shall provide information about its encryption practices by completing this Attachment B.4. By signing this Attachment B.4, Contractor certifies that it shall be in compliance with the Los Angeles County Board of Supervisors Policy 5.200 (Contractor Protection of Electronic County Information) upon the Effective Date and during the term of the Agreement.

| COMPLIANCE QUESTIONS  |                          |                          | DOCUMENTATION AVAILABLE  |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
|   | YES                      | NO                       | YES                      | NO                       |
| 1) Will County data stored on your workstation(s) be encrypted?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Will County data stored on your laptop(s) be encrypted?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3) Will County data stored on removable media be encrypted?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4) Will County data be encrypted when transmitted?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6) Will County data be stored on remote servers*?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

*\*cloud storage, Software-as-a-Service or SaaS*

---

 Official's Name

---

 Official's Title

---

 Official's Signature



**ATTACHMENT A.5**  
**DELIVERABLE ACCEPTANCE DOCUMENT**

[\_\_\_\_\_] 2022

**ATTACHMENT A.5**  
**DELIVERABLE ACCEPTANCE DOCUMENT**

**PROJECT NAME:** XXX

**DELIVERABLES TITLE:**

**INVOICE AMOUNT:**

**ACTUAL START DATE:** XX/XX/202X

**ACTUAL END DATE:** XX/XX/202X

**DESCRIPTION OF WORK EFFORT:**

1. Xx
2. Xx
3. Xx
- 4.

**DESCRIPTION OF COMPLETED DELIVERABLE/MILESTONE:**

Xx

**ACCEPTANCE CRITERIA:**

1. Xx
2. Xx
3. Xx

\_\_\_\_\_ APPROVED

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**REASON FOR REJECTION**



**ATTACHMENT A.6**  
**SOLUTION METHODOLOGY**  
**FOR**  
**LOS ANGELES COUNTY ALTERNATE PUBLIC DEFENDER**  
**CASE MANAGEMENT SYSTEM**

[\_\_\_\_] 2022



## TABLE OF CONTENTS

|   |          |
|---|----------|
| <b>ATTACHMENT A.6 SOLUTION METHODOLOGY .....</b>                          | <b>3</b> |
| 1. Methodology – Overview .....   | 3        |
| 2. System Design and Development.....                                     | 3        |
| 2.1 Sapiient Project Management Methodology.....                          | 3        |
| 2.2 Requirements Validation .....   | 4        |
| 2.3 Application Design and Development.....                               | 5        |
| 2.4 Test Plan and Execution.....  | 5        |
| 2.5 Readiness Document and Implementation.....                            | 6        |
| 2.6 Administrator User Guide and Knowledge Transfer .....                 | 7        |
| 2.7 Develop and deliver training materials to County Administrators ..... | 7        |
| 2.8 Additional Resources – On-Line and Web-Based Training Tools .....     | 7        |
| 2.9 Salesforce Training & Documentation Resources.....                    | 7        |
| 2.10 Salesforce Help & Training Portal.....                               | 7        |
| 2.11 Salesforce Printable Tip Sheets & User Guides.....                   | 8        |
| 2.12 Additional Salesforce Training .....                                 | 8        |
| 3. Data Conversion .....  | 8        |
| 4. Testing.....   | 11       |
| 4.1 Testing Management.....   | 11       |
| 5. Knowledge Transfer / Training .....                                    | 16       |
| 5.1 Knowledge Transfer / Training for Internal Users .....                | 16       |
| 5.2 Overview of Sapiient’s Training Approach .....                        | 16       |
| 6. Implementation .....   | 17       |
| 6.1 Disaster Recovery .....   | 17       |
| 6.2 Interface Management .....  | 18       |
| 6.3 Requirements Management .....   | 20       |
| 7. Risk Management.....   | 21       |
| 8. Production Support and Transition.....                                 | 21       |
| 9. Deliverables and Acceptance Process Response .....                     | 22       |

## **ATTACHMENT A.6**

### **SOLUTION METHODOLOGY**

#### **1. METHODOLOGY – OVERVIEW**

This Attachment A.6 (Solution Methodology) describes the processes and tools (“Methodology”) to be utilized during provision of a set of services to be provided by Sapiient Corporation (“Sapiient” or “Contractor”) on behalf of the Los Angeles County Alternate Public Defender (“Client” or “County”). This Methodology and any attachments hereto are subject to the terms and conditions of the Agreement between County and Contractor for a County Case Management System.

#### **2. SYSTEM DESIGN AND DEVELOPMENT**

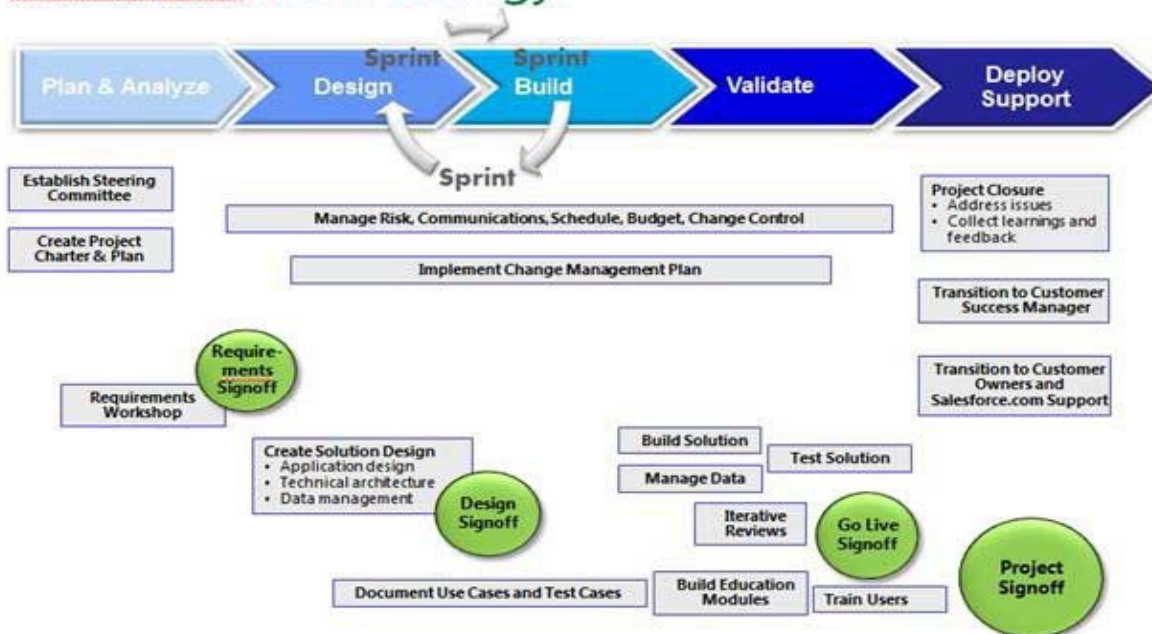
Sapiient follows a comprehensive approach to system design, development and customization. Below is our approach to project delivery from beginning to end. This approach should be considered a living document meaning that, as appropriate we can add additional steps as required by the County if necessary. Sapiient shall comply with Exhibit A (Statement of Work).

##### **2.1 Sapiient Project Management Methodology**

Sapiient’s project methodology is a Salesforce-tailored hybrid Agile methodology that enables efficient and high quality delivery of all its projects. This approach drives a high level of transparency and enables client collaboration to ensure delivery of the right product, at the right time, with the right budget, and right quality.

This is a highly collaborative process which enables clients to offer feedback early and often throughout projects. Leveraging traditional analysis and requirements, followed by iterative design, development and test, Sapiient’s solution and project management methodology allows clients to review the application and provide input for remediation early in the process and emphasizes early delivery of features and functions with high business value.

#### **ValuePath Methodology**



Sapient keeps projects on schedule and clients engaged utilizing the following tools:

- Requirements Gap Analysis: At the conclusion of the analysis phase after all requirements are defined, Sapient performs a Gap Analysis to ensure the project is on track for schedule, scope and budget. Any deviations are reviewed and discussed with LA County leadership at this early stage in the project.
- Recurring Stand-ups: These short, frequent project team meetings with County representatives are designed to cover what progress has been made, key short-term goals and what is needed from the County.
- Weekly Status Reports: Status reports share the project accomplishments for the week with deliverable level status, action items and key upcoming goals.
- Collaboration tools and Requirements Management: LA County representatives will be provided access to shared project repositories and tools such as Confluence and Jira to view real-time project progress, requirement-level status and to collaborate on requirements definition and testing.
- 
- Project Steering Committee Meetings: These meetings, either pre-scheduled or pulled together on demand, bring Sapient and County leadership together to discuss progress at an executive level and make changes or set direction as required.

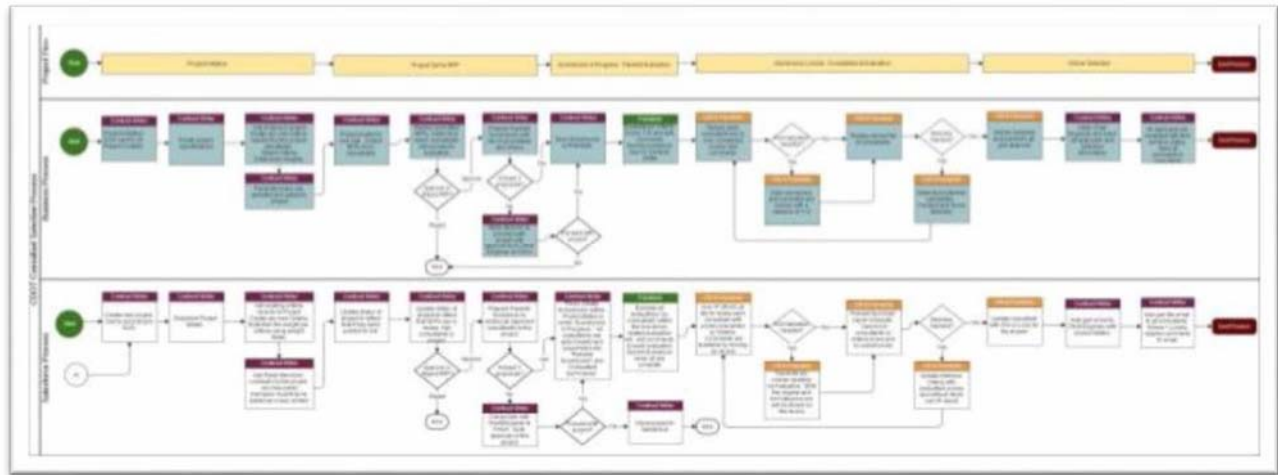
## 2.2 Requirements Validation

Sapient's approach to requirements definition involves conducting "face-to-face" working sessions with both technical and business resources from both our collective teams. The Sapient Team will lead joint collaborative sessions with Alternate Public Defender to review and confirm the collective understanding. Skilled business analysts will lead discussions to discover and define business needs and requirements, to uncover issues and requirements that may not have been considered.

Once the interactive sessions are complete, the Sapient Team will document the updated requirements in an easily digestible format for review by the Alternate Public Defender. Each requirement will include business need, category, and priority. Additionally, a gap analysis will be performed to identify any differences between the project's scope as described in the SOW and the identified requirements.



Requirements Workshop



## Business Process Review

|  |                              |  |
|--|------------------------------|--|
| <b>Requirement Detail</b>                |                              | <input type="button" value="Confirm"/> <input type="button" value="Accept"/> <input type="button" value="Create New Bug"/> |
| Name  Create RLCV directly in Salesforce | Owner  Allan Bailey          |  |
| Id  17379                                | Project  DIR - Case Mgmt     |  |
| Priority  Medium                         | Iteration  DIR 3 Development |  |
| Status  Completed                        | Target Date  9/26/2014       |  |
| Estimated LOE  40.00                     | Scope Compliance  In Scope   |  |
| Change Control  Original Scope           | Type                         |  |
| Work Remaining  0.0                      |                              |  |

|   |   |
|---|---|
| <b>Description</b>  |   |
| Functional Description  | As a BOFE Deputy, I can create a RLCV directly in Salesforce so that a case is created or updated |
| Technical Specifications  | F0104 - F0116   |
| Copy from 17377   |   |
| Using the BOFE1 Form (Labeled as Bureau of Field Enforcement Report of Labor Law Violation), add all relevant fields needed to collect information related to the form. Create Page Layouts to take base information. Create any VisualFlow and VisualForce Pages to assist users in collecting information.  |   |
| VisualFlow will be based on the Intake Process, Validation Rules as specified in the Required Fields Requirement, and "Paper Form Section" as it is the most logical first step in guiding the user through the process.  |   |
| Tasks:  |   |
| <ol style="list-style-type: none"> <li>1. Add Fields from BOFE1 form to Report of Labor Code Violation, Case, Address, and Account objects based on ERD logic. (High) (Complete)</li> <li>2. Create visual flow to guide entry of data (High) (Complete)</li> <li>3. Create base Page Layout with logical separation of data on the RLCV object (Medium) (Complete)</li> <li>4. Create any VisualForce Components to assist in collection (Medium) (None Identified)</li> <li>5. Create APEX Classes to create all corresponding records in order of execution as specified in the intake process diagram for proper relation of records and data</li> <li>6. Create Form Assembly Forms for Public Entry of BOFE1 Form (Low / Awaiting Approval / Iteration 3 or 4)</li> </ol> |   |
| Testing Procedure  1. System Test.  |   |
| <ul style="list-style-type: none"> <li>- Log into salesforce.</li> <li>- Click "Create new" on RLCV.</li> <li>- Fill in required fields.</li> <li>- Click save to save record.</li> <li>- Confirm that record is saved and RLCV is available.</li> </ul>  |   |

## 2.3 Application Design and Development

Develop Salesforce application that meets requirements for the County.

## 2.4 Test Plan and Execution

Develop Test Plan including Test Cases. Execute testing functions per specification in Test Plan.

Sapient employs a comprehensive test strategy, the V-Model, which leverages industry standard testing methodology that includes unit testing, system testing, integration testing, and user acceptance testing.

This model validates that testing coverage is provided at each progressive stage of quality assurance.

Shown below, the V-Model ensures full coverage from the lowest level, up to business user acceptance testing. Acceptance Criteria, Bug Tracking and other traceability is managed through Sapient's requirements management tools. Access to this data is granted through an application login.

The Sapiant Team’s method for testing is further described below. All of the following testing activities will be conducted iteratively throughout the development of the system and will be conducted and scheduled in accordance with the specific release schedule and sprint cadence agreed upon by the project team.

| TEST PHASE             | CONDUCTED BY                      | DESCRIPTION  |
|------------------------|-----------------------------------|--|
| Unit Test              | Developers                        | Unit Testing is the first test phase and is conducted by the developers. All configurations including screen layout, data validations, workflows, and email notifications are tested. Also custom code (including Apex) is tested using test classes to verify proper code coverage.   |
| System Test            | Developers and Testers            | System Testing verifies that the application is fully integrated and functioning as outlined in the design specification document and requirements traceability matrix. System testing is focused on validating that the whole system works together and is the final testing done by the Sapiant Team before a release is determined to be ready for Integration Testing or User Acceptance Test System testing validates that a release is ultimately ready for user acceptance testing, and will be performed by the Sapiant Team tester and in the identified sandbox. |
| Sprint Acceptance Test | Product Owner and designated SMEs | Sprint acceptance testing occurs iteratively throughout the project and allows key business stakeholders to interact with the solution while it is in progress and provide feedback prior to a final UAT. This allows for changes, issues, and unknown needs to be identified early and often, and reduces risk to the overall project schedule and budget.  |
| User Acceptance Test   | User Acceptance Testers           | UAT is a client-driven test that will be supported by the Sapiant Team. The Sapiant Team Tester will support user acceptance testing in partnership with the client and provide the client guidance to help coordinate the logistics of UAT. The Sapiant Team will review client developed test scripts fix any defects logged in the requirementsmanagementsystem   |

## 2.5 Readiness Document and Implementation

Prepare summary information regarding the current status of the system and the project and provides decision makers with the information necessary to make a “Go/No Go” decision. It must include a checklist listing all work products, acceptance test results, other indicators of success measures and deliverable acceptance. Perform production implementation of Complaint Tracking System.

Sapiant provides a comprehensive Deployment Readiness Document that will be reviewed and approved by the County before a Go/No Go decision is made.

Some of the elements of the Deployment Readiness Document may include:

- Apex Classes and Components
- VF Pages
- Triggers
- Objects/Fields
- Installed Packages

- Custom Tabs
- Workflows
- Reports
- Profiles
- Security
- Integrations
- Deliverable Acceptance
- Test Results
- UAT
- And others.

## **2.6 Administrator User Guide and Knowledge Transfer**

Prepare Administrator Guide(s) to document support of the production environment including specific support requirements relative to the unique configuration of the design. Provide technical staff mentoring and knowledge transfer related to the development and design.

## **2.7 Develop and deliver training materials to County Administrators.**

Successful transfer of knowledge and appropriate training on the use of the solution is critical to adoption of the new solution. Sapient will deliver training materials, configuration guides, and user manuals to enable the County Administrators to successfully deliver training to the following groups:

- End Users;
- Administrators/Super Users.

Upon completion, Administrators will be trained on the customized Salesforce solution and will be capable of delivering successful end-user training. As a best practice, Sapient recommends that key End Users and the Administrators participate in the project from the earliest point possible.

## **2.8 Additional Resources – On-Line and Web-Based Training Tools**

Salesforce offers a “Help & Training” link at the top of every page that opens the Salesforce Help & Training offering in a new tab. Here, users can access on-line help topics, solutions, and recommended Salesforce training classes, many of which are offered at no cost as part of your Salesforce user licenses. The “Help for this Page” link on any page opens a context-sensitive, on-line help topic that describes that page. Salesforce also publishes printable documentation, including tip sheets, user guides, and other resources, to help improve user success with Salesforce-based applications.

In addition to these on-line tools, Salesforce User Groups, created by seasoned Salesforce users, are excellent, free-of-charge forums to network, share ideas, and learn from others’ experiences, successes and failures.

## **2.9 Salesforce Training & Documentation Resources**

Salesforce incorporates the following training resources and best practices as part of the proposed subscription service as well as additional Salesforce instructor-led training that is available for an additional cost.

## **2.10 Salesforce Help & Training Portal**

Salesforce provides an intuitive help and training portal which brings together a rich set of resources that would give the County a centralized way to help solve problems quickly and easily. Salesforce also provides context-sensitive help icons throughout the application screens to make it easier for users to get



unique help without searching. It is notable that we don't provide large, offline help manuals but rather, all our help is online so we assure that online help is extremely thorough and effective for usability.

The Help site:

- Is fully customizable – You can personalize Help to meet your specific needs, customizing the gadget layout to show what is important to you (i.e., County)
- Allows users to get the right answers, fast – Knowledgebase is more intelligent and comprehensive than ever (Auto Suggestion of Search Terms, Expanded Knowledge Repository [Help Docs, Solutions, FAQs, Training, Best Practices], and Refinement by Dimension)
- Provides chat – New engagement Channel gives customers the ability to chat with the Salesforce support team in real time
- Has easy case management – Opening and reviewing cases is easier than ever  
Makes your administrator's life easier – Administrators gain insight with enhanced reporting on cases and organization information

## 2.11 Salesforce Printable Tip Sheets & User Guides

In addition to online help, salesforce.com publishes printable documentation to help you be successful with Salesforce. These documents include tip sheets, user guides, and other resources that describe the features and capabilities of Salesforce. These documents are available as Adobe® PDF files. Adobe Reader® is required to open PDF files; to download the latest version of Reader, go to [www.adobe.com/products/acrobat/readstep2.html](http://www.adobe.com/products/acrobat/readstep2.html).

[https://help.salesforce.com/apex/HTViewHelpDoc?id=quicktour\\_tips.htm&language=en](https://help.salesforce.com/apex/HTViewHelpDoc?id=quicktour_tips.htm&language=en)

Here is a link to one of numerous publications – How to be Successful with Salesforce:

<https://na1.salesforce.com/help/doc/en/sf.pdf>

## 2.12 Additional Salesforce Training

Should the County desire instructor-led training, for an additional cost, Salesforce offers a number of instructor-led courses tailored for user types. More information is provided at [http://www.salesforce.com/services-training/training\\_certification/training.jsp](http://www.salesforce.com/services-training/training_certification/training.jsp).

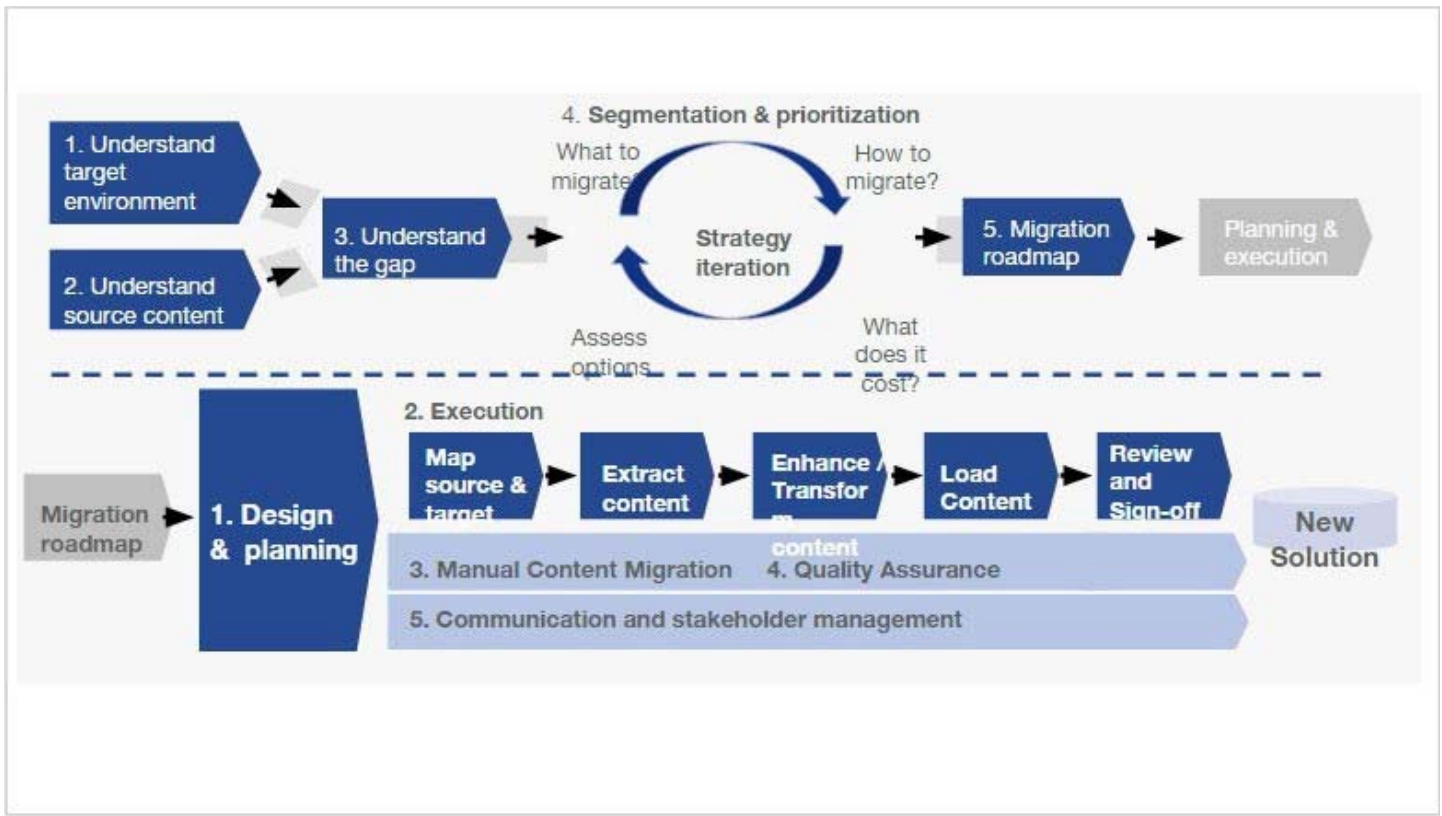
## 3. DATA CONVERSION

Sapient will provide a comprehensive Data Conversion Plan that will comply with Exhibit A (Statement of Work).

As part of the process, Sapient will work with the County to identify which data will be converted. Once we identify which objects you wish to migrate, we will create templates for the data; create one template for each object, for example, in an Excel worksheet. Then we will identify the required fields for each object. In addition to the required fields for each standard object, there may be additional required fields such as those needed to follow business rules, or legacy ID fields. We will identify any ordering dependencies.

Objects may have mandatory relationships; for example, all accounts have an owner, and all opportunities are associated with an account. The dependencies in these relationships dictate the order of data conversion. For Salesforce data, for example, you should load users first, then accounts, then related objects such as Cases. To identify dependencies, review the related lists and lookup fields in the page layout of the given object, and IDs (foreign keys) in the database. Populate the templates. It is important to clean your data before populating the template, and then review the data in the templates. Once this is done, we can migrate the data. We will create custom fields to store legacy ID information (optionally, give the custom field the External ID attribute so it will be indexed). This will help maintain relationships,

and help you build custom reports for validation. At this point, we will load one record and check the results, then load all records. Finally, we will validate the data and re-migrate or update data as needed.



### Data Migration Approach

In order to successfully migrate data from other systems, we need to follow different steps to ensure that the data migration is successful.

### Methodologies

There are multiple methods to accomplish this:

- Phase 1 – Perform a test import
- The benefit to this approach is to do an import for about 100 records and observe the obstacles and errors that result from the import
- Document all obstacles and errors for monitoring during the actual import
- Correct any data errors, and perform an import
- Test and verify import
- Phase 2 – Perform actual import
- Prepare data for import and verify all the obstacles and errors during test import have been addressed
- Once import is done, verify import for data accuracy

### How to Prepare

Regardless of how complex or simple the data model is, the best way to prepare for data migration effort is to build a template with field mappings. Below is an example of the case template with a few fields.



Sapient ensures that all custom fields are part of the template as well.

| Owner ID | Account ID | Case Number | Date Case Opened | Subject | Type | Status | Reason | Origin |
|----------|------------|-------------|------------------|---------|------|--------|--------|--------|
|          |            |             |                  |         |      |        |        |        |

### Preparing our Clients for Data Migration

Sapient believes that it is extremely important for customer to have proper instructions on how to populate the templates you give them. Below are some key points regarding how we help our clients prepare for data migration

- If there are multiple object record type files, provide a template for each record type. Highlight the fields that are important and have specific instructions. For example, when you have a separate Account and Contact file, highlight the Account name field and let them know that the Account names have to match in each file. This is important as you will need to import accounts and then match contacts by account name to have the account id populated in the contact file. Parent account setup will include more complexity
- Email addresses and Date fields need to be verified. If the fields in the excel files are not formatted right, the import will fail with errors.
- Ensure that correct data is in the relevant fields. Email address in the phone field or in customer name field does not ensure data integrity

### Data Cleansing

Following the County's export of existing data from the Access Databases, Sapient will work together with County personnel to cleanse, deduplicate and standardize the data within Salesforce using DemandTools. This collaborative effort will be thorough so that County personnel will be knowledgeable enough in this process to continue managing it on their own through production, with Sapient team members available as mentors. At this stage, the exported data file column names will be renamed to match Salesforce field names, using the defined data mapping process, which is described below.

### Data Mapping and File Review

#### Data Mapping

Data mapping is a crucial piece to data migration. It is extremely important to make sure that the mapping is done correctly; especially when there are a large amount of fields that are being mapped.

Data types also need to be considered when designing the solution. For example, if you have designed a date field as a text field, and then you find out that you need to perform data calculations, you will have an issue as you cannot perform a data calculation on a text field. It is imperative that the data types match when you are mapping fields.

### Importing Attachments

Importing attachments is a huge task. There are two things that makes this effort extremely challenging. One, is getting all the attachments identified so that the attachments are associated with the correct records in Salesforce.

Second, is getting the folder structure well organized so that the file paths can be correctly specified in the CSV file for import. Although there are complexities with importing attachments, Sapient has a wealth of experience in this arena. Below you will see how we approach and prepare the attachment file.

How to Prepare the Attachment Import File The CSV file needs to have the following fields:

- ParentId – ID of the record to which the attachment should be associated
- Name – Name of the attachment (Including extension)
- ContentType – Format of the extension (e.g. .xls, .pdf, etc.)
- OwnerID – ID for the owner of the attachment
- Body File path to the local drive where documents are stored (C:\documents and settings\user\desktop\attachments\file.xls)

If Sapien has attachments that belong to Accounts, Contacts, Cases, etc., they all have to be properly identified so that you can get the record IDs for each account, each contact, and each case.

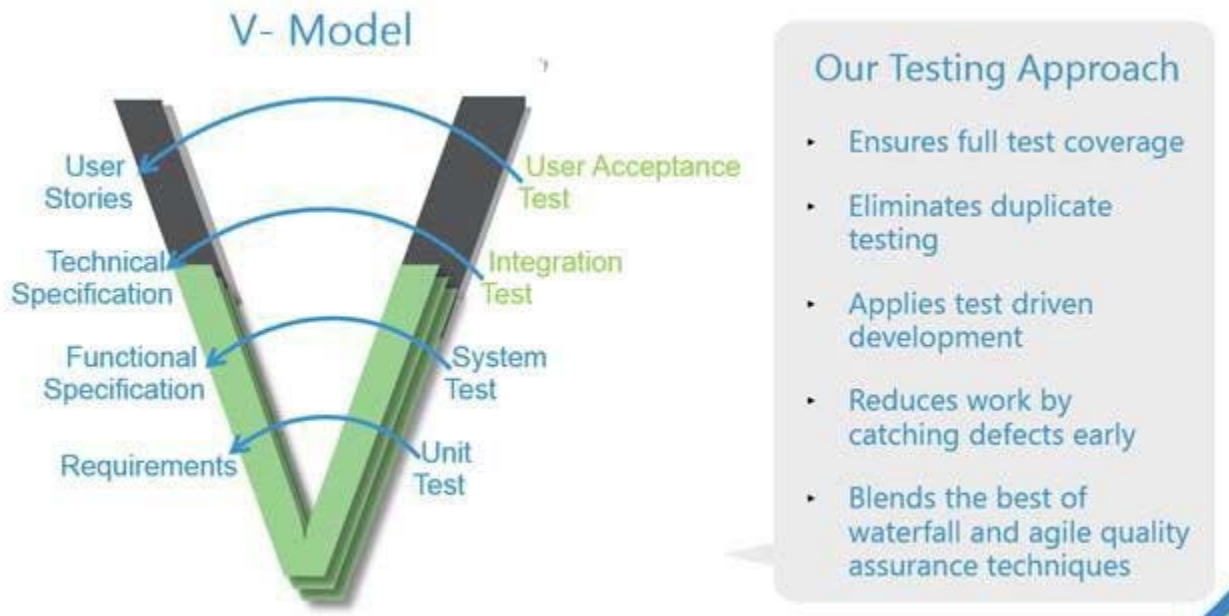
Sapien will create multiple CSV files by each record type, and then populate each column with the correct IDs, file paths, document names and document types. Then use data loader to import these documents into Salesforce. Here is what your CSV will need to look like.

| Parent ID           | Name            | Content Type | Owner ID        | Body                               |
|---------------------|-----------------|--------------|-----------------|------------------------------------|
| 500300000000VDowAAG | attachment1.jpg | jpg          | 0051400000BlIRs | C:\Import\account\attachment1.gif  |
| 701300000000ZiHHAAY | attachment2.doc | docx         | 0051400000BlIRs | C:\Import\contact\attachment2.docx |

## 4. TESTING

### 4.1 Testing Management

Sapien will provide a comprehensive Testing Management Plan that will comply with Exhibit A (Statement of Work). Sapien leverages a test methodology called the V-Model. Shown below, the V-Model ensures full coverage from the lowest level, up to business user acceptance testing. Acceptance Criteria, Bug Tracking and other traceability is managed through Sapien's Project Force application built on the Salesforce platform.



### Sapient's V-Model Testing Approach

Each phase of testing is described below:

- Unit Testing – Test all configurations including Screen Layout, Data Validations, Workflows, Email Notifications. Also test any custom code using test classes.
- Integration Testing – Integration covers the system-to-system connections between Salesforce and external systems. Data mapping is confirmed and data updates and behavior is confirmed in the user interface. This is a collaborative test between Sapient and the owner of the external system.
- System Testing – Ensures requirements traceability and confirms all requirements are covered, testing string functionality together in a logical pattern (e.g., update a record picklist, which triggers a field change and sends an email). System Testing is generally completed after each iteration. Sapient will document the results of System Testing in SAT Reports. Once System testing is complete Sapient will conduct an Operation Readiness Review (ORR) to determine the readiness of the system, which will initiate UAT and secure County authorization to initiate operations.
- Sprint Acceptance Testing – Iterative requirement-level testing by key business users throughout the development phase to ensure quality and alignment at all stages of the project and reduce risk.
- User Acceptance Testing – This is a client-driven test guided by Sapient. The LA County team will create test scripts against scenarios and user stories, not requirements directly. Sapient can review the test scripts and/or provide a template as required. As a best practice, all bugs should be logged through the Sapient Project Force portal. Additionally, UAT resources should be identified early in the project and should allocate adequate time toward the project. UAT testing should be completed after each iteration. Sapient will provide realistic data and exposure of the system to all reasonably expected events. Upon the completion of UAT, Sapient will work with County to have this team conduct a Final Acceptance Review (FAR).

### Screen shot Sample Test Plan

## Test Case with System Test Plan Report

**Generated By:**

Vertiba

2/26/2016 7:51 PM

**Filtered By:**

Show: All test cases

Project Name contains XXX

**Sorted By:**

Project Name: Project Name - Sorted ascending

System Test Plan: Test Plan Name: System Test Plan: Test Plan Name - Sorted ascending

Test Scenario: Test Scenario - Sorted ascending

| Test Case Number  | Test Case: Test Case Name                | Test Case: Owner Name | Testing Status       | Test Result | Actual Results |
|---|--|-----------------------|----------------------|-------------|----------------|
| Project Name: XYZ - PatronForce (75 records)                          |  |                       |                      |             |                |
| System Test Plan: Test Plan Name: XYZ - System Test Plan (75 records) |  |                       |                      |             |                |
| Test Scenario: Authenticated website (15 records)                     |  |                       |                      |             |                |
| TC-00820  | How to Logout                            | Cristi Baboi          | Waiting to be tested | -           | -              |
| TC-00819  | How to Submit a New Case                 | Cristi Baboi          | Waiting to be tested | -           | -              |
| TC-00818  | Apply for Reduced Fare Application       | Cristi Baboi          | Waiting to be tested | -           | -              |
| TC-00817  | How to view xxx Ride/Sale History        | Cristi Baboi          | Waiting to be tested | -           | -              |
| TC-00816  | How to Hotlist a registered Patron xxx   | Cristi Baboi          | Waiting to be tested | -           | -              |
| TC-00815  | Adding an Agency Pass to an Existing xxx | Cristi Baboi          | Waiting to be tested | -           | -              |

### Sample Test Plan Screenshot

|  |  |              |                      |      |   |
|--|--|--------------|----------------------|------|---|
| TC-00814   | Adding a Regional Pass to an Existing xxx                                    | Cristi Baboi | Waiting to be tested | -    | -   |
| TC-00813   | Adding a Sepcific Dollar Value to an Existing xxx                            | Cristi Baboi | Waiting to be tested | -    | -   |
| TC-00812   | Purhcase 2 xxxs with 2 Products Each and add a Product to an Existing xxx    | Cristi Baboi | Waiting to be tested | -    | -   |
| TC-00811   | Purchase 1 xxx with 1 Product and Add a Product to an Existing xxx           | Cristi Baboi | Waiting to be tested | -    | -   |
| TC-00810   | Purchasing 2 xxxs with 1 Product Each  | Cristi Baboi | Waiting to be tested | -    | -   |
| TC-00809   | Purchasing a xxx with 2 New Products   | Cristi Baboi | Waiting to be tested | -    | -   |
| TC-00808   | Purchasing a xxx   | Cristi Baboi | Waiting to be tested | -    | -   |
| TC-00807   | How to register a Patron xxx   | Cristi Baboi | Waiting to be tested | -    | -   |
| TC-00806   | How to view/edit account information and view Case and Order history.        | Cristi Baboi | Waiting to be tested | -    | -   |
| Test Scenario: Hotlist a Patron xxx (6 records)                |  |              |                      |      |   |
| TC-00130   | Order Replacement - The user can order a replacement by pressing Add to cart | Cristi Baboi | Tested               | Pass | -   |
| TC-00129   | Order Replacement - The user can denie a replacement order by pressing No    | Cristi Baboi | Tested               | Pass | -   |
| TC-00128   | Cancel xxx - Hotlist a xxx by pressing the Yes button                        | Cristi Baboi | Tested               | Pass | -   |
| TC-00127   | Cancel xxx - Cancel hotlist by pressing the No button.                       | Cristi Baboi | Tested               | Pass | -   |
| TC-00126   | My xxxs - Report Lost or Stolen xxx functionality                            | Cristi Baboi | Tested               | Pass | -   |
| TC-00125   | My xxxs - Report Lost or Stolen xxx availability                             | Cristi Baboi | Tested               | Pass | -   |
| Test Scenario: Patron account registration process (7 records) |  |              |                      |      |   |
| TC-00105   | Email validation message.  | Cristi Baboi | Tested               | Pass | The validation message is not coherent for an end user.                             |
| TC-00104   | Positive - Mandatory fields are marked                                       | Cristi Baboi | Tested               | Pass | Mandatory fields are not visually marked.   |
| TC-00103   | Positive - registering with all fields filled in                             | Cristi Baboi | Tested               | Pass | -   |
| TC-00102   | Positive - registering with First/Last Name, Email and Phone                 | Cristi Baboi | Tested               | Pass | -   |
| TC-00101   | Positive - registering with First/Last Name and Email                        | Cristi Baboi | Tested               | Pass | -   |
| TC-00100   | Negative - First Name blank  | Cristi Baboi | Tested               | Pass | -   |
| TC-00099   | Negative - all field blank   | Cristi Baboi | Tested               | Pass | No feedback is provided to the user of what he needs to fill in before registering. |
| Test Scenario: Patron Login and Forgot Password (9 records)    |  |              |                      |      |   |
| TC-00114   | Positive - Forgot Password - password is reset                               | Cristi Baboi | Tested               | Pass | -   |
| TC-00113   | Positive - Forgot Password - reset email notification followup               | Cristi Baboi | Tested               | Pass | -   |
| TC-00112   | Positive - Forgot Password - reset email notification                        | Cristi Baboi | Tested               | Pass | -   |
| TC-00111   | Positive - Forgot Password - valid email                                     | Cristi Baboi | Tested               | Pass | -   |
| TC-00110   | Negative - Forgot Password - invalid email                                   | Cristi Baboi | Tested               | Pass | -   |
| TC-00109   | Positive - Log in with valid email/password field                            | Cristi Baboi | Tested               | Pass | -   |
| TC-00108   | Negative - Log in with invalid email/password field                          | Cristi Baboi | Tested               | Pass | -   |
| TC-00107   | Negative - Login with blank password field                                   | Cristi Baboi | Tested               | Pass | -   |

|   |                                      |              |        |      |   |
|---|--------------------------------------|--------------|--------|------|---|
| TC-00174  | Positive test - Forgot password      | Cristi Baboi | Tested | Pass | - |
| Test Scenario: Spanish translation (20 records) |                                      |              |        |      |   |
| TC-00206  | ES - Forgot Password pages           | Cristi Baboi | Tested | Fail | - |
| TC-00205  | ES - Registration pages              | Cristi Baboi | Tested | Fail | - |
| TC-00204  | ES - xxxholder Agreement page        | Cristi Baboi | Tested | Fail | - |
| TC-00203  | ES - FAQ page                        | Cristi Baboi | Tested | Fail | - |
| TC-00202  | ES - New Case pages                  | Cristi Baboi | Tested | Fail | - |
| TC-00201  | ES - Cart widget                     | Cristi Baboi | Tested | Fail | - |
| TC-00200  | ES - Change Password page            | Cristi Baboi | Tested | Fail | - |
| TC-00199  | ES - My Account page                 | Cristi Baboi | Tested | Fail | - |
| TC-00198  | ES - Vendor Locator page             | Cristi Baboi | Tested | Fail | - |
| TC-00197  | ES - View History page               | Cristi Baboi | Tested | Fail | - |
| TC-00196  | ES - Hotlist page                    | Cristi Baboi | Tested | Fail | - |
| TC-00195  | ES - Checkout page                   | Cristi Baboi | Tested | Fail | - |
| TC-00194  | ES - New xxx / Add Fare page         | Cristi Baboi | Tested | Fail | - |
| TC-00193  | ES - Register xxx page               | Cristi Baboi | Tested | Fail | - |
| TC-00192  | ES - My xxxs page                    | Cristi Baboi | Tested | Fail | - |
| TC-00191  | ES - Have a question? / Contact page | Cristi Baboi | Tested | Fail | - |
| TC-00190  | ES - Where to ride page              | Cristi Baboi | Tested | Fail | - |
| TC-00189  | ES - How to ride with Patron page    | Cristi Baboi | Tested | Fail | - |
| TC-00188  | ES - What's Patron page              | Cristi Baboi | Tested | Fail | - |
| TC-00187  | ES - Homepage                        | Cristi Baboi | Tested | Fail | - |
| Grand Totals (75 records)                       |                                      |              |        |      |   |

Review Cycles - Unless otherwise stated by County's Project Manager, project deliverables will be provided on a planned schedule that is reflected in the project schedule, and is validated through weekly reporting and routine reviews. The deliverable acceptance period will be defined in the project schedule, and is currently expected to complete within a reasonable turnaround time as agreed to by both parties of County's receipt of the deliverable. Whenever possible, the Sapient team encourages interactive and live reviews of deliverables so that feedback can both be actively received and acted upon, rather than the delays associated with a traditional review/refine/review process that is conducted offline or in an asynchronous manner.

Requirements Management and Traceability – Once approved, all requirements are loaded into Sapient's requirements management system with a status of "new." Requirements are managed within the tool and assigned to Sapient team resources to develop and test, as well as County resources for UAT. The real time status of each requirement is available as it moves through its own development lifecycle.

Iteration Planning and Scheduling Support – ProjectForce is leveraged for sprint planning and scheduling. Requirements are mapped to sprints and assigned to resources for completion.

### Iteration Summary



## 5. KNOWLEDGE TRANSFER / TRAINING

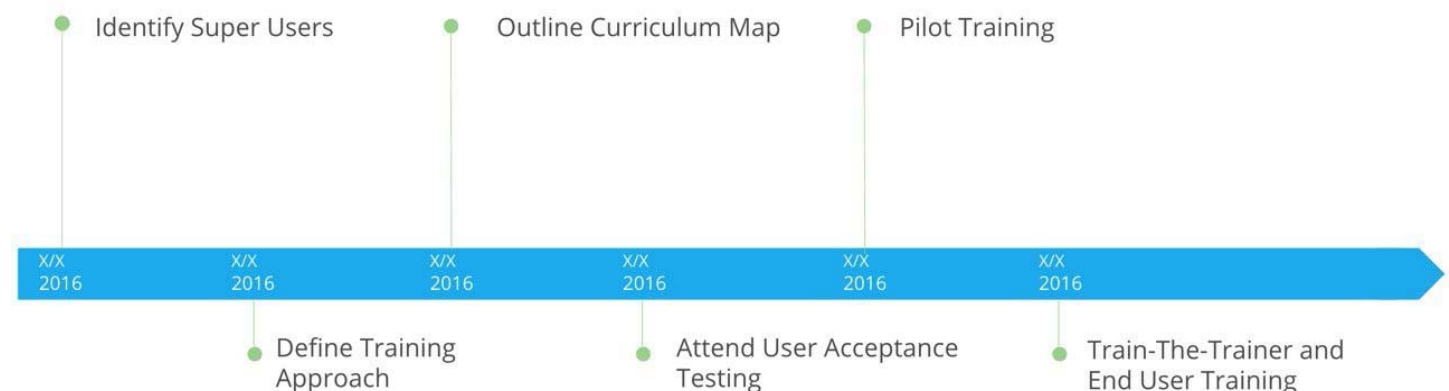
### 5.1 Knowledge Transfer / Training for Internal Users

Sapient will develop (in cooperation with the County) a comprehensive Knowledge Transfer and Training Plan that will comply with Exhibit A (Statement of Work). Sapient's approach to training the internal users will start at the beginning of the project. During the Analysis phase of the project, the Sapient Team will create an End-User Rollout Plan detailing the rollout methodology (i.e. phased or pilot approach), timing of rollout, post-go live support, and data conversion plan and schedule.

After the application is configured and developed Sapient will develop the Education and Curriculum Strategy. This training plan will include the types of sessions, such as end-user training, train the trainer, administrative and technical training for knowledge transfer, and business. The Education and Curriculum Strategy will also include the departments that need to be involved, training delivery methods (Sapient will recommend on-site), content outline as well as a high-level schedule.

Sapient will create custom training materials to address the unique needs of the County's business process. The materials delivered will be in the form of PowerPoint presentation for instructors. These training materials will include details around the administrative aspects of the solution and how to make small changes to processes as well as extend processes for idealscalability.

### 5.2 Overview of Sapient's Training Approach



#### Identify Super Users – During Analysis Phase

Sapient recommends two approaches to training. Sapient consultant led courses or client Super User led courses.

Our preference is to engage Super Users throughout a project to have them understand not just what is being built, but why and how it is being built. This engages them and opens a channel We start this with stakeholder interviews throughout an organization to gain a better understanding of the best way to train a new system. We invite our stakeholders to either become Super Users or identify Super Users from their teams. This becomes a group that receives demos and updates throughout a project.

When the time comes for end-user training, Sapient recommends a 'Train-The-Trainer' approach. However, if a client prefers Sapient led training sessions, then having support from a Super User during each session provides Sapient with a client resource to support business specific questions.

### Define Training Approach – During the Design Phase

Once we've completed our interviews, we will decide the best training approach for your organization. We would consider the following:

- Train-the-Trainer Model vs. Sapient Led Training
- Job Aids/Tip Sheets vs. User Guides
- Web-Based Training vs. Recorded Sessions
- We review our recommended approach with our Executive Sponsor and SuperUsers.

### Outline Curriculum Map – During Build Phase

Once a Solution Design has been agreed to, we would review an organization's current and to-be process with the Super Users and Executive Sponsor (we would likely loop in anyone that provided requirements as well). We take what we learn about these processes and review it against the Solution Design.

We compile all of this information into our Curriculum Map, which is an outline of the training modules we would intend to build including listed formats they would be available in.

The Curriculum Map can be thought of as a Training Outline. It intends to structure the training courses around the future processes. We do not begin curriculum development until the Curriculum Map has been approved.

### Attend User Acceptance Testing – During Validate Phase

Our curriculum development resource will typically attend User Acceptance Testing as a chance to learn the types of questions users ask. They will use this time to better understand end-users at an organization.

This will allow our resource to best understand how to prepare realistic training scenarios.

### Pilot Training – During Validate Phase

Once User Acceptance Testing ends we prefer doing a Pilot for our training materials. We've learned that UAT testers are usually focused on making sure the system works, rather than thinking about how the system will actually be used. Pilot Training is a chance for use to demo the training with our Super Users and Executive Sponsor. We will use the feedback to improve the training materials before end-user training.

### Train-The-Trainer (Optional) – During Deploy Phase

Once we're done remediating our training approach, we will be ready to start Train-the-Trainer. While the participants are typically our Super Users, we also open this up to other members of an organization for them to provide feedback and gain buy-in.

## **6. IMPLEMENTATION**

### **6.1 Disaster Recovery**

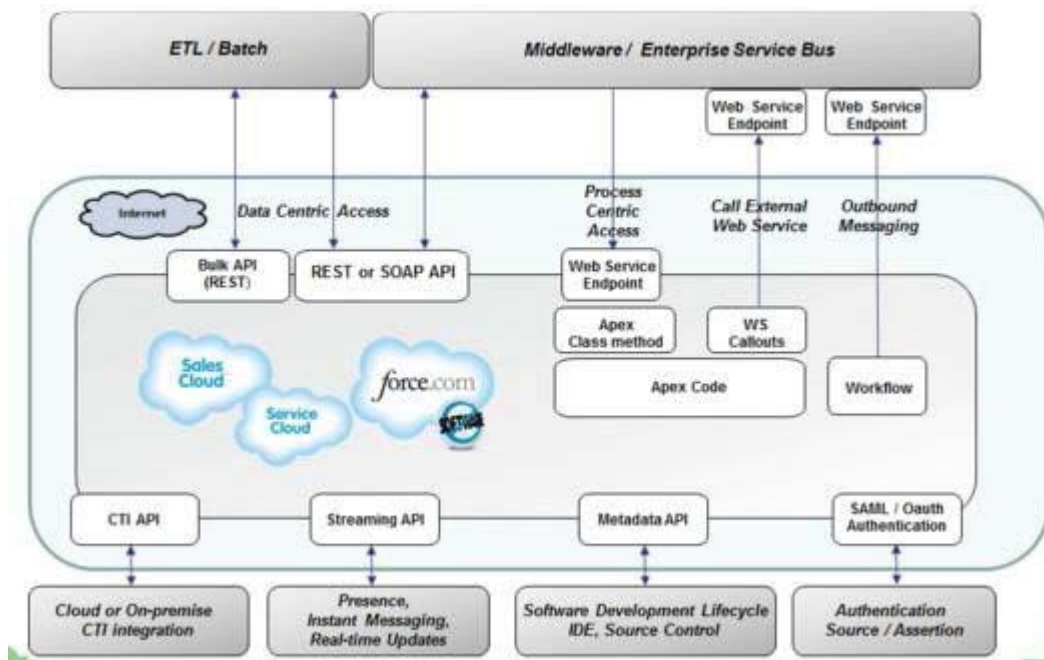
Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, backed up at the primary data center, and then cloned at an archive data center. Backups are performed daily at each data center facility without stopping access to the application. Backup cloning is transmitted over an encrypted network (our MPLS network across all data centers). Backups are retained for 90 days. Backups never physically leave our secure data center facilities, unless they are to be retired and destroyed through a secure destruction process. Sapient will provide Disaster Recovery that will comply with Exhibit A Statement of Work).



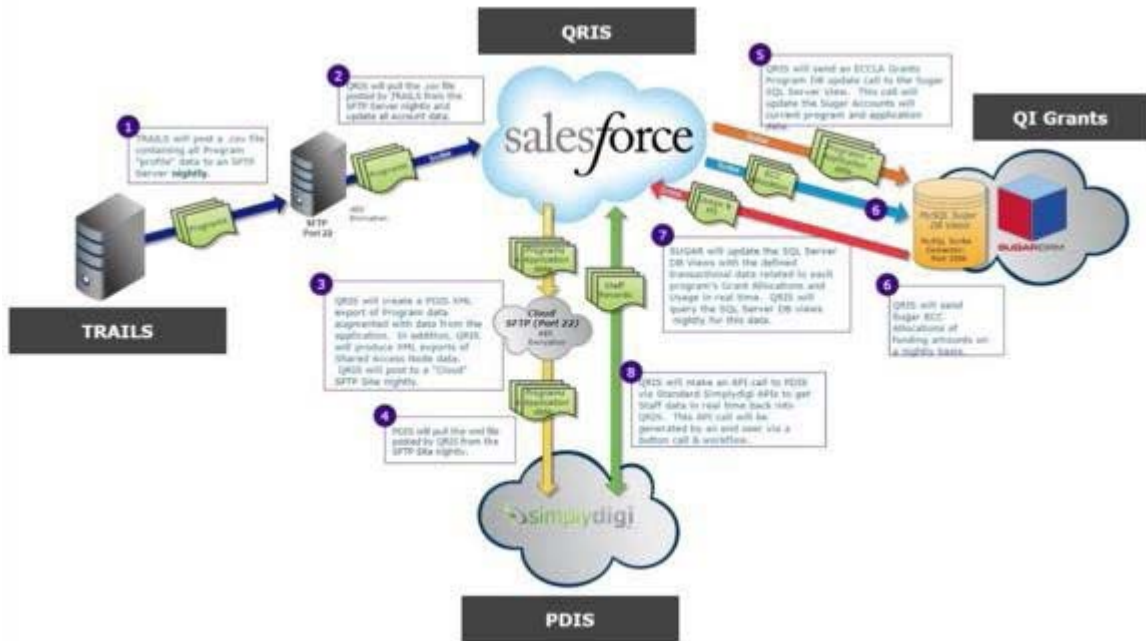
This paper further explains the technology that makes the Salesforce Force.com platform fast, scalable, and secure for any type of application: [https://developer.salesforce.com/page/Multi\\_Tenant\\_Architecture](https://developer.salesforce.com/page/Multi_Tenant_Architecture).

## 6.2 Interface Management

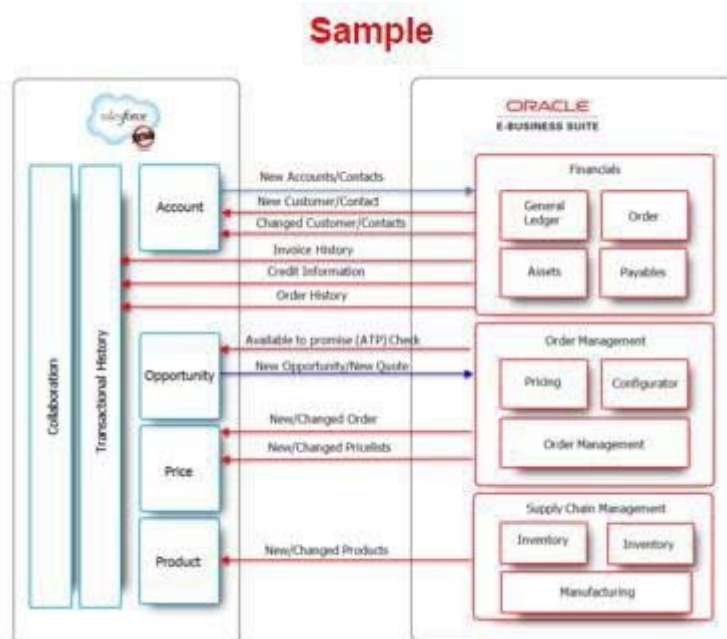
Sapient will develop a comprehensive Interface Management Plan that will comply with Exhibit A (Statement of Work) using the framework shown below. The platform supports different types of integration processes from very simple loading of customer data from flat files to real-time data synchronization of accounts between systems. The methods used can vary from real-time, or on-demand, requests using our web/rest services APIs, to the traditional 'Batch' bulk loading of large data sets, as well as the provisioning of the salesforce standard/custom metadata objects. A good example of using web services API is the use of SOA callouts.

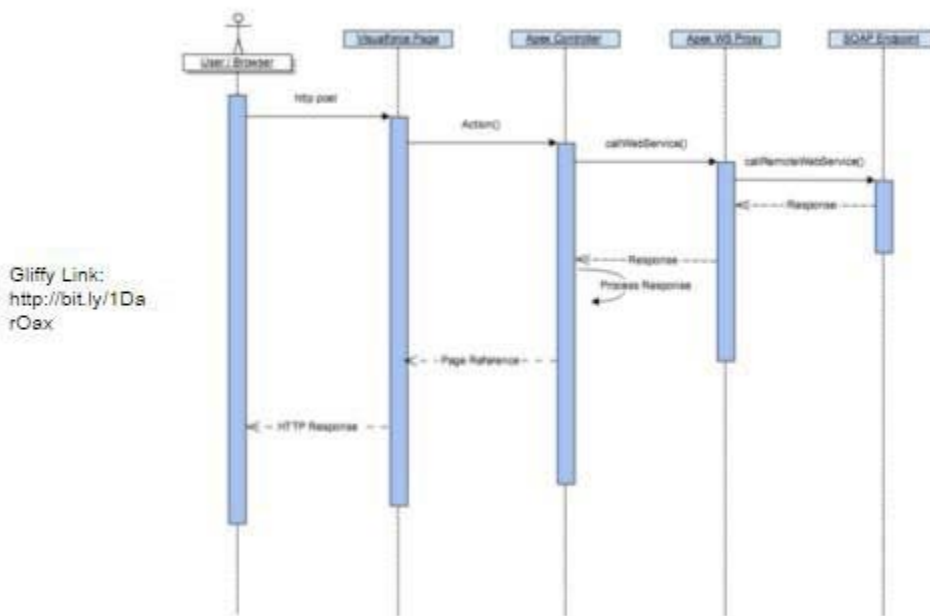


Integration Patterns



Integration Map



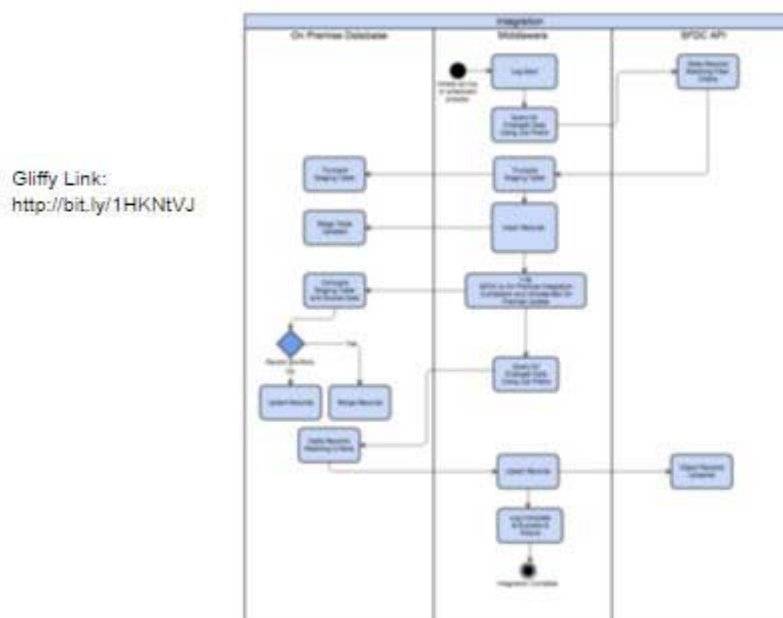


### 6.3 Requirements Management

Sapient will develop a comprehensive Requirements Management Plan that will comply with Exhibit A (Statement of Work).

Implementation. Requirements Management is handled in our Project Management tool

Requirements Management and Traceability – Once approved, all requirements are loaded into the system with a status of “new.” Requirements are managed and assigned to Sapient team resources to develop and test, as well as County resources for UAT and Sprint Acceptance testing. The real time status of each requirement is available as it moves through its own development lifecycle.



## Requirements View Example

Sprint Planning and Scheduling Support –Sapient’s requirements management tool is leveraged for iteration planning and scheduling. Requirements are mapped to iterations and assigned to resources for completion.

### 7. RISK MANAGEMENT

Sapient will develop a Risk Management Plan that will comply with Exhibit A (Statement of Work).

Risk management is an ongoing process throughout the full project lifecycle. As part of the initial project planning activities, a risk assessment will be completed and managed in our project management tool. The risk assessment will include identification of risks associated with the technical aspects of the product as well as organizational risk to delivery within the scope, schedule and costs for the project.

Risks will be prioritized based on a weighted matrix for probability of the risk occurring and the impact to project objectives. High priority risks require an active mitigation plan. All risks are tracked in ProjectForce, and are managed and viewed real time with controlled access to key project stakeholders.

Risks are reviewed on a regular basis and included in the weekly status reports.

|                      |   | 1 – Less likely to occur<br>3 – Likely to Occur<br>5 – Highly Likely to Occur | 1 – Low Impact<br>3 – Moderate Impact<br>5 – High Impact | Sort by:<br>Probability<br>X Impact |  |
|----------------------|---|---|--|-------------------------------------|--|
| RISK NAME            | DESCRIPTION   | PROBABILITY   | IMPACT   | PRIORITY                            | MITIGATION   |
| Data Access (SAMPLE) | IT Approval for access to source data for integration | 3   | 5  | 15                                  | Early involvement of IT in discussions on data sourcing<br><br>Identification of escalation path for approvals |

### 8. PRODUCTION SUPPORT AND TRANSITION

Sapient will provide a comprehensive Production Support and Transition Plan that will comply with Exhibit A (Statement of Work).

Sapient will provide Post Go Live support that will include the following:

- After Go Live, Sapient will provide support in compliance with Exhibit D (Service Level Agreement)
- Service will be provided on site or over the phone or via web conference. Requests that do not require Client involvement can be emailed.

## 9. DELIVERABLES AND ACCEPTANCE PROCESS RESPONSE

Each Deliverable shall:

- Each key deliverable will have an agreed upon Deliverable Expectation Document (“DED”) completed prior to the development of the deliverable as indicated in the table below.
- Address all components required by the Agreement and the requirements for that Deliverable, and any areas identified subsequently through meetings and planning sessions.
- Be in compliance with all format requirements described in the Agreement.
- Be comprehensive in level of detail.
- Be organized and professional.
- Be consistent in style and quality. If the document is the composite work of multiple people within Contractor’s organization, the document must be edited for style and consistency. Contractor shall certify in the cover letter that Contractor utilized the internal Deliverable review process as prescribed in the Contractor’s Quality Assurance Plan.
- Support the purpose for which the Deliverable was developed.



**ATTACHMENT A.7**  
**PROPOSAL FORMS**  
**FOR**  
**LOS ANGELES COUNTY ALTERNATE PUBLIC DEFENDER**  
**CASE MANAGEMENT SYSTEM**

[\_\_\_\_\_] 2022



***LOS ANGELES COUNTY PUBLIC  
DEFENDER  
CASE MANAGEMENT SYSTEM***

**RFPPDCMS-01**

***Disclaimer: Salesforce is an innovative cloud services provider with constantly evolving technology. We have made a good faith effort to provide you with responses to your request that are accurate as of the date of the response and within our knowledge. Because Salesforce procedures and policies change from time to time and Salesforce continues to innovate by providing each customer multiple major release upgrades each year, we cannot guarantee that the answers to your request will remain the same over time. The rights and responsibilities of the parties with regard to your use of Salesforce's online software services shall be set forth solely in the applicable agreement executed by Salesforce. The responses here to your request shall not be part of a final contract.***

### **Vendor Hosting Form**

If you are proposing a vendor hosted solution, in addition to the information requested in Section 4.3 of Appendix A – Statement of Work, please respond to the following:

1. Will your company host the solution or will this be managed by a third party?

**Salesforce Government Cloud Plus:**

Salesforce Government Cloud Plus utilizes Amazon Web Services GovCloud as the underlying infrastructure. All servers and computers are within different availability zones in the GovCloud West Region in Washington State, USA. Additional information can be found here: <https://aws.amazon.com/about-aws/global-infrastructure/>.

2. Where are the data center and storage facilities?

**Salesforce Government Cloud Plus:**

Salesforce Government Cloud Plus utilizes Amazon Web Services GovCloud as the underlying infrastructure. All servers and computers are within different availability zones in the GovCloud West Region in Washington State, USA. Additional information can be found here: <https://aws.amazon.com/about-aws/global-infrastructure/>.

3. Please provide the total number of clients and corresponding number of end-users of hosted solutions currently supported by your proposed solution.

Salesforce has over 150,000 customers spanning nearly every industry worldwide. Salesforce's trusted cloud platform is creating a connected government experience for over 1,000 government agencies including all federal cabinet government agencies and the majority of U.S. States.

4. Is there any software that needs to be loaded onto local computers?

Salesforce only requires a computer that can run a supported web browser and an Internet



connection. No other software or hardware is required.

Salesforce is browser agnostic and supports all major browsers (Firefox, Chrome, Safari, IE). No installations on users' laptops or desktops are required and thus the solution is accessible from anywhere an internet connection and supported browser are available, including mobile devices. A complete list of supported browsers and versions can be found here:

[https://help.salesforce.com/apex/HTViewHelpDoc?id=getstart\\_browser\\_overview.htm](https://help.salesforce.com/apex/HTViewHelpDoc?id=getstart_browser_overview.htm)

5. Does the system interface support a browser interface with or without the help of additional components?

Additional browser components or plug-ins are not needed.

6. How are hosted software applications deployed for use by numerous customers (dedicated servers for each hosted customer, or is a single set of applications utilized for all customers)?

To meet the extreme demands of a large existing user population, Salesforce is a meta-data driven software architecture that enables multi-tenant applications. Because of our multitenant architecture, Salesforce is able to provide all of our customers with a service based on a single version of our application. A multitenant architecture provides an ability to scale quickly and consistently deliver under 300ms response times for over 150,000 commercial and government entities. Any application that runs on Salesforce Force.com is automatically architected to seamlessly scale from 1 user to 1,000 users to tens of thousands of users without the County having to do anything differently. Additionally, we are able to upgrade all of our customers at the same time with each release and as a result, we do not have to maintain multiple versions of our application. Each release will be delivered automatically in a transparent manner, and will not break the County's configurations.

All applications (includes mobile, offline and read only options) and data running on the Salesforce Force.com platform are deployed to and replicated across multiple data centers in different geographies. Therefore, every application, no matter how large or small, gets the full benefits of the backup, failover, disaster recovery, and other infrastructure services required for an organization's mission-critical applications.

7. For database solutions is data kept in separate tables? How would County data be isolated from other clients?

The multitenant architecture and secure logical controls address separation of customer data. There are no dedicated servers used for individual customers. The Salesforce Services infrastructure is divided into a modular architecture based on "Instances". Each Instance is capable of supporting several thousand customers in a secure and efficient manner. Services are grouped within each Instance; with app, search, and database elements contained. There are appropriate controls in place to ensure that any given customer's org (application) is not compromised. The service has been designed to accomplish this and is robustly tested on an ongoing basis by both Salesforce and its customers.

A customer's instance (also called an Organization or "org") of Salesforce is an aggregate of the raw data. The data model is normalized and the rows are identified by base62 encoded keys (primary and foreign). Re-establishing data ownership and a business context for the data would be very difficult to do at the database level. In order to reassemble any given customer's application (org), someone would need access to our source code in order to reassemble the raw data in a manner that could be interpreted and understood, and would need the entire set of tapes or disks/arrays supporting a given Instance, as the data for any one customer is spread across several tapes/disks. Data center engineers with physical access to

the servers do not have logical access to the production environment and administrators with logical access to the systems do not have physical access to the data centers.

For more information on the Salesforce multitenant architecture please see:  
[https://developer.salesforce.com/page/Multi\\_Tenant\\_Architecture](https://developer.salesforce.com/page/Multi_Tenant_Architecture) and  
<https://www.youtube.com/watch?v=jrKA3cImoms>

8. What system/application availability and response time will your proposed system meet? What are the County's responsibilities to ensure this level of performance?

### **Superior Uptime**

Salesforce has maintained high levels of availability across all Salesforce instances since inception. And by making its track record completely transparent, Salesforce proves we are worthy of our customers' trust. To ensure maximum uptime and continuous availability, Salesforce provides the best redundant data protection and most advanced facilities protection available, along with a complete data recovery plan—all without affecting performance.

Salesforce uses commercially reasonable efforts to make its on-demand services available to its customers 24/7, except for planned downtime, for which Salesforce gives customers prior notice, and force majeure events. Excellent availability statistics are critical to Salesforce's customers' success and to the success of Salesforce as a company. Live availability status and historical availability is publicly published at <https://trust.salesforce.com/en/#systemStatus>.

Salesforce does not typically offer Service Level Agreements as part of the base service offering. Our approach is to offer a service with high availability and fast resolution of problems. If a customer requires an SLA it will be negotiated separately.

9. What is your data breach policy? Do you have data breach insurance?

Our incident response plan/process was created in accordance with FedRAMP moderate control requirements which includes incident response requirements derived from NIST SP 800-53, NIST SP 800-61, the FedRAMP Incident Communications Procedure, and the DoD Cloud Computing Security Requirements Guide.

Salesforce maintains an Incident Response Plan and has an established Security Incident Response process. Salesforce will notify customers promptly in the event that Salesforce becomes aware of an actual or reasonably suspected unauthorized disclosure of customer data. Notification may be made by any of the following methods: phone contact by Salesforce support, email to customer's administrator and Security Contact (if submitted by customer), and/or public posting on [trust.salesforce.com](https://trust.salesforce.com) [IR-4, IR-6, IR-8].

Salesforce Government Cloud Plus customers can report security incidents related to their Salesforce products and offerings via [security\\_gov@salesforce.com](mailto:security_gov@salesforce.com) and via calling (212) 634-6630. Salesforce will respond in accordance with the incident response process.

Salesforce does not hold a dedicated standalone cyber liability data breach insurance policy. Our Technology E&O policy includes Network Security and Privacy Liability insurance aka Cyber Liability.

Here is a copy of Salesforce's Evidence of Insurance:

[https://org62.my.salesforce.com/sfc/p/0000000000062/a/300000005Nwz/9LDbEu\\_D84N2\\_0e4KV0cjAIZ\\_YU10LX0pDFjDb1Gj.xg](https://org62.my.salesforce.com/sfc/p/0000000000062/a/300000005Nwz/9LDbEu_D84N2_0e4KV0cjAIZ_YU10LX0pDFjDb1Gj.xg)

10. How do you track monthly usage for subscription-based services? Are audit trails available and online for customer review?

Live and historical statistics on the Salesforce system performance are publicly published at <http://trust.salesforce.com/trust/status>. In addition to the Salesforce Trust site to monitor uptime and performance, the County will also have access to a System Overview, which will help you monitor performance and usage of your own Salesforce org. This overview includes:

- Schema - # and % of custom objects and data storage
- Business Logic - # and % of Rules, Apex triggers and classes, as well as % of code used
- License Usage
- API Usage - # and % of requests in the last 24 hours
- User Interface - # and % of custom apps, sites, flows, custom tabs and pages
- Portal Usage

11. How much notification will you give the County in advance of any scheduled downtime?

When maintenance is scheduled, Salesforce publishes the dates and times of the maintenance windows on [trust.salesforce.com](http://trust.salesforce.com). Premier Alerts are sent via email when the maintenance windows are posted to [trust.salesforce.com](http://trust.salesforce.com). In the event of planned maintenance that requires customer action in advance (e.g. updating network settings in preparation for additional login pools), Salesforce endeavors to communicate via email to system administrators of your organization months prior to the maintenance.

Please note: If emergency system maintenance is required, customers may be notified less than one (1) week in advance.

There are two types of maintenance at Salesforce: System Maintenance and Release Maintenance.

1. System Maintenance is for sustaining the security, availability, and performance of the infrastructure supporting Salesforce services.
2. Release Maintenance is for upgrading Salesforce services to the latest product version to deliver enhanced features and functionality.

There are three different kinds of release maintenance: major releases, patch releases, and emergency releases. Major Release Maintenance dates and times are posted on [trust.salesforce.com](http://trust.salesforce.com) approximately one year before the release date. To see the schedule for your instance click on <https://status.salesforce.com> and select the relevant instance. On the calendar click the release date to view further information. Major release maintenance occurs three times per year during the windows listed below. The instance will be unavailable for up to five minutes during the release window.

Patch Releases and Emergency Releases are used to deliver scheduled and ad hoc application fixes and are typically seamless to customers. Whenever possible, patches and emergency releases are deployed during off-peak hours and without downtime.

Please refer to the following Help & Training article for more information:

[https://help.salesforce.com/apex/HTViewSolution?id=000176208&language=en\\_US](https://help.salesforce.com/apex/HTViewSolution?id=000176208&language=en_US).

12. Where would local support be located?

Salesforce support centers are located in several global locations: San Francisco, San Mateo, USA; Toronto, Canada; Dublin, Ireland; India; Sydney, Australia; Tokyo, Japan; San Jose and Manila, Philippines. The location of the support centers is transparent to customers.

Salesforce provides support for every user of the customer's system; there is no restriction regarding the number of people who can call for support or log cases. For very large customers, Salesforce recommends that they establish their own help desk to handle a first level of questions. This gives the customer have visibility into the types of issues and questions that are being logged.

Customer support cases can be logged via the Salesforce application or via customer telephone inquiries. All customer sites use the same process for logging cases.

With the Salesforce Premier Success Plan, your organization will have access to help 24x7 and will be provided with a toll-free phone number to use. Salesforce support centers are open on a "follow-the-sun" schedule.

13. Are support calls included in annual maintenance fees, or charged on a per call basis? If on a per-call basis, please specify rates and billing method. Please provide recent audit report information.

The Salesforce Government Cloud (or Salesforce Government Cloud Plus) requires the Government Cloud (or Plus) Premier Success Plan, which provides technical support from Qualified U.S. Citizens. Subject to the Government Cloud (or Plus) Premier Success Plan, access to systems and permissions that could permit access to Customer Data inside of the Salesforce Government Cloud storing U.S. government, U.S. government contractors, and FFRDC Customer Data will be restricted to Qualified U.S. Citizens. Qualified U.S. Citizens are individuals who are United States citizens and are physically located within the United States when accessing the Salesforce Government Cloud (or Plus) systems; and have completed a background check as a condition of their employment with Salesforce.

Salesforce Premier Success Plan

Salesforce is pleased to offer the Premier Success Plan to your organization. The Premier Success Plan helps you go beyond achieving your business goals by providing direct access to Salesforce experts to help you adopt and deploy faster, unlimited usage of our entire online course library, quick response times for questions and support, and more.

Benefits of the Salesforce Premier Success Plan include:

- 24/7/365 support
- One-hour response time for business-stopping issues
- Online case submission
- Chat and phone support

- Custom code troubleshooting for developers
- 25% discount on Trailhead Academy courses and certifications
- Personalized success paths
- Expert onboarding and implementation coaching
- Expert adoption and optimization coaching
- Ask an Expert Office Hours
- Business Value Reviews
- Technical Health Reviews

For the Premier Success Plan terms and conditions, please see:

[https://c1.sfdcstatic.com/content/dam/web/en\\_us/www/documents/legal/Agreements/product-specific-terms/salesforce-premierplans-with-accelerators.pdf](https://c1.sfdcstatic.com/content/dam/web/en_us/www/documents/legal/Agreements/product-specific-terms/salesforce-premierplans-with-accelerators.pdf).

14. Please describe the minimum commitment term (in years) for a vendor-hosted option and note the term assumed for determining the proposed costs.

With a cloud-based service model, the County would only pay for the cloud services that are used, unlike traditional software solutions in which all of the necessary hardware and software is purchased initially in the hopes that the solution will grow to use all of it. Salesforce's cloud services offer a tremendous amount of value in the sense that the County doesn't have to procure hardware or software upfront that it might not use until the project is fully implemented later. Another significant differentiator is the flexibility in costing models that we can provide that account for surges in usage during peak times. This flexibility provides the County with the absolute most value by not having to overbuy the solution from day one of implementation.

The Salesforce cost model is subscription based and in a per user/month or user/year format billed annually for all Salesforce cloud offerings except Salesforce Communities. Salesforce Communities are offered as total logins per month or by defined number of members billed annually.

Salesforce licenses are purchased in one of three ways:

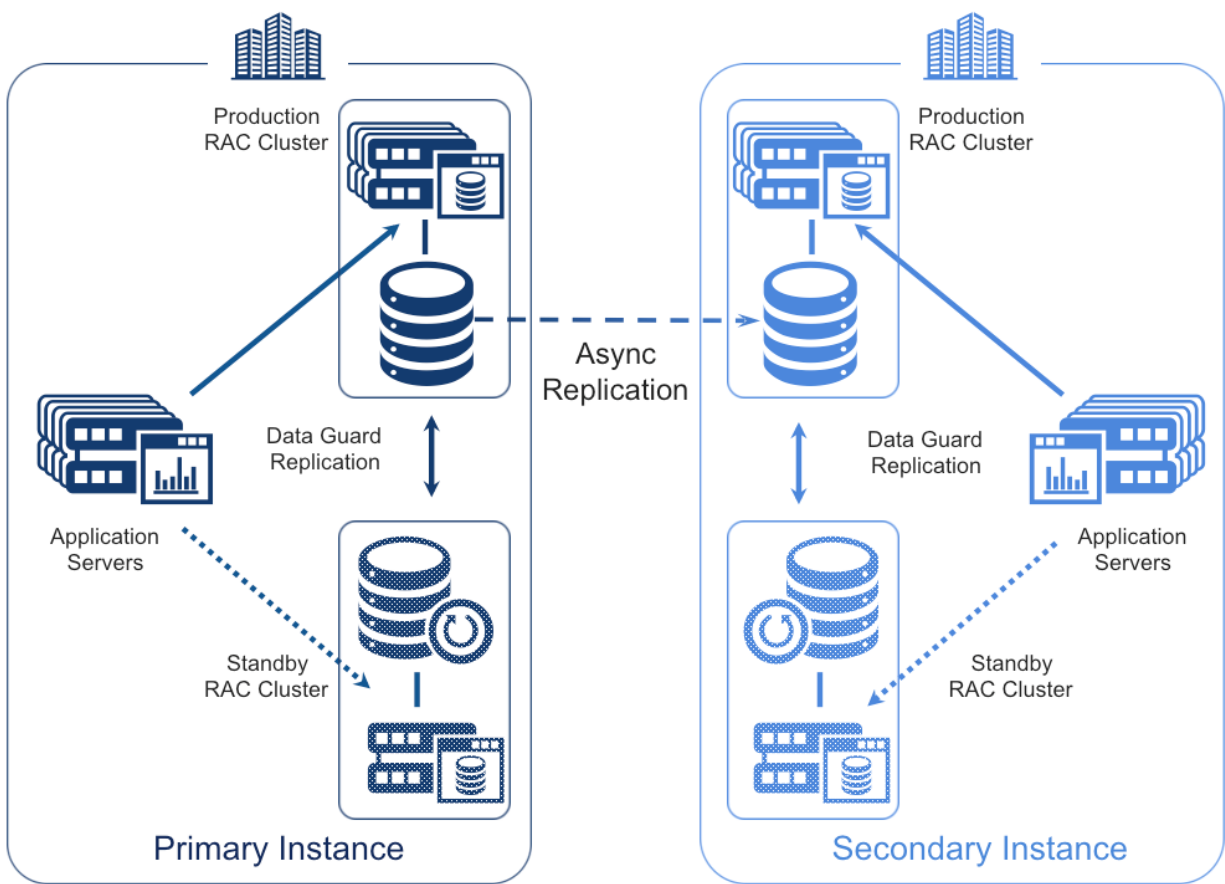
1. Pay-as-you-go - in which customers purchase licenses based upon their immediate need
2. Volume - to take advantage of additional volume discounts. Volume discounts may apply based on the County's final total user counts and their access requirements. This information is needed in order to derive an accurate price estimate.
3. Enterprise License Agreement (ELA) - in order to achieve the greatest financial savings, many customers license and provide multiple Salesforce applications to all of their employees. Salesforce ELAs are based on the total license mix, volume, and term of the agreement that is negotiated with the County.

15. Please describe your Disaster Recovery policy/approach.

Salesforce maintains a Disaster Recovery plan that supports a robust business continuity strategy for the production services and platforms. The Disaster Recovery Plan has been developed from industry-accepted methodologies and encompasses principles of high-availability engineering. The Disaster Recovery plan is constantly measured against strict regulatory and governance requirements, and is a crucial part of the acceptance plan when making changes or additions to the production environment.

Each Salesforce instance is built and maintained in two geographically separate locations. An instance is actively served from one location (the active site) with transactions replicating in near real-time to the other completely redundant location (the ready site). This infrastructure model allows us to switch the location of the active site for maintenance, compliance, and disaster recovery purposes, which is referred to as a site switch.

Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, backed up at the active data center, and then cloned at a ready data center. Backups are performed daily at each data center facility without stopping access to the application. Backup cloning is transmitted over an encrypted network (our MPLS network across all data centers). Backups are retained for 90 days. Backups never physically leave our secure data center facilities, unless they are to be retired and destroyed through a secure destruction process.



For business continuity purposes, Salesforce supports disaster recovery with a dedicated team and a 4 hour recovery point objective (RPO) and 12 hour recovery time objective (RTO).

As part of our Continuous Site Switching program, Salesforce switches the active and ready instance locations approximately once every 6 months. Continuous site switching allows us to continuously improve our operations and infrastructure in order to provide you with the high availability of our services you've come to expect. In addition, continuous site switching satisfies the internal compliance requirement of many of our customers that their instances are capable of being served from either geographic location throughout the year.

Additional details on Salesforce's Disaster Recovery can be provided with the execution of an NDA between Salesforce and your organization.



**EXHIBIT B**  
**PRICING SCHEDULE**  
**FOR**  
**LOS ANGELES COUNTY ALTERNATE PUBLIC DEFENDER**  
**JUSTICE MANAGEMENT SYSTEM**

[ ] 2022



## **TABLE OF CONTENTS**

|       |  |    |
|-------|--|----|
| 1.    | TOTAL PRICING.....                           | 2  |
| 1.1   | Contract Sum .....                           | 2  |
| 1.2   | One-Time Costs – Implementation Fees.....    | 3  |
| 1.2.1 | Application Development / Customization..... | 3  |
| 1.2.2 | Training.....                                | 3  |
| 2.    | RECURRING ANNUAL COSTS.....                  | 4  |
| 2.1   | Subscription Fees .....                      | 4  |
| 2.2   | Application Maintenance and Support.....     | 7  |
| 3.    | SYSTEM IMPLEMENTATION .....                  | 8  |
| 4.    | OPTIONAL WORK.....                           | 11 |
| 4.1   | Pool Dollars .....                           | 11 |
| 4.2   | Fixed Hourly Rate.....                       | 11 |

## **LIST OF TABLES**

|  |          |
|--|----------|
| Table 1: One-Time Implementation Fees .....                        | 3        |
| Table 2: Application Development / Customization .....             | 3        |
| Table 3: Training.....   | 3        |
| Table 4: Recurring Annual License / Subscription Fees .....        | 4        |
| Table 5: Recurring Annual Application Maintenance and Support..... | 7        |
| <b>Table 6: Payment Schedule .....</b>                             | <b>8</b> |
| Table 7: Allocation for Pool Dollars.....                          | 11       |
| Table 8: Fixed Hourly Rate for Services .....                      | 11       |

## 1. TOTAL PRICING

This Exhibit B (Pricing Schedule) sets forth the pricing and payment terms for the work to be provided by Contractor under the Agreement. Schedule B.1 (Optional Work Schedule) will document and track expenditure of Pool Dollars for Optional Work under the Agreement.

Notwithstanding the terms of the Agreement or Contractor's prior practice, payment is not contingent upon issuance of a purchase order, subject to any County approval as specified in the Agreement. All funding approvals required to issue payment have been obtained. The bill-to, ship-to addresses along with specific ordering information and amounts due under the Agreement are included herein or in other documents related hereto.

### 1.1 CONTRACT SUM; TOTAL FEES UNDER THE AGREEMENT

The Contract Sum shall be the maximum County obligation under the Agreement and shall include any and all amounts that may be paid by County to Contractor for the Work, required and optional, that may be provided by Contractor to County during the term of the Agreement. The Contract Sum, unless modified in accordance with the terms of the Agreement, including any and all sales tax amounts, if applicable, is set forth in Section 8.1 (Maximum Contract Sum) of the Agreement.

The maximum amount payable under the Agreement, unless modified in accordance with the terms of the Agreement, including any and all sales tax amounts is (\$8,743,964.80) and includes the following components:

| CONTRACT SUM<br>COMPONENTS   | AMOUNT                |
|--|-----------------------|
| Implementation Fees – fixed price amount   | \$3,978,115.00        |
| Subscription Fees – fixed price amount   | \$3,149,849.80        |
| Application Management Services for year 1 post-Final Acceptance – up to 2,080 hours at the Fixed Hourly Rate of \$200 per hour. | \$ 416,000.00         |
| Pool Dollars – for Term of Agreement   | \$ 1,200,000.00       |
| <b>TOTAL FEES EXHIBIT B</b>  | <b>\$8,743,964.80</b> |

Consistent with the provisions of Paragraph 10.3.1 (Source Code Escrow) of the Base Agreement, the deposit and maintenance of Source Code for Licensed Software in Source Code Escrow shall be at no cost to County. Consequently, the Implementation Fees and Subscription Fees identified above are inclusive of any and all fees and costs associated with Contractor's compliance with the Source Code Escrow requirements under the Agreement, including Paragraph 10.3 (Source Code for Licensed Software) of the Base Agreement.

## 1.2 ONE-TIME COSTS – IMPLEMENTATION FEES

Below is a summary of the pricing components of the Implementation Fees under the Agreement.

**Table 1: One-Time Implementation Fees**

| DESCRIPTION   | AMOUNT                |
|---|-----------------------|
| 1. Application Development / Customization – Total Cost in Table 2 below        | \$3,778,115.00        |
| 2. Training, including all materials (electronic) – Total Cost in Table 3 below | \$ 200,000.00         |
| <b>TOTAL IMPLEMENTATION FEES</b>  | <b>\$3,978,115.00</b> |

### 1.2.1 Application Development / Customization

Below are all costs for Application Modifications, including application development and customization, to be provided by Contractor as part of Implementation Services together with the installation, implementation and project management. The total amount is also included in Row 1 of Table 1.

**Table 2: Application Development / Customization**

| DESCRIPTION                                    | AMOUNT                |
|--|-----------------------|
| Sapient Professional Services (Original Scope) | \$2,865,502.00        |
| Data Migration Tools & Storage (9 months)      | \$21,600.00           |
| Box Professional Services                      | \$857,678.00          |
| Pulsar Professional Services                   | \$22,223.00           |
| LinkPoint Professional Services                | \$11,112.00           |
| <b>TOTAL COST</b>                              | <b>\$3,778,115.00</b> |

### 1.2.2 Training

Below are all costs for training to be provided by Contractor as part of Implementation Services. The total amount is also included in Row 2 of Table 1.

**Table 3: Training**

| DESCRIPTION            | AMOUNT               |
|------------------------|----------------------|
| Sapient Training Costs | \$ 200,000.00        |
| <b>TOTAL COST</b>      | <b>\$ 200,000.00</b> |

ATTACHMENT II  
**EXHIBIT B – PRICING SCHEDULE**

|                            |     |                     |     |                     |     |                     |     |                     |     |                     |
|----------------------------|-----|---------------------|-----|---------------------|-----|---------------------|-----|---------------------|-----|---------------------|
| <b>Total Per Year</b>      |     | <b>\$287,119.85</b> |     | <b>\$287,119.85</b> |     | <b>\$287,119.85</b> |     | <b>\$298,604.60</b> |     | <b>\$310,548.78</b> |
| <b>Box, Inc.</b>           |     |                     |     |                     |     |                     |     |                     |     |                     |
| Digital Business II ELA    | 300 | \$101,475.00        | 300 | \$101,475.00        | 300 | \$101,475.00        | 300 | \$106,548.75        | 300 | \$111,876.19        |
| KeysafewithAWSKMS500       | 300 | \$24,970.50         | 300 | \$24,970.50         | 300 | \$24,970.50         | 300 | \$26,219.03         | 300 | \$27,529.98         |
| Premier Support            | 1   | \$3,745.58          | 1   | \$3,745.57          | 1   | \$3,745.57          | 1   | \$3,932.85          | 1   | \$4,129.49          |
| PlatformPremier            | 1   | \$304.42            | 1   | \$304.42            | 1   | \$304.42            | 1   | \$319.64            | 1   | \$335.62            |
| PlatformKeysafewithAWSKMS  | 1   | \$2,029.50          | 1   | \$2,029.50          | 1   | \$2,029.50          | 1   | \$2,130.98          | 1   | \$2,237.52          |
| <b>Total Per Year</b>      |     | <b>\$132,525.00</b> |     | <b>\$132,524.99</b> |     | <b>\$132,524.99</b> |     | <b>\$139,151.24</b> |     | <b>\$146,108.80</b> |
| <b>ImageTrust</b>          |     |                     |     |                     |     |                     |     |                     |     |                     |
| ImageTrust Users           | 40  | \$34,560.00         | 40  | \$34,560.00         | 40  | \$34,560.00         | 40  | \$36,288.00         | 40  | \$38,102.40         |
| ImageTrust OCR Server      | 4   | \$4,320.00          | 4   | \$4,320.00          | 4   | \$4,320.00          | 4   | \$4,536.00          | 4   | \$4,762.80          |
| ImageTrust Redaction Users | 4   | \$4,320.00          | 4   | \$4,320.00          | 4   | \$4,320.00          | 4   | \$4,536.00          | 4   | \$4,762.80          |
| Development Environment    | 1   | \$1,296.00          | 1   | \$1,296.00          | 1   | \$1,296.00          | 1   | \$1,360.80          | 1   | \$1,428.84          |
| UAT Environment            | 1   | \$4,032.00          | 1   | \$4,032.00          | 1   | \$4,032.00          | 1   | \$4,233.60          | 1   | \$4,445.28          |
| Pre-Prod Environment       | 1   | \$4,032.00          | 1   | \$4,032.00          | 1   | \$4,032.00          | 1   | \$4,233.60          | 1   | \$4,445.28          |
| <b>Total Per Year</b>      |     | <b>\$52,560.00</b>  |     | <b>\$52,560.00</b>  |     | <b>\$52,560.00</b>  |     | <b>\$55,188.00</b>  |     | <b>\$57,947.40</b>  |

## 2. RECURRING ANNUAL COSTS

### 2.1 SUBSCRIPTION FEES

This Section specifies the allocated Annual Fees for Subscription Services as Subscription Fees or License Fees to be paid by County to Contractor during the term of the Agreement. All Subscription Fees will be coterminous with the License Years under the Agreement. For the final year of the Agreement, to the extent applicable, Contractor will prorate the applicable Maintenance Fees based on the number of days required to co-terminate System Maintenance with the expiration of the Agreement.

Contractor shall be entitled to payment of License Fees commencing upon the License Start Date through the term of the Agreement.

**Table 4: Recurring Annual License / Subscription Fees**

| Alternate Public Defender's Office - Carahsoft Q# 30329484 |        |                     |        |              |     |              |        |              |        |              |
|--|--------|---------------------|--------|--------------|-----|--------------|--------|--------------|--------|--------------|
| Vendor & Product Description                               | Year 1 |                     | Year 2 |              |     | Year 3       | Year 4 |              | Year 5 |              |
|  | QTY    |                     | QTY    |              | QTY |              | QTY    |              | QTY    |              |
| <u>Salesforce .com</u>                                     |        |                     |        |              |     |              |        |              |        |              |
| Lightning Platform Plus                                    | 300    | <b>\$174,375.00</b> | 300    | \$174,375.00 | 300 | \$174,375.00 | 300    | \$181,350.00 | 300    | \$188,604.00 |
| Lightning Platform (Admin)                                 | 6      | \$4,781.28          | 6      | \$4,781.28   | 6   | \$4,781.28   | 6      | \$4,972.53   | 6      | \$5,171.43   |
| Government Cloud Plus                                      | 1      | \$21,216.69         | 1      | \$21,216.69  | 1   | \$21,216.69  | 1      | \$22,065.36  | 1      | \$22,947.97  |
| Salesforce Shield  | 1      | \$53,746.88         | 1      | \$53,746.88  | 1   | \$53,746.88  | 1      | \$55,896.76  | 1      | \$58,132.63  |
| Data Storage (10GB)  | 1      | \$11,000.00         | 1      | \$11,000.00  | 1   | \$11,000.00  | 1      | \$11,440.00  | 1      | \$11,897.60  |
| Big Objects (50M)  | 2      | \$22,000.00         | 2      | \$22,000.00  | 2   | \$22,000.00  | 2      | \$22,880.00  | 2      | \$23,795.20  |

ATTACHMENT II  
**EXHIBIT B – PRICING SCHEDULE**

|  |                       |                     |     |                     |     |                     |     |                     |     |                     |
|--|-----------------------|---------------------|-----|---------------------|-----|---------------------|-----|---------------------|-----|---------------------|
| <b><u>Luminix, Inc.</u></b>  |                       |                     |     |                     |     |                     |     |                     |     |                     |
| Pulsar Licensing & Support   | 300                   | \$80,000.01         | 300 | \$80,000.00         | 300 | \$80,000.00         | 300 | \$83,200.00         | 300 | \$86,528.00         |
| <b>Total Per Year</b>  |                       | <b>\$80,000.01</b>  |     | <b>\$80,000.00</b>  |     | <b>\$80,000.00</b>  |     | <b>\$83,200.00</b>  |     | <b>\$86,528.00</b>  |
| <b><u>LinkPoint</u></b>  |                       |                     |     |                     |     |                     |     |                     |     |                     |
| LinkPoint Connect for<br>Salesforce + Outlook (Annual<br>Subscription) | 300                   | \$17,379.00         | 300 | \$17,379.00         | 300 | \$17,379.00         | 300 | \$18,037.77         | 300 | \$18,723.00         |
| <b>Total Per Year</b>  |                       | <b>\$17,379.00</b>  |     | <b>\$17,379.00</b>  |     | <b>\$17,379.00</b>  |     | <b>\$18,037.77</b>  |     | <b>\$18,723.00</b>  |
| <b><u>Nintex</u></b>   |                       |                     |     |                     |     |                     |     |                     |     |                     |
| LDS Gov Cloud FedRAMP  | 300                   | \$44,334.00         | 300 | \$44,334.00         | 300 | \$44,334.00         | 300 | \$46,106.67         | 300 | \$47,952.00         |
| <b>Total Per Year</b>  |                       | <b>\$44,334.00</b>  |     | <b>\$44,334.00</b>  |     | <b>\$44,334.00</b>  |     | <b>\$46,106.67</b>  |     | <b>\$47,952.00</b>  |
| <b>Annualized Price</b>  |                       | <b>\$613,917.86</b> |     | <b>\$613,917.84</b> |     | <b>\$613,917.84</b> |     | <b>\$640,288.28</b> |     | <b>\$667,807.98</b> |
| <b>Price for Years 1-5</b>   | <b>\$3,149,849.80</b> |                     |     |                     |     |                     |     |                     |     |                     |

2.2 APPLICATION MAINTENANCE AND SUPPORT

This Section specifies the allocated Annual Fees payable by County to Contractor for Application Maintenance and Support that will be provided by Contractor.

**Table 5: Recurring Annual Application Maintenance and Support**

| DESCRIPTION                     | YEAR 1 | YEAR 2              | YEAR 3 | YEAR 4 | YEAR 5 |
|---------------------------------|--------|---------------------|--------|--------|--------|
| Application Management Services |        | \$416,000.00        |        |        |        |
|                                 |        |                     |        |        |        |
| <b>TOTAL COST</b>               |        | <b>\$416,000.00</b> |        |        |        |

### 3. SYSTEM IMPLEMENTATION

This Section includes the Deliverable amounts to be paid by County to Contractor for provision and implementation of all phases of the Project, as provided below.

Contractor shall be paid for the following Deliverables on a fixed price basis following completion by Contractor and approval by County in accordance with Paragraph 2.4 (Approval of Work) of the Base Agreement of each such Deliverable, subject to the provisions of Paragraph 8.2 (System Implementation) of the Base Agreement. For purposes of payment, a Deliverable will be completed only following Acceptance by County in accordance with the applicable Acceptance criteria set forth in the Agreement.

**Table 6: Payment Schedule**

| Task / Subtask Description & No.       | Deliverable Amount | Amount Due Upon Delivery | Holdback Amount | Project Month | Acceptance Criteria   |
|--|--------------------|--------------------------|-----------------|---------------|---|
| Year 1 - Subscription Fees             | \$613,917.86       |                          |                 | 1             | This will include the provisioning of software licenses for Salesforce, Luminix (Pulsar), Nintex (Drawloop), Image Trust and Box. |
| Project Management Plan – Task 2.2.1.1 | \$150,000          | \$135,000                | \$15,000        | 1             | Project Plan  |
| Updated Solution Design Draft          | \$100,000          | \$90,000                 | \$10,000        | 2             | Deliver Updated Draft of Solution Design Document + Box Project Planning  |
| Updated Technical Design Draft         | \$100,000          | \$90,000                 | \$10,000        | 2             | Deliver Updated Technical Design Document + Box Project Requirements Documentation  |
| Salesforce Solution Design Signoff     | \$125,000          | \$112,500                | \$12,500        | 3             | Client signoff of solution design. Up to 3 client review cycles are included.   |
| Technical Design Signoff               | \$125,000          | \$112,500                | \$12,500        | 3             | Client signoff of technical design. Up to 3 client review cycles are included.  |
| Application Software Iteration 1       | \$250,000          | \$225,000                | \$25,000        | 3             | Signoff of features assigned to this sprint. Severity 1 issues resolved   |
| Box Design Completed                   | \$300,000          | \$270,000                | \$30,000        | 3             | Client signoff that Box design is completed and has been presented to the County for review and approval.                         |



ATTACHMENT II  
**EXHIBIT B – PRICING SCHEDULE**

|                                     |           |              |             |   |  |
|-------------------------------------|-----------|--------------|-------------|---|--|
| Application Software Iteration 2    | \$250,000 | \$225,000    | \$25,000    | 4 | Signoff of features assigned to this sprint. Severity 1 issues resolved  |
| Box First Build Milestone           | \$250,000 | \$225,000    | \$25,000    | 4 | Demonstrate Box interface in case page layout with key features: check in / check out and security inheritance from Salesforce to Box<br>Demonstrate Document Scanning and Ingestion into the document repository<br>Demonstrate Box Drive caching capabilities. |
| Application Software Iteration 3    | \$250,000 | \$225,000    | \$25,000    | 5 | Signoff of features assigned to this sprint. Severity 1 issues resolved  |
| Second Build Milestone              | \$180,000 | \$162,000    | \$18,000    | 5 | Demonstrate Box Shuttle load of 10% Demonstrate Image Access scanning pages and document separator.<br>Demonstrate auto-creation of the box folder structure.<br>Demonstrate automated document placement within folder structure.                               |
| Application Software Iteration 4    | \$250,000 | \$225,000    | \$25,000    | 6 | Signoff that the functionality approved for the sprint cycle was delivered according to specification  |
| First Box.com Production Deployment | \$127,678 | \$114,910.20 | \$12,767.80 | 6 | Production deployment is completed including 100% content load.  |
| Application Software Iteration 5    | \$250,000 | \$225,000    | \$25,000    | 7 | Signoff of features assigned to this sprint. Severity 1 issues resolved  |
| Application Software Iteration 6    | \$200,000 | \$180,000    | \$20,000    | 8 | Signoff of features assigned to this sprint. Severity 1 issues resolved  |
| Application Software Iteration 7    | \$200,000 | \$180,000    | \$20,000    | 8 | Signoff of features assigned to this sprint. Severity 1 issues resolved  |
| Application Software Iteration 8    | \$200,000 | \$180,000    | \$20,000    | 8 | Signoff of features assigned to this sprint. Severity 1 issues resolved  |

ATTACHMENT II  
**EXHIBIT B – PRICING SCHEDULE**

|   |              |              |              |        |   |
|---|--------------|--------------|--------------|--------|---|
| Application Software Iteration 9                                | \$215,502    | \$193,951.80 | \$21,550.20  | 9      | Signoff of features assigned to this sprint. Severity 1 issues resolved                                       |
| User Acceptance Testing Handoff                                 | \$150,000    | \$135,000    | \$15,000     | 9      | Signoff that user acceptance testing is completed and approved  |
| Deployment & Training Complete                                  | \$150,000    | \$135,000    | \$15,000     | 10     | Signoff that the deployment is complete, training is complete and Severity 1 and 2 bugs have been resolved. + |
| Project Close-Out   | \$154,935    | \$139,441.50 | \$15,493.50  | 11     | Implementation is complete and project has transitioned to support team. + Box: Project Closeout              |
| Payment for previously withheld holdbacks                       |              |              | \$397,811.50 | 11     |   |
| Year 2 Subscription Fees – Task 2.3                             | \$613,917.84 |              |              | Year 2 |   |
| Year 1 Application Maintenance and Support – maximum allocation | \$416,000    |              |              | Year 2 |   |
| Year 3 Subscription Fees – Task 2.3                             | \$613,917.84 |              |              | Year 3 |   |
| Year 2 (Optional) Application Maintenance and Support           | \$150,000    |              |              | Year 3 |   |
| Year 4 Subscription Fees – Task 2.3                             | \$640,288.28 |              |              | Year 4 |   |
| Year 3 (Optional) Application Maintenance and Support           | \$178,285    |              |              | Year 4 |   |

|   |                |  |             |        |  |
|---|----------------|--|-------------|--------|--|
| Year 5<br>Subscription<br>Fees – Task 2.3                 | \$667,807.98   |  |             | Year 5 |  |
| Total 5 year<br>SW<br>Subscription<br>Fees                | \$3,149,849.80 |  |             |        |  |
| Total One-Time<br>Implementation<br>Fees Plus<br>Training |                |  | \$3,978,115 |        |  |

#### 4. OPTIONAL WORK

Any agreed-upon Optional Work shall be provided by Contractor in accordance with Paragraphs 5.4 (Optional Work) and 8.4 (Optional Work) of the Base Agreement. No travel or living expenses will be reimbursed by County to Contractor in addition to those included in an agreed-upon Maximum Fixed Price for Optional Work.

##### 4.1 POOL DOLLARS

The total amount of \$1,200,000 allocated for Pool Dollars under this Agreement is the maximum amount County may expend during the Term of the Agreement for Optional Work that may be provided by Contractor in accordance with the terms of the Agreement.

**Table 7: Allocation for Pool Dollars**

| DESCRIPTION                          | AMOUNT                |
|--------------------------------------|-----------------------|
| Pool Dollars – General Optional Work | \$1,200,000.00        |
|                                      |                       |
| <b>TOTAL AMOUNT</b>                  | <b>\$1,200,000.00</b> |

##### 4.2 FIXED HOURLY RATE

Contractor shall use the Fixed Hourly Rates specified below for quoting and providing Optional Work during the Term of the Agreement, as applicable. Fixed Hourly Rate shall be used to calculate Maximum Fixed Price for Optional Work, which may be provided by Contractor during the term of the Agreement. Fixed Hourly Rate shall not increase during the term of the Agreement, as further specified in Paragraph 8.4 (Optional Work) of the Base Agreement.

Contractor shall be paid for Optional Work on a per Change Notice basis the actual price expended for the provision of the Optional Work, not to exceed the Maximum Fixed Price quoted for such Optional Work following Contractor’s completion and County’s written approval of the completed Optional Work.

**Table 8: Fixed Hourly Rate for Services**

| ROLE / CLASSIFICATION  | FIXED<br>HOURLY RATE |
|--|----------------------|
| Project Manager  | \$250                |
| Solution Architect   | \$250                |
| Technical Architect  | \$250                |
| Business Analyst   | \$225                |
| Developer  | \$225                |
| Trainer  | \$225                |
| Tester   | \$225                |
| Web Developer  | \$225                |
| Quality Assurance  | \$225                |
| System Administrator   | \$225                |
| Change Manager   | \$225                |
| Sapient Managed Services – including Application Modifications | \$200                |
| Sapient OnDemand (VOD) Service Consultant                      | \$150                |

#### 4.3 PRICING FOR CERTAIN OPTIONAL WORK RELATING TO DATA CONVERSION

Following Go-Live, County may request additional Services relating to data migration as part of Optional Work. If such Services are requested, the parties may mutually agree to prepare and execute a Change Notice for the acquisition of such Services as Optional Work. The pricing for such Services covering the Services identified in the table below would be as follows or as otherwise mutually agreed by the parties in a Change Notice:

**Table 9: Pricing For Certain Optional Work Relating To Data Conversion**

| Service   | Unit   | Additional<br>Cost per<br>Unit | Notes   |
|---|--|--------------------------------|---|
| Additional Mock Loads   | Database table/view mapped to target salesforce object | \$2,500 (10 Hours)             | Sometimes desirable to support UAT and/or training activities. If timing or environment of included mock load based on strategy defined in migration roadmap doesn't align with UAT / training plan or can't be facilitated to production org refresh (data included) from production to full/partial salesforce sandbox. |
| Iterative Delta Loads to facilitate continuity in business operations based on solution cutover strategy. | Database table/view mapped to target salesforce object | \$2,500 (10 Hours)             | Sometimes necessary to support phased cutover go-live strategies where data in legacy system is still actively being updated and required to be updated in new solution.  |
| Iterative loading of data to address production / quality issues not foreseen migration roadmap.          | Database table/view mapped to target                   | \$2,500 (10 Hours)             | Sometimes necessary to support successful go-live where gaps are identified with previously approved source to target mappings and mock load validation. This may include desired database columns previously unknown to contractor to no   |

| Service                  | Unit   | Additional Cost per Unit | Notes   |
|--------------------------|--|--------------------------|---|
|                          | salesforce object                                    |                          | fault of their own or gaps identified after mock load validation.   |
| Deduplication of records | One definition of a duplicate across 300,000 records | \$10,000 (40 Hours)      | Deduplication of data in objects impacting health /functional of the solution. County is responsible for providing confirmation on the definition of a duplicate. |



**SCHEDULE B.1**  
**OPTIONAL WORK SCHEDULE**  
**FOR**  
**LOS ANGELES COUNTY ALTERNATE PUBLIC DEFENDER**  
**CASE MANAGEMENT SYSTEM**

**SCHEDULE B.1**  
**OPTIONAL WORK**

This Schedule B.1 shall document and track expenditure of all Pool Dollars for Optional Work that may be provided by Contractor during the term of the Agreement under Exhibit A (Statement of Work), including those allocated for On-Demand Application Support following year (1) of post-Final Acceptance of the Solution.

**1. OPTIONAL WORK**

| <b>ITEM No.</b> | <b>DESCRIPTION / TYPE</b>                              | <b>REQUEST DATE</b> | <b>DELIVERY DATE</b> | <b>COUNTY APPROVAL DATE</b> | <b>MAXIMUM FIXED PRICE</b> |
|-----------------|--|---------------------|----------------------|-----------------------------|----------------------------|
|                 |  |                     |                      |                             |                            |
|                 |  |                     |                      |                             |                            |
|                 |  |                     |                      |                             |                            |
|                 |  |                     |                      |                             |                            |
|                 |  |                     |                      |                             |                            |
|                 | <b>SUBTOTAL</b> (items completed & approved by County) |                     |                      |                             |                            |

Professional Services including those involving in Programming Modifications shall be provided by Contractor to County at the Fixed Hourly Rates not exceeding those specified in Exhibit B (Pricing Schedule), which shall not increase during the term of the Agreement.

**2. POOL DOLLARS**

| <b>EVENT</b><br>(Effective Date, Change Notice,<br>Amendment) | <b>EVENT DATE</b> | <b>ADJUSTED AMOUNT</b><br>("+", "-") | <b>REMAINING AMOUNT</b> |
|---|-------------------|--------------------------------------|-------------------------|
|   |                   |                                      |                         |
|   |                   |                                      |                         |
|   |                   |                                      |                         |
|   |                   |                                      |                         |
|   |                   |                                      |                         |
|   |                   |                                      |                         |
|   |                   |                                      |                         |



**EXHIBIT C**  
**PROJECT SCHEDULE**  
**FOR**  
**LOS ANGELES COUNTY ALTERNATE PUBLIC DEFENDER**  
**CASE MANAGEMENT SYSTEM**

[\_\_\_\_\_] 2022



**EXHIBIT C**  
**PROJECT SCHEDULE**  
**FOR**

**LOS ANGELES COUNTY ALTERNATE PUBLIC DEFENDER JUSTICE MANAGEMENT SYSTEM**

Below is a high level overview of the Project schedule. A detailed schedule will be provided by Contractor as part of Implementation Services pursuant to the Statement of Work.



APS Schedule.pdf

| Phase<br>Week   | Initiate           |   |           |   | Analysis |   |                    |   | Design |    |            |    | Build 1 |    |                           |    | Build 2               |    |                                     |    | Build 3               |    |                                     |    | Build 4               |    |                                     |    | Build 5               |    |                                     |    | Build 6               |    |                                     |    | Build 7                                  |    |                              |    | Build 8                       |    |                                    |    | Build 9 |  |  |  | Quality Assurance |  |  |  | UAT / Training |  |        |  | Deploy |  |  |  |  |  |  |  |  |  |
|---|--------------------|---|-----------|---|----------|---|--------------------|---|--------|----|------------|----|---------|----|---------------------------|----|-----------------------|----|-------------------------------------|----|-----------------------|----|-------------------------------------|----|-----------------------|----|-------------------------------------|----|-----------------------|----|-------------------------------------|----|-----------------------|----|-------------------------------------|----|--|----|------------------------------|----|-------------------------------|----|------------------------------------|----|---------|--|--|--|-------------------|--|--|--|----------------|--|--------|--|--------|--|--|--|--|--|--|--|--|--|
|   | 1                  | 2 | 3         | 4 | 5        | 6 | 7                  | 8 | 9      | 10 | 11         | 12 | 13      | 14 | 15                        | 16 | 17                    | 18 | 19                                  | 20 | 21                    | 22 | 23                                  | 24 | 25                    | 26 | 27                                  | 28 | 29                    | 30 | 31                                  | 32 | 33                    | 34 | 35                                  | 36 | 37                                       | 38 | 39                           | 40 | 41                            | 42 | 43                                 | 44 | 45      |  |  |  |                   |  |  |  |                |  |        |  |        |  |  |  |  |  |  |  |  |  |
| Work Streams  | Project            |   |           |   |          |   |                    |   |        |    |            |    |         |    |                           |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |  |    |                              |    |                               |    |                                    |    |         |  |  |  |                   |  |  |  |                |  |        |  |        |  |  |  |  |  |  |  |  |  |
|   |                    |   |           |   |          |   |                    |   |        |    |            |    |         |    |                           |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |  |    |                              |    |                               |    |                                    |    |         |  |  |  |                   |  |  |  |                |  |        |  |        |  |  |  |  |  |  |  |  |  |
| Activities  |                    |   |           |   |          |   |                    |   |        |    |            |    |         |    |                           |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |  |    |                              |    |                               |    |                                    |    |         |  |  |  |                   |  |  |  |                |  |        |  |        |  |  |  |  |  |  |  |  |  |
| -Project Kickoff<br>-Initial Project Plan<br>-Resourcing Matrix (RACI)  | Project Initiation |   |           |   |          |   |                    |   |        |    |            |    |         |    |                           |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |  |    |                              |    |                               |    |                                    |    |         |  |  |  |                   |  |  |  |                |  |        |  |        |  |  |  |  |  |  |  |  |  |
| - Review existing Documentation<br>- Conduct Process Workshops<br>- Document Requirements<br>- Conduct client Review sessions<br>- Signoff that Requirements and deliverables will meet Project objectives.   |                    |   | Discovery |   |          |   |                    |   |        |    |            |    |         |    |                           |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |  |    |                              |    |                               |    |                                    |    |         |  |  |  |                   |  |  |  |                |  |        |  |        |  |  |  |  |  |  |  |  |  |
| - Conduct Design Workshops<br>- Develop Solution Architecture<br>- Develop Technical Architecture<br>- Review design and architecture documents with Clients<br>- Signoff on Solution and Technical Architecture<br>- Conduct requirement prioritization session and document priorities in requirement repository. |                    |   |           |   |          |   | Design             |   |        |    |            |    |         |    |                           |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |  |    |                              |    |                               |    |                                    |    |         |  |  |  |                   |  |  |  |                |  |        |  |        |  |  |  |  |  |  |  |  |  |
| - Conduct Sprint Grooming<br>- Conduct Sprint Design<br>- Conduct Unit Testing<br>- Conduct User Handoff Session<br>- Conduct Sprint Retrospective<br>- Develop Training Materials  |                    |   |           |   |          |   |                    |   |        |    | Build 1    |    | Build 2 |    | Build 3                   |    | Build 4               |    | Build 5                             |    | Build 6               |    | Build 7                             |    | Build 8               |    | Build 9                             |    |                       |    |                                     |    |                       |    |                                     |    |  |    |                              |    |                               |    |                                    |    |         |  |  |  |                   |  |  |  |                |  |        |  |        |  |  |  |  |  |  |  |  |  |
| - Conduct Quality Assurance Testing<br>- Document test status<br>- Resolve defects<br>- Signoff that Quality Assurance Testing is completed and severity 1 / 2 bugs are resolved.   |                    |   |           |   |          |   |                    |   |        |    |            |    |         |    |                           |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    | Quality Assurance                   |    |  |    |                              |    |                               |    |                                    |    |         |  |  |  |                   |  |  |  |                |  |        |  |        |  |  |  |  |  |  |  |  |  |
| - Conduct User Handoff Sessions<br>- Triage Bugs<br>- Resolve severity 1 / 2 bugs<br>- User Acceptance Testing Handoff<br>- Conduct Regional Training Sessions  |                    |   |           |   |          |   |                    |   |        |    |            |    |         |    |                           |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |  |    |                              |    |                               |    | User Acceptance Testing / Training |    |         |  |  |  |                   |  |  |  |                |  |        |  |        |  |  |  |  |  |  |  |  |  |
| - Deploy and Validate solution<br>- Stabilize Implementation<br>- Resolve Severity 1 and 2 bugs   |                    |   |           |   |          |   |                    |   |        |    |            |    |         |    |                           |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |  |    |                              |    |                               |    |                                    |    |         |  |  |  |                   |  |  |  |                |  | Deploy |  |        |  |  |  |  |  |  |  |  |  |
| - Review Source Data Repository Data Model and dictionary.  |                    |   |           |   |          |   | Discovery & Design |   |        |    |            |    |         |    |                           |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |  |    |                              |    |                               |    |                                    |    |         |  |  |  |                   |  |  |  |                |  |        |  |        |  |  |  |  |  |  |  |  |  |
| - Signoff the data extract and transformation map.  |                    |   |           |   |          |   |                    |   |        |    | Acceptance |    |         |    |                           |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |                       |    |                                     |    |  |    |                              |    |                               |    |                                    |    |         |  |  |  |                   |  |  |  |                |  |        |  |        |  |  |  |  |  |  |  |  |  |
| - Iteratively build and test data maps.<br>- Conduct 5%, 10%, 100% load and an incremental load.  |                    |   |           |   |          |   |                    |   |        |    |            |    |         |    | Setup Data Infrastructure |    | Build & Test Data Map |    | Build and Test Additional Data Maps |    | Build & Test Data Map |    | Build and Test Additional Data Maps |    | Build & Test Data Map |    | Build and Test Additional Data Maps |    | Build & Test Data Map |    | Build and Test Additional Data Maps |    | Build & Test Data Map |    | Build and Test Additional Data Maps |    | Validate Test Data Load & Resolve Errors |    | Conduct Production Data Load |    | Conduct Incremental Data Load |    |                                    |    |         |  |  |  |                   |  |  |  |                |  |        |  |        |  |  |  |  |  |  |  |  |  |



**EXHIBIT D**  
**SERVICE LEVEL AGREEMENT**  
**FOR**  
**LOS ANGELES COUNTY CASE MANAGEMENT SYSTEM**

**EXHIBIT D**  
**SERVICE LEVEL AGREEMENT**

**1. GENERAL**

This Exhibit D (hereinafter also “SLA”) sets forth the scope of, and Contractor’s Service Level commitment regarding, the maintenance, operational support, hosting and monitoring of the Solution, Maintenance Services, Support Services, System Hosting, Disaster Recovery, correction of Deficiencies, warranties and County’s remedies for Contractor’s failure to meet the Service Level commitment specified herein.

The following Schedules are attached to and form a part of the SLA together with the applicable provisions set forth in Exhibit L (Subscription License, Service Levels and Support Terms):

- Schedule D.1 – Application Management Services
- Schedule D.2 – On-Demand Application Support (Not Applicable)
- Schedule D.3 – Maintenance and Support Process

Notwithstanding anything to the contrary set forth in the Agreement, in the event of any conflict or inconsistency between the provisions of the Base Agreement, this Exhibit D and/or any of the Schedules attached hereto, such conflict or inconsistency shall be resolved by giving precedence first to the provisions of the Base Agreement, followed by this Exhibit D and then the Schedules attached to this Exhibit D and Exhibit L (Subscription License, Service Levels and Support Terms).

Capitalized terms used in this SLA without definitions shall have the meanings given to such terms in the Base Agreement. Unless defined in the Base Agreement or in this Exhibit D, capitalized terms used in any Schedule attached to this Exhibit D shall have the meanings given to such terms in such Schedule.

**2. SCOPE OF SYSTEM MAINTENANCE**

Contractor shall provide System Maintenance Services during the term of the Agreement as provided in this Section 2 below. Contractor shall follow the process for provision of System Maintenance Services and correction of Deficiencies identified in Schedule D.3 (Maintenance and Support Process).

**2.1 APPLICATION MANAGEMENT SERVICES**

Contractor shall provide Application Management Services as System Maintenance Services consisting of Maintenance Services and Support Services for the entire Application Software, including all Licensed Software and Application Modifications (hereinafter also “Application Management Services”), as provided in Schedule D.1 (Application Maintenance and Support). Contractor’s responsibility to provide Application Management Services shall commence upon Go-Live of the System and shall continue through Final Acceptance until and through one (1) year following the Final Acceptance, although Application Management Services shall be provided at no cost to County during the Warranty Period.

County and Contractor have earmarked a maximum of 2,080 hours for Application Management Services to be provided during year one (1) post-Final Acceptance for a total of \$416,000 calculated at the Fixed Hourly Rate of \$200 per hour (hereinafter for purposes of providing Application Management Services only “Fixed Hourly Rate”), as further set forth in each Pricing Schedule. Up to ten percent (10%) of any unused hours earmarked for Application Management Services within a month may be rolled over to the following month, provided all hours of Application Management Services must be exhausted within thirteen (13) months. As part of Application Management Services, County may engage Contractor for provision of Maintenance and Support or agreed upon Application Modifications, as required by County.

Notwithstanding the maximum allocation of hours for provision of Application Management Services during year one (1) post-Final Acceptance, County may acquire additional hours of Application Management Services by a Change Notice in the form of Optional Work at the Fixed Hourly Rate for Application Management Services specified above using available Pool Dollars under the Agreement.

County may request to extend the Application Management Services for up to two (2) additional one (1) year periods following year one (1) post Final Acceptance. The terms applicable to the extension(s) shall be consistent with those set forth above for year one (1) post Final Acceptance.

## 2.2 SUBSCRIPTION SERVICES

Commencing upon the Effective Date and through the term of the Agreement, Contractor shall provide System Maintenance for the Licensed Software that is part of the Solution, including Maintenance Services and Support Services, as provided in Exhibit L (Subscription License, Service Levels and Support Terms) with all Schedules thereto.

## 2.3 ON-DEMAND APPLICATION SUPPORT

[Reserved.]



**SCHEDULE D.1**  
**APPLICATION MANAGEMENT SERVICES**  
**FOR**  
**ALTERNATE PUBLIC DEFENDER CASE MANAGEMENT SYSTEM**

## TABLE OF CONTENTS

|       |   |   |
|-------|---|---|
| 1.    | GENERAL .....                             | 2 |
| 2.    | SCOPE OF SERVICES .....                   | 2 |
| 2.1   | DESCRIPTION.....                          | 2 |
| 2.2   | DEFINITIONS .....                         | 2 |
| 3.    | MAINTENANCE SERVICES.....                 | 3 |
| 4.    | SUPPORT SERVICES .....                    | 4 |
| 4.1   | SCOPE OF SUPPORT .....                    | 4 |
| 4.2   | CUSTOMER SUPPORT .....                    | 4 |
| 4.3   | SYSTEM BACKUP AND DISASTER RECOVERY ..... | 4 |
| 5.    | CORRECTION OF DEFICIENCIES .....          | 4 |
| 5.1   | IDENTIFICATION OF DEFICIENCIES .....      | 4 |
| 5.2   | RESOLUTION OF DEFICIENCIES .....          | 5 |
| 5.2.1 | Problem Correction Priorities .....       | 5 |
| 5.2.2 | Problem Resolution Process .....          | 5 |
| 5.3   | SYSTEM PERFORMANCE REQUIREMENTS .....     | 6 |
| 5.4   | RESOLUTION OF DEFICIENCIES .....          | 7 |
| 6.    | APPLICATION MODIFICATIONS .....           | 7 |

## 1. GENERAL

This Schedule D.1 (hereinafter also “Application M&S” or “SLA”) sets forth the scope of, and Contractor’s Service Level commitment regarding, the maintenance, operational support, hosting, and monitoring of the Application Software that is the core of the Solution, including, but not limited to, Maintenance Services, Support Services, Application Modifications, System Hosting, correction of Deficiencies, warranties and County’s remedies for Contractor’s failure to meet the Service Level commitment specified herein. Capitalized terms used in this SLA without definition shall have the meanings given to such terms in the Base Agreement or in Exhibit D (Service Level Agreement), as applicable.

## 2. SCOPE OF SERVICES

### 2.1 DESCRIPTION

Contractor shall provide Service Levels relating to System Maintenance specified in the Base Agreement and this SLA, as more fully described below. System Maintenance shall include Maintenance Services, Support Services and System Hosting. System Maintenance shall commence upon Go-Live of the Solution and shall continue for the term of the Agreement.

### 2.2 DEFINITIONS

“**Authorized Contact**” shall mean and refer to any named County personnel authorized to report Deficiencies, and to coordinate provision of Support Services under this SLA.

“**Critical Deficiency**” shall mean a Deficiency of Severity Level 1, as further described in Section 5.2.1 (Problem Correction Priorities).

“**Customer Support**” shall have the meaning specified in Section 4.1 (Scope of Support).

“**Deficiency**” shall mean failure by the Solution to meet the Specifications or the applicable Service Levels specified in the SLA.

“**Disaster**” shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environment and requires Contractor to maintain an active/active Disaster Recovery Plan.

“**Disaster Recovery**” shall mean and refer to Contractor’s obligations described in Section 4.3 (System Backup and Disaster Recovery).

“**Disaster Recovery Plan,**” “**DRP**” shall mean Contractor’s plan for provision of Disaster Recovery under the SLA, as further specified in Section 4.3 (System Backup and Disaster Recovery).

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

“**High Deficiency**” shall mean a Deficiency of Severity Level 3, as further described in Section 5.2.1 (Problem Correction Priorities).

“**Incident**” shall mean a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level as required under this SLA.

“**Major Deficiency**” shall mean a Deficiency of Severity Level 1 or Severity Level 2.

“**Maintenance Services**” shall mean any of the services in maintenance of the Solution provided by Contractor under the SLA, including by provision of Software Updates to Application Software (Licensed Software and Application Modifications), as further specified in Section 3



(Maintenance Services) below and Exhibit M (Subscription License, Service Levels and Support Terms).

**“Medium Deficiency”** shall mean a Deficiency of Severity Level 4, as further described in Section 5.2.1 (Problem Correction Priorities).

**“Scheduled Downtime”** shall mean the Solution cannot be accessed due to System scheduled maintenance, including but not limited to preventive maintenance, updates, upgrades, scheduled reboots and restarts, as further described in Section 3 (Maintenance Services).

**“Severity Level”** shall mean the applicable Deficiency severity level for purposes of correcting Deficiencies, as described in Section 5.2 (Resolution of Deficiencies).

**“Software Updates,” “Software Upgrades”** shall have the meaning set forth in Section 3 (Maintenance Services).

**“Support Hours”** shall mean 365/366 days per year, (i) 18 hours a day, 6:00 a.m. – 12:00 a.m. Pacific Time (“PT”) Monday through Friday, and (ii) 8 a.m. to 6 p.m. PT on Saturday and Sunday.

**“System Availability”** shall mean the System is available and without Severity Level 1 or Severity Level 2 Deficiencies.

**“Support Services”** shall have the meaning specified in Section 4 (Support Services) below.

**“System Performance Requirements”** shall mean the requirements for System Performance, including Section 5.3 (System Performance Requirements).

**“System Unavailability”** shall mean the System is unavailable or experiencing Severity Level 1 or Severity Level 2 Deficiency.

**“Unscheduled Downtime”** shall mean the System is experiencing unscheduled Downtime or Severity Level 1 Deficiency.

### 3. MAINTENANCE SERVICES

Contractor shall provide maintenance of the System including the provision of Software Updates (hereinafter “Maintenance Services”), as provided in this Section 3 and Exhibit L (Subscription License, Service Levels and Support Terms), including all Schedules thereto.

Contractor shall notify County of all such scheduled updates to the Application Software prior to the anticipated installation date thereof. Contractor’s provision and installation of such Updates to the Application Software shall be at no additional cost to County beyond any applicable Subscription Fees. Any Software Updates necessary to remedy security problems in the System (e.g., closing “back doors” or other intrusion-related problems) shall be provided promptly following Contractor’s knowledge of such problems. County shall also be notified in writing within five (5) calendar days of Contractor’s knowledge of the existence of any intrusions or other security problems or breaches that affect or affected the integrity of the System Data or any other County data, subject to the provisions of Paragraph 18 (Confidentiality and Security) of the Base Agreement.

Software Updates to Application Software shall be provided and installed by Contractor at least three (3) times per year. Unless agreed to otherwise in advance by County and Contractor, Contractor shall provide all Maintenance Services, including installation of Software Updates, with no Downtime, scheduled or unscheduled.

## **4. SUPPORT SERVICES**

### **4.1 SCOPE OF SUPPORT**

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") shall include responding to problems reported and correcting Deficiencies. As part of its Support Services, Contractor shall provide support for the services during the Support Hours, which shall include providing a point of contact for Support Services by maintaining a system for customer support (hereinafter "Customer Support"). Such operational support shall include Support Services to correct System failure and to remedy Deficiencies in accordance with Section 5 (Correction of Deficiencies) to ensure that the Solution operates in accordance with the Specifications as set forth in the Agreement. Requests for Customer Support will be submitted by County's Authorized Contact via telephone and/or Contractor's web-based trouble ticketing system. In the event that the Contractor's web-based trouble ticketing system is not available to County, County may use email or any other reasonable means to request Customer Support.

### **4.2 CUSTOMER SUPPORT**

In addition to the Solution Requirements, Contractor's Customer Support Service Level Requirements shall also include but not be limited to those listed below:

- (1) County shall have access to Contractor's Customer Support through the web-based trouble ticketing system or telephone. The trouble ticketing system shall provide for County a simple method to submit, track and update issues that require escalation to Contractor's Customer Support.
- (2) Contractor shall provide a telephone number for County staff to call at any time during Support Hours.
- (3) Contractor shall respond within the period specified in Section 5.2.1 (Problem Correction Priorities) depending on the Severity Level of the Deficiency.
- (4) Contractor's Customer Support shall work with County's Project Manager and County's technical support staff on correcting Deficiencies and keep such County personnel informed regarding the updates and scheduled timeframes to ensure that all maintenance windows are clearly communicated and the requirements of this SLA are met.

### **4.3 SYSTEM BACKUP AND DISASTER RECOVERY**

As part of Support Services, Contractor shall also be responsible for backup and disaster recovery (hereinafter "Disaster Recover") of the System, including Licensed Software together with Application Modifications. Such Disaster Recovery Services shall be provided in accordance with Exhibit L (Subscription License, Service Levels and Support Terms) including Schedule L.1 (Salesforce.com, Inc.); except that Disaster Recovery for Application Software hosted by County is outside of the scope of Contractor's Support Services.

## **5. CORRECTION OF DEFICIENCIES**

### **5.1 IDENTIFICATION OF DEFICIENCIES**

The Deficiencies under this Agreement may be identified either as a result of Contractor's use of its own monitoring system or discovered by County. Deficiencies that are reported by County under this SLA will require Contractor to report on status and resolution of each reported Deficiency and to collaborate fully with County to resolve each Deficiency.

The Severity Level of a Deficiency shall be assigned according to the Severity Level definition set forth in Section 5.2.1 (Problem Correction Priorities).

## 5.2 RESOLUTION OF DEFICIENCIES

### 5.2.1 PROBLEM CORRECTION PRIORITIES

County shall assign the Severity Level to each Deficiency reported by County to Contractor's Customer Support based on the description below. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed "Response Timeframe" and provide a Corrective Action Plan (hereinafter "CAP") within the prescribed "Corrective Action Obligation" as specified below. The timeframes will start tolling when County first notifies Contractor of a Deficiency by telephone or otherwise as specified herein, including Contractor's Customer Support and shall end when County determines that the Deficiency has been resolved.

| <b>SEVERITY LEVEL</b> | <b>DESCRIPTION OF DEFICIENCY<br/>(ANY ONE OF THE FOLLOWING)</b>   | <b>RESPONSE TIMEFRAME</b> | <b>CORRECTIVE ACTION OBLIGATION</b> | <b>RESOLUTION TIME</b>                                       |
|-----------------------|---|---------------------------|-------------------------------------|--|
| 1 – Critical          | Critical production issue affecting all users and/or is detrimental to the majority of the department or a work unit, including System Unavailability and data integrity issues with no workaround available.   | 30 minutes                | 24 hours                            | To be determined upon Contractor's triage of the Deficiency. |
| 2 – Urgent            | Major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available. Also includes time-sensitive requests such as requests for feature activation or data export.   | 2 hours                   | 24 hours                            | To be determined upon Contractor's triage of the Deficiency. |
| 3 – High              | System performance issue or bug that affects some but not all users. Short-term workaround is available, but not scalable.  | 4 hours                   | 3 days                              | To be determined upon Contractor's triage of the Deficiency. |
| 4 – Medium            | There is a deviation from the standard of performance that causes no loss of service. This may be a minor error, incorrect behavior or a documentation error that does not impede the operation of the System or affect business operations. It could also be an inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration, bug affecting a small number of users. Reasonable workaround available. | 8 hours                   | 3 days                              | To be determined upon Contractor's triage of the Deficiency. |

### 5.2.2 PROBLEM RESOLUTION PROCESS

Contractor will be responsible for developing, managing and report on the status of work against the CAP. The County will provide timely and relevant resource(s) to assist, as needed, and to provide relevant information to assist Contractor in the development of the CAP. The Corrective Action Plan will include, and be shared with County, as follows:

- Description of the Deficiency, as determined at time of initial report. The description may be enhanced, over time, as the Deficiency is investigated.
- Initial plan for remediation of the Deficiency. Such initial plan may be revised, as required by County.
- Communication from Contractor to County on the CAP will be frequent and periodic for Severity Level 1 and 2 Deficiencies.
- As soon as practicable, Contractor shall provide County with a written or electronic report or summary that may include a detailed explanation of the status of the Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. Contractor will provide, if available, options for System workaround procedures.
- Contractor will provide County with a process to initiate, develop, review, execute and close out a CAP.

For any Deficiency reported by County or discovered by Contractor, Contractor shall immediately commence corrective action.

Without limiting the foregoing, in the event a Major Deficiency is not resolved within eight (8) hours, Contractor will escalate the issue to Contractor's Support Manager (also, "Support Manager") identified in Section 2 (Contractor Key Personnel) of Exhibit F (Administration of Agreement). Promptly following such escalation, the Support Manager and County's Project Director or designee (County's Project Manager) will meet to discuss the status of the Deficiency, actions taken, detailed mitigation plans, an estimated time for completing the correction of such Deficiency and options for mitigating detrimental effects of the Deficiency on County business (e.g., through deployment of interim workaround). In the event a Major Deficiency is not resolved within twelve (12) hours, Contractor will escalate the issue to Contractor's Executive (also, "Support Executive") identified in Section 2 (Contractor Key Personnel) of Exhibit F (Administration of Agreement). Promptly following such escalation, the Support Executive and the Chief Information Officer of the Department or the equivalent designee of the Director will meet to discuss the status of the Deficiency, actions taken, detailed mitigation plans, an estimated time for completing the correction of such Deficiency and options for mitigating detrimental effects of the Deficiency on County business (e.g., through deployment of interim workaround) and the final resolution of the Deficiency.

For each Major Deficiency, Contractor will designate a dedicated resource to interface with County regarding all aspects of resolution efforts from the time the Deficiency is reported by County all the way through resolution of the Deficiency.

### 5.3 SYSTEM PERFORMANCE REQUIREMENTS

Contractor shall correct all Deficiencies and, in particular, Major Deficiencies with Severity Level 1 and Severity Level 2. Upon discovery or reporting of a Deficiency, Contractor shall provide County with a written or electronic report that includes a detailed explanation of the status of resolution of such Deficiency, preliminary actions taken and the resolution plan.

The System shall meet the System Performance Requirements specified below that are within Contractor's control, including but not limited to those relating to Response Time and System Availability, as further specified in this SLA and the Solution Requirements. All System Performance Deficiencies shall be deemed Severity Level 3 Deficiencies or higher for the

purpose of the correction of Deficiencies and other County remedies.

| <b>SYSTEM PERFORMANCE CATEGORY</b> | <b>SYSTEM PERFORMANCE REQUIREMENT</b>  |
|------------------------------------|--|
| System Availability                | 99%  |
| Response Time                      | Transaction throughput information is published daily on <a href="http://trust.salesforce.com/trust/status/">http://trust.salesforce.com/trust/status/</a> . Salesforce routinely processes over 4 billion transactions during normal Business Days. Of the over 4 billion transactions performed daily on the Salesforce multi-tenant infrastructure, over 50% of these transactions are through the API. In general, Salesforce averages response times around 0.25 seconds. |
| Performance Reports                | The System must provide performance reports that indicate: <ul style="list-style-type: none"> <li>• Average and peak response times by period</li> <li>• Average and peak transaction throughput by period</li> <li>• Error counts and rates by period</li> </ul>  |

#### 5.4 RESOLUTION OF DEFICIENCIES

Resolution of Deficiencies shall be subject to the Dispute Resolution Procedure.

#### 6. **APPLICATION MODIFICATIONS**

If requested by County and agreed to by the parties, Contractor shall provide Application Modifications, including Programming Modifications, using the hours earmarked for Application Management Services, provided that there are remaining in the applicable month sufficient hours earmarked for Application Management Services. Application Modifications included within Application Management Services shall be provided by Contractor at the Fixed Hourly Rate of \$200 per hour.



**SCHEDULE D.2**  
**ON-DEMAND APPLICATION SUPPORT**  
**FOR**  
**ALTERNATE PUBLIC DEFENDER CASE MANAGEMENT SYSTEM**

**SCHEDULE D.2**  
**ON-DEMAND APPLICATION SUPPORT**  
**[RESERVED.]**



**SCHEDULE D.3**  
**MAINTENANCE AND SUPPORT PROCESS**

[\_\_\_\_\_] 2022



### **SCHEDULE D.3**

#### **MAINTENANCE AND SUPPORT PROCESS**

This Schedule D.3 describes the process for provision of System Maintenance Services for the System under the Agreement, including the Application Management Services, as further specified in Exhibit D.

When County reports or Contractor identifies the need for Maintenance Services or Support Services (hereinafter “Support Requests”) to correct a System problem or create an Application Modification such as a System enhancement, Contractor shall adhere to the following process for taking action:

1. **BREAK FIXES**

Contractor will provide a written estimate for any work that needs to be completed with a level of effort in excess of eight (8) hours. Contractor will wait for up to one (1) hour for County approval. If no response is received for a Severity Level 1, 2, or 3 issue within one (1) hour, Contractor will commence work on the fix. Any work with an estimate of up to eight (8) hours will be executed immediately without direct County approval. For a Severity Level 4 issue, Contractor will wait for County approval.

2. **ENHANCEMENTS**

Contractor will provide a written estimate that includes a level of effort for any Application Modifications requested by County, including enhancements. Contractor will not start on any enhancement work until it receives County approval. Application Modifications, including enhancements, shall be subject to the provisions governing Optional Work, including Paragraphs 5.4 (Optional Work) and 8.4 (Optional Work) of the Base Agreement.

3. **MONTHLY REPORTING**

To manage the budgeted hours per month for Support Requests, Contractor will provide a monthly report. The report will include line items for all Support Requests as well as line items for time-tracking, which will include a cross-reference to Support Requests worked on for those hours.

4. **EXCESS HOURS**

Contractor will not provide any M&S work described hereunder in excess of the budgeted monthly hours in any given month unless it has County approval. A buffer of plus 10% will be allowed in any given month.



**EXHIBIT E**  
**ADMINISTRATION OF AGREEMENT**  
**FOR**  
**ALTERNATE PUBLIC DEFENDER CASE MANAGEMENT SYSTEM**

**EXHIBIT E**  
**ADMINISTRATION OF AGREEMENT**

**AGREEMENT NUMBER** \_\_\_\_\_

**1. COUNTY KEY PERSONNEL**

**COUNTY'S PROJECT DIRECTOR:**

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

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: (XXX) XXX-XXXX \_\_\_\_\_

FACSIMILE: (XXX) XXX-XXXX \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**COUNTY'S PROJECT MANAGER:**

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

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: (XXX) XXX-XXXX \_\_\_\_\_

FACSIMILE: (XXX) XXX-XXXX \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**2. CONTRACTOR KEY PERSONNEL**

**CONTRACTOR'S PROJECT DIRECTOR:**

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

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: (XXX) XXX-XXXX \_\_\_\_\_

FACSIMILE: (XXX) XXX-XXXX \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

NAME: TBD \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: (XXX) XXX-XXXX \_\_\_\_\_

FACSIMILE: (XXX) XXX-XXXX \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**CONTRACTOR'S SUPPORT MANAGER:**

NAME: Jessica Meister \_\_\_\_\_

TITLE: Director Agile Program Management \_\_\_\_\_

ADDRESS: 11030 Circle Point Road \_\_\_\_\_

Westminster, CO 80020 \_\_\_\_\_

TELEPHONE: (303) 728-3636 \_\_\_\_\_

FACSIMILE: (XXX) XXX-XXXX \_\_\_\_\_

E-MAIL ADDRESS: Jessica.meister@publicissapient.com \_\_\_\_\_

**CONTRACTOR'S PROJECT EXECUTIVE:**

NAME: James Kessler \_\_\_\_\_

TITLE: Senior Vice President \_\_\_\_\_

ADDRESS: 40 Water Street \_\_\_\_\_

Boston, MA 02109 \_\_\_\_\_

TELEPHONE: (617) 963-1610 \_\_\_\_\_

FACSIMILE: (XXX) XXX-XXXX \_\_\_\_\_

E-MAIL ADDRESS: JAMES.KESSLER@PUBLICISSAPIENT.COM \_\_\_\_\_



**EXHIBIT F**  
**CONFIDENTIALITY AND ASSIGNMENT AGREEMENT**  
**FOR**  
**ALTERNATE PUBLIC DEFENDER CASE MANAGEMENT SYSTEM**

**EXHIBIT F****CONFIDENTIALITY AND ASSIGNMENT AGREEMENT****CONTRACTOR** \_\_\_\_\_**1. GENERAL INFORMATION**

The organization identified above (“Contractor”) is under agreement (“Agreement”) to provide Work (as such term is defined in the Agreement) to the County of Los Angeles (“County”). County requires each employee, agent, consultant, outsourced vendor and independent contractor of this Contractor performing Work under such Agreement to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact.

Contractor, by executing this Confidentiality and Assignment Agreement, represents that it shall ensure each such staff member’s compliance with the obligations regarding such data and information, as set forth in the Base Agreement, including this Exhibit F.

**2. CONTRACTOR ACKNOWLEDGMENT**

Contractor understands and agrees that all of Contractor’s, or any subcontractor’s, staff that will provide Work pursuant to the above-referenced Agreement are Contractor’s, or any subcontractor’s, sole responsibility. Contractor understands and agrees that its, or any subcontractor’s, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff’s performance of Work under the Agreement.

Contractor understands and agrees that its, or any subcontractor’s, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Work under the above-referenced Agreement. Contractor understands and agrees that its, or any subcontractor’s, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

**3. CONFIDENTIALITY**

Contractor, any subcontractor, and their staff, by virtue of performing Work under the above-referenced Agreement, may come in contact with (i) County’s Confidential Information (as such term is defined in the Base Agreement to the Agreement), (ii) data and information, which County may have an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to County or other organizations doing business with County (collectively for the purpose of this Exhibit F “Confidential Information”). By signing this Confidentiality and Assignment Agreement, Contractor agrees that, by virtue of involvement in the Work under the Agreement, it, any subcontractor, and their staff shall protect the confidentiality of all such County’s Confidential Information pursuant to the terms of Paragraph 18 (Confidentiality and Security) of the Base Agreement and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all staff, (i) to protect from loss and hold in confidence any and all County's Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person or otherwise disclose any County's Confidential Information obtained while performing Work under the above-referenced Agreement; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Work pursuant to the Agreement. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such information in their possession or care to County's Project Manager under the Agreement.

Contractor agrees to report to County's Project Manager under the Agreement any and all violations of this Agreement, including unauthorized disclosures or copying of County's Confidential Information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all County's Confidential Information to County's Project Manager under the Agreement upon completion of the above-referenced Agreement, or termination of employment with Contractor, or any subcontractor, whichever occurs first.

#### 4. **ASSIGNMENT OF PROPRIETARY RIGHTS**

All County Materials provided by Contractor and related Documentation (as defined in Paragraph 16 (Proprietary Considerations) of the Base Agreement) shall belong exclusively to County whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all County Materials shall be deemed to be "works made for hire" under the United States Copyright Act, and County shall be deemed to be the author thereof.

If and to the extent any County Materials are determined not to constitute "works made for hire", or if any rights in the County Materials do not accrue to Contractor as a work made for hire, Contractor agrees to ensure that all right, title and interest in such County Materials, including but not limited to all copyrights, patents, trade secret rights and other proprietary rights in or relating to the County Materials, are irrevocably assigned and transferred to Contractor to the maximum extent permitted by law all. Without limiting the foregoing, Contractor agrees to ensure that: (i) all economic rights to the County Materials, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey, and otherwise exploit the County Materials, are assigned and transferred to Contractor; (ii) Contractor is entitled to any and all modifications, uses, publications and other exploitation of the County Materials without consequences; and (iii) Contractor obtains United States or foreign letters patent, copyright registrations and other proprietary rights covering inventions and original works of authorship in the County Materials.

Furthermore, Contractor agrees to execute all necessary documents and to perform all other acts in order to assign all of Contractor's right, title and interest in the County Materials, as further specified in the Base Agreement.

**SIGNED** \_\_\_\_\_  
**DATE** \_\_\_\_\_

**PRINTED** \_\_\_\_\_  
**TITLE** \_\_\_\_\_





**EXHIBIT G**  
**CONTRACTOR'S EEO CERTIFICATION**  
**FOR**  
**ALTERNATE PUBLIC DEFENDER CASE MANAGEMENT SYSTEM**

**EXHIBIT G**  
**CONTRACTOR'S EEO CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

**GENERAL**

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

**CERTIFICATION**

|   | <b><u>YES</u></b> | <b><u>NO</u></b> |
|---|-------------------|------------------|
| 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.  | (   )             | (   )            |
| 2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.  | (   )             | (   )            |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.   | (   )             | (   )            |
| 4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | (   )             | (   )            |

---

Signature

---

Date

---

Name and Title of Signer (please print)



**EXHIBIT H**  
**JURY SERVICE ORDINANCE**  
**FOR**  
**ALTERNATE PUBLIC DEFENDER CASE MANAGEMENT SYSTEM**

**EXHIBIT H**  
**JURY SERVICE ORDINANCE**

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
**CONTRACTOR EMPLOYEE JURY SERVICE**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

**EXHIBIT H****JURY SERVICE ORDINANCE**

## Title 2 ADMINISTRATION

## Chapter 2.203.010 through 2.203.090

**CONTRACTOR EMPLOYEE JURY SERVICE**

Page 2 of 3

- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

**EXHIBIT H**  
**JURY SERVICE ORDINANCE**  
Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
**CONTRACTOR EMPLOYEE JURY SERVICE**

Page 3 of 3

**2.203.070. Exceptions.**

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

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

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

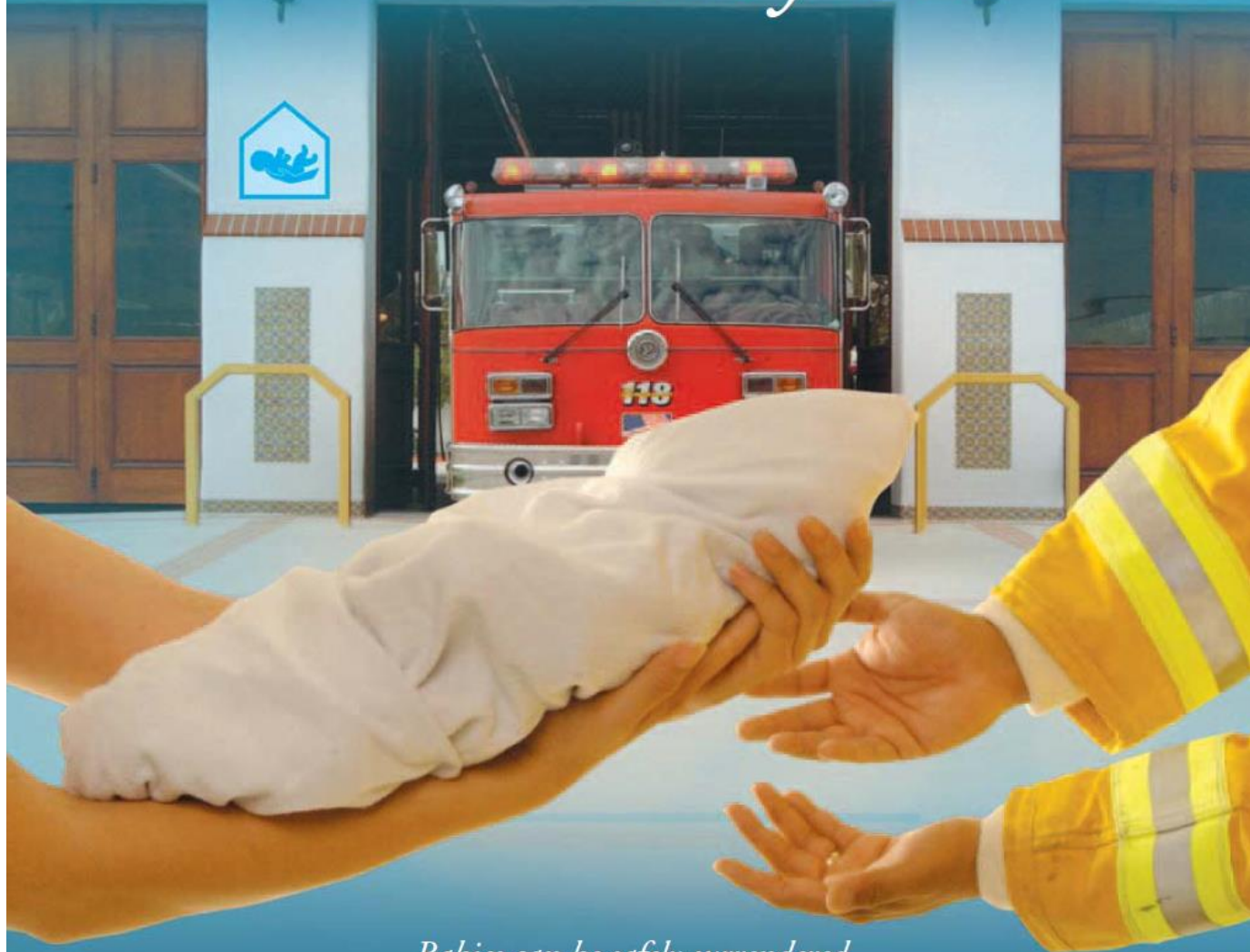
**2.203.090. Severability.**

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



**EXHIBIT I**  
**SAFELY SURRENDERED BABY LAW**  
**FOR**  
**ALTERNATE PUBLIC DEFENDER CASE MANAGEMENT SYSTEM**

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

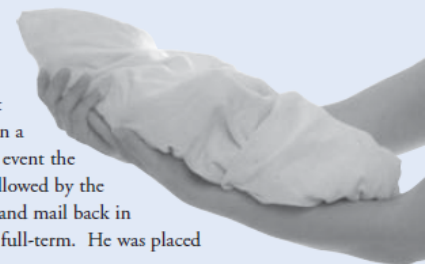
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## A baby's story

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



# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

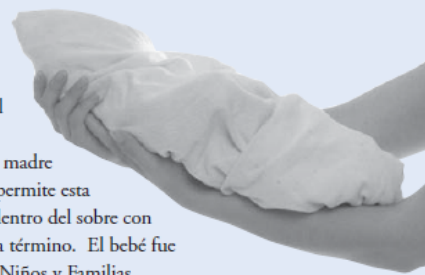
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

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

## Historia de un bebé

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





**EXHIBIT J**  
**SOURCE CODE ESCROW AGREEMENTS**

[\_\_\_\_\_] 2022

**EXHIBIT J**  
**SOURCE CODE ESCROW AGREEMENTS**

None applicable as of Effective Date of Agreement



**EXHIBIT K**  
**PRE-APPROVED SUBCONTRACTORS**  
**FOR**  
**ALTERNATE PUBLIC DEFENDER CASE MANAGEMENT SYSTEM**

**EXHIBIT K**  
**PRE-APPROVED SUBCONTRACTORS**

The following entities are engaged by Contractor, directly or indirectly, as subcontractors to provide Work under the Agreement:

- Carahsoft Technology Corp.
- Salesforce.com, Inc.
- LinkPoint360, LLC
- Luminix, Inc.
- Nintex USA Inc.
- Box, Inc.
- Image Access Corp.



**EXHIBIT L**  
**SUBSCRIPTION LICENSE,  
SERVICE LEVELS AND SUPPORT TERMS  
FOR  
ALTERNATE PUBLIC DEFENDER CASE MANAGEMENT SYSTEM**



**EXHIBIT L**  
**SUBSCRIPTION LICENSE, SERVICE LEVELS  
AND SUPPORT TERMS**

**1. GENERAL**

This Exhibit L sets forth the terms of the License and System Maintenance to be provided by Contractor only for Licensed Software comprising the Solution (hereinafter also “Subscription Services”) during the term of the Agreement up to the number of Users specified in Exhibit B (Pricing Schedule), to the extent applicable.

The following Schedules, are attached to and form a part of the Subscription Services set forth in this Exhibit L applicable to each Software Vendor sublicensing the Licensed Software under the Agreement:

- Schedule L.1 – Salesforce.com, Inc.
- Schedule L.2 – LinkPoint360, LLC
- Schedule L.3 – Luminix, Inc.
- Schedule L.4 – Nintex USA LLC
- Schedule L.5 – Box, Inc.
- Schedule L.6 – Image Access Corp.

Notwithstanding anything to the contrary set forth in the Agreement, in the event of any conflict or inconsistency between the provisions of the Base Agreement, this Exhibit L and/or any of the Schedules attached hereto, such conflict or inconsistency shall be resolved by giving precedence first to the provisions of the Base Agreement, followed by this Exhibit L and then the Schedules attached to this Exhibit L.

Capitalized terms used in this Exhibit L without definitions shall have the meanings given to such terms in the Base Agreement. Unless defined in the Base Agreement or in this Exhibit L, capitalized terms used in any Schedule attached to this Exhibit L shall have the meanings given to such terms in such Schedule.

**2. SCOPE OF SUBSCRIPTION SERVICES**

**2.1 LICENSE TERMS**

In addition to the provisions specified in Paragraph 10.2 (License) of the Base Agreement, Contractor’s License for each component of the Licensed Software shall be subject to the applicable provisions, including License rights and restrictions, set forth in the applicable Schedule attached to this Exhibit L.

**2.2 SYSTEM MAINTENANCE**

In addition to System Maintenance Services for Application Software provided by Contractor under the Agreement, including Vertiba Managed Services and On-Demand Application Support, Contractor shall provide System Maintenance for the Licensed Software that is part of the Solution, including Maintenance Services and Support Services, as provided in the Schedules attached to this Exhibit L.



**SCHEDULE L.1**  
**SALESFORCE.COM**

[\_\_\_\_\_] 2022

## **SCHEDULE L.1**

### **SALESFORCE.COM**

The County of Los Angeles (“County” or “Customer”) has entered into an agreement with Sapient Corporation. (“Contractor”), including subcontracts with the Reseller and SFDC (“Agreement”), for developing and maintaining and supporting a Client Case Management System (“System”) application based on and including SFDC Services. This Schedule L.1 sets forth the license, service levels and support terms applicable to the SFDC Services to be provided under such Agreement (also referred to as “Subscription Services” or “SFDC Service Terms”) in addition to the terms set forth in the Agreement.

### **PART 1 – SUBSCRIPTION LICENSE TERMS**

The SFDC Services to be provided to County under the Agreement shall be subject to the license terms (“License” or “Subscription License”) set forth in this Part 1 below.

#### **1. DEFINITIONS**

“**Content**” means information obtained by SFDC from publicly available sources or its third party content providers and made available to Customer through the SFDC Services, as more fully described in the Documentation.

“**Customer**” means the entity for which Contractor has contracted with Reseller to purchase subscriptions to use the SFDC Services, subject to the conditions of these SFDC Service Terms.

“**Customer Data**” means any electronic data or information submitted by or for Customer to the SFDC Services, excluding Content and Non-SFDC Applications.

“**Documentation**” means the applicable Marketing Cloud Service’s [Trust and Compliance](#) documentation, and its usage guides and policies, as updated from time to time, accessible via [help.salesforce.com](http://help.salesforce.com) or login to the applicable SFDC Services.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Marketplace**” means an online directory, catalog or marketplace of applications that interoperate with the SFDC Services, including, for example, the AppExchange located at <http://www.salesforce.com/appexchange>, the HubExchange located at <https://hubexchange.exacttarget.com/>, the Heroku add-ons catalog located at <https://addons.heroku.com/>, and any successor websites.

“**Non-SFDC Application**” means any mobile, Web-based, offline or other software application that is provided by Contractor, Reseller, Customer or a third party and interoperates with the SFDC Services, including, for example, an application that is developed by or for Customer, is listed on a Marketplace, or is identified as Salesforce Labs or by a similar designation.

“**Qualified US Citizen**” means a US-based US citizen who has completed a tier 3 MBI per US Federal Government Investigative Standards by US Personnel Security Program.

“**Reseller**” means Carahsoft Technology Corp.

“**SFDC**”; “Salesforce” means Salesforce.com, Inc., located at The Landmark @ One Market, Suite 300, San Francisco, CA 94105, USA.

“**SFDC Services**” means the Salesforce products and services offered and/or provided to Customer under the Agreement, including associated online and offline components, as described in the Documentation and/or the Agreement. “SFDC Services” exclude Content and Non-SFDC Applications.

“**User**” means an individual who is authorized by Customer to use the SFDC Services on behalf of Customer and to whom Customer (or, when applicable, SFDC at Contractor’s or Reseller’s request), has supplied a user identification and password. Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

## 2. **SUPPORT**

All support inquiries and matters must be made by Customer through SFDC.

## 3. **USE OF SFDC SERVICES AND CONTENT**

**3.1. Usage Limits.** SFDC Services and Content are subject to usage limits specified in the Agreement and/or the Documentation, as applicable. Unless otherwise specified, (a) a User’s password may not be shared with any other individual, and (b) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the SFDC Services.

**3.2. Customer Responsibilities.** Customer will (a) be responsible for Users’ compliance with the SFDC Service Terms and the Documentation, (b) be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquires Customer Data, (c) submit Customer Data only in accordance with the Documentation and applicable laws and government regulations, (d) use commercially reasonable efforts to prevent unauthorized access to or use of the SFDC Services, and notify SFDC or Contractor promptly of any such unauthorized access or use, (e) use the SFDC Services only in accordance with these SFDC Service Terms, the Documentation, the Agreement and applicable laws and government regulations, and (f) comply with terms of service of Non-SFDC Applications with which Customer uses SFDC Services or Content.

**3.3. Usage Restrictions.** Customer will not (a) make the SFDC Services or Content available to, or use the SFDC Services or Content for the benefit of, anyone other than Users, unless expressly stated otherwise in the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the SFDC Services or Content, or include any SFDC Services or Content in a service bureau or outsourcing offering, (c) use the SFDC Services or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, unless used, transmitted or maintained in the course of Customer’s normal business or legal representation obligations, (d) use the SFDC Services or Non-SFDC Applications to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the SFDC Services or third-party data contained therein, (f) attempt to gain unauthorized access to the SFDC Services or Content or their related systems or networks, (g) permit direct or indirect access to or use of SFDC Services or Content in a way that circumvents a contractual usage limit, or use any SFDC Services to access or use any of SFDC’s intellectual property except as permitted under these SFDC Service Terms, or the Documentation, (h) copy SFDC Services or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein the Documentation, (j) access the SFDC Services or Content in order to build a product or service or to benchmark with a non-SFDC competitive product or service, (k) frame or mirror any part of the SFDC Services or Content, other than copying or framing on Customer’s own intranets or otherwise for its own internal business purposes, (l) access the SFDC Services or Content in order to build a competitive product or service, or (m) reverse-engineer the SFDC Services. Customer’s or a User’s intentional violation of the foregoing, or any use of the SFDC Services in breach of these SFDC Service Terms or the Documentation (if applicable) by Customer or Users that in SFDC’s

judgment imminently threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension or termination of the SFDC Services. Section (c) of the previous paragraph shall not apply to Customer's day-to-day business activities.

- 3.4. External-Facing Services.** If Customer subscribes to the SFDC Services for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, Customer will comply with, and be responsible for Users' compliance with, SFDC's External-Facing Services Policy at <http://www.salesforce.com/company/legal/agreements.jsp> and [https://static.carahsoft.com/concrete/files/7715/9896/8711/SFDC\\_TERMS\\_OF\\_USE.pdf](https://static.carahsoft.com/concrete/files/7715/9896/8711/SFDC_TERMS_OF_USE.pdf), as may be applicable to the SFDC Services, and be solely responsible for complying with applicable law in any use of cookies or other tracking technologies.
- 3.5. Removal of Content and Non-SFDC Applications.** If SFDC is required by any third party rights holder to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, unless such Content is used, transmitted or maintained in the course of Customer's normal business or legal representation obligations, SFDC may discontinue Customer's access to such Content through the SFDC Services and/or may on notice to Contractor or to Customer require Customer to discontinue all use of such Content and, to the extent not prohibited by law, promptly remove such Content from its systems. If SFDC receives information that a Non-SFDC Application used with the SFDC Services by Customer may violate the External-Facing Services Policy or applicable law or third-party rights, SFDC may so notify Customer and Contractor and, in such event, Contractor will promptly disable such Non-SFDC Application or modify the Non-SFDC Application to resolve the potential violation. If Contractor or Customer does not take required action in accordance with the above, SFDC may disable the applicable Content, the SFDC Services and/or Non-SFDC Application until the potential violation is resolved. If so requested by SFDC, Contractor shall certify such deletion and discontinuance of use in writing, and SFDC shall be authorized to provide a copy of such certification to any such third party claimant or governmental authority, as applicable.

#### **4. NON-SFDC PROVIDERS**

If Customer chooses to use a Non-SFDC Application with the SFDC Services, Customer grants SFDC permission to allow the Non-SFDC Application and its provider to access Customer Data as required for the interoperation of that Non-SFDC Application with the SFDC Services. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by the provider of such Non-SFDC Application or its provider. The SFDC Services may contain features designed to interoperate with such Non-SFDC Applications. To use such features, Customer may be required to obtain access to such Non-SFDC Applications from their providers and may be required to grant SFDC access to Customer's account(s) on such Non-SFDC Applications. SFDC cannot guarantee the continued availability of such SFDC Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding SFDC Service features in a manner acceptable to SFDC.

#### **5. PROPRIETY RIGHTS AND LICENSES**

- 5.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, SFDC, on behalf of itself, its licensors and Content providers, reserves all rights, title and interest in and to only the SFDC Services and Content described in this Schedule L.1, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 5.2. Access to Content.** Access to Content is subject to the terms of the Agreement, these SFDC Service Terms and the Documentation.

- 5.3. License by Customer to Host Customer Data and Applications.** Customer grants to Contractor, for use by SFDC, its Affiliates and applicable contractors, a worldwide, limited-term license to host, copy, transmit and display Customer Data, and any SFDC and Non-SFDC Applications and program code created by or for Customer using the SFDC Services or for use by Customer with the SFDC Services, as necessary for Contractor to provide the SFDC Services in accordance with this Schedule L.1 and the Documentation. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under these SFDC Service Terms in or to any Customer Data, Non-SFDC Application or such program code.

**License by Customer to Use Feedback.** Customer grants to SFDC and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, license to use and incorporate into its services any suggestions, enhancement requests, recommendations, correction or other feedback provided by Customer or its Users, relating to the operation of SFDC's or its Affiliates' services in accordance with the terms of the Agreement.

## **6. DISASTER RECOVERY**

Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, backed up at the primary data center, and then cloned at an archive data center. Backups are performed daily at each data center facility without stopping access to the application. Backup cloning is transmitted over an encrypted network (our MPLS network across all data centers). Backups are retained for 90 days. Backups never physically leave our secure data center facilities, unless they are to be retired and destroyed through a secure destruction process.

This paper further explains the technology that makes the Salesforce Force.com platform fast, scalable and secure for any type of application: [https://developer.salesforce.com/page/Multi\\_Tenant\\_Architecture](https://developer.salesforce.com/page/Multi_Tenant_Architecture). The County has been provided access to Salesforce's FedRAMP package under NDA to the County Chief Information Security Officer that contains the details of our Disaster Recovery Plan.

## **7. WARRANTY DISCLAIMER**

As between SFDC and Customer, SFDC makes no warranty of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Content is provided "as is," and as available exclusive of any warranty whatsoever.

With respect only the SFDC Services described in this Schedule L.1, Contractor warrants solely for the benefit of Customer that (i) SFDC Services will be provided in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) Contractor owns, or otherwise has obtained sufficient rights, for provision of the SFDC Services and the SFDC Technology to grant the rights and licenses granted herein; and (iii) the SFDC Services and SFDC Technology do not infringe upon any intellectual property rights of any third party. This warranty does not apply to any damage resulting from unauthorized use or negligence on the part of Customer.

## **8. NO LIABILITY**

In no event shall SFDC have any liability to Customer or any user for any damages whatsoever, including but not limited to direct, indirect, special, incidental, punitive, or consequential damages, or damages based on lost profits, however caused and, whether in contract, tort or under any other theory of liability, whether or not customer has been advised of the possibility of such damages. SFDC disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers.



## 9. GENERAL

- 9.1. Notice.** Any notice or other obligations that SFDC has to customers generally under the Documentation shall not apply as between SFDC and Customer. Any notices that SFDC is required to provide under the Documentation shall be provided by SFDC to Contractor or Customer based on the circumstances and designated contact information for notices available to SFDC in the SFDC Services. Contractor shall ensure that all notices provided by SFDC to Contractor shall be forwarded to the appropriated County contracts set forth in the Agreement.
- 9.2. Waiver.** No failure or delay by SFDC in exercising any right under these SFDC Service Terms will constitute a waiver of that right.
- 9.3. Severability.** If any provision of these SFDC Service Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these SFDC Service Terms will remain in effect.
- 9.4. Further Contact.** SFDC may contact Customer or Contractor regarding new SFDC service features and offerings.
- 9.5. Source Code Escrow.** SFDC shall maintain Customer as a beneficiary under SFDC's pre-existing Escrow Services Agreement for Deposit Account Number 3728 with Iron Mountain Intellectual Property Management, Inc. (hereinafter the Escrow Services Agreement, together with the Beneficiary Enrollment Form attached under Exhibit J (Source Code Escrow Agreements) to the Agreement, "Source Code Escrow Agreement"). SFDC shall release the Source Code for SFDC Services to County, and County shall have the right to immediately begin using the Source Code, at no charge to County, upon the occurrence of any one of the Release Conditions for County to perform its own support and maintenance. Any and all fees and costs associated with maintaining Customer as a beneficiary under the Source Code Escrow Agreement or the Source Code Escrow Agreement itself shall be borne by Contractor or Reseller. Consequently, payment of any and all fees and costs required by the Source code Agreement to be made by County for maintaining the Source Code in escrow, the Source Code Escrow Agreement or County as a beneficiary to such Source Code Escrow Agreement shall be made by Contractor or Reseller on behalf of County.

Should use of the Source Code as provided in Paragraph 10.7 (Post-Agreement Proprietary Rights) of the Agreement involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which SFDC has an interest, SFDC acknowledges, represents and warrants that SFDC shall not assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User, provided that the use of the Software and its Source Code is in accordance with the terms of Agreement, including Paragraph 10.2 (License) of the Agreement and this Schedule L.1.

- 9.6. Bankruptcy.** All rights and licenses granted pursuant to any section of this Schedule L.1 are, and will otherwise be, for purposes of Section 365(n) of the U.S. Bankruptcy Code (the "Code") and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced, or renumbered from time to time), executory licenses of rights to "intellectual property", as defined under Section 101 (35A) of the Code and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced or renumbered from time to time). Customer shall have the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Schedule L.1. Without limiting the generality of the foregoing, SFDC acknowledges and agrees that, if SFDC or its estate shall become subject to any bankruptcy or similar proceeding, subject to Customer's rights of election, all rights and licenses granted to Customer under this Schedule L.1 will continue, subject to the terms and conditions hereof, and will not be affected, even by SFDC's rejection of this Schedule L.1.

## **PART 2 – SERVICE LEVELS AND SUPPORT TERMS**

This Part 2 sets forth the service levels and support terms (“Service Level Addendum” or “SLA”) that are part of the SFDC Services to be provided under the Agreement.

### **1. PREMIER+ SUCCESS PLAN**

The Premier+ Success Plan provides all the benefits listed below, which shall include an assigned support rep, priority case routing, one-hour response time for critical issues, 24x7 phone support, unlimited usage of the entire online Salesforce course library, and access to a team of expert Salesforce administrators.

- Access to a pool of Salesforce Certified Administrators who can configure and maintain the agency’s Salesforce edition
- More than 100 administrative services
- Additional expertise and programs from Salesforce’s Customers For Life (CFL) organization
- Multichannel customer service: web, email, and phone support
- 24x7 toll-free phone support
- Priority case queuing and routing
- Quick initial one-hour response time for critical issues
- Unlimited access to the entire online Salesforce course catalog
- An assigned support account rep
- Force.com code troubleshooting
- Customizable end-user course templates
- Premier Accelerators
- Premier Apps
- Exclusive webinars
- Premier Success Review to measure usage and trends
- Trailhead
- “Getting Started” online training catalog
- Certification prep courses
- Role-based, online, and video learning paths
- Success Communities
- Guided Journeys
- Circles of Success Interactive Events
- Access to over 90 Accelerators
- Exclusive certification practice exams

**NOTE:** The Salesforce Government Cloud requires the use of the Premier+ Success Plan. Government Cloud users receive technical support from Qualified U.S. Citizens.

### **2. AVAILABILITY**

SFDC shall make the SFDC Services available 99% of the time, except as provided below. Availability will be calculated per calendar quarter, as follows:



$$\left[ \left( \frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99\%$$

Where:

- *total* means the total number of minutes in the calendar quarter;
- *nonexcluded* means downtime that is not *excluded*; and
- *excluded* means:
  - Any planned downtime of which SFDC gives 24 or more hours' notice in accordance with the Agreement or via a conspicuous on-screen message in the Service. SFDC will use commercially reasonable efforts to schedule all planned downtime during the hours from 6:00 p.m. Friday to 3:00 a.m. Monday, U.S. Pacific Time.
  - Any period of unavailability lasting less than 15 minutes.
  - Any unavailability caused by circumstances beyond SFDC's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SFDC employees), denial-of-service attacks, or third-party Internet service provider failures or delays.

For any partial calendar quarter during which Customer subscribes to the SFDC Services, availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed.

### 3. REMEDIES

Should SFDC fail to make the SFDC Services available as set forth in Section 2 (Availability) above in a calendar quarter, Customer may terminate the SFDC Services under the Agreement by providing notice of termination in accordance with Section 4 (Reporting, Claims and Notices) below, in which case SFDC will refund to Customer any prepaid fees for the remainder of the SFDC Services subscription term(s) following the date of such termination. The remedies described in this paragraph shall be the sole remedies available to Customer for breach of this SLA.

### 4. REPORTING, CLAIMS AND NOTICES

To claim a remedy pursuant to this SLA, Customer shall send Contractor a notice containing the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim, including any relevant calculations.

Claims may be made on a calendar-quarter basis only and must be submitted within ten (10) Business Days after the end of the applicable quarter. To the extent applicable under the Agreement, where the SFDC Services subscription ends on a date other than the last day of a calendar quarter, any claim related to that subscription must be submitted within ten (10) Business Days after the subscription end date.

All claims will be verified against SFDC's system records. Should SFDC dispute any period of unavailability alleged by Customer, SFDC will provide to Customer and Contractor a record of SFDC Services availability for the applicable period. SFDC will provide such records only in response to claims made by Customer in good faith. Notwithstanding the foregoing, County claims hereunder submitted by Contractor on behalf of County shall be handled with County approval.

### 5. GENERAL

Services designated in writing as beta, limited release, developer preview, development or test bed environments, or by descriptions of similar import are excluded from this SLA. SFDC shall have no obligations under this SLA during any period in which Customer is in material breach of the Agreement with regards to Customer's obligations under this SLA.



**SCHEDULE L.2**  
**LINKPOINT 360, LLC**

[\_\_\_\_\_] 2022

## **SCHEDULE L.2**

### **LINKPOINT360, LLC**

The County of Los Angeles (“County” or “Licensee”) has entered into an agreement (“Agreement”) with Sapient Corporation. (“Contractor”) for developing and maintaining and supporting a Client Case Management System (“System” or “CMS”) incorporating Software provided and licensed by LinkPoint360, LLC (“Licensor”) Carahsoft Technology Corp. (“Reseller”). This Schedule L.2 (also, “License and Support Agreement”) sets forth the license, service levels, warranties and support terms applicable to the Software and related services (together “Software”) to be provided under such Agreement (also referred to as “Subscription Services”) in addition to the terms set forth in the Agreement.

### **PART 1 – SUBSCRIPTION LICENSE TERMS**

The Subscription Services to be provided to County under the Agreement with respect to the Software described hereunder shall be subject to the license terms (“License Terms”) set forth in this Part 1 of the License & Support Agreement below.

#### **1. DEFINITIONS**

In addition to the terms that are defined elsewhere in this Agreement, the defined terms below shall have the meanings given to them as follows:

- 1.1. “**End User(s)**” shall mean the persons designated by County to implement, use and/or maintain and support the System containing the Software, including County employees and agents, Contractor personnel, Pre-Approved Subcontractors (as defined in the Agreement) County third party contractors and other personnel performing such services on behalf of County or Contractor.
- 1.2. “**Software**” shall mean the certain LinkPoint360 Connect computer program(s) of Licensor included in the System under the Agreement, their database structure/schema and related documentation, and all Upgrades, all owned by Licensor.
- 1.3. “**Upgrade**” or “**Upgrades**” shall mean any new versions, updates, fixes, enhancements, service packs or other revisions of the Software as may be commercially released in the future at Licensor’s sole discretion.

#### **2. LICENSE**

Subject to and without limiting the Licensee’s rights under the Agreement with respect to the Licensed Software (as defined in the Agreement), including the Software described herein, the license for the Software set forth in this License & Support Agreement is subject to the terms specified below in this Section 2.

- 2.1. LICENSE GRANT. During the term of the Agreement, Contractor grants to County and End Users for use within CMS for the exclusive benefit of the County’s business operations the license to use the Software described herein. Licensor hereby authorizes Reseller to sell to County for use by the End Users Software subscription licenses (“Seats”) as specified in the Agreement under the terms and conditions of this License & Support Agreement. For each Seat, the Software may be installed on a maximum of three (3) computers; however, a given Seat may not be used on

more than one (1) computer concurrently. For the avoidance of doubt, a user ID for a given Seat may not be shared or used by more than one (1) person. The Software may be used by all End Users, provided that County will be solely responsible for the acts and omissions of such End Users and shall ensure that any third party use of the Software complies with the provisions of this License & Support Agreement.

- 2.2. DELIVERY. For each Software license that County purchases under the Agreement, Contractor shall provide to County a copy of the Software and associated materials as appropriate via network download for distribution to End Users. Each copy of the Software will be uniquely identified via a serial number, or otherwise, and will be associated with a particular End User account.
- 2.3. SALESFORCE.COM. The license for Licensor's Software products that are designed to integrate with Salesforce.com is expressly limited in such a way that a given Software license key may only be used by End Users within a single Salesforce.com Org (as defined below). County's use of such Software with more than one (1) Salesforce.com Org will require purchase of separate license keys for each such Salesforce.com Org as authorized under the Agreement. A Salesforce.com "Org" means a separate set of Salesforce.com customer data and product customizations stored in a logically separate database (i.e., in a database that is segregated from other databases through password controlled access).
- 2.4. BACKUPS. County is permitted to make one (1) copy of the Software in machine-readable form solely for backup purposes. Any such backup copy of the Software must include all copyright notices and any other proprietary legends on the original copy of the Software.
- 2.5. LICENSE TO USE TRADEMARK AND TRADE NAME. Any and all trademarks and trade names that Licensor uses in connection with the Software pursuant to the license grant provided hereunder are and remain the exclusive property of Licensor.

### **3. LICENSE RESTRICTIONS**

Subject to, without limiting the rights of County under, and except as permitted by the Agreement, including this License & Support Agreement, County or End Users may not:

- 3.1. Make or distribute copies of the Software;
- 3.2. Decompile, reverse-engineer, disassemble, or otherwise reduce the Software to a human perceivable form, except as permitted or required by law;
- 3.3. Attempt to remove any copyright notices or other reference to Licensor's ownership of the Software appearing on the Software or any materials and documentation provided therewith;
- 3.4. Rent, lease, sublicense or resell the Software;
- 3.5. Modify or create derivative works based upon the Software or any part thereof without approval or authorization of Contractor or Licensor;
- 3.6. Permit any third party to use the Software, or use the Software for purposes of processing the data of any third party other than for County's business purposes; or
- 3.7. Use the Software to violate (intentionally or unintentionally) any applicable local, state, national or international law or regulation, including but not limited to U.S. export laws. Notwithstanding the foregoing, County shall not be in violation of this Section 3.7 for storing, maintaining or

transmitting otherwise illegal content or material, if County stores, maintains or transmits such content or material in the course of County's normal business or legal representation obligations.

- 3.8. **SEATS**. County may request an increase in the number of Seats by written notice to Contractor, at any time, and may request a decrease in the number of Seats only via written notice sent at least thirty (30) days in advance of the expiration of the then current License Year (as defined in the Agreement). Upon receipt of either such notice, County and Contractor shall identify the revised number of Seats and corresponding annual License Fees (as defined in the Agreement) and modify the Agreement to the extent permitted under, and in accordance with, the Agreement. The License Fees for requests to increase the number of Seats will be prorated to reflect the amount of time remaining in the current License Year. For the avoidance of doubt, County is unauthorized to decrease the number of Seats and/or receive any corresponding refund of Fees, except as specified in this Section 3.8 above.

#### **4. SUPPORT**

For Seats purchased by County under the Agreement, Licensors shall support the Software as provided below in this Section 4 based on the Service Level specified in Part 2 (Service Levels and Support Terms) below in this Schedule L.2.

- 4.1. **SUPPORT**. Licensors shall provide email and telephone support of the Software during the term of the Agreement to answer questions and help troubleshoot any difficulties that End Users may have in using the Software. There is no limit to the number of support calls that County may place during the Agreement term; however, live support will only be provided by Licensors between the hours of 8:30 AM and 6:00 PM EST on normal business workdays (hereinafter, for purposes of this Schedule L.2 only, "Business Hours"). The support under this License and Support Agreement does not include any on-site support by Licensors. Support provided hereunder shall be subject to the provisions of Part 2 (Service Level and Support Terms) (also "SLA").
- 4.2. **ONLINE SUPPORT**. Contractor shall provide End Users with Internet access to Licensors' knowledge base and other help facilities posted on Licensors' web site, to also allow County and End Users to obtain solutions to problems by querying this knowledge base.
- 4.3. **UPGRADES**. As part of support hereunder, during the term of the Agreement, Contractor shall provide to County all Upgrades without any additional charge beyond the payment of the applicable License Fees specified in the Agreement.

#### **5. PROPRIETARY RIGHTS**

- 5.1. **OWNERSHIP**. Contractor represents and warrants that Licensors has all necessary rights in and to all copyrights, patents and other proprietary rights associated with the Software that are necessary to market, distribute, use and license the Software. Contractor further represents and warrants that Licensors has the unrestricted right and authority to provide the Software and associated maintenance and support under the Agreement.
- 5.2. **PROPERTY RIGHTS**. Contractor represents and warrants, and County acknowledges and agrees, that the Software and all copies thereof constitute valuable Licensors trade secrets and confidential/proprietary information and that title in the Software remains in the Licensors. All applicable copyrights, trade secrets, patents and other intellectual and property rights in the Software remain in the Licensors. All other aspects of the Software, including without limitation, programs, methods of processing, specific design and structure of individual programs and their

interaction and unique programming techniques employed therein as well as screen formats shall remain the sole and exclusive property of Licensor and shall not be sold, revealed, disclosed or otherwise communicated, directly or indirectly, by County to any person, company or institution, except for the purposes set forth herein or as provided in the Agreement. It is expressly understood that no title to or ownership of the Software, or any part thereof, is hereby transferred to County.

## **6. LIMITED WARRANTIES; REMEDIES**

In addition to the Licensed Software warranties and County's remedies set forth in the Agreement, Contractor shall provide the warranties and County shall be entitled to the remedies set forth below in this Section 6.

- 6.1. PERFORMANCE WARRANTIES. Licensor represents and warrants that during the term of the Agreement the Software will perform in substantial conformance with the documentation supplied or otherwise made available by Contractor or Licensor as part of the Software or associated services, including maintenance and support, and will be free from material defects in materials and workmanship under normal use.
- 6.2. OTHER WARRANTIES. Contractor represents and warrants that during the term of the Agreement:
  - 6.2.1. The Software will not infringe upon, violate or misappropriate the intellectual property rights of any third party;
  - 6.2.2. Licensor has the right to grant the licenses under the Agreement, free and clear of any and all agreements, liens, adverse claims, encumbrances or other interests of any third party;
  - 6.2.3. The Software and the media on which Software resides will not knowingly contain any viruses, "Trojan horses" or other malicious or harmful code, subject to Section 6.3 (Lockout Mechanism) below, and Contractor and Licensor will test the Software using industry standard virus detection tools to verify the absence of any malicious or harmful code prior to shipment to County; and
  - 6.2.4. The Software is not subject to any license that requires that other software or documentation that incorporates or is used with the Software be disclosed or distributed in source code form, or be licensed for the purpose of making derivative works.
- 6.3. LOCKOUT MECHANISM. Notwithstanding any other provision of this Agreement, County and Contractor hereby understand and agree that the Software does contain a lockout mechanism that provides Licensor or Contractor with the technical capability to disable the Software (the "Lockout"). Contractor hereby represents and warrants that neither Licensor nor Contractor will use the Lockout to disable the Software except in the event of failure to pay the Fees hereunder or other material breach of this Schedule L.2.
- 6.4. Except as set forth in the express limited warranties of Sections 6.1 (Performance Warranties), 6.2 (Other Warranties) and 6.3 (Lockout Mechanism), the Software is provided "as is", and Licensor makes no other warranty or representation, either express or implied, with respect to such Software. Licensor expressly disclaims all other warranties, either express or implied, including the warranties of merchantability, fitness for a particular purpose and non-infringement with respect to such Software.
- 6.5. Licensor makes no representation or warranty that the Software hereunder will: (i) be uninterrupted, timely, secure, complete, accurate or free from defects except as specified in

Section 6.1; (ii) operate in conjunction with hardware, operating systems, environments or software not specified or approved by Licensor, or that are incompatible with the current release or update of the Software per Licensor specifications; or (iii) operate correctly in the event that County fails to install new necessary Upgrades provided by Licensor.

- 6.6. Licensor expressly makes no warranties regarding protection of County data, and bears no responsibility for establishing procedures for the creation of back-up copies or security of County data or other information.
- 6.7. No oral or written information or advice given by Licensor, its dealers, agents or employees shall create a warranty of any kind, or in any way increase the scope of this warranty.
- 6.8. If any jurisdiction disallows the disclaimer of any warranty hereunder, then to the extent allowable by applicable law, such warranties shall be limited in duration to ninety (90) days from the effective date of such warranty.
- 6.9. If County deems that the Software has failed to perform as warranted in Section 6.1 (Performance Warranties) hereunder, County or Contractor, as applicable, shall so notify Licensor and provide a detailed description of the problem. If, after analyzing the problem, Licensor determines that the problem is genuine, Licensor shall make commercially reasonable efforts to correct the problem. In such case, County's sole remedy shall be to receive within a commercially reasonable time, an Upgrade issued by Licensor that addresses the problem. Contractor and County agree to cooperate and work closely with Licensor in a prompt and reasonable manner in connection with Licensor's correction efforts. If Licensor fails to correct, cure or otherwise remedy a material malfunction, County may terminate the Agreement with respect to the Subscription Services hereunder, and Contractor will refund a pro rata portion of pre-paid Subscription Fees.
- 6.10. Licensor shall have no responsibility with respect to the Software:
  - 6.10.1. To the extent that it has been altered in any way other than as expressly authorized by Contractor or Licensor;
  - 6.10.2. Where any failure to perform arises out of use of the Software in conjunction with other software or hardware not supplied, approved or recommended by Contractor or Licensor.
- 6.11. The warranty remedies set forth in the Agreement, including this Schedule L.2, with respect to the Software under this Schedule L.2, are exclusive and in lieu of any other remedies which might otherwise be available at law and/or in equity.

## **7. SOURCE CODE ESCROW**

LinkPoint360, LLC ("Licensor" or "LinkPoint") understands that Licensee must be assured of seamless, continued operations during the term of the term of the Agreement and thereafter upon occurrence of a Release Condition, consistent with the provisions of Paragraph 10.3 (Source Code for Licensed Software) of the Agreement, via source code escrow of the LinkPoint software products ("Software"). Licensor has an established Source Code Escrow Agreement with Escrow Associates, 1010 Huntcliff, Suite 1350, Atlanta, GA, a trusted source code escrow agent. In addition and subject to the provisions for depositing and maintaining the Source Code for Software in Source Code Escrow as specified in Paragraph 10.3 (Source Code for Licensed Software) of the Agreement, such Source Code Escrow shall be subject to the provisions specified in this Section 7 below.



- 7.1. ESCROW AGREEMENT. Licensor has and will maintain during the term of the Agreement, an active agreement with a reputable third party escrow agent (“Escrow Agreement”) for deposit of a human readable version of the Software (“Source Code”) including the preparatory work results and any associated documentation necessary for the correction, adaptation, compilation, linking, assembly, maintenance and installation of the Software (“Escrow Deposit”). The Escrow Deposit shall include: (a) the Source Code for the Software in both human and machine readable versions for the then-current version of the Software utilized by Licensee and any more recent embodiments of the Software; (b) full documentation and annotations to the Source Code; and (c) a list of all software tools required to build, use and maintain the Software. Licensor shall update the Escrow Deposit for each new version/release of the Software. Licensor shall bear the costs of establishing and maintaining the escrow account.
- 7.2. SOURCE CODE RELEASE. Licensee shall be entitled to the release of the Escrow Deposit for the purpose of maintaining and supporting the Software as provided in Paragraph 10.6 (Possession and Use of Source Code) of the Agreement upon the occurrence of any of the following conditions (in addition to the definition set forth in the Agreement, “Release Conditions”):
  - 7.2.1. Licensor becomes insolvent or files or suffers the filing of a petition in bankruptcy which is not contested within a thirty (30) day period or is the subject of a compulsory order for administration or winding up by a court; or
  - 7.2.2. Licensor ceases to carry on business on a regular basis and is unable to meet its obligations under this Agreement; or
  - 7.2.3. Licensor ceases to generally support the Software as a commercial product.
- 7.3. NOTIFICATION. Licensor shall promptly notify the Licensee of the occurrence of any Release Condition and shall provide the escrow agent with a copy of such notice. Within fifteen (15) days following the escrow agent’s receipt of such notice, the escrow agent shall deliver the Escrow Deposit to the Licensee. After release, Licensee shall have the right to use the Escrow Deposit for the limited purposes contemplated by this Agreement, including Paragraph 10.6 (Possession and Use of Source Code) of the Agreement. Licensee shall not distribute any components of the Escrow Deposit or copies thereof to any third party except as provided under Paragraph 10.2.3(4) of the Agreement, according to which County and each licensed User under the Agreement may permit third party access to the Software and the Source Code as necessary or appropriate for County to enjoy and exercise fully the rights granted under the Agreement and the License, including for the provision of System Maintenance, Application Modifications (as these terms are defined in the Agreement) and other business use or support of the Software as contemplated by the Agreement.
- 7.4. POST-AGREEMENT PROPRIETARY RIGHTS. Should use of the Source Code as provided in Paragraph 10.7 (Post-Agreement Proprietary Rights) of the Agreement involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Licensor has an interest, Licensor acknowledges, represents and warrants that Licensor shall not assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User, provided that the use of the Software and its Source Code is in accordance with the terms of Agreement, including Paragraph 10.2 (License) of the Agreement and this Schedule L.2.

- 7.5. BANKRUPTCY. All rights and licenses granted pursuant to any section of this Schedule L.2 are, and will otherwise be, for purposes of Section 365(n) of the U.S. Bankruptcy Code (the “Code”) and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced, or renumbered from time to time), executory licenses of rights to “intellectual property”, as defined under Section 101 (35A) of the Code and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced, or renumbered from time to time). Licensee shall have the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Schedule L.2. Without limiting the generality of the foregoing, Licensor acknowledges and agrees that, if Licensor or its estate shall become subject to any bankruptcy or similar proceeding, subject to Licensee’s rights of election, all rights and licenses granted to Licensee under this Schedule L.2 will continue, subject to the terms and conditions hereof, and will not be affected, even by Licensor’s rejection of this Schedule L.2.

## **PART 2 – SERVICE LEVELS AND SUPPORT TERMS**

This Part 2 sets forth the Service levels and support terms (“SLA”) that are part of the applicable Subscription Services to be provided under the Agreement. Support of the Software provided under Section 4 (Support) of this License & Support Agreement shall be subject to this SLA. County’s requests for service (“Service Calls”) will be responded to and resolved as follows.

### **1. SEVERITY 1 PROBLEMS**

- 1.1. **DEFINITION.** “Severity 1” means a defect that effectively disables the Software within a deployed System resulting in a critical impact on County’s operations.
- 1.2. **RESOLUTION.** Problem resolution for Severity 1 problems is defined as a permanent fix or a Workaround. The term “Workaround” shall mean a solution that resolves the problem without decreasing Software functionality or resulting in added material burden on or expense to the County.
- 1.3. **TIMEFRAME FOR RESOLUTION.** Licensor’s service technicians will respond to a County Service Call identifying a Severity 1 problem within two (2) Business Hours of receipt of the Service Call. The Licensor response shall be by personal telephone call or email, and not by recorded message. Licensor shall use best efforts to provide a permanent fix or Workaround resolution of Severity 1 problems as quickly as possible within two (2) Business Days after notice thereof from County or Contractor. Notwithstanding the foregoing, a permanent fix resolution shall be achieved no later than four (4) Business Days after notice thereof from County or Contractor.
- 1.4. **REMEDIES FOR FAILURE TO RESOLVE.** In addition to County’s remedies specified in the Agreement, if twice during any one (1) calendar month, Licensor fails to meet the support response and resolution times of this SLA for a Severity 1 problem, County will receive a service credit (“Service Level Credit”) of 5% in the form of partial refund of the Subscription Fees paid in respect of that month.

### **2. SEVERITY 2 PROBLEMS**

- 2.1. **DEFINITION.** “Severity 2” means a defect in the Software within a deployed System that results in County non-critical business activities being down or seriously degraded.
- 2.2. **RESOLUTION.** Problem resolution for Severity 2 problems is defined as a permanent fix or a Workaround.
- 2.3. **TIMEFRAME FOR RESOLUTION.** Licensor’s service technicians will respond to a County Service Call identifying a Severity 2 problem within four (4) Business Hours of receipt of the Service Call. The Licensor response shall be by personal telephone call and not by recorded message. Licensor shall use its best efforts to provide resolution of Severity 2 problems within five (5) Business Days after County’s or Contractor’s request for service.
- 2.4. **REMEDIES FOR FAILURE TO RESOLVE.** In addition to County’s remedies specified in the Agreement, if twice during any one (1) calendar month, Licensor fails to meet the support response and resolution times of this SLA for a Severity 2 problem, County will receive a Service Level Credit of 2% in the form of partial refund of the Subscription Fees paid in respect of that month.

**3. SEVERITY 3 PROBLEMS**

- 3.1. DEFINITION. “Severity 3” means (i) a defect that results in County non-critical business activities being non-materially degraded and (ii) questions and support inquiries.
- 3.2. RESOLUTION. Problem resolution for Severity 3 problems is defined as a permanent fix, a Workaround or satisfactory response to a support inquiry, as appropriate.
- 3.3. TIMEFRAME FOR RESOLUTION. Licensor’s service technicians will respond to a County Service Call identifying a Severity 3 problem within eight (8) Business Hours. Licensor will use reasonable efforts to implement a permanent fix or Workaround for a Severity 3 problem within five (5) Business Days. Such permanent fix may be provided in the next maintenance release Upgrade.
- 3.4. REMEDIES FOR FAILURE TO RESOLVE. Service Level Credits under this Schedule L.2 are not applicable to Severity 3 problems.



**SCHEDULE L.3**  
**LUMINIX, INC.**

[\_\_\_\_\_] 2022

## **SCHEDULE L.3**

### **LUMINIX, INC.**

The County of Los Angeles (“County” or “Customer”) has entered into an agreement with Sapient Corporation. (“Contractor”) for developing and maintaining and supporting a Client Case Management System (“System” or “CMS”) using Software provided and licensed by Luminix, Inc. (“Licensor”) through Reseller (“Agreement”). This Schedule L.3 sets forth the license, service levels and support terms applicable to the Software licenses and services to be provided under such Agreement (also referred to as “Subscription Services”) in addition to the terms set forth in the Agreement.

### **PART 1 – SUBSCRIPTION LICENSE TERMS**

The Subscription Services to be provided to County under the Agreement with respect to the Software shall be subject to the license terms (“License & Support Agreement”) set forth in this Schedule L.3.

#### **1. DEFINITIONS**

- 1.1 “Affiliate” of Customer shall mean any company, owned or controlled, directly or indirectly, now or hereafter, by County. The term “Customer” or “County” shall be interpreted to include its Affiliates.
- 1.2 “Agreement” shall mean the agreement entered into by County and Contractor, as described above.
- 1.3 “Device” shall mean any of the following: (i) Apple branded mobile tablet or phone, (ii) mobile tablet or phone running Android operating system 5.0 and up, or (iii) mobile tablet or laptop running Windows 10 and up.
- 1.4 “Documentation” shall mean the following documentation (in tangible, electronic or other form) that Licensor makes generally available to its customers or authorized users of the Software: (i) Licensor’s user operating manuals for the Software, and (ii) Licensor’s specifications documents for the Software.
- 1.5 “End-User” shall mean an employee, consultant or other authorized representative of Customer.
- 1.6 “Error” shall mean a material failure of the Software to operate in accordance with the applicable functional specifications for the Software set forth in the applicable Documentation or the Agreement.
- 1.7 “Information” shall mean, subject to the exceptions set forth in Section 9.3 (Exceptions) below, all financial and technical information, data, designs, specifications, know-how, non-public marketing strategies, business and marketing plans, price lists, inventions, processes, software programs, firmware, source code, algorithms, and other technical and business and all documents and materials relating to the Software or Licensor, supplied in connection with the Agreement by Contractor to County, which at the time of disclosure is designated by Contractor as confidential (or similar designation), is disclosed in circumstances of confidence, or would be understood by County and Contractor, exercising reasonable business judgment, to be confidential.
- 1.8 “Internal Business Purposes” shall mean the processing of Customer’s data in the ordinary course of Customer’s business or otherwise using the System in accordance with the terms of the Agreement.
- 1.9 “Licensed Term” shall mean the term of the Agreement.
- 1.10 “Pricing Schedule” shall mean the pricing terms set forth in each Pricing Schedule to the Agreement.
- 1.11 “Reseller” shall mean Carahsoft Technology Corp.
- 1.12 “Software” shall mean Licensor’s Pulsar software and other software products that are part of the CMS Solution and any improvements, enhancements, modifications, updates and releases thereof provided by Contractor to Customer under the Agreement.
- 1.13 “Upgrade” or “Upgrades” shall mean any new versions, fixes, enhancements, service packs or other revisions of the Software as may be commercially released in the future at Licensor’s sole discretion.

## 2. LICENSE

Subject to and without limiting the Licensee's rights under the Agreement with respect to the Licensed Software, including the Software described herein, or Contractor's rights with respect to such Software through Reseller's contract with Licensor, the license for the Software hereunder is subject to the terms specified below in this Section 2.

- 2.1 GRANT OF LICENSE. Subject to the terms and conditions of the Agreement and this License & Support Agreement, Contractor grants to Customer and its Affiliates a time-based, non-transferable, non-exclusive license during the term of the Agreement, without the right to sublicense, to use the Software on one (1) or more Devices controlled or owned by Customer for Customer's internal business purposes and solely in accordance with the Documentation and the Agreement. Customer may copy the Software only for backup purposes. Customer may not make the Software available over a network where it could be used by multiple Devices simultaneously. The license granted in this Section 2.1 is limited to the number of registered End-Users specified in the Agreement, including the Pricing Schedule. End-User licenses may not be shared or used by more than one (1) individual End-User at any time. Licensor is not responsible for the activities conducted under its End-User logins.
- 2.2 LEGAL USE OF SOFTWARE. Customer shall not, either directly or through an End-User, employee, agent or other third party, use the Software in a manner that is prohibited by any law or regulation, that violates any third-party rights or that facilitates the violation of any law, regulation or third party rights, or that would disrupt any third party use or enjoyment of any services provided by Licensor. Notwithstanding the foregoing, Customer shall not be in violation of this Section 2.2 in the event the data of Customer's System containing the Software maintains, as part of Customer's internal business, material, content or information that may be infringing, libelous, offensive or otherwise unlawful.
- 2.3 RESTRICTIONS ON USE OF SOFTWARE AND DOCUMENTATION. Customer shall not, and shall ensure that, any End-Users do not: (a) resell, sublicense, lease, time-share or otherwise make the Software available to any third party except as expressly permitted herein or in the Agreement; (b) use the Software to send or store infringing or unlawful material, unless necessary for Customer's business purposes, or material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (c) modify, copy or create derivative works based on the Software; (d) reverse-engineer, decompile or disassemble the Software; (e) access the Software for the purpose of building competitive software or service or copying its features or user interface; or (f) violate any applicable terms of use or restrictions on use related to Customer's Salesforce account or social media accounts. Customer shall use the Documentation solely in connection with the use of the Software in accordance with Agreement including this License and Support Agreement.
- 2.4 RESERVATION OF RIGHTS. Customer shall have no rights with respect to the Software or Documentation except as expressly set forth herein or the Agreement. All rights relating to the Software and Documentation that are not expressly granted hereunder or the Agreement to Customer are reserved and retained by Licensor. No license, right or interest in any Licensor or Customer trademark, copyright, trade name or service mark is granted hereunder. Licensor shall have a royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, worldwide, transferable, sublicensable license to use, copy, modify and distribute, including by incorporating into the Software any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its End-Users relating to the Software.

## 3. INTENTIONALLY OMITTED

## 4. WARRANTIES

In addition to the Licensed Software warranties and County's remedies set forth in the Agreement, Contractor shall provide the warranties and County shall be entitled to the remedies set forth below in this Section 4.

- 4.1 WARRANTY.
  - 4.1.1 Licensor and Contractor warrant to Customer that, during the "Warranty Period" as specified in the Agreement, the Software shall be free of Errors. If Customer or Contractor notifies Licensor in writing of any Error in the Software during the Warranty Period, Licensor shall, at Licensor's expense, use its commercially

reasonable efforts to correct the Error identified in such notice. The foregoing constitutes Licensor's sole and exclusive liability and Customer's sole and exclusive remedy under this License & Support Agreement in connection with any breach of the warranty in this Section 4.1.1.

- 4.1.2 Licensor and Contractor warrant to Customer that it has not embedded any software (in source or object code form) licensed from another party under a license commonly referred to as an open source, free software, copyleft or community source code license (such software "Open Source Software") in the Software or otherwise used Open Source Software, in connection with the Software, in a manner that obligates Contractor, Licensor or Customer to disclose, make available, offer or deliver Customer Information to any third party.
- 4.2 **LIMITATIONS.** Notwithstanding the foregoing, the warranty in Section 4.1 and Licensor's and Contractor's obligations set forth therein will not apply: (i) to the extent that an Error is due to causes that are external to the Software or otherwise beyond Licensor's or Contractor's reasonable control, including, without limitation, natural disasters, fire, smoke, water, earthquakes, lightning, electrical power fluctuations or failures, or hardware or software not provided by Licensor or Contractor; (ii) if the Software has been neglected, misused, or otherwise used in a manner not in compliance with the Documentation, or this License and Support Agreement or the Agreement; (iii) if the Software has been improperly installed (other than by Licensor or Contractor); (iv) if there has been a modification or attempted modification of the Software (other than by Licensor or Contractor); or (v) if Customer has refused or otherwise failed to implement corrections, updates, enhancements, new releases, or other modifications that Licensor or Contractor has provided.
- 4.3 **DISCLAIMER.** Except for the express warranties set forth in Section 4.1, Licensor makes no other representations, warranties or conditions, express, implied, statutory or otherwise with respect to the Software, related Documentation, any other products or services relating to the Software provided by Licensor or Contractor hereunder, or any other aspect of this License and Support Agreement, including without limitation warranties of merchantability, fitness for a particular use and non-infringement.
- 4.4 **NO WARRANTY AGAINST LOSS OF DATA.** Without limiting the generality of the foregoing disclaimers, Customer acknowledges that it is not Licensor's responsibility to back up Customer's Data and any other data stored in the System containing the Software. The Software is not designed to operate without error. In no event will Licensor assume liability for any loss or corruption of Customer Information or other data stored in the System containing the Software.

## **5. SUPPORT**

Contractor will provide the support services for the Software as specified in Part 2 (Software Support Services) of this Schedule L.3 for the term of the Agreement. Notwithstanding the above, Licensor shall have no obligation to provide Support Services for any versions or releases of the Software that are other than the most currently released commercial version and the immediately previously released commercial version of the Software.

## **6. INTENTIONALLY OMITTED**

## **7. THIRD PARTIES RIGHTS**

- 7.1 **INDEMNITY.** Subject to this Section 7, Licensor shall defend, indemnify and hold Customer harmless from all damages, amounts paid in settlement, costs and reasonable expenses (including but not limited to reasonable attorneys' fees) arising out of or in connection with any action brought by a third party in a legal proceeding against Customer based on a claim that the use of the Software, in the form provided by Licensor or Contractor to Customer and used in compliance with Section 2 (License) above and the Documentation, infringes such third party's patent, trademark, or copyright, or misappropriates the trade secrets of such third party (a "Claim"); provided that (i) Customer or Contractor promptly notifies Licensor of any such Claim in writing, (ii) Licensor is given sole and exclusive control over the defense and settlement of such Claim, and (iii) Customer or Contractor provides all information and cooperation requested by Licensor, at Licensor's expense, in connection with the defense and settlement of such Claim. If Licensor assumes defense of the Claim, then Customer may only retain its own counsel at its own expense.



- 7.2 **FIXES.** If any portion of the Software becomes, or in Licensor's opinion is likely to become, the subject of a claim of infringement, Licensor may, at its option, (i) procure for Customer the right to continue using the Software, (ii) replace or modify the Software to make it non-infringing or reduce the likelihood of infringement, such that the replacement or modification provides substantially the functionality required of the Software that is replaced or modified, or (iii) terminate the Software and services provided under this License & Support Agreement and, as Licensor's sole liability and Customer's sole remedy under this License and Support Agreement for such termination, refund to Customer a pro-rated refund of license and contracted feature development fees paid by Customer or Contractor under the Agreement for the remainder of the term of the Agreement. Notwithstanding the foregoing, Contractor shall fulfill its intellectual property indemnification obligations under the Agreement.
- 7.3 **LIMITATIONS.** Notwithstanding any of the foregoing, Licensor shall have no obligations under this Section 7 with respect to any Claim to the extent that the alleged infringement is based on or arises out of: (i) any third party hardware, software, data or other materials not provided by Contractor, that are contained in, provided with, or otherwise used with any of the Software; (ii) Licensor's compliance with Customer's specifications or instructions; (iii) modifications or additions to the Software (other than modifications or additions by Licensor that are included in the Software generally made available by Licensor or that are made by Contractor); (iv) Customer's continuation of an allegedly infringing activity after being notified thereof by Contractor; (v) the combination or use of the Software with hardware, software, data or other materials not provided by Licensor or Contractor; or (vi) use of the Software other than in accordance with this Agreement including this License & Support Agreement and the Documentation.
- 7.4 **NO OTHER LIABILITIES.** This Section 7 states the entire liability of Licensor with respect to any claims of infringement or misappropriation of intellectual property rights.

## **8. OWNERSHIP**

- 8.1 Contractor represents, and Customer acknowledges that, as between Licensor and Customer, Licensor has and shall retain all right, title and interest (including, without limitation, all intellectual property rights) in and to the Software and Documentation, including all modifications and additions thereto and all derivative rights therein.
- 8.2 Contractor represents, and Customer acknowledges that, as between Licensor and Customer, Licensor will and shall remain exclusive owner of any and all developments and designs relating to the Software made in the course of the Agreement by using the Software, and shall own and retain all right, title, interest, and any intellectual property right attached thereto.

## **9. CONFIDENTIALITY**

- 9.1 **LICENSOR INFORMATION: RIGHT TO DISCLOSE.** Except as otherwise expressly provided in this Section 9.1 or the Agreement, Customer shall protect and keep confidential all Licensor Information. Customer shall use the Licensor Information only for the purposes contemplated by the Agreement including this License & Support Agreement. Customer may disclose Licensor Information (i) as necessary for its use of the Software in accordance with the Agreement to Customer's employees or third party contractors who have agreed in writing to maintain such information in confidence; (ii) if required to do so by subpoena, court order or legal process, provided that Licensor is provided sufficient written notice to request a protective order; or (iii) as permitted under the Agreement.
- 9.2 **CUSTOMER INFORMATION: RIGHT TO DISCLOSE.** Except as otherwise expressly provided in this Section 9.2, Licensor shall protect and keep confidential all Customer Information and shall use Customer Information only for the purposes contemplated in the Agreement including this License & Support Agreement. Licensor may disclose Customer Information only (i) as necessary to support Customer's use of the Software in accordance with the Agreement to Licensor's employees or third party contractors within the United States who have agreed in writing to maintain such information in confidence; or (ii) if required to do so by subpoena, court order or legal process, provided that Customer is provided sufficient written notice to request a protective order.

- 9.3 **EXCEPTIONS.** Sections 9.1 and 9.2 shall not apply to information of the disclosing party that (i) is or becomes generally available to the public other than through a wrongful act of the receiving party; (ii) is or becomes available to the receiving party on a non-confidential basis from a source that is entitled to disclose it to the receiving party; or (iii) is independently developed by the receiving party, its employees or third party contractors without access to or use of the disclosing party's Information.
- 9.4 **SOFTWARE; DOCUMENTATION.** Contractor represents, and Customer acknowledges, that the Software and Documentation constitute Information of Licensor, and Customer shall protect against the unauthorized use or disclosure of the Software and Documentation using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its most valuable confidential and proprietary information, as required under the Agreement with respect to Licensed Software.

## **10. SOURCE CODE ESCROW**

In addition to and subject to the provisions of Paragraph 10.3 (Source Code for Licensed Software) of the Agreement, Licensor shall deposit and maintain the Source Code for Software in Source Code Escrow as specified in this Section 10 below.

- 10.1 Licensor shall enter into a Source Code Escrow Agreement consistent with the provisions of Paragraph 10.3 (Source Code for Licensed Software) of the Agreement. Any and all fees and costs associated with maintaining the Source Code Escrow Agreement shall be borne by Contractor, as further specified in such Paragraph 10.3 (Source Code for Licensed Software) of the Agreement.
- 10.2 In addition to the Release Conditions identified in Paragraph 10.3 (Source Code for Licensed Software) of the Agreement, Licensor shall release the Source Code for Software to County, and County shall have the right to immediately begin using the Source Code, as provided in Paragraph 10.6 (Possession and Use of Source) of the Agreement, at no charge to County, if Licensor has proceedings instituted by or against Licensor in bankruptcy or under insolvency laws or for reorganization, receivership, dissolution or liquidation; or has become insolvent.

## **11. POST-AGREEMENT PROPRIETARY RIGHTS**

Should use of the Source Code as provided in Paragraph 10.7 (Post-Agreement Proprietary Rights) of the Agreement involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Licensor has an interest, Licensor acknowledges, represents and warrants that Licensor shall not assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User, provided that the use of the Software and its Source Code is in accordance with the terms of Agreement, including Paragraph 10.2 (License) of the Agreement and this Schedule L.3.

## **12. BANKRUPTCY**

All rights and licenses granted pursuant to any section of this Schedule L.3, and will otherwise be, for purposes of Section 365(n) of the U.S. Bankruptcy Code (the "Code") and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced, or renumbered from time to time), executory licenses of rights to "intellectual property", as defined under Section 101 (35A) of the Code and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced, or renumbered from time to time). Customer shall have the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Schedule L.3. Without limiting the generality of the foregoing, Licensor acknowledges and agrees that, if Licensor or its estate shall become subject to any bankruptcy or similar proceeding, subject to Customer's rights of election, all rights and licenses granted to Customer under this Schedule L.3 will continue, subject to the terms and conditions hereof, and will not be affected, even by Licensor's rejection of this Schedule L.3.

## **PART 2 – SOFTWARE SUPPORT SERVICES**

This Part 2 sets forth the Service Levels and support terms (“SLA”) that are part of the applicable Subscription Services to be provided under the Agreement. Support for the Software licensed pursuant to the Agreement including this License & Support shall be subject to this SLA.

### **13. DEFINITIONS**

For purposes of this SLA, the terms specified below shall be defined as follows:

- 13.1 “Business Hours” shall mean 9:00 a.m. through 6:00 p.m. Pacific Time, Monday through Friday, excluding legal observed holidays.
- 13.2 “Error Correction” shall mean either (i) a software modification or addition that, when made or added to the Software, corrects an Error, or (ii) a procedure or routine that, when observed in the operation of the Software, eliminates or reduces the practical adverse effect of an Error on Customer.
- 13.3 “Update” shall mean any revision, update, release, enhancement or other modification to the Software that Licensor generally makes available to customers that receive Licensor’s support services.

### **14. TECHNICAL SUPPORT**

Licensor or Contractor will provide to Customer all necessary telephone, email and on-site assistance with the installation and use of the Software during Business Hours.

### **15. ERROR CORRECTIONS**

- 15.1 CLASSIFICATION OF ERRORS. For purposes of correcting Errors relating to the Software under this License and Support Agreement, Errors are classified into three (3) Severity Level classes as follows:
  - (a) “Critical Error” means an Error that renders the Software inoperative or causes it to fail catastrophically.
  - (b) “Serious Error” means an Error that materially affects the performance of critical functions of the Software but does not qualify as a Critical Error.
  - (c) “Mild Error” means an Error that does not materially affect the performance of critical functions of the Software.
- 15.2 LICENSOR OBLIGATIONS. Subject to Section 5 (Support) of this License & Support Agreement, Licensor will have the following obligations with respect to Errors:
  - a) Critical Errors. Licensor will promptly confirm receipt of Customer’s or Contractor’s notification and assign resources until an Error Correction has been provided to Customer.
  - (b) Serious Errors. Licensor will promptly confirm receipt of Customer’s or Contractor’s notification and use commercially reasonable efforts to develop and provide an Error Correction to Customer.
  - (c) Mild Errors. Licensor will promptly confirm receipt of Customer’s or Contractor’s notification and use commercially reasonable efforts to provide an Error Correction in the next Update.

### **16. TARGET RESPONSE TIMES**

A response for support shall consist of receipt by Customer and acknowledgment by Licensor of the request for support. Licensor acknowledges that a response may not include resolution for all support requests, but shall use commercially reasonable efforts to provide a response within the target response times set forth herein. Contractor represents, and Customer acknowledges, that no software is perfect or error free and that, despite commercially reasonable efforts, Licensor may not be able to provide answers to or resolve some or all

of the support requests. Licensor makes no guarantees, promises or assurance of any kind that it will be able to resolve all support requests.

- (a) Critical Error – 8 Business Hours if Licensor is notified by telephone or 2 Business Days if Licensor is notified by email
- (b) Serious Errors – 2 Business Days if Licensor is notified by telephone or 3 Business Days if Licensor is notified by email
- (c) Mild Errors – 3 Business Days

## **17. DESIGNATED CONTACTS**

Customer may contact Licensor only through Customer's Contractor's Designated Contacts. Customer and Contractor may designate up to three (3) contacts each. Licensor will provide support services or requests by communicating during the hours set forth herein only with the Designated Contacts appointed by Customer or Contractor. Customer or Contractor may change the Designated Contacts by notifying Licensor in writing.

## **18. UPDATES**

Licensor or Contractor will provide Customer with Updates if, as and when Licensor makes any such Updates generally available during the term of the Agreement. Licensor or Contractor may deliver Updates electronically to Customer, at Licensor's option.

## **19. CONDITIONS AND EXCLUSIONS**

19.1 CONDITIONS TO SUPPORT SERVICES. Licensor's obligations under Section 15 (Error Corrections) of this SLA are conditioned upon the following:

- (a) Customer or Contractor makes reasonable efforts to solve the reported Error after consulting with Licensor;
- (b) Customer or Contractor provides Licensor with sufficient information and resources to correct the reported Error either at Licensor's Customer support center or via dial-up access at Customer's site, as well as access to the personnel, hardware and any additional software involved in discovering or analyzing the Error;
- (c) Customer or Contractor procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software; and
- (d) Customer or Contractor has paid all applicable Support Services fees for the Software when due, and Customer is in compliance with the terms and conditions of the Agreement to which this Schedule L.3 is attached.

19.2 EXCLUSIONS TO SUPPORT SERVICES. Licensor will have no obligations under Section 15 (Error Corrections) of this SLA in connection with any Errors caused by:

- (a) abuse, misuse, change, modification or damage to any Software by Customer or its authorized agents (excluding modifications made under the direct supervision of Licensor or Contractor); or
- (b) Customer's negligence or other causes beyond the reasonable control of Licensor or Contractor.



**SCHEDULE L.4**  
**NINTEX USA INC.**

[\_\_\_\_\_] 2022

## **SCHEDULE L.4**

### **NINTEX USA INC.**

The County of Los Angeles (“County”, “Subscriber” or “Customer”) has entered into an agreement (“Agreement”) with Sapient Corporation. (“Contractor”) for developing and maintaining and supporting a Client Case Management System (“System” or “CMS”) using Internet based services (“Services”) provided by Nintex USA Inc. (“Nintex” or “Licensor”) through Carahsoft Technology Corp. (“Reseller”). This Schedule L.4 sets forth the license, service levels, warranties and support terms applicable to the Services, including any software that is part of such Services (“Software”), to be provided under such Agreement (also referred to as “Subscription Services”) in addition to the terms set forth in the Agreement.

### **PART 1 – SUBSCRIPTION LICENSE TERMS**

The Subscription Services to be provided to County under the Agreement with respect to the Services and Software shall be subject to the license terms (“License & Support Agreement”) set forth in this Schedule L.4.

#### **1. SCOPE OF SERVICES**

Drawloop Technologies, Inc. (“Drawloop”) has developed and maintains an integrated suite of Internet based Services, including Software, allowing the Subscriber to dynamically create documents and packages and automate the document creation process. These Services are provided by Drawloop under the trade names “Drawloop Document Generation”, “LOOP Platform®” and “Drawloop API” and are described in greater detail on Drawloop’s web site at [www.Drawloop.com](http://www.Drawloop.com) (“Site”). Drawloop Document Generation is a document merge and automation service for use by Salesforce.com (“SFDC”) customers, including the Subscriber, through the SFDC AppExchange. Drawloop Document Generation allows Subscriber to build and deploy “Document Packages” to any SFDC user, including the Subscriber. Data from SFDC is dynamically merged into any combination of Word, Excel, PowerPoint and PDF files. The resulting file is typically a combined PDF document and/or the original merged documents. Drawloop API is Drawloop’s proprietary application programming interface, which enables Subscribers to deploy Drawloop Services.

#### **2. LICENSE GRANT**

Subject to and without limiting the Customer’s rights under the Agreement with respect to the Services, including the Software described herein, or Contractor’s rights with respect to such Services and Software through Reseller’s contract with Licensor, the license for the Services and Software hereunder is subject to the terms specified below in this Section 2.

- 2.1 **LICENSE TO USE SERVICES.** Subject to the terms and conditions of the Agreement and this License & Support Agreement, Contractor hereby grants to Subscriber and its Affiliates (as defined below) a nonexclusive, nontransferable, worldwide license during the term of the Agreement (in addition to the definition in the Agreement, “License”) to access and use the Services and Software in accordance with the Agreement and this License & Support Agreement. All rights not expressly granted to Subscriber hereunder or under the Agreement are reserved by Licensor. The License granted to Subscriber pursuant to the Agreement will permit use of the Services and Software by the number of Subscriber employees or agents (“End-Users”) specified in the Agreement, including the Pricing Schedule. Subscriber may increase the number of End-Users during the term of the Agreement to the extent provided for and as specified in the Agreement. Any Subscriber “Affiliate” may also be added by Subscriber as a registered End-User under the Agreement. An “Affiliate”, with respect to entity, shall mean any entity, including and without limitation, any individual, corporation, company,

partnership, limited liability company or group, that directly, or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such entity. Licensor shall not be responsible for the failure of the Subscriber Affiliate to perform its obligations under the Agreement or this License & Support Agreement.

- 2.2 DESIGNATED END-USERS. Each End-User will be designated as an End-User within Drawloop Document Generation, in the Agreement or through SFDC. The License to use the Services and Software by each End-User may not be shared or used by more than one individual, but may be re-issued from time to time to new End-Users upon prior notification to and acceptance by Contractor. Any unauthorized access to Services and Software or other abuse or impermissible activity on Drawloop's Site or in connection with Drawloop's Services and Software in violation of the Agreement may result in immediate suspension or termination of End-User accounts to the extent provided in the Agreement. Subscriber will promptly notify Contractor of any unauthorized use of the Services and Software in breach of the Agreement, any unauthorized use of accounts, or any other known or suspected breach of security relating to the Services and Software described herein.
- 2.3 LIMITATIONS ON USE. The Services and Software are for use only by Subscriber, its Affiliates and its assigned End-Users. Except as permitted in the Agreement and this License & Support Agreement, the Services and Software may not be decompiled, reverse-engineered, disassembled, transferred, distributed, resold, sublicensed, or used to create any derivative works. Subscriber may not use any network monitoring or discovery software to determine the Site's or Service's architecture, or extract information about usage or individual identities of users. Subscriber may not use any robot, spider, other automatic software or device or manual process to monitor or copy the Site or Services and Software. Unless expressly permitted in the Agreement, Subscriber may not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any non-End-User third party the Services and Software in any way; (ii) modify or make derivative works based upon the Site or Services and Software; (iii) create Internet "links" to the Site or Services and Software or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) except for the purpose contemplated by the Agreement and the License & Support Agreement, develop applications for internal use or install additional applications that are designed to run on or be used in conjunction with the Services. Subscriber may use the Site and Services and Software for the purposes specified in the Agreement. Subscriber shall not: (a) use the Services in association with sending spam or otherwise duplicative or unsolicited messages; (b) use the Services in association with infringing, obscene, threatening, libelous or otherwise unlawful or tortuous material, including material harmful to children or material in violation of third party privacy rights, unless used, transmitted or maintained in the course of Subscriber's normal business or legal representation obligations; (c) use or introduce material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfere with or disrupt the integrity or performance of the Site or Services; or (e) attempt to gain unauthorized access to the Site, Services or its related systems or networks in violation of the Agreement.

### **3. SERVICE DETAILS**

- 3.1 DRAWLOOP DOCUMENT GENERATION. Drawloop's Services provide for integration of Subscriber's documents using Drawloop Document Generation in a manner that will allow Subscriber's sales, legal and other organizations to complete, generate, send and maintain Subscriber's documents on the SFDC platform, based on the scope of integration specified in the Agreement. Subscriber shall make commercially reasonable efforts to cooperate with Contractor on all technical aspects regarding integration of Subscriber's documents into Drawloop Document Generation. Licensor makes no promises, representations, or warranties about the functioning, operability, or access to the SFDC service. Licensor will use good faith efforts to notify Contractor and Subscriber, at the earliest possible opportunity, of any material changes implemented by SFDC that materially impacts Subscriber's access to and use of Drawloop Document Generation. Subscriber and Contractor are encouraged to regularly check with their third-party service providers to keep current on changes and updates to those third-party services that they use. Drawloop Document Generation for SFDC is



limited by any third-party usage limits, API request limits, factors that limit data availability and access and other limits and rules which may be found at:

[http://www.salesforce.com/us/developer/docs/api/Content/implementation\\_considerations.htm](http://www.salesforce.com/us/developer/docs/api/Content/implementation_considerations.htm).

Apex limits may be found at

[http://www.salesforce.com/us/developer/docs/apexcode/Content/apex\\_gov\\_limits.htm](http://www.salesforce.com/us/developer/docs/apexcode/Content/apex_gov_limits.htm).

- 3.2 **LOOP STORAGE SERVICES ON AMAZON S3.** To the extent Subscriber acquires Drawloop's managed user interface package for use on the SFDC platform for high volume storage needs of the Subscriber called "LOOP Storage Services", payment for use by Subscriber of such LOOP Storage and Subscriber shall be as provided in each Pricing Schedule to the Agreement. To utilize the LOOP Storage Services user interface, Subscriber must maintain a current Amazon S3 account, and all fees for storage must be paid directly or indirectly by Subscriber to Amazon. For emphasis, Licensor does not resell Amazon S3 products, and LOOP Storage Services do not include any of the document merge, package and document creation, which is only available through Drawloop Document Generation. LOOP Storage Services are only a storage user interface for Amazon S3 within the SFDC platform.

Storage requests must pass through Drawloop's Services, but Licensor does not, at any time, save or store any of Subscriber's Customer Data (as defined in Section 8 below) and has no access rights to such Customer Data. For the avoidance of doubt, Section 11 (Disclaimer of Warranties) will apply in full. Amazon is a third-party service provider, and Licensor makes no promises, representations or warranties about the functioning, operability or access to the Amazon S3 service. Any usage limits, rules and restrictions for Subscriber's use may be found in Subscriber's direct or indirect license with Amazon.

- 3.3 **DRAWLOOP API.** Drawloop API is an application programming interface, which can be integrated into a third-party service or through Subscriber's own database or application. Drawloop's Services may be deployed directly through the application programming interface and all the document management for Drawloop API is managed on SFDC. Use of the Drawloop API is subject to the terms and conditions set forth in Section 16 (Drawloop API Terms).
- 3.4 **SUPPORT SERVICES.** During the term of this Agreement, Contractor shall provide maintenance and support for the Services and Software as set forth in Part 2 (Support Policy) of this License & Support Agreement ("Support Policy"). Contractor shall provide the "Enterprise Support" as referenced in Section 25 (Enterprise Support) of the Support Policy set forth in this License & Support Agreement.

#### **4. FEES AND PAYMENTS**

The fees for use by County of Drawloop's Services and Software ("Subscription Fees") shall be invoiced by Contractor and payable by County to Contractor in accordance with each Pricing Schedule to the Agreement.

#### **5. SERVICE LEVEL PERFORMANCE CRITERIA**

- 5.1 **SERVICE UPTIME AND MAINTENANCE.** Contractor shall provide to Subscriber 99.7% system Uptime per month for Drawloop's Services and Software (scheduled maintenance or upgrades on the system will not count against uptime). "Uptime" is defined as time when the Services and Software may be accessed and used by End-users. The determination of Uptime will be calculated using a historical monthly percentage. Contractor or Licensor shall provide Subscriber with at least forty-eight (48) hours' notice of any scheduled maintenance of the Services and Software and will use commercially reasonable efforts to conduct maintenance during non-Business Hours only (as defined below), as approved by Subscriber. This notice period shall not apply in the event Subscriber wants an immediate change to the Services to accommodate any internal, sales and/or compliance changes. Should the Services or Software not be accessible at least 99.7% of the month by most users in the aggregate, Contractor will credit to Subscriber the percentage difference in Uptime of the applicable monthly amount due, to be applied by Subscriber towards future Subscription Fees for the Services



and Software hereunder in the immediately following annual term of the Agreement. If the Services or Software are unusable for more than eight (8) hours during any given Business Day (8 am PT – 5 pm PT), Contractor will credit to Subscriber any Subscription Fees at the prorated cost calculated as a percentage of monthly subscriptions divided by number of weekdays in the month multiplied by days of unavailability. Any credits due to Service Downtime shall be applied towards future Subscription Fees in the immediately following annual term of the Agreement. The term “Downtime” is defined below in Section 5.3 (Downtime) . Contractor shall use good faith efforts to promptly notify Subscriber of any outages or Downtime that it anticipates or discovers during the term of the Agreement.

5.2 **PERFORMANCE INFORMATION.** Subscriber may view Drawloop’s operational performance information by visiting: <http://trust.drawloop.com>.

5.3 **DOWNTIME.** “Downtime” is defined as the inability of most users in the aggregate to access the servers and majority of applications of the Services and Software. Specifically excluded from the definition of “Downtime” are:

- i. Network errors outside of the control of Contractor or Nintex or their agents;
- ii. Server errors and limitations set by third-party service providers other than Contractor, Nintex or Drawloop, to the extent applicable, including, but not limited to, SFDC;
- iii. Planned maintenance, the notice of which was provided to County at least forty-eight (48) hours in advance;
- iv. Maintenance that is performed between 10 p.m. and 2 a.m. PT;
- v. Outages resulting from the actions of Subscriber, its employees and agents other than (i) through normal use of the Site or Services and Software or (ii) through use by Contractor or any of its Pre-Approved Subcontractors; and
- vi. Any other unavailability caused by circumstances beyond Contractor’s, Nintex’s or SFDC’s reasonable control, including, without limitation, acts of God, acts of government, floods, fires, earthquake, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures or delays, or denial of service attacks.

5.4 **COMMENCEMENT OF SERVICES.** For initial launch of Services and Software, and where required, Drawloop may work with Subscriber or Contractor in an SFDC Sandbox or SFDC Development Organization to test Services and Software prior to migrating such Services and Software to the SFDC Production Environment.

## 6. **AMENDMENTS**

In order to continually improve its Services and Software, Drawloop may, from time to time, amend its Site or Services and Software, in its discretion, and will make commercially reasonable efforts to notify Contractor and Subscriber of said amendments. Contractor shall continually check the Site for notices of changes, updates and improvements.

## 7. **DRAWLOOP PROPRIETARY INFORMATION**

The Site, Services, and its contents (“Drawloop IP”) are owned or licensed by Drawloop and protected by U.S. and international copyright, trademark, service mark, patent and/or other proprietary rights and laws. Except as expressly provided in the Agreement, nothing contained herein shall be construed as conferring to Subscriber any license or right under copyright or other intellectual property right law. No part of the Drawloop IP may be altered, copied, photocopied, reproduced, translated or reduced to any electronic medium or machine-readable form, in whole or in part, except as specifically provided in the Agreement. Subscriber shall not take any action that shall interfere with or diminish Licensor’s right in any of the Drawloop IP.

## **8. SUBSCRIBER PROPRIETARY INFORMATION**

- 8.1 Contractor agrees that neither it nor Nintex has any rights to the data, documents, information or material that Subscriber submits in the course of using the Site or Services and Software (“Customer Data”). Neither Contractor nor Nintex will use or disclose Customer Data except solely in connection with processing such data in the normal course of Subscriber’s use of the Site or Services and Software and as otherwise provided in the Agreement or as required by law.
- 8.2 Drawloop’s Services do not and shall not, at any time, manipulate, store or alter native content within Subscribers documents. Nintex shall not have responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, or intellectual property ownership or right to use its own Customer Data and shall not be responsible or liable for the failure to store, deletion, correction, destruction, damage or loss of any Customer Data, unless such failure resulted from Nintex’s gross negligence in providing the Services and Software provided hereunder.

## **9. INTENTIONALLY OMITTED**

## **10. REPRESENTATIONS AND WARRANTIES**

In addition to the warranties specified elsewhere in the Agreement, Contractor represents, warrants and covenants that:

- a. PERFORMANCE WARRANTY. During the term of the Agreement: (i) the Services and Software shall function properly in conformity with the warranties herein and in accordance with the Agreement; and (ii) the Site commentaries and text shall completely and accurately reflect the operation of the Services and Software.
- b. UPDATES. (i) All updates shall, at a minimum, be consistent with then-existing and released industry standards; (ii) no update will materially degrade the functionality, capabilities or features of the Services or Software at the time of release of such update; and (iii) all updates shall be backward compatible with the data structures, databases and system architectures employed with previous versions of the Services and Software licensed by Subscriber.

## **11. DISCLAIMER OF WARRANTIES**

Contractor will make commercially reasonable efforts to ensure a virus-free environment and a reliable operational schedule and to provide timely correction of content known to be inaccurate. Unless otherwise stated in Sections 5 (Service Level Performance Criteria) or 10 (Representations and Warranties) or expressly provided for in the Agreement, Nintex does not represent or warrant that this Site or Services will be error-free, or free of viruses or other harmful components. The Site and Services hereunder are provided on an “as is” and “as available” basis, and, unless otherwise stated in Agreement, Nintex expressly disclaims all warranties, including the warranties of merchantability and fitness for a particular purpose. Unless expressly provided for in this License & Support Agreement or otherwise in the Agreement, Nintex disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or in any way related to (a) any errors in or omissions from this Site and Services; (b) the unavailability of this Site, Services, or any portion thereof; (c) Subscriber’s use of this Site or Services; (d) Subscriber’s use of any equipment or

software in connection with the Site or Services; or (e) any third party web-sites or content therein directly or indirectly accessed through links contained on the Site or through the Services.

**12. INTENTIONALLY OMITTED**

**13. INTENTIONALLY OMITTED**

**14. INTENTIONALLY OMITTED**

**15. INTENTIONALLY OMITTED**

**16. DRAWLOOP API TERMS**

Drawloop's application programming interface ("API"), if acquired by Subscriber under the Agreement, is a service that will allow Subscriber, Contractor and Pre-Approved Subcontractors to access and display certain Services and Software. Subscriber's License to the APIs under the Agreement shall be subject to its purchase as evidenced in each Pricing Schedule to the Agreement and shall continue through the term of the Agreement until terminated or expired as provided in the Agreement.

**16.1 GRANT OF API LICENSE**

Upon issuance of an API key, Subscriber and Contractor are granted a limited, non-sublicensable right to access, use, configure and customize the Drawloop API in a manner consistent with the Services and Software described herein and the Agreement.

**16.2 API LICENSE USE AND RESTRICTIONS**

Subject to and without limiting the rights of County set forth in the Agreement, the License for Services and Software hereunder is subject to the following restrictions or conditions:

- The Drawloop API may not be used in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with the Agreement;
- The Drawloop API may not be used for any application that constitutes, promotes, or is used in connection with spyware, adware, or other malicious programs or code;
- The Drawloop API may not be used in a manner that adversely impacts the stability of Licensor's servers or adversely impacts the behavior of other applications using the Drawloop API;
- All calls to the Drawloop API must reference the Drawloop API Key issued by Drawloop to Subscriber or Contractor as an approved licensee;
- The Drawloop API Key must be kept confidential and is not to be shared with any third party other than Contractor or any Pre-Approved Subcontractor. This License is extended to any affiliates of County, but may not be used for any use other than the purpose contemplated by the Agreement;
- Selling, leasing, sharing, transferring, or sublicensing the Drawloop API, access, or access codes thereto or deriving income from the use or provision of the Drawloop API, whether for direct commercial or monetary gain or otherwise, is not permitted without prior, express, written permission of Nintex;
- The Services will be provided with disclaimers substantially equivalent to those set forth in the Agreement;
- The Drawloop API may not be used in a product or service that replicates or attempts to replace the essential user experience of Drawloop's Services or is substantially similar to or directly competes with products or services offered by Nintex;
- No portion of Drawloop API or any data provided by Nintex may be reproduced, modified,

distributed, decompiled, disassembled or reverse-engineered;

- Warning, notice (including but not limited to any copyright or other proprietary rights notice by Nintex or its third-party partners and sponsors) or link that appears in the Services or the Site may not be deleted, obscured or in any manner altered;
- Attempt to cloak or conceal identity or application's identity when requesting authorization to use the Drawloop API is not permitted;
- Number of calls to the Drawloop API is limited as provided in the Agreement, including each Pricing Schedule; and
- The Services, including, but not limited to, the Drawloop API, may incorporate third-party services and content and that use and display of such third-party services and content may be subject to separate terms of service policies. These third-party policies can be found at the applicable third-party sites.

### 16.3 ATTRIBUTION FOR THE DRAWLOOP API

Content provided to Subscriber through the Drawloop API may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Nintex, including Drawloop, its partners, or other third-party rights holders of content displayed by Drawloop. These trade names, trademarks, service marks, logos, domain names, and other distinctive brand features may not be deleted or, in any manner, altered. Unauthorized use of our logo, marks, or brands is strictly prohibited. Contractor shall place the following notice prominently on the application: "This product uses the Drawloop API but is not endorsed or certified by Drawloop." County's or Contractor's use of the Drawloop logo or any of its marks or brands is subject to these terms and/or prior written approval by us. Any use of the Drawloop logo in the application shall be less prominent than the logo or mark that primarily describes the application. County's or Contractor's use of the Drawloop logo shall not imply any partnership or endorsement by Nintex.

### 17. **SOURCE CODE ESCROW**

Subject to the provisions of Paragraph 10.3 (Source Code for Licensed Software) of the Agreement, Licensor shall deposit and maintain the Source Code for Software in Source Code Escrow. Licensor shall enter into a Source Code Escrow Agreement consistent with the provisions of Paragraph 10.3 (Source Code for Licensed Software) of the Agreement. Any and all fees and costs associated with maintaining the Source Code Escrow Agreement shall be borne by Contractor, as further specified in such Paragraph 10.3 (Source Code for Licensed Software) of the Agreement. Upon occurrence of any of the Release Conditions identified in Paragraph 10.3 (Source Code for Licensed Software) of the Agreement, Licensor shall release the Source Code for Software to County, and County shall have the right to immediately begin using the Source Code, as provided in Paragraph 10.6 (Possession and Use of Source) of the Agreement, at no charge to County.

### 18. **POST-AGREEMENT PROPRIETARY RIGHTS**

Should use of the Source Code as provided in Paragraph 10.7 (Post-Agreement Proprietary Rights) of the Agreement involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Licensor has an interest, Licensor acknowledges, represents and warrants that Licensor shall not assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User, provided that the use of the Software and its Source Code is in accordance with the terms of Agreement, including Paragraph 10.2 (License) of the Agreement and this Schedule L.4.

### 19. **BANKRUPTCY**

All rights and licenses granted pursuant to any section of this Schedule L.4 are, and will otherwise be, for purposes of Section 365(n) of the U.S. Bankruptcy Code (the "Code") and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced, or

renumbered from time to time), executory licenses of rights to “intellectual property”, as defined under Section 101 (35A) of the Code and/or any similar or comparable section of the Code (as such sections may be modified, amended, replaced, or renumbered from time to time). Customer shall have the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Schedule L.4. Without limiting the generality of the foregoing, Licensor acknowledges and agrees that, if Licensor or its estate shall become subject to any bankruptcy or similar proceeding, subject to Customer’s rights of election, all rights and licenses granted to Customer under this Schedule L.4 will continue, subject to the terms and conditions hereof, and will not be affected, even by Licensor’s rejection of this Schedule L.4.

## **PART 2 – SUPPORT POLICY**

### **20. OVERVIEW**

This Part 2 of Schedule L.4 (“Support Policy”) sets forth the Service Levels and support terms that are part of the applicable Subscription Services to be provided under the Agreement and includes the policies and procedures under which Contractor shall provide technical support and maintenance services (“Support” or “SLA”) for Nintex’s proprietary Workflow Service Platform, the Drawloop products and services, and other Nintex associated product(s) (collectively, the “Workflow Service”) to Customer.

The Support for the Workflow Service is subject to the terms and conditions of the Agreement and the terms of this Support Policy. Support is provided for the term specified in the Agreement, unless terminated or expires as provided in the Agreement.

Support is also available through Nintex’s online web-based support portal located at <http://www.nintex.com/nintex-support> (“Support Portal”) and telephonically, depending on the level of Support acquired under the Agreement, as indicated in Section 24 (Standard Support) or Section 25 (Enterprise Support), as applicable (each Section, an “Annex” and collectively, the “Annexes”).

This Support Policy sets forth expectations for Support to be received by the Customer from Contractor and Nintex’s Support organization, including:

- A. Who is authorized to submit issues;
- B. How to submit issues;
- C. What types of issues are supported; and
- D. How and when Contractor and Nintex resolve and close reported issues.

### **21. DEFINITIONS**

- 21.1 **CONTACT**: means qualified individuals of Customer or Contractor knowledgeable in the internal systems, tools, policies, and practices in use by Customer and proficient users of the Workflow Service. Customer and/or Contractor, as applicable, is expected to make every effort to ensure that the individuals that are designated as Contacts are qualified to support the Customer teams internally.
- 21.2 **DOCUMENTATION**: means Nintex’s online user guides, documentation, and help and training materials, as updated from time to time, accessible via <https://community.nintex.com>, the Support Portal, or login to the applicable Workflow Service.
- 21.3 **INCIDENT**: means each individual issue with the Workflow Service reported to Nintex.
- 21.4 **PRODUCT RELEASES**: are specific versions of the core Workflow Service.
- 21.5 **RELEASES**: are updates to the Workflow Service that provide: (1) new features, modifications, or enhancements to the Workflow Service; (2) updates to features, code corrections, patches, and other general updates of the Workflow Service; or (3) fixes to the Workflow Service. Releases do not include separate or different products marketed by Nintex under a different name (e.g., Nintex Hawkeye™ is not a Release of Nintex for Office365).

### **22. SCOPE OF SUPPORT**

- 22.1 **WHAT SUPPORT INCLUDES**. If Customer acquired Support and the Workflow Service under the Agreement, Customer shall be provided with Support consisting of the following:
  - 1. Web and phone-based submissions of Incidents, as specified in the applicable Annex;
  - 2. Product Releases and Releases;
  - 3. The Documentation, including an online knowledge base of information and solutions that provides up-to-date information on the Workflow Service and a forum where Customer,

Contractor, Pre-Approved Subcontractors, affiliates, partners, and other users of the Workflow Service can share information and ideas about how to use the Workflow Service;

4. Access to an online secure site that contains existing cases; and
5. Guidance and troubleshooting in connection with questions and issues arising from the following Customer activities with respect to the Workflow Service:
  - a. Basic Configuration Issues: Contractor and/or Nintex, as applicable, will troubleshoot Customer's configuration settings for existing installations of Supported Products (as defined below in Section 22.3.1 (Supported Products)) to ensure proper operation and connectivity.
  - b. Usage Issues: Contractor and/or Nintex, as applicable, will respond to Customer's "how to" questions related to standard and intended Workflow Service usage.
  - c. Efforts to Correct the Workflow Service: Contractor and/or Nintex, as applicable, will make commercially reasonable efforts to correct bugs or other errors in the Workflow Service, although Nintex is not required to correct every bug, error, or problem with the Workflow Service that is reported to Nintex or of which Nintex is otherwise made aware and Nintex does not guarantee resolution times.

**22.2 WHAT SUPPORT EXCLUDES.** The following are excluded from Support:

1. Non-supported Incidents;
2. Workflow Service that has been altered or modified, unless altered or modified by Nintex or Contractor;
3. Workflow Service that has not been installed, operated, or maintained in accordance with the Documentation, the Agreement or other specifications provided by Contractor or Nintex;
4. Troubleshooting of Microsoft, other third party, or open standards-based technologies, such as XML, HTML/CSS, SharePoint, BizTalk, Active Directory, middleware, SQL queries, database connectivity, or Java scripts; and
5. Custom solutions or actions other than by Contractor.

**22.3 WORKFLOW SERVICES COVERED**

- 22.3.1 Supported Products: The Support for Services and Software will be provided only as specified in this Support Policy and the Agreement. Use of the Workflow Service will be supported only as specified in the Documentation, the Agreement and any other specifications provided by Contractor or Nintex. The Support obligations hereunder do not cover hardware, operating systems, networks, or third-party software. Nintex may need additional information as to Customer's use of the Workflow Services during the term of this Support Policy.
- 22.3.2 Supported Product Versions: Nintex will provide Support for the current and the preceding Product Release (N-1) for all on-premise products.
- 22.3.3 End of Life: The Support hereunder will be provided for a Product Release or Release containing new features, modifications, or enhancements up to twelve (12) months after the issuance of the end-of-life notice. After such time, for an additional twelve (12) months, limited Support will be provided to the Customer consisting solely of troubleshooting issues, identifying work arounds, and resolving critical security issues.

**23. INCIDENT SUBMISSION AND RESOLUTION**

Customer shall obtain Support by reporting Incidents. Incidents shall be tracked from initial report through final resolution.

## 23.1 SUBMITTING INCIDENTS

### 23.1.1 Who May Submit Incidents?

Support is intended to provide assistance for issues and questions beyond what is covered in the Documentation. At the time of purchase, Customer and/or Contractor, as applicable, may designate as many authorized Contacts as required. However, anyone employed and authorized by the Customer and/or Contractor, as applicable, may be added at any time through the customer portal or by submitting a request through the support process outlined in this Support Policy.

### 23.1.2 Customer Obligations

- a. Customer and/or Contractor, as applicable, will ensure that when an authorized Customer Contact submits an Incident, that individual will have full access and permissions required to troubleshoot the Incident and is authorized to make recommended changes to the Customer's network and/or applicable Products to help troubleshoot or resolve the issue.
- b. Customer and/or Contractor, as applicable, will give Nintex reasonable access to the Product and systems where the Workflow Service is deployed as necessary for Nintex to determine the cause of the problem and find a resolution. Nintex is not responsible for Customer's data, information, and software, including making back-up copies and security. Nintex recommends that Customer and/or Contractor, as applicable, create backup copies of configuration files before any work is performed.
- c. By not implementing a Release, Customer or Contractor, as applicable, may render the Workflow Service unusable or non-conforming, and Customer and/or Contractor, as applicable, assumes all risks arising from the failure to install such Releases. Even if Customer has paid the applicable fees under the Agreement, Nintex will not be required to provide Support to Customer if Customer (and only Customer) has not properly implemented a Release provided by Nintex. Notwithstanding the foregoing, in no event shall Contractor be relieved of providing the Support hereunder, if a Release has been implemented by Contractor, properly or improperly.

### 23.1.3 How to Submit Incidents

Incidents are to be submitted to Nintex by an authorized Contact through the Support Portal or via phone based on the level of Support purchased by Customer, as specified in the applicable Annex.

### 23.1.4 How to Report an Incident

In order to expedite the resolution of Incidents, Nintex expects that Customer and/or Contractor, as applicable, will make every attempt possible to:

- a. Verify that the Incident is reproducible (as applicable).
- b. Provide information necessary to help Nintex track, prioritize, reproduce, or investigate the Incident.
- c. Provide a full description of the issue and expected results.
- d. Categorize issues (technical question, defect, license request, enhancement request, etc.).
- e. List steps to reproduce the issue and relevant data.
- f. Provide any applicable log files (de-identified of sensitive data if appropriate).
- g. Provide exact wording of all issue-related error messages.
- h. Describe any special circumstances surrounding the discovery of the issue, e.g., first occurrence or occurrence after a specific event, frequency of occurrence, business impact of the problem on Customer, and suggested urgency.
- i. Identify any existing Incident number in ongoing communications with Nintex.



## 23.2 SUPPORT RESPONSE AND INCIDENT RESOLUTION

### 23.2.1 Nintex Incident Response

For each Incident reported by Customer and/or Contractor, as applicable, in accordance with these procedures, Nintex shall:

- a. Confirm receipt of the reported Incident within the Initial Response time specified in the applicable Annex.
- b. Set a Severity Level for the Incident in accordance with the terms below.
- c. Use commercially reasonable efforts to respond to the Incident within the time specified the applicable Annex.
- d. Analyze the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide additional information, logs, and re-execution of commands to help identify the root cause and dependencies of the reported issue.
- e. Give Customer direction and assistance in resolving the Incident.
- f. Keep a record of ongoing communications with Customer and/or Contractor, as applicable.
- g. Use commercially reasonable efforts to respond to the Incident in accordance with the Initial Response times set forth in the applicable Annex.
- h. Upon request of Customer and/or Contractor, as applicable, discuss Severity Level and ongoing communication time frame. Nintex may modify the Incident's Severity Level at its sole discretion.

### 23.2.2 Severity Levels

Nintex will prioritize Incidents according to the following criteria:

- Severity 1 ("S1"): is the highest priority and receives first attention. S1 Cases are to be submitted when Customer cannot access the Workflow Service.
- Severity 2 ("S2"): indicates a reported Incident where the issue has severely impacted the performance of the Workflow Service's intended use and is causing a material and adverse impact to the majority of Customer's users; or the Workflow Service is not operating in a material respect within the documented functionality and it is impacting the majority of Customer's users or deployed Workflows.
- Severity 3 ("S3"): indicates a reported Incident where the issue has an impact on the performance and/or functionality of the Workflow Service that is impacting the minority of Customer's users or deployed Workflows.
- Severity 4 ("S4"): indicates a reported Incident requesting assistance and may include questions of how to use the Workflow Service. It may also include a reported Incident where the Workflow Service is operating within the documented functionality and Customer would like to record an idea for inclusion in future releases. Nintex will not provide feedback on such enhancement requests, and these Support Cases are closed once the information has been recorded in our Product Request tool.

### 23.2.3 Resolution and Closure of Incidents

Incidents shall be closed in the following manner:

- a. For solvable issues, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or advising Customer and/or Contractor, as applicable, of an available release that addresses the issue.

- b. In the event that custom or unsupported plug-ins, modules, or custom code is used, Nintex may ask, in the course of attempting to resolve the issue, that Customer and/or Contractor, as applicable, remove any unsupported plug-ins, modules, or custom code. If the problem disappears upon removal of an unsupported plug-in or module, then Nintex may consider the issue to be resolved. Supported plug-ins or modules are defined as those listed and defined as supported in the Documentation.
- c. For issues outside of scope as outlined in this document, Nintex may close issues by identifying the Incident as outside the scope of Support.
- d. Dropped Issues. Nintex may close an Incident if the Contact has not responded after two (2) weeks from the date that Nintex requested additional information required to solve the case. Customer and/or Contractor, as applicable, may request Incidents be re-opened. At Nintex's sole discretion, Incidents will be re-opened for further investigation if the Incident is deemed to be solvable.

**24. STANDARD SUPPORT**

| <b>SUPPORTED WORKFLOW SERVICES</b>                 |   |
|--|---|
| Supported Workflow Services                        | All Nintex Products   |
| <b>POLICY TERMS</b>                                |   |
| Effective Coverage Hours                           | Full work week in local time zone<br>Monday – Friday  |
| Business Hours (Americas)                          | 6AM – 5PM, Pacific Time,<br>Monday – Friday<br>Limited support during Nintex events and holidays  |
| Business Hours (EMEA)                              | 8AM – 5PM, GMT,<br>Monday – Friday<br>Limited support during Nintex events and holidays   |
| Business Hours (APAC)                              | 8AM – 5PM, Australian Eastern Time,<br>Monday – Friday<br>Limited support during Nintex events and holidays   |
| Supported Channels                                 | Online – <a href="http://nintex.com/nintex-support">nintex.com/nintex-support</a> Phone –<br>Americas - +14255332827<br>EMEA - +442036955056<br>APAC - +61388205139 |
| Escalations  | <a href="mailto:CSM@nintex.com">CSM@nintex.com</a>  |
| <b>TARGET RESPONSE TIMES DURING BUSINESS HOURS</b> |   |
| Initial Response Time                              | S1 – 8 Hours<br>S2 – 1 Business day<br>S3 – 2 Business days<br>S4 – Best effort   |
| <b>DEVELOPMENT WORKFLOWS</b>                       |   |
| Development Workflows                              | 1 x max workflows   |

**25. ENTERPRISE SUPPORT**

| <b>SUPPORTED WORKFLOW SERVICE</b>                  |   |
|--|---|
| Supported Workflow Services                        | All Nintex Products   |
| <b>POLICY TERMS</b>                                |   |
| Effective Coverage Hours                           | Full work week in local time zone<br>Monday – Friday  |
| Business Hours (Americas)                          | 4PM Sunday – 5PM Friday, Pacific Time, Limited<br>support during Nintex events and holidays   |
| Business Hours (EMEA)                              | 12AM Monday – 1AM Saturday, GMT, Limited<br>support during Nintex events and holidays   |
| Business Hours (APAC)                              | 8AM Monday – 9AM Saturday, Australian Eastern Time<br>Limited support during Nintex events and holidays   |
| Supported Channels                                 | Online – <a href="http://nintex.com/nintex-support">nintex.com/nintex-support</a> Phone –<br>Americas - +14255332827<br>EMEA - +442036955056<br>APAC - +61388205139 |
| Escalations  | <a href="mailto:CSM@nintex.com">CSM@nintex.com</a>  |
| <b>TARGET RESPONSE TIMES DURING BUSINESS HOURS</b> |   |
| Initial Response Time                              | S1 – 4 Hours<br>S2 – 8 Hours<br>S3 – 1 Business day<br>S4 – 2 Business days   |
| <b>DEVELOPMENT WORKFLOWS</b>                       |   |
| Development Workflows                              | 2 x max workflows   |



**SCHEDULE L.5**

**BOX, INC.**

[ ] 2022

## **SCHEDULE L.5**

### **Box, Inc.**

The County of Los Angeles (“County” or “Licensee” or “Customer”) has entered into an agreement (“Agreement”) with Sapient Corporation. (“Contractor”) for developing and maintaining and supporting a case management system (“System” or “CMS”) incorporating software products and services provided and licensed by Box, Inc. (“Box” or “Licensor”) through a Box Reseller. This Schedule L.5 (also “License & Support Agreement”) sets forth the license, service levels, warranties and support terms applicable to the Software and related services (together “Software”), to be provided under such Agreement (also referred to as “Subscription Services”) in addition to the applicable terms set forth in the Agreement.

Notwithstanding anything to the contrary in the Agreement, and solely with respect to County’s use of the Box Service and Box Software (as defined in this Schedule L.5), whether as a direct or indirect subcontractor to Contractor, this Schedule L.5 shall govern and control over any inconsistent terms and conditions in the Agreement (including any other Exhibits, Attachments or Schedules) applicable to Box, County or Contractor including, without limitation, any inconsistencies regarding such parties’ applicable limitations of liability, indemnification obligations, and other terms, in each case solely as applicable to the County’s use of the Box Service and Box Software. For avoidance of doubt, nothing in this Schedule L.5 modifies, amends, expands or diminishes Contractor’s rights, responsibilities, obligations, duties or liabilities under the Base Agreement with respect to the System Implementation Services, System Maintenance Services and any Optional Work. Capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Agreement.

**PART 1 – SUBSCRIPTION LICENSE TERMS** The Box Services to be provided to County under the Agreement shall be subject to the license terms set forth in this Part 1 below.

#### **1. DEFINITIONS**

**“Account(s)”** means the User account(s) created by a User for itself or on behalf of Customer (including all accounts created by or for Customer’s Administrators, Managed Users, or External Users) to use the Box Service.

**“Administrator(s)”** means a person designated by Customer to have an Account with the authority to utilize the Administrative Console(s) to create and manage Accounts associated with Customer.

**“Administrative Console”** means the functionality within the Box Service that allows Customer to manage User access, security and other administrative functionality for Accounts and where Customer shall receive updates or notifications for its Accounts and the Box Service.

**“API”** means the application-programming interface used by Customer to access certain functionality as provided by Box.

**“Box Reseller”** means an entity that has entered into an agreement with Box that, among other things, authorizes the entity to resell the Box Service and, if applicable, provide certain services.

**“Box Service”** means the cloud-based content collaboration software-as-a-service application provided by Box (including any Box Software).

**“Box Software”** means optional software provided by Box for installation on a User’s device or accessed by Users from the Customer’s or User’s software, hardware or other device(s) and that allows a User to use certain functionality in connection with features of the Box Service.

**“Content”** means the electronic documents uploaded by Users into Customer’s Box Service account.

**“Customer Domain”** means any and all internet domains registered, owned or controlled by Customer and which is associated with an email address used by one or more Users to register an Account.

**“External User(s)”** means a person who is permitted to access, store, retrieve or manage Content with a Managed User, and whose account was registered using an email address that is not associated with a Customer Domain.

**“Malware”** means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

**“Managed User(s)”** means a person who is permitted to access, store, retrieve or manage Content, and is associated with a Customer Domain.

**“Order”** or **“Work Order”** means the separate executed document(s) under which Customer subscribes to the Box Service, products or services pursuant to the Agreement and has been agreed to in writing between Customer and Box Reseller.

**“Service Level Commitments”** means the service level commitments set forth in Part 2.

**“Subscription Period”** means the duration of Customer’s subscription to the Box Service commencing on the service start date of the Order and continuing for the period up to the service renewal date or end date as specified in the applicable Order.

**“Support Services”** has the meaning set forth in Part 2.

**“User(s)”** means, collectively, any Administrator, Managed User or External User.

**“User Guide”** means Box’s then-current published document specifying the functionality of the Box Service that is made generally available by Box to its customers or its users.

## 2. USE OF BOX SERVICES

### 2.1 Access Grants.

**2.1(a) Box Service Subscriptions.** Subject to the terms and conditions of this Schedule L.5 Box shall: (i) make the Box Service available to Customer during the applicable Subscription Period; (ii) allow Administrator(s) to access and use the Administrative Console to create and administer Accounts registered to Customer; and (iii) allow Users to store, retrieve, collaborate and share Content through the Box Service in accordance with the subscription plan and quantities purchased under the applicable Order. Customer’s ability to use the Box Service and deploy Accounts is subject to the limits of the applicable Order (**“Order Limit”**). For the avoidance of doubt, Accounts for (i) Managed Users and (ii) External Users which are deployed, created or directly managed by a Customer Administrator each count towards Customer’s Order Limit. Box may restrict or limit Customer’s ability to deploy additional Accounts above the Order Limit.

**2.1(b) API Access.** Subject to the terms and conditions of this Schedule L.5, Customer shall have a non-exclusive right during the applicable Subscription Period to incorporate the API into any application used by or on behalf of Customer for the sole purpose of accessing the Box Service or accessing certain functionality of the Box Service, provided that such access is limited to the amount of API calls purchased by Customer in the applicable Order.

**2.1(c) Overages.** During the Subscription Period, Box may provide Customer with a report identifying the number of Accounts (or other usage) that, at any time, exceeds the Order Limit, and Box (or Reseller, if applicable) may provide Customer with an Order for the additional required purchases (**“Expansion Service Order”**). Customer shall use commercially reasonable efforts to, within thirty (30) days of receiving such report (but in any event within sixty (60) days of receiving such report), either: (i) execute the Expansion Service Order; (ii) increase the Order Limit through an alternate purchase method provided by Box (e.g. the “Add Seats” function in the Admin Console, if available to Customer); or (iii) permanently delete the excess Accounts or other applicable activity.

**Acceptable Use of the Box Service.** Customer’s use of the Box Service shall conform with the allocations and amounts and the features and functionality of the Box Service plan subscribed to in the applicable Order (and as set forth in the

product feature matrix). Customer agrees that it shall not transfer, rent, resell, charge or otherwise commercialize any use of the Box Service. Customer agrees that it is solely responsible for actions of Users within the scope of their responsibilities for Content and Content as uploaded by Users. Customer agrees not to use or permit the use of the Box Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity; (c) in any manner that may be unlawful or give rise to civil or criminal liability; (d) in any manner that is likely to damage, disable, overburden (exceeding the fair use policy), impair the Box Service or interfere in any way with the use or enjoyment of the Box Service by others; (e) to introduce any Malware or other malicious activity in User Account(s); or (f) in violation of any applicable export law or regulation; provided, that Box acknowledges and agrees that Customer use of the Box Service to store Content relating to criminal justice proceedings shall not violate the foregoing restrictions in Sections 2.2(a) through (c).

**2.2 Suspension of User Access to Service.** Box may suspend a User's Account or remove or disable any Content which Box reasonably and in good faith believes is in violation of this Schedule L.5. For the avoidance of doubt, Box's right to suspend a User's Account or remove or disable access to Content is on a User-basis and does not extend to Customer's entire User base. Box agrees to provide Customer with reasonable notice of any such removal, suspension, or disablement before its implementation unless immediate removal, suspension, or disablement is necessary to comply with legal process, regulation, order or prevent imminent harm to the Box Service or any third party, in which case Box will notify Customer to the extent allowed by applicable law of such removal, suspension, or disablement, as soon as reasonably practicable thereafter.

### 3. NON-BOX APPLICATIONS AND SERVICES.

Box may make available to Customer or Users optional third-party applications, services or products, which are licensed by their provider to Customer or Users, for use in connection with the Box Service ("**Third-Party Products**"). Customer acknowledges that if Customer chooses to utilize Third-Party Products, Box will give effect to Customer's instruction as needed and as it relates to Customer use of such Third-Party Products. Customer's use of any Third-Party Products and any exchange of any information between Customer and third-party provider is solely between Customer and the applicable third-party provider. Box makes no warranties of any kind and assumes no liability whatsoever for Customer's or User's use of such Third-Party Products.

### 4. CONTENT SECURITY; DATA PRIVACY

**4.1 Security.** During the Term of the Agreement, Box will implement and maintain commercially reasonable administrative, physical and technical safeguards and measures to protect against unauthorized access to Content. Such security program will conform to the Box Security Exhibit attached hereto as Part 3, and is further described in Box's most recent Service Organization Control 1 ("**SOC1**") and Service Organization Control 2 ("**SOC2**") Type II audit reports (or substantially similar industry-standard reports) (collectively referred to as "**Audit Reports**"). Box will maintain the Audit Reports during the Term and will provide a copy to Customer once per year upon Customer's written request. During the Term, Box will not diminish the protections provided by the controls set forth in Part 3 and the then-current Audit Reports.

**4.2 Content Storage Location.** The Box Service is provided from the United States and Content is stored in the United States. Notwithstanding the foregoing, Customer understands that nothing herein prohibits: (a) Users from accessing the Box Service, including Content, outside of the United States (subject to applicable law); and (b) processing non-Content information outside of the United States by Box to provide support. Box has certain products and features that enable storage or processing of Content outside of the United States and those products or features shall be subject to separate terms and conditions as may be agreed to between the Parties.

### 5. CUSTOMER RESPONSIBILITIES

**5.1 Establishment of Accounts.** Customer will promptly appoint an Administrator for the Administrative Console and such Administrator shall be responsible for: (a) configuring the settings of the Box Service (b) managing any Customer devices and systems (c) assigning and managing of User Accounts and (d) enforcing and managing User access controls and permissions in accordance with Customer's own policies and applicable law and

regulations. Customer will maintain commercially reasonable safeguards that prohibit Managed Users from sharing their password with any other person or permit any other person to log on as such Managed User.

**5.2 Content.** Customer will: (a) be solely responsible for the nature, quality and accuracy of the Content as uploaded to Box; (b) promptly handle and resolve any notices and claims relating to the Content (e.g. take-down notices pursuant to the Digital Millennium Copyright Act); and (c) be responsible for obtaining any rights to the Content that may be required by applicable law in order to grant Box the rights contemplated by this Schedule L.5. Notwithstanding anything to the contrary, Box has no liability to Customer or any third party for any reason as a result of: (i) any unauthorized disclosure or access to a User's Account or Content as a result of Customer's or a User's misuse of the Box Service; (ii) loss or theft of any User password or username, to the extent directly resulting from County's negligence or willful misconduct; (iii) any deletion, destruction, damage or loss of Content caused solely by Customer (or a User); or (iv) any failure of Customer to maintain reasonable safeguards in any Customer devices used to access the Box Service.

**5.3 Notification of Unauthorized Use.** Customer will promptly notify Box in writing of any unauthorized use of any Account, Content or the Box Service that comes to Customer's attention. In the event of any such unauthorized use by a third party that obtains access to the Box Service directly or indirectly through Customer or any User, Customer will take all steps within Customer's control as reasonably necessary to terminate such unauthorized use and will provide Box with such cooperation and assistance related to any such unauthorized use as Box may reasonably request.

## 6. SUPPORT AND SERVICE LEVEL COMMITMENTS.

Part 2 to this Schedule L.5 sets forth the Support Services and the Service Level Commitments for the Box Service during the Subscription Period.

## 7. WARRANTY AND DISCLAIMER

**7.1 Box Service Warranty.** Box warrants that, (a) during the Subscription Period, the Box Service purchased under the applicable Order will perform substantially in accordance with the functions specified in the User Guide when used in a manner that conforms to the terms and conditions of this Schedule L.5 and the User Guide and (b) Box will use at least industry standard measures, which includes use of commercially available scanning technology with up to date file signatures, to prevent the Box Service from containing any Malware; provided that Customer is responsible for any Malware included in the Content as uploaded by a User. Subject to the notice and cure provisions of Section 11.3 (Termination for Cause), in the event of a breach of the warranty in Section 7.1(a), Box shall correct or modify the Box Service so that it substantially performs the functions specified in the User Guide. If Box is unable to restore such material functionality, subject to the notice and cure provisions of the Agreement, Customer shall be entitled to terminate the applicable Order and receive a pro-rated refund of the fees pre-paid by Customer for the corresponding unused portion of the Subscription Period. The warranties set forth herein are made to and for the benefit of Customer only.

**7.2 Disclaimer of Warranties.** EXCEPT AS PROVIDED IN THIS SCHEDULE L.5 AND ELSEWHERE IN THE AGREEMENT, AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY (AND EACH PARTY SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES OR CONDITIONS:

(A) ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (B) OF FITNESS FOR A PARTICULAR PURPOSE; AND (C) THAT THE BOX SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IN SUCH AN EVENT, THE ABOVE EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY LAW.

## 8. PROPRIETARY RIGHTS

**8.1 Content Ownership by Customer.** As between Customer and Box, Customer or its licensors own all right, title and interest in and to the Content. Customer hereby grants Box a nonexclusive right during the Subscription Period and the transition period set forth in Section 11.1 to transmit, process, use and disclose the Content solely to provide the Box Service to Customer or any User or pursuant to this Agreement.



**8.2 Ownership of Box Service by Box.** As between Box and Customer, Box or its licensors own and reserve all right, title and interest in and to, including any improvements or derivatives, the Box Service, the Box marks and other items used by Box to provide the Box Service, other than the access rights expressly granted to Customer in Section 2.1 (Access Grant). No title to or ownership of any proprietary rights related to the Box Service is transferred to Customer or any User pursuant to the Agreement or this Schedule L.5. All rights not expressly granted to Customer are reserved by Box. Box reserves the right, in its reasonable discretion and with at least sixty (60) days' written notice to Customer, to change or require Customer to change its Box Service user ID and any custom or vanity URLs, custom links, or vanity domains Customer may obtain through the Box Service unless an immediate change is necessary to comply with legal process, applicable regulation, order or prevent imminent harm to the Box Service or any third party directly related to the Box Service, in which case Box will notify Customer as soon as reasonably possible. In the event that Customer makes suggestions regarding any features, functionality or performance relating to the Box Service ("Feedback"), Box will have a non-exclusive, "as-is," perpetual, irrevocable, royalty free license to use the Feedback for its business purposes. The foregoing shall not be construed as a representation or warranty by Customer that it has the rights, if any, to grant such license or to authorize such use. Box acknowledges and agrees that the Feedback is provided by Customer "as-is," without warranties of any kind. Without limiting the foregoing, Customer hereby disclaims all warranties, express and implied, including the implied warranties of merchantability, fitness for a particular purpose, title/non-infringement, and quality of information with regard to the Feedback.

## 9. TRAINING OR CONSULTING SERVICES

**9.1 General Terms.** Customer may wish to receive certain services of a professional, educational, operational or technical nature (collectively, "**Consulting Services**"), as further described in a Statement of Work under the Agreement. Each SOW will include, at a minimum: (a) a description of the Consulting Services and any Box Materials (as defined below) to be provided to Customer; and (b) the scope of the Consulting Services.

**9.2 Box Materials.** Box shall own all rights, title and interest in and to the documentation, templates, training materials and recordings (collectively the "**Box Materials**") Box may provide to Customer as part of the Consulting Services (including any intellectual property rights therein). "Box Materials" do not include any Customer Confidential Information or Customer intellectual property, including any logos and trademarks that may be included in the Box Materials, collectively, "**Customer Property**"). Box shall have the right to use any such Customer Property solely for the purpose of providing the Consulting Services to Customer as set forth in the SOW. During the Term of the Agreement, Box hereby provides Customer with a worldwide, perpetual, irrevocable, royalty free, non-exclusive, non-sublicensable, non-transferable (except as permitted under Section 51 of the Agreement) license to use such Box Materials solely for Customer's operations in connection with its authorized use of the Box Service. For the avoidance of doubt, Box shall own all intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("**Box Tools**") used by Box to develop the Box Materials. Nothing herein shall be construed to assign or transfer any intellectual property rights in the Box Tools used by Box to develop the Box Materials, and to the extent such Box Tools are delivered with or as part of the Box Materials, they are licensed, not assigned, to Customer, on the same terms as the Box Materials.

**9.3 Consulting Services Warranty.** In regard to Consulting Services only, Box warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Consulting Services hereunder has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Consulting Services; and (b) the Consulting Services will be performed for and delivered to Customer in a timely, professional and workmanlike manner. If the Consulting Services do not conform to the foregoing warranty, and Customer notifies Box within thirty (30) days of Box's delivery of the Consulting Services, Box will re-perform the non-conforming portions of the Consulting Services at no cost to Customer.

10 INTENTIONALLY DELETED

## 11. POST-TERMINATION

**11.1 Post-Termination Obligations.** Upon the termination or expiration of the Agreement for any reason, Customer will have no further rights to access the Box Service hereunder except as set forth in this Section 11.1. For

thirty (30) days following the expiration or the termination of the Agreement or applicable Order, and subject to Customer's prior written request, Box will allow Customer limited access to retrieve any Content remaining on the Box Service. After such thirty (30) day period, Customer will have no further rights to access the Box Service and Box will delete the Content in accordance with its secure deletion practices.

**11.2 Surviving Provisions.** Upon any expiration or termination of the Agreement, the following sections will survive: Sections 1 (Definitions), 5.2 (Content), 7.2 (Disclaimer of Warranties), 8 (Proprietary Rights), 11.1 (Post Termination Obligations), 11.2 (Surviving Provisions), 12 (Indemnification), 13 (Limitation of Liability), and 15 (Miscellaneous).

## 12. INDEMNIFICATION

**12.1 Indemnification by Box.** Box shall defend County, its Special Districts, elected and appointed officers, employees, agents and other County authorized personnel (hereinafter "**County Indemnitees**") from and against any third party claim (a) that the Box Service infringes a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret; (b) of Box's gross negligence or willful misconduct; or (c) violation of law or any unauthorized use or disclosure of, or access to, County's Confidential Information to the extent caused by Box's breach of Section 4 of this Schedule or Section 18.1 of the Agreement (each of (a)-(c) a "**Claim Against Customer**"), and will indemnify the Customer Indemnitees for the resulting costs and damages finally awarded against Customer Indemnitees to such third party by a court of competent jurisdiction or agreed to in settlement. Box will have no liability to Customer under Section 12.1(a) for any Claim Against Customer that arises out of: (i) any unauthorized use, reproduction, or distribution of the Box Service by Customer; (ii) use of the Box Service in combination with any other products, technology, process, software or equipment not supplied by Box nor supported in the User Guide if such Claim Against Customer would have been avoided without such combination; or (iii) any modification or alteration of the Box Service by anyone other than Box or Box's agents without the written approval of Box. In the event of a Claim Against Customer pursuant to this Section 12.1, Box will (at Box's option and expense): (A) obtain for Customer the right to continue using the Box Service; (B) modify the Box Service to make it non-infringing; or (C) if subsections (A) and (B) are not commercially viable (as determined by Box in its sole discretion), terminate its participation under the Agreement, in which case Customer will be entitled to a pro-rated refund of any fees pre-paid by Customer for the corresponding unused period of the applicable Subscription Period.

**12.2 Indemnification Process.** As a condition of receiving an indemnification under this Agreement, the Party seeking indemnification hereunder (the "**Indemnified Party**") will provide the other Party (the "**Indemnifying Party**") with: (a) prompt written notice of the claim, provided, however, that the failure to give such notice shall not relieve the Indemnifying Party's obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure; (b) complete control over the defense and settlement of the claim (provided, that the Indemnifying Party will not settle any claim without the Indemnified Party's prior written permission if the settlement fails to unconditionally release the Indemnified Party from all liability pertaining to such claim, such permission not to be unreasonably withheld, delayed or conditioned); and (c) such assistance in connection with the defense and settlement of the claim, at the Indemnifying Party's expense, as the Indemnifying Party may reasonably request.

## 13. LIMITATION OF LIABILITY

**13.1 Limitation of Liability.** EXCEPT AS SET FORTH IN SECTION 13.3, TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL BOX'S AND ITS AFFILIATES' TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO BOX (OR TO A BOX DISTRIBUTOR OR RESELLER, IF APPLICABLE) FOR THE BOX SERVICE IN THE TWENTY-FOUR (24) MONTHS PRECEDING THE DATE OF THE FIRST EVENT WHICH GIVES RISE TO LIABILITY UNDER THE AGREEMENT.

**13.2 Disclaimer of Consequential and Related Damages.** EXCEPT AS SET FORTH IN SECTION 13.3, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, LOSS OF PROFITS OR REVENUE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS EXCLUSION WILL NOT APPLY TO THE EXTENT THE EXCLUSION IS PROHIBITED BY LAW.

**13.3 Exclusions.** THE DISCLAIMERS OF DAMAGES AND LIMITATIONS OF LIABILITY IN SECTIONS 13.1 AND 13.2 SHALL NOT APPLY TO DAMAGES OR LIABILITY ARISING OUT OF OR RELATING TO: (a) BOX'S INDEMNITY OBLIGATIONS UNDER THIS SCHEDULE L.5 (EXCEPT FOR BOX'S INDEMNITY OBLIGATIONS UNDER SECTION 12.1(c)); (b) BOX'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (c), SUBJECT TO THE SUPER CAP, BOX'S BREACH OF SECTION 4 OF THIS SCHEDULE L.5 OR SECTION 18.1 OF THE AGREEMENT; OR (d), SUBJECT TO THE SUPER CAP, BOX'S INDEMNITY OBLIGATION UNDER SECTION 12.1(c)). "**Super Cap**" means a total and cumulative liability of five (5) times the total fees paid by Customer to Box (or to a Box distributor or Reseller, if applicable) for the Box Service in the twelve (12) months preceding the date of the first event which gives rise to liability under the Agreement.

**13.4 Certain Direct Damages.** The parties agree that, to the extent arising out of or relating to Box's breach of Section 4 of this Schedule or Section 18.1 of the Agreement, the following costs shall be deemed to be "direct damages" if incurred by County: (a) the costs of providing notice to government entities and affected persons as required by applicable law, (b) the cost of providing credit monitoring services to affected persons for up to one year or longer period if required by law or governmental authority; and (c) fines, penalties and other costs imposed upon County by any government entity. For the avoidance of doubt, Box's liability for the direct damages described above is subject to the Super Cap set forth in Section 13.3 unless the breach was caused by Box's gross negligence or willful misconduct.

14. RESERVED

15. MISCELLANEOUS

**15.1 Integration; Order of Precedence.** In the event of a conflict between terms of the Agreement and this Schedule L.5, the terms of this Schedule L.5 shall prevail. The recitals set forth above are hereby incorporated into the terms of this License & Support Agreement (Schedule L.5).

## SECTION 16 ADDITIONAL TERMS AND CONDITIONS.

For the avoidance of doubt, the Contractor obligations set forth in the Agreement shall apply to Box only to the extent applicable to Box's role in providing the Box products and services as part of the System. The parties hereby agree to the following amendments to the Agreement solely with respect to Box's provision of software products and services:

- As between Box and Customer, Section 2.4 (Approval of Work) of the Agreement shall not apply and instead the warranty provisions set forth in Section 7 and Section 9.2 of Schedule L.5 shall apply.
- Unless otherwise set forth in a Statement of Work for consulting services to be provided by Box, Section 3.3.2, Section 3.3.3 and Section 3.3.5 of the Agreement shall not apply.
- Section 3.4 (Background and Security Investigations) of the Agreement shall not apply and instead the background check provisions set forth in Part 3 of Schedule L.5 shall apply.
- Section 3.5 (Reports by Contractor) of the Agreement shall not apply except to the extent set forth in a Statement of Work.
- Section 3.7 (Contractor's Staff Identification) of the Agreement shall not apply except to the extent Box provides consulting services at a County facility. For avoidance of doubt and notwithstanding anything to the contrary in Section 3.7 (Contractor's Staff Identification) of the Agreement, County will provide Contractor with any required photo identification badges in accordance with County policies and procedures.
- Section 5 (Scope of Work) of the Agreement shall not apply and shall be replaced with the following: "Box shall perform all such tasks, subtasks, deliverables, goods, services and other Work assigned to it under a Statement of Work, if any, in accordance with each Statement of Work."
- Section 6 (Project Plan) of the Agreement shall not apply.
- Section 8 (Contract Sum) of the Agreement is not a flow-down to Box provision.
- Section 9 (Invoices and Payments) of the Agreement is not a flow-down to Box provision.
- Section 10 (Ownership and License) of the Agreement shall not apply and instead the ownership and licenses provisions set forth in Section 2.1(a), Section 8 and Section 9 of Schedule L.5 shall apply. For the avoidance of doubt, any references to Source Code or the obligation to provide Source Code in the Agreement shall not apply to Box.
- As between Box and Customer, Section 11 (System Acceptance) of the Agreement shall not apply and instead the warranty provisions set forth in Section 7 and Section 9.2 of Schedule L.5 shall apply.
- Section 12 (Warranties and Correction of Defects) of the Agreement shall not apply and instead the

- warranty provisions set forth in Section 7 and Section 9.2 of Schedule L.5 shall apply.
- Section 13 (Indemnification) of the Agreement shall not apply and instead the indemnification provisions set forth Section 12 of Schedule L.5 shall apply.
  - Section 14 (Insurance) of the Agreement shall not apply and instead the insurance provisions set forth in Part 3 of Schedule L.5 shall apply.
  - Section 15.2 and Section 15.2 (Intellectual Property Warranty and Indemnity) of the Agreement shall not apply and instead the intellectual property indemnity set forth in Section 12 of Schedule L.5 shall apply.
  - Section 16.1, 16.2 and 16.3 (Proprietary Considerations) of the Agreement shall not apply and instead the ownership and licenses provisions set forth in Section 8 and Section 9.2 of Schedule L.5 shall apply.
  - Section 18.1.3 (Indemnification) of the Agreement shall not apply.
  - Section 18.2 (Security) of the Agreement shall not apply and instead Part 3 of Schedule L.5 shall apply.
  - Section 19 (Assignment and Delegation) shall not apply.
  - Subsections (3), (4), (5), (6), and (7) of Section 24 of the Agreement shall not apply. The obligation to provided completed Work under Subsection (2) of subsection 24 of the Agreement shall not apply. Notwithstanding anything to the contrary in Section 24 or elsewhere in the Agreement, in the event of any termination of the Agreement (other than a termination resulting from Box's breach of the Agreement): (i) any prepaid fees under any then outstanding Work Orders hereunder will not be refunded, and (ii) to the extent fees under any such Work Orders have not been prepaid for the entire stated Work Order, the County shall, within 10 business days of such notice of termination, pay an amount equal to all remaining fees under all such Work Order for the full stated term of each such Work Order.
  - Section 26 (Subcontracting) of the Agreement is hereby replaced in its entirety with the following: "Box may utilize subcontractors in its performance of services; provided that Box shall remain liable for the acts and omissions of its subcontractors to the same extent as if Box employees. Box agrees to provide County upon request with a list of its material subcontractors. Notwithstanding the above, contractors of Box who will provide consulting services at a County facility are subject to the County's approval."
  - Section 28 (Most Favored Public Entity) of the Agreement shall not apply.
  - Section 32 (Compliance with Applicable Laws) of the Agreement is hereby replaced in its entirety with the following: "In the performance of this Agreement, Contractor shall comply with all Federal, State, and local laws, rules, regulations and ordinances that are applicable to Contractor. Failure by Contractor to comply with such laws and regulations shall be material breach of this Agreement and may result in termination of this Agreement."
  - Section 37 (Contract Hiring) of the Agreement shall not apply.
  - Section 51 is hereby replaced in its entirety with the following: "This Agreement may be assigned in whole or in part by County, upon prior written notice to Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this agreement."

## PART 2 – SERVICE LEVELS AND SUPPORT TERMS

### Section 1. Definitions.

**“Business Response Credit”** means the credit that may be available to a Customer that has subscribed to the Business Services under the applicable Order and as specified Response Times below.

**“Downtime”** means any period during which the Customer is unable to access the Box Service, as measured at the Box network by industry standard tools, due to an Issue which prevents the majority of Customer Users from accessing Content, expressly excluding Scheduled Downtime.

**“Issue”** means a single, reproducible issue or problem affecting the functionality of the Box Service for Customer.

**“Enhanced Response Credit”** means the credit that may be available to a Customer that has subscribed to one of the Enhanced Support Services under the applicable Order and as specified under Response Times below.

**“Enhanced SLC Credit”** means the credit that may be available to a Customer that has subscribed to one of the Enhanced Support Services under the applicable Order and as specified under Service Level Commitments below.

**“Support Services”** means telephone, email or web-based assistance in the resolution of Issues reported by Customer to Box. Available Support Services are:

**“Standard Support Services”** which is included the Customer’s purchase of the Box Service;

**“Business Services”** which is purchased by the Customer and identified under the applicable Order; or

**“Premier Services”** or **“Platinum Services”** (together, **“Enhanced Support Services”**) which are purchased by the Customer and identified under the applicable Order.

**“Scheduled Downtime”** means a scheduled time period in which the Box Service is unavailable for use, and upon notice to Customer where practical.

**“Uptime Percentage”** means the total number of minutes in a calendar month minus the number of minutes of Downtime experienced in such calendar month, divided by the total number of minutes in such calendar month.

### Section 2. Support Services.

**2.1 Support Services.** During the Subscription Period, Box will provide to Customer the applicable Support Services. If Customer has not purchased Business Services or one of the Enhanced Support Services, then Standard Support Services will be provided. Support Services do not include: (a) physical installation or removal of the Box Software and any User Guides; (b) visits to Customer’s site; (c) any professional services associated with the Box Service, including, without limitation, any custom development, data modeling, code review and application architecture/infrastructure design; (d) training; or (e) the set-up, configuration and use of the Box Service.

Box's obligations do not extend to any ongoing test or training instances of the Box Service provided to Customer or Downtime, Issues or errors that are caused by:

- (i) Third-party hardware or software provided or used by Customer;
- (ii) Use of the Box Service in violation of the terms of the Schedule L.5; or
- (iii) Use of the Box Service other than in accordance with any User Guide or, to the extent not inconsistent with the Agreement, including Schedule L.5, the express written instructions of Box.

**2.2 Case Prioritization.** When contacting Box for support, Customer will assign a priority to the Issue in accordance with the table below. Box will provide an acknowledgement of a reported Issue to Customer and a support agent will provide a response within the target timeframes specified for the applicable support level (**“Response”**). Upon review of the Issue, and following Box’s initial response to the Customer, Box may change the case prioritizations in accordance with the following descriptions:

- Level 1 – Urgent:** An Issue that renders the Box Service completely inoperative for all Users and no workaround is available.
- Level 2 – High:** An Issue that materially impairs substantial features of the Box Service for many Users and no reasonable workaround is available.
- Level 3 – Normal:** An Issue that impairs a feature of the Box Service for a few Users and a reasonable workaround is available.
- Level 4 – Low:** An Issue that involves an inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; or a bug affecting a small number of Users.

**2.3 Standard Services Response Times.** If Customer has Standard Support Services, Box will use commercially reasonable efforts to meet the following target Response Times during the hours/days, as outlined below.

**Support Hours:** 6AM – 6 PM Customer local time, Monday – Friday

**Support Language:** English

**Support Access Method:** Web/Email

**Support Response Method:** Web/Email

**Number of Support Requests:** Unlimited

**Response Times:**

**Level 1 – Urgent:** Within 4 business hours

**Level 2 – High:** Within 8 business hours

**Level 3 – Normal:** Within 1 business day

**2.4 Business Services Response Times.** If Customer has purchased Business Services, Box will respond in accordance with the Response Times below. If Box fails to meet the response times, Customer may be entitled to a response time credit as outlined below (“**Business Response Time Credit**”):

**Support Response Hours:** 24 hours/day, 365 days/year

**Support Language:** English

**Support Access Method:** Web/Phone/Email

**Support Response Method:** Web/Phone/Email

**Number of Support Requests:** Unlimited

**Response Times:**

**Level 1 – Urgent:** Within 2 hours

**Level 2 – High:** Within 4 hours

**Level 3 – Normal:** Within 4 hours

**Level 4 – Low:** Greater than 4 hours

**2.5 Enhanced Support Services Response Times.** If Customer has purchased one of the Enhanced Support Services, Box will respond in accordance with the Response Times below (for cases submitted in English). If Box fails to meet the response times, Customer may be entitled to a response time credit as outlined below (“**Enhanced Response Time Credit**”). The below response times apply to cases submitted in English.

**Support Response Hours:** 24 hours/day, 365 days/year

**Support Language:** English or local language (based on availability)

**Support Access Method:** Web/Phone/Email

**Support Response Method:**

Web/Phone/Email **Number of Support**

**Requests:** Unlimited **Response Times:**

**Level 1 – Urgent:** Within 1 hour  
**Level 2 – High:** Within 2 hours  
**Level 3 – Normal:** Within 2 hours  
**Level 4 – Low:** Greater than 2 hours

**2.6 Business Services and Enhanced Support Services Response Time Credits.** If Customer has purchased Business Services or one of the Enhanced Support Services and Box fails to meet the applicable Response Times associated with Business Services or Enhanced Support Services, Customer may be entitled to a response time credit as outlined below (“**Response Time Credit**”).

**Response Time Credits:** Customer will be eligible to receive a Response Time Credit, provided that:

- (a) Customer has purchased Business Services or one of the Enhanced Support Services;
- (b) Customer has opened a support ticket for an Issue; and
- (b) Box fails to meet the response times for Level 1 and Level 2 support tickets three (3) times during the given calendar month;

Collectively, a “**Response Credit Event**”.

In the event that Customer incurs a Response Credit Event, Customer will receive a Response Time Credit of fifteen (15%) percent of the fees paid by Customer for the applicable Business Support Service or Enhanced Support Service for the month the Response Credit Event occurred. The Response Time Credit will be calculated on a straight-line, pro-rated basis with respect to any fees paid in advance. Notwithstanding anything to the contrary, in no event will the total amount of Response Time Credits exceed the applicable Business Services or Enhanced Support Services fees paid by Customer for the corresponding month. For clarity, for the purpose of calculating Response Time Credits, calendar months are calculated based on US Pacific Time Zone.

Customer is not eligible to receive Response Time Credits during any period of time when undisputed payments owed are past due.

For Customer Orders placed through Box, Response Time Credits will be issued by Box, as determined in its sole discretion, either by applying to future billing cycle(s) or as a refund against annual fees earlier paid; provided, that if there will be no further billing cycles during the Subscription Period Box will provide a refund. For Customer orders placed through a Box Reseller, Response Time Credits, if any, will be issued as provided in the applicable agreement between Customer and Box Reseller.

### **Section 3. Service Level Commitments**

**3.1. Standard Support Services.** If Customer has Standard Support Services, Box will use commercially reasonable efforts to meet an Uptime Percentage of at least 99.9%.

**3.2. Business Services.** If Customer has purchased Business Services, Box will use commercially reasonable efforts to meet an Uptime Percentage of at least 99.9%.

**3.3 Enhanced Support Services.** If Customer has purchased one of the Enhanced Support Services, Box will use commercially reasonable efforts to meet an Uptime Percentage of at least 99.9%. If Box fails to meet the Uptime Percentage Customer will receive Enhanced SLC Credits as follows:

| <b>Uptime Percentage</b>                        | <b>Enhanced SLC Credit Percentage</b> |
|---|---------------------------------------|
| Less than 99.9% but equal to or more than 99.8% | 5%                                    |
| Less than 99.8% but equal to or more than 99.7% | 10%                                   |

|   |     |
|---|-----|
| Less than 99.7% but equal to or more than 99.6% | 15% |
| Less than 99.6% but equal to or more than 99.5% | 20% |
| Less than 99.5% but equal to or more than 99.4% | 25% |
| Less than 99.4% but equal to or more than 99.3% | 30% |
| Less than 99.3% but equal to or more than 99.2% | 35% |
| Less than 99.2% but equal to or more than 99.1% | 40% |
| Less than 99.1% but equal to or more than 99.0% | 45% |
| Less than 99.0%                                 | 50% |

Customers who have purchased one of the Enhanced Support Services will be eligible to receive SLC Credits provided that:

- (a) Customer has reported an Issue related to a Downtime event by filing a ticket with Box support within fifteen (15) days of the Downtime event; and
- (b) once Customer receives the Uptime Percentage report provided by Box and confirms Uptime Percentage as below 99.9% in the month the issue was experienced, Customer has provided Box a written claim request for Enhanced SLC Credits within fifteen (15) days of the date of uptime percentage report.

The Enhanced SLC Credits will be equal to the SLC Credit percentage multiplied by the fees paid by Customer for the Box Service that are attributable to the corresponding calendar month (calculated on a straight line, pro-rated basis with respect to any fees paid in advance) and then pro-rated for based on affected Users. Notwithstanding anything to the contrary, in no event will the total amount of Enhanced SLC Credits if any, exceed the fees paid by Customer for the Box Service in the corresponding month. For clarity, for the purpose of calculating Enhanced SLC Credits, calendar months are calculated based on US Pacific Time Zone. Customer is not eligible to receive Enhanced SLC Credits during any period of time when undisputed payments owed are past due.

For Customer Orders placed through Box, Enhanced SLC Credits will be issued by Box, as determined in Box's sole discretion, either by applying to future billing cycle(s) or as a refund against annual fees earlier paid; provided, that if there will be no further billing cycles during the Subscription Period Box will provide a refund. For Customer orders placed through a Box Reseller, Enhanced SLC Credits, if any, will be issued as provided in the applicable agreement between Customer and the Box Reseller.

### PART 3 – BOX SECURITY EXHIBIT

**Section 1. Purpose.** This Security Exhibit sets forth the information security program and operation policies that Box will maintain in order to protect Customer's Content from unauthorized use, access or disclosure, while Box is in possession of Customer's Content.

**Section 2. Information Security Management System.** Box will maintain throughout the Term of the Agreement a comprehensive information security management system (the "ISMS") which includes administrative, technical and physical safeguards designed to: (a) protect and secure Content from unauthorized access, use or disclosure; and (b) protect against anticipated threats or hazards to the security or integrity of Customer's Content. The ISMS will be documented and kept current by Box based on changes to industry standard information security practices and legal and regulatory requirements applicable to Box.

**Section 3. Standards.** Box's ISMS will, at a minimum, adhere to applicable information security practices as identified in International Organization for Standardization 27001 (ISO/IEC 27001) (or a substantially equivalent or replacement standard) or other authoritative sources (e.g. SSAE 18, SOC1, SOC2).

**Section 4. Independent Assessments.** On an annual basis, Box has an independent, suitably qualified third-party organization conduct an independent assessment consisting of a Report on Controls at a Service Organization Relevant to Security, Availability, Processing, Integrity, Confidentiality and/or Privacy (SOC2 Type II) or such other comparable assessment at its sole discretion (e.g. ISO 27001 Certification,) and Box will provide a copy of such assessment to Customer upon Customer's written request to Box. Box also undergoes at least an annual penetration



test from independent, suitably qualified third parties, and Box will provide Customer with an executive summary of the most recent penetration test results upon Customer's written request to Box.

**Section 5. Information Security Policies.** As part of the ISMS, Box will implement, maintain, and adhere to its internal information security and privacy policies that address the roles and responsibilities of Box's personnel, including both technical and non-technical personnel, who have direct or indirect access to Content in connection with providing the Box Service. Box's information security policies provide for continual assessment and re-assessment of the risks to the security of the Box Service, including: (a) identification of internal and external threats that could result in a Security Breach (as defined below); (b) assessment of the likelihood and potential damage of such threats, taking into account the sensitivity of Content; and (c) assessment of the sufficiency of the policies, procedures and information systems of Box, and other arrangements in place, to control risks. Additionally, Box's information security policies address appropriate protection against such risks. Box's information security policies shall, at a minimum, include:

- (i) organization of information security
- (ii) asset management
- (iii) human resources security
- (iv) physical and environment security
- (v) communications and operations management
- (vi) access control
- (vii) information systems acquisition
- (viii) development and maintenance
- (xi) information security incident management
- business continuity management

**Section 6. Information Security Operations.**

**6.1 Access Controls.** In accordance with the ISMS, Box shall maintain appropriate access controls (physical, technical, and administrative), which shall include the following as applicable:

**6.1(a) Box Service Access Controls.**

**6.1(a)(i) Physical Access Controls.** Box will implement the following suitable measures in order to prevent unauthorized persons from gaining access to the data processing equipment used to process Content:

- (a) Access authorizations for employees and third parties;
- (b) Keycards and passes;
- (c) Restrictions on keys;
- (d) Appropriate requirements for third parties;
- (e) Identifying of the persons having authorized access;
- (f) Protection and restriction of entrances and exits;
- (g) Establishing security areas especially for deliveries and handover;
- (h) Securing the building (security alarm system, supervision by guards).

**6.1(a)(ii) Technical Access Controls.** Box will implement the following suitable measures to prevent unauthorized reading, copying alteration or removal of the data media, unauthorized input into memory and reading/alteration/deletion of Content:

- (a) Access authorization requirements;

- (b) Identification of workstation and / or the users accessing Box systems;
- (c) Automatic disablement of user IDs after multiple erroneous passwords entered;
- (d) Logging of events and activities (including monitoring of break-in attempts);
- (e) Issuing and safeguarding of identification codes;
- (f) Dedicated workstations for users;
- (g) Authenticating authorized personnel;
- (h) Use of encryption where deemed appropriate by Box;
- (i) Separating production and non-prod environments;
- (j) Automatic session log-off of users that have been inactive for a period in excess of thirty (30) minutes;
- (k) Designating areas in which data media may / must be located;
- (l) Designating persons in such areas for authorized handling and removal of data media;
- (m) Controlling the removal of data media;
- (n) Securing the areas in which data media is located;
- (o) Controlled and documented destruction of data media.

**6.1(a)(iii) Data Access Controls.** Box commits that its employees and contractors entitled to use Box's data processing systems will only access data within the scope and to the extent covered by the respective access permission (authorization). This will be accomplished by:

- (a) Securing workstations;
- (b) Requirements for user authorization driven by need basis;
- (c) Appropriate confidentiality obligations;
- (d) Differentiated access policies based on function and scope (e.g. partial blocking);
- (e) Controlling destruction of data media;
- (f) Deleting remaining data before changing data media;
- (g) Policies controlling the production of backup copies.

**6.1(a)(iv) Transmission Controls.** Box will implement the following suitable measures to secure Content processed through the use of the Box Service:

- (a) Authenticating authorized personal;
- (b) Securing confidential data media;
- (c) Documentation of transfer, retrieval and transmission;
- (d) Encrypting external online transmission.

**6.1(a)(v) Input Control.** Box will provide for the retrospective ability to review and determine the time and the point Content is entered into the Box Service by utilizing electronic recording of data processing.

**6.1(a)(vi) Organizational Controls.** Box will implement the following suitable measures to maintain its internal organization in a manner that meets the requirements of ISMS:

- (a) Maintaining Internal data processing policies and procedures, guidelines, instructions, and/or process descriptions for development, testing and release;
- (b) Implementing an emergency/backup contingency plan;
- (c) Implementing a formal Business Continuity and Disaster recovery plan.

**6.1(a)(vii) Control of separation of Content.** Box will implement suitable measures to allow the separate processing of Content which have been collected for different purposes. This will be accomplished by the logical separation of Customer Content from another customer's content.

**6.2 Encryption.** Box will encrypt Content at rest within the Box Service. Box will use at a minimum AES algorithm for encryption of Content at rest with a default value of 256-bit strength. For Content in transit to and from the Box Service, Box uses encryption unless Customer uses a method of transmission or feature which does not support encryption (such as unencrypted FTP, email, etc.).

**6.3 Network and Host Security.** Box has network intrusion detection and firewalls in place. In accordance with its ISMS, Box uses commercially reasonable efforts to ensure that Box Service operating systems and applications that are associated with Content are patched or secured to mitigate the impact of security vulnerabilities in accordance with Box's patch management processes.

**6.4 Data Management.** In accordance with its ISMS, Box has information security infrastructure controls in place for Content obtained, transported, and retained by Box for the provision of the Box Service. Box will, in accordance with its security policies and processes, destroy, delete, or otherwise make irrecoverable Content: (a) following the termination or expiration of the Agreement; and (b) upon the disposal or repurposing of storage media containing Content.

**6.5 Audit Logging and Monitoring.** Box shall implement the following controls for audit logging and monitoring:

**6.5(a) Audit Logging.** Audit logging shall be enabled on systems that contain Customer Content to capture at a minimum the security-related events defined below:

- (i) Account logon (both successful and unsuccessful) and logoff;
- (ii) Failed access attempts;
- (iii) Account lockouts;
- (iv) Elevation of privileges (both successful and unsuccessful), and every use of elevated privileges or actions taken while privilege is elevated;
- (v) Creation, modification and deletion (both successful and unsuccessful) of:
  - (a) Accounts or logon identifiers;
  - (b) Group memberships;
  - (c) Access privileges/attributes for accounts and groups;
  - (d) User rights and permissions.
- (vi) Changes in account or logon identifier status (both successful and unsuccessful);
- (vii) Modifications to, or unauthorized attempts to modify, the security configuration, security function or authorization policy.

**6.5(b) Audit Logs.** Audit logs shall capture, at a minimum, the information for each security-related event defined below:

- (i) User, system or process identifier that triggered the event;
- (ii) Description of the event;
- (iii) Date and time the event occurred (the date and time must be periodically synchronized to ensure

it is accurate);

(iv) Identifier of the system generating the event (e.g. IP address);

(v) Authorization information associated with the event.

**6.5(C) Audit Log Retention.** Audit logs shall be retained for not less than ninety (90) days. Audit logs shall be protected from accidental or intentional modification or destruction.

**6.6 Physical and Environmental Security.** Box shall:

(a) Implement physical access control mechanisms (e.g. electronic access control, locks) to ensure only authorized individuals can obtain physical access to Box's facilities;

(b) Lock and/or have strong access controls in place to control access to all of its data centers, equipment rooms, telecommunication closets and utilities;

(c) Control unauthorized access to unattended areas (e.g. offices, conference rooms, etc.) within any Box facility that contains Customer Content by using locks or equivalent means;

(d) Conduct at least annual inspections of the perimeter and all access control mechanisms to provide assurance that its hardware cannot be easily manipulated or bypassed to gain unauthorized access;

(e) Establish protocols to protect against damage from fire, flood, earthquake, explosion, civil unrest and other forms of natural or man-made disaster at Box facilities and data centers;

(f) Require its personnel or third-parties within Box's facilities (e.g. employees, visitors, resident contractors) are able to be immediately identified (e.g. using identification badges, visual recognition or other means);

(g) Monitor access/egress points by security staff and/or recorded with security cameras twenty-four (24) hours a day, seven (7) days a week at a Box facility that contains Customer Content. Security camera recordings shall be stored for no less than sixty (60) days;

(h) Require unique registry for all visitors and maintain access control logs at Box data centers.

**6.7 Equipment Security.** Box shall:

(a) Protect its systems and other equipment to reduce the risk from environmental threats and hazards and opportunities for unauthorized access;

(b) Protect equipment that is power-dependent from power failures, surges and other electrical anomalies;

(c) Protect all power, telecommunication and network cabling from unauthorized access and damage;

(d) Maintain its systems and other equipment to ensure its continued availability and integrity;

(e) Implement exit procedures to control unauthorized removal of systems and other equipment.

**6.8 Training.** Box shall provide regular training (or require regular training to be provided) to its employees and contractors on security and privacy requirements applicable to their roles. Such training shall occur at least annually and upon initial employment.

**6.9 User Controls.** Notwithstanding the foregoing, Customer understands and agrees that it is responsible for provisioning its Users in appropriate roles within the Box Service with the appropriate levels of access to Content. The Box Service shall enable Customer to configure Customer's Box Service instance. Notwithstanding anything to the contrary in this Security Exhibit, Customer understands and acknowledges that Customer will be solely responsible for implementing and maintaining access and security controls on its own devices and systems.

**Section 7. Security Breach and Breach Management.**

**7.1 Notice.** Box will promptly notify (but in no event more than seventy-two (72) hours after Box's reasonable belief of a Security Breach as defined below in Section 7.2) the designated County security contact (Ralph Johnson, Chief Information Security Officer) at the following email address: rjohnson@cio.lacounty.gov, and if applicable, via notification delivered to the Administrator(s) of County's Box Service account. The notice shall include to the extent known to Box the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. In the event of a Security Breach, County or its third party designee may, but is not obligated, perform audits Box's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County's Confidential Information. Such audits shall be subject to thirty (30) days prior written notice to Box and shall be limited to three (3) days in length. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Box has undertaken on its behalf to assess Box's own network security. If requested, copies of these summary results and corrective action schedule, redacted of any security sensitive information, will be sent to the County security contact.

**7.2 Remediation of Security Breach.** In the event Box knows or has reason to know of a Security Breach, Box will, at its own expense: (a) investigate the actual or suspected Security Breach; (b) provide Customer with a remediation plan to address the Security Breach and to mitigate the incident and reasonably prevent any further incidents, upon Customer's written request; (c) remediate the effects of the Security Breach in accordance with such remediation plan; and (d) reasonably cooperate with Customer and any law enforcement or regulatory official investigating such Security Breach. For the purposes of the Agreement, a "Security Breach" means the unauthorized use, access or disclosure of Content.

**Section 8. Business Continuity and Disaster Recovery.** Box implements and maintains business continuity and disaster recovery capabilities designed to minimize disruption of providing the Box Service to Customer in the event of a disaster or similar event. Box shall review its business continuity and disaster recovery plans on at least an annual basis and update such plans, as needed in accordance with generally accepted industry standards. Further, Box will perform (or have a qualified third party perform) at least annual testing of its business continuity and disaster recovery capabilities and provide to Customer, upon written request, a summary of Box's business continuity and disaster recovery capabilities, including related testing performed during the last year.

**Section 9. Subcontractors.** Box will make reasonable efforts to ensure that subcontractors meet Box's security and privacy standards, to the extent applicable to their scope of performance, including ensuring that all persons authorized to perform services on behalf of Box have agreed to an appropriate obligation of confidentiality. Box, at its sole discretion and in accordance with its vendor management program, will perform periodic vendor assessments for security and privacy. Box will remain liable for all responsibilities and obligations of Box under the terms and conditions of this Schedule L.5, even if some of the responsibilities and obligations are performed by Box's subcontractors.

**Section 10. Background Checks.** Where legally permitted and in accordance with local law and custom, Box shall perform the following background checks:

- (a) For US-based employees, on hire, Box's background checks include: SSN Trace, Criminal County Search (7- Year Address History), Multi-State Instant Criminal Check, Nationwide Sex Offender Registry Check, OFAC Check, OIG/GSA Combined Search. Box also uses E-Verify and confirms employment eligibility via the Form I- 9 for all employees.
- (b) For Canada-based employee, on hire, Box's background check consists of Canada Criminal Search (CPIC).
- (c) For UK-based employees, on hire, Box performs ID verification, criminal record checks in the UK, credit and address check verification (6 years for address), and employment history and reference check (maximum of 5 years of employment history or two prior employers).
- (d) For Japan-based employees, Box cannot agree to perform any types of background checks as background

checks are not permitted by law in Japan.

(e) For EU-based employees (but not based in the UK), on hire, Box performs ID verification, international criminal checks, credit and address check (up to 7 years for address), and employment history and reference check (maximum of 5 years of employment history or two prior employers, where legally permitted and in accordance with local law and custom).

(f) For Australia-based employees, on hire, Box performs ID verification, international criminal checks, credit and address check (up to 7 years for address), and employment history and reference check (maximum of 5 years of employment history or two prior employers).

(g) For subprocessors, Box will require that material subcontractors perform background checks for their personnel performing services for Box in accordance with applicable local laws and customs, to the extent related directly to the Box Service.

#### **Section 11. Insurance.**

Box agrees to provide and to maintain in effect at all times during the term of this Agreement, at Box's sole expense, the following insurance coverage:

- (i) Commercial General Liability insurance written on an occurrence basis including coverage for contractual liability, bodily injury, death, property damage, with coverage limits equal to \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- (ii) Worker's Compensation and Employer's Liability insurance covering all Box employees in accordance with applicable statutory, federal or other legal requirements.
- (iii) Umbrella liability insurance with policy limits equal to \$5,000,000 per occurrence and annual aggregate for each type of coverage specified in this Section 11, excluding Errors and Omissions insurance.
- (iv) Errors and Omissions insurance, which includes network security and privacy liability, with coverage equal to \$5,000,000 policy limit.
- (v) Automobile Liability insurance covering all hired and non-owned vehicles used by Box with a combined single limit of liability equal to \$1,000,000.

Upon Customer's written request, not more than once per year, Box shall provide Customer with certificates of insurance evidencing the required coverage. All insurance policies shall be issued by companies licensed to do business in localities where the offerings are delivered and/or the operations are performed and must be rated A- or better by A.M. Best. Customer, its parent and subsidiaries including any affiliates, its officers, directors, agents, and employees shall be named as an additional insured to Box's Commercial General Liability and Automobile Liability with respect to the services provided by Box under this Agreement.



Dean Whiteside  
3/13/20 11:37 AM



**SCHEDULE L.6**

**IMAGE ACCESS CORP.**

[\_\_\_\_\_] 2022

**SCHEDULE L.6****IMAGEACCESS**

**THE COUNTY OF LOS ANGELES (“COUNTY” OR “LICENSEE”) HAS ENTERED INTO AN AGREEMENT (“AGREEMENT”) WITH Sapient Corporation (“CONTRACTOR”) FOR DEVELOPING AND MAINTAINING AND SUPPORTING A CLIENT CASE MANAGEMENT SYSTEM (“SYSTEM” OR “CMS”) INCORPORATING SOFTWARE PRODUCTS PROVIDED AND LICENSED BY IMAGE ACCESS CORP. (“IAC”). THIS SCHEDULE L.6 (ALSO “LICENSE & SUPPORT AGREEMENT”) SETS FORTH THE LICENSE, SERVICE LEVELS, WARRANTIES AND SUPPORT TERMS APPLICABLE TO THE IAC SOFTWARE AND RELATED SERVICES (TOGETHER “SOFTWARE”), TO BE PROVIDED UNDER SUCH AGREEMENT IN ADDITION TO THE TERMS SET FORTH IN THE AGREEMENT.**

**PART 1 – LICENSE TERMS**

**THE SOFTWARE TO BE PROVIDED TO COUNTY UNDER THE AGREEMENT WITH RESPECT TO THE SOFTWARE DESCRIBED HEREIN SHALL BE SUBJECT TO THE LICENSE TERMS SET FORTH IN THIS PART 1 OF THIS SCHEDULE L.6.**

**1. License Grant**

- i. Image Access Corp. ("IAC") grants you a nonexclusive, nontransferable License to use this Software by as many users as the number of concurrent user Licenses purchased. Use of the Software by more than the specified number of concurrent users is expressly prohibited.
- ii. If you have received a trial version of the Software, the Software is for evaluation use only. Your Software will cease operation after 30 days from the date you submit a request for a trial License key. This Agreement will terminate after such period unless extended by IAC upon your acquisition of a License. Trial versions may contain limited functionality.

**2. Restrictions**

You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. You may not sell, rent, lease, sublicense, transfer, resell for profit or otherwise distribute the Software or any part thereof. You may not modify the Software or create derivative works based upon the Software.

**3. Ownership**

Title, intellectual property, and ownership rights in and to the Software and Documentation shall remain in IAC. You acknowledge and agree to abide by the copyright laws and all other applicable laws of the United States. You acquire only a License to use the Software. You acknowledge that the Software in source code remains a confidential trade secret of IAC. In no event shall you copy the Documentation, or any portion thereof, accompanying the Software, except as reasonably necessary to support your authorized use of the Software. Failure to comply with the above restrictions will result in automatic termination of this License and will make available to IAC other legal remedies.

**4. Assignment**

You shall not assign or otherwise transfer all or part of the Software or this License without the prior written consent of IAC.

**5. Updates**

IAC can make changes, updates or enhancements to the Software at any time. IAC may also add or remove functionalities or features, provided, that any changes, updates, enhancements, additions or removals will not materially reduce the functionality, performance or security of the Software.

**6. Subscription Period and Term**

The subscription period will be for the period set forth on the applicable ordering document and will renew as



provided in the applicable ordering document. You will not be allowed to cancel or reduce the number of seats until the anniversary date. You also agree that you will only receive the features and functionality that are included in the specific subscription plan that you have purchased. IAC will notify you in writing if you exceed your total licensed concurrent usage at any time. In the event your average concurrent usage over a subscription term exceeds one hundred five percent (105%) of your total licensed concurrent usage for such subscription term, the order for the next subscription term may, as IAC's sole remedy for such excess use, reflect the cost of the overage for the prior subscription term (the "true up"), as mutually agreed by you and IAC, provided, that the fees for such true up amount shall be based on the license fees for the prior subscription term. IAC will not suspend, terminate or otherwise disrupt your use of the Software as a result of any use in excess of your licensed concurrent usage.

## **7. Export**

You agree that you do not intend to export the Software or any related Documentation to any country, person, or entity if such a transfer is in violation of U.S. export restrictions.

## **8. Source Code For Licensed Software**

Upon the Effective Date of the Agreement, Subcontractor will have deposited in Source Code Escrow the Source Code for all Licensed Software that is part of the Solution, with a nationally recognized source code escrow company. Subcontractor shall ensure that County has access to the Source Code for all Licensed Software pursuant to the Source Code Escrow Agreement(s) with one or more third parties by including County as a beneficiary to such Source Code Escrow Agreement(s) (hereinafter "Source Code Escrow"). Subcontractor's duty to deposit and maintain the Source Code in Source Code Escrow shall continue throughout the term of this Agreement, unless one of the Release Conditions occurs which would permit County to obtain and use the Source Code. Subcontractor shall deposit in Source Code Escrow a new copy of all deposited Source Code no less frequently than each time the Software Vendor for the Core Software releases a Software Update, at least twice a year.

## **9. Source Code Release Conditions**

Subcontractor shall cause the release of the Source Code to County, and County shall have the right to immediately begin using the Source Code, for the applicable Licensed Software, at no charge to County, upon the occurrence of any one of the following events relating to the Subcontractor of such Licensed Software ("Release Condition(s)"): (1) Subcontractor has availed itself of, or been subjected to by any third party, a proceeding in bankruptcy in which Subcontractor is the named debtor, (ii) an assignment by Subcontractor for the benefit of its creditors, (iii) the appointment of a receiver for Subcontractor, (iv) Subcontractor has ceased its on-going business operations, (v) Subcontractor ceased operating in the normal course of business;

## **PART 2 – SERVICE LEVELS AND SUPPORT TERMS**

### **Image Access Support Services**

This document is an overview of the support services provided under Image Access' support agreement.

### **Software Support Services**

The helpdesk will maintain a telephone and e-mail address as a single point of contact for reporting support requests and providing help with the Customer's operation of the software.

The helpdesk will:

- Log all calls in a call tracking system and track them with a unique incident number until resolved
- Provide expert telephone based help to appropriately trained Customer's personnel on any reasonable query raised by such personnel on the operation of the software

The support services are provided between 09:00 AM and 8:00 PM EST (Support Hours) each day excluding Saturday, Sunday and holidays. The helpdesk will provide the above telephone/e-mail and diagnostic services remotely at its offices.

The helpdesk will attempt to resolve support requests to the best of its abilities. The service is offered to the Customer on a best effort basis, as the helpdesk may not be able to resolve every support request. Although the helpdesk will attempt to provide reasonable guidance and direction, Image Access is not responsible for issues related to networks, back-end databases, operating systems or any product not included with the software.

**Software Support Escalation**

The helpdesk will dedicate all necessary resources to resolve the support requests. All support requests will be classified by the Customer in accordance with the criteria below:

- Level 1: An emergency situation in which the Software is significantly affecting the business of the Customer
- Level 2: A failure in the Software resulting in loss of functionality or degraded performance, but without significantly affecting the business of the Customer
- Level 3: A minor failure of the Software, causing minor inconvenience and little or no loss of functionality or performance

The helpdesk will respond to the Customer's request for support services as below:

- Level 1: The helpdesk will respond to the Customer's request within three Support Hours. The helpdesk will dedicate all necessary resources on a priority basis to resolve the request during Support Hours
- Level 2: The helpdesk will respond to the Customer's request within six Support Hours. The helpdesk will assign a reasonable level of resource in order to promptly resolve the problem within Support Hours
- Level 3: The helpdesk will respond to the Customer's request within eight Support Hours. The helpdesk will use all reasonable means to ensure the problem is resolved within a period estimated by the helpdesk for such resolution

#### **SERVICE LEVEL PERFORMANCE CRITERIA**

Subcontractor shall provide to Subscriber 99.7% system Uptime per month for Licensed Software (scheduled maintenance or upgrades on the system will not count against uptime). "Uptime" is defined as time when the Licensed Software may be accessed and used by End-users. The determination of Uptime will be calculated using a historical monthly percentage. Contractor or Licensor shall provide Subscriber with at least forty-eight (48) hours' notice of any scheduled maintenance of the Services and Software and will use commercially reasonable efforts to conduct maintenance during non-Business Hours only (as defined below), as approved by Subscriber. This notice period shall not apply in the event Subscriber wants an immediate change to the Services to accommodate any internal, sales and/or compliance changes. Should the Licensed Software not be accessible at least 99.7% of the month by most users in the aggregate, Subcontractor will credit to Subscriber the percentage difference in Uptime of the applicable monthly amount due, to be applied by Subscriber towards future Subscription Fees for the Licensed Software hereunder in the immediately following annual term of the Agreement. If the Licensed Software are unusable for more than eight (8) hours during any given Business Day (8 am PT – 5 pm PT), Contractor will credit to Subscriber any Subscription Fees at the prorated cost calculated as a percentage of monthly subscriptions divided by number of weekdays in the month multiplied by days of unavailability. Any credits due to Service Downtime (most users in the aggregate being unable to access the servers and majority of applications of the Licensed Software) shall be applied towards future Subscription Fees in the immediately following annual term of the Agreement. The Service Downtime excludes network error outside of the control of the Subcontractor, server error and limitations set by third party service providers, planned maintenance, outages resulting from the actions of the Subscriber, Internet Service provider failures or delays and denial of service attacks. Subcontractor shall use good faith efforts to promptly notify Subscriber of any outages or Downtime that it anticipates or discovers during the term of the Agreement.

The helpdesk will respond to the Customer's request for support services as below:

- Level 1: The helpdesk will respond to the Customer's request within three Support Hours. The helpdesk will dedicate all necessary resources on a priority basis to resolve the request during Support Hours
- Level 2: The helpdesk will respond to the Customer's request within six Support Hours. The helpdesk will assign a reasonable level of resource in order to promptly resolve the problem within Support Hours
- Level 3: The helpdesk will respond to the Customer's request within eight Support Hours. The helpdesk will use all reasonable means to ensure the problem is resolved within a period estimated by the helpdesk for such resolution

#### **SERVICE LEVEL PERFORMANCE CRITERIA**

Subcontractor shall provide to Subscriber 99.7% system Uptime per month for Licensed Software (scheduled maintenance or upgrades on the system will not count against uptime). "Uptime" is defined as time when the Licensed Software may be accessed and used by End-users. The determination of Uptime will be calculated using a historical monthly percentage. Contractor or Licensor shall provide Subscriber with at least forty-eight (48) hours' notice of any scheduled maintenance of the Services and Software and will use commercially reasonable efforts to conduct maintenance during non-Business Hours only (as defined below), as approved by Subscriber. This notice period shall not apply in the event Subscriber wants an immediate change to the Services to accommodate any internal, sales and/or compliance changes. Should the Licensed Software not be accessible at least 99.7% of the month by most users in the aggregate, Subcontractor will credit to Subscriber the percentage difference in Uptime of the applicable monthly amount due, to be applied by Subscriber towards future Subscription Fees for the Licensed Software hereunder in the immediately following annual term of the Agreement. If the Licensed Software are unusable for more than eight (8) hours during any given Business Day (8 am PT – 5 pm PT), Contractor will credit to Subscriber any Subscription Fees at the prorated cost calculated as a percentage of monthly subscriptions divided by number of weekdays in the month multiplied by days of unavailability. Any credits due to Service Downtime (most users in the aggregate being unable to access the servers and majority of applications of the Licensed Software) shall be applied towards future Subscription Fees in the immediately following annual term of the Agreement. The Service Downtime excludes network error outside of the control of the Subcontractor, server error and limitations set by third party service providers, planned maintenance, outages resulting from the actions of the Subscriber, Internet Service provider failures or delays and denial of service attacks. Subcontractor shall use good faith efforts to promptly notify Subscriber of any outages or Downtime that it anticipates or discovers during the term of the Agreement.

PINK

BA FORM 11162021

BOARD OF SUPERVISORS  
OFFICIAL COPY

February 08, 2022

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF ALTERNATE PUBLIC DEFENDER

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE****FY 2021-22****4 - VOTES****SOURCES****USES****GENERAL FUND**

A01-3052

COMMITTED FOR IT ENHANCEMENTS

**DECREASE OBLIGATED FUND BALANCE****5,873,000****ALTERNATE PUBLIC DEFENDER**

A01-AD-2000-15575

SERVICES &amp; SUPPLIES

**INCREASE APPROPRIATION****5,873,000****SOURCES TOTAL****\$ 5,873,000****USES TOTAL****\$ 5,873,000****JUSTIFICATION**

Reflects the cancellation of Obligated Fund Balance Committed for IT Enhancements needed to implement the Alternate Public Defender's new Client Case Management System.

**ADOPTED**BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES**51 JUN 28 2022****Michael Iwanaga**Digitally signed by Michael Iwanaga  
Date: 2022.04.25 13:31:05 -07'00'**AUTHORIZED SIGNATURE**

Michael Iwanaga, Administrative Deputy

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

CELIA ZAVALA  
EXECUTIVE OFFICERREFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY **Lan Sam**Digitally signed by Lan Sam  
Date: 2022.04.25 13:38:30 -07'00'B.A. NO. **204**DATE **April 25, 2022**☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

**Rene C. Phillips**Digitally signed by  
Rene C. Phillips  
Date: 2022.05.10  
17:44:29 -07'00'

BY

DATE



# CIO ANALYSIS

BOARD AGENDA DATE:

6/14/2022

This document provides an analysis and recommendations by the Office of the Chief Information Officer pertaining only to “requests concerning the approval of actions related to the management, design, development, acquisition, expansion, or purchase of **automated systems and/or related services**,” per [Board Policy 6.020, “Chief Information Office Board Letter Approval”](#). This document shall not be construed as endorsement, or a recommendation for approval, of any other items.

SUBJECT:

**APPROVAL OF SOLE SOURCE CONTRACT WITH PUBLICIS SAPIENT (FORMALLY VERTIBA, LLC) FOR A CLIENT CASE MANAGEMENT SYSTEM AND APPROVE AN APPROPRIATION ADJUSTMENT**

CONTRACT TYPE:

☒ New Contract      ☒ Sole Source      ☐ Amendment to Contract #: Enter contract #.

SUMMARY:

Description: The Los Angeles County Alternate Public Defender (APD) is requesting Board of Supervisors (Board) approval to execute a new Sole Source Contract with Publicis Sapient (PS) to deliver a Client Case Management System (CCMS). The APD will procure system integrator services from PS to implement its CCMS as a fully supported and managed cloud-based legal case management system. The APD will be leveraging the configurations applied by the PD in their implementation of CCMS, and significantly reduce the time to implementation for APD. APD provided the Board with advance notification of its intent to enter negotiations for a Sole Source Contract with PS on September 1, 2021. The proposed Contract Term is five (5) years.

The APD also is requesting delegated authority,

- With concurrence from County Counsel and the Chief Information Officer (CIO), to execute Change Notices and Amendments to modify the contract.
- To increase the Contract Sum amount not to exceed 10% to account for unforeseen contingencies related to the project.

Additionally, the APD is requesting approval to transfer one-time funding of \$5,873,000 from the Committed for Information Technology to the APD’s Fiscal Year 2021-22 services and supplies appropriation to implement CCMS.

APPROVAL OF SOLE SOURCE CONTRACT WITH PUBLICIS SAPIENT (FORMALLY VERTIBA, LLC) FOR A CLIENT CASE MANAGEMENT SYSTEM AND APPROVE AN APPROPRIATION ADJUSTMENT

Finally, the Department is requesting approval for APD to approve and issue written notices to suspend or terminate, in whole or in part, subject to approval by the County Counsel, review by the County's CIO, and notification to the Board.

**Contract Amount:** maximum contract sum is not to exceed \$8,743,965 for the entire Contract Term.

FINANCIAL ANALYSIS:

Fixed-Price Contract Costs:

|  |           |                  |
|--|-----------|------------------|
| Implementation Services Fees <sup>1</sup> .....                | \$        | 3,978,115        |
| Software-as-a-Service (SaaS) Subscription Fees <sup>2</sup> .. | \$        | 3,149,850        |
| Application Management Services <sup>3</sup> .....             | \$        | 416,000          |
| Additional Work - Pool Dollars <sup>4</sup> .....              | \$        | 1,200,000        |
| <b>Sub-total Contract Costs <sup>5</sup>:</b> .....            | <b>\$</b> | <b>8,743,965</b> |

Other County costs:

|   |           |               |
|---|-----------|---------------|
| Internal Services Department (ISD) Services ..... | \$        | 80,967        |
| <b>Sub-total County costs <sup>6</sup>:</b> ..... | <b>\$</b> | <b>80,967</b> |

**Total Project costs <sup>7</sup>:** ..... \$ **8,824,932**

Notes:

- <sup>1</sup> The \$3,978,115 is a one-time implementation fee (estimated for a 12-months project). It includes a fixed price for Application Development Services totaling \$3,778,115 and user training, including all materials totaling \$200,000.
- <sup>2</sup> The \$3,149,850 is a total software subscription fee for the entire 5-Year Term Contract for salesforce.com, Box Inc., ImageTrust, Luminix Inc., and Nintex solutions.
- <sup>3</sup> The \$416,000 is a one-time Application Management Services for Year-one post-Final Acceptance for up to 2,080 hours at the fixed hourly rate of \$200.
- <sup>4</sup> The \$1,200,000 is the available Pool Dollars for additional work needed to procure other software licensing and professional services for additional functionalities and system interfaces for the Term of the Contract.
- <sup>5</sup> The maximum contract cost includes all applicable taxes and is not to exceed \$8,743,965 for the 5-year Contract.
- <sup>6</sup> The \$80,967 is the one-time total other County Costs for a one-time cost for ISD services needed for data conversion/migration.
- <sup>7</sup> The \$8,824,932 is the total project cost to implement the APD CCMS, including the PS Contract and ISD services fees. The project is partially funded by the one-time approved Information Technology Legacy Modernization Fund of \$5,873,000. The Department will include in its future budget requests the additional funding needed for the project.

ANALYSIS, RISKS, AND RECOMMENDATIONS:

1. **Quality, Cost, and Schedule:** As with any system implementation project, there are risks related to quality, cost, and schedule. To address the sole source issue, the APD worked

APPROVAL OF SOLE SOURCE CONTRACT WITH PUBLICIS SAPIENT (FORMALLY VERTIBA, LLC) FOR A CLIENT CASE MANAGEMENT SYSTEM AND APPROVE AN APPROPRIATION ADJUSTMENT

closely with the Office of the Chief Information Officer, Public Defender, and County Counsel to review its requirements, conduct an extensive market analysis of available products and determine that Salesforce was the best available solution. The APD mitigated the quality risks by assigning a well-qualified County Project Manager with APD-specific business knowledge to confirm, identify, and address gaps in the APD and Public Defender's CCMS during contract negotiations. The Contract also outlined additional protections for the County, including 10% holdbacks for each deliverable, required dedicated Contractor Project Manager, privacy/network cyber insurance, continuous product support, and a defined dispute resolution procedure. The cost risk has been mitigated by making this a fixed-price deliverables contract. The APD and PS will need to jointly address the project schedule risks by developing a comprehensive project implementation schedule as part of the required Project Control Document.

2. **Project Management, Governance, and Resources:** A strong project governance and steering committee, chaired by the executive sponsor, is needed to adhere to project scope, schedule, and budget, closely monitor project progress and review the resource changes and decline as a regular topic in the steering committee meeting. The APD should consider the County's Deputy Chief Information Officer assigned to the governance structure. The APD has identified a dedicated County Project Manager to work with the Contractor Project Manager and business stakeholders, manage scope changes, manage risks, and manage contract performance. The County Project Manager also must confirm project scope and approach, oversee contractor resources and schedule, manage Department resources and continuity of critical resources to deliver the project, enabling cross-training during the implementation to reduce dependency on the single point of failure.
3. **System Interfaces and Integrations:** The APD CCMS is not required to interface with any APD existing system; however, there is a plan to interface with the Superior Court's Trial Court Information System (TCIS) system and Odyssey when it is implemented in early 2023. The APD must conduct due diligence during the project business requirements and design phases to mitigate subsequent challenges. The County Project Manager must closely work with PS to develop a comprehensive project plan, testing strategy, and test plan to conduct thorough system integration testing to validate interface processes work as expected. This plan should identify each system, testing activities, dependencies, and the needed internal and external technical resources. Also, the County Project Manager should plan and secure necessary external and internal resources to complete end-to-end integration testing and closely coordinate these activities.
4. **Data Migration/Conversion Plan:** The APD plans to migrate data from its dated, disparate, and different system platforms into the new CCMS. The APD must work closely with business subject matter experts and PS to define a detailed data migration plan to convert the matched cases and create a backup/archive plan and data retention policy for the current systems. The plan must include thorough regression testing activities that involve subject matter experts to validate and ensure the converted and migrated data transfer as expected.
5. **User Training:** the new CCMS will be the core legal case management system implemented in modern technology and platform for department use. The APD's business practice will need to adjust, and user adoption is critical to implementing CCMS successfully. The APD



APPROVAL OF SOLE SOURCE CONTRACT WITH PUBLICIS SAPIENT (FORMALLY VERTIBA, LLC) FOR  
A CLIENT CASE MANAGEMENT SYSTEM AND APPROVE AN APPROPRIATION ADJUSTMENT

should consider working with PS to develop interactive online training courses for the various user roles. It will also allow the training courses to be available on-demand for existing employees and new onboarding employees.

6. **Contract Risks:** No Contract risks have been identified. County Counsel participated in the negotiation and approved the Contract as to form.
7. **Information Security:** The County's Information Security Officer reviewed the Contract, determined the project as a low-security risk, and did not identify any concerns.

PREPARED BY:

**David D. Chen** Digitally signed by David D. Chen  
Date: 2022.06.01 15:29:50 -07'00'

for THIDA VAN, ACTING DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

6/1/2022

PETER LOO, ACTING COUNTY CHIEF INFORMATION OFFICER

DATE



Law Offices of the Los Angeles County  
**Alternate Public Defender**

210 West Temple Street, Suite 18-709  
Los Angeles, CA 90012  
Telephone No. (213) 974-6626  
Fax No. (213) 626-3171

**Erika Anzoategui**  
Alternate Public Defender

September 1, 2021

To: Supervisor Hilda L. Solis, Chair  
Supervisor Holly J. Mitchell  
Supervisor Sheila Kuehl  
Supervisor Janice Hahn  
Supervisor Kathryn Barger

From: Erika Anzoategui  
Alternate Public Defender

A handwritten signature in dark ink, appearing to be "E.A.", is written over the printed name of Erika Anzoategui.

**ADVANCE NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE  
CONTRACT WITH PUBLICIS SAPIENT, LLC (FORMERLY VERTIBA LLC)  
FOR THE LICENSING, DEVELOPMENT, IMPLEMENTATION, AND  
MAINTENANCE AND SUPPORT OF A CLIENT CASE MANAGEMENT  
SYSTEM (CCMS)**

In accordance with Board of Supervisors (Board) Policy 5.100, this letter provides advance notification to the Board, that the Los Angeles Alternate Public Defender (APD) intends to negotiate a new sole source contract with Publicis Sapient (PS) for the licensing, development, implementation, maintenance and support of a new CCMS.

**BACKGROUND**

APD was on track to replace our legacy CMS system in 2014, however, on October 11, 2016, the Board approved a Juvenile Indigent Defense System Reforms Motion to expand the services of the APD. Through this motion, the Board directed the APD and Public Defender (PD) to implement a uniform integrated case management system for juvenile defense within eighteen months of Board approval of the selected vendor (Attachment 1). This set-in motion a larger scale project that would seek to fit the needs of multiple departments and provide the ability to adapt to future needs.

## **CONTRACTING PROCESS**

For efficiency, the Board directed the APD to wait until the PD finished Phase III of its CCMS project to start APD implementation.

In 2015, the PD, in consultation with the County's Chief Information Officer and Information Systems Advisory Board (ISAB) engaged project management company Public Consulting Group (PCG) (Contract Number PCG073014) to identify the differences between PD and APD system requirements. After PCG released a report identifying, describing, and validating the PD's case management options, they devised a procurement strategy and assisted in the Request for Proposals (RFP). On December 22, 2015, the County released the RFP for a case management system and PS received the highest score and was selected to be the prime contractor to procure the third-party software from Salesforce.

The contract with PCG for project management was amended to extend its terms through December 31, 2017, in order to incorporate APD into the CCMS requirements, conduct system readiness assessments and secure additional contract negotiations with PS. The CCMS solution will be designed to include workflow efficiency between the APD and PD. The APD collaborated heavily during this period over the design and project implementation to meet the Board's directive and ensure an ideal start once APD was ready to begin the process.

On October 10, 2017, the Board adopted a five-year contract between the PD and PS for the licensing, development, implementation, maintenance and support of Phase III of the CCMS project. The PD is close to completing its Phase III, and the APD is requesting to engage PS with our own sole source contract.

## **JUSTIFICATION**

The purpose of this contract would be to fulfill the Board's directive and meet the County's current and future technology requirements. The Superior Court will implement its new Case Management System with a go-live date of October 1, 2022, which will make APD's current legacy case management system obsolete. The APD must implement this new CCMS system to maintain a competent representation of our clients by connecting attorneys, paralegals, and investigators with necessary case information.

PS's expertise has ensured a successful implementation of the CCMS solution for the PD that can be easily configured to meet the needs of the APD. CCMS is unequivocally the best available choice for APD, based on a variety of metrics, but in particular, its ability to fulfill the Board's mandate for a new system, the functionality over other systems, and the relative ease of implementation in light of the urgency to replace our legacy system. PS's profound knowledge in deployment will enable APD to be at the forefront of technology, providing the ability to adapt to future technology and business changes.

**CONCLUSION:**

Consistent with the Board Policy 5.100, I am informing the Board of my intention to negotiate a new Sole Source Contract with PS. We will return to your Board for approval of the final negotiated sole source agreement.

If you have any questions, please contact me at (213) 974-8163, or your staff may contact Jane Yang at (213) 974-0242.

ECA:JY  
ROM

Fesia A. Davenport, CEO  
Celia Zavala, Executive Officer  
Sheila Williams  
Each Board Justice Deputy  
County Counsel

AGN. NO. \_\_\_\_\_

**MOTION BY SUPERVISORS MARK RIDLEY-THOMAS AND  
SHEILA KUEHL**

**October 11, 2016**

**Juvenile Indigent Defense System Reforms**

Los Angeles has a larger delinquency system than any other California county and is larger than many states. The County of Los Angeles (County) has an obligation to ensure that indigent juveniles are provided with quality, competent and effective attorneys.

On February 11, 2014, the Board of Supervisors (Board) directed the Chief Executive Officer (CEO) to retain an independent neutral consultant to perform a comprehensive review of the County's juvenile indigent defense structure, and to provide recommendations for system improvements. The Chief Justice Earl Warren Institute on Law and Social Policy at UC Berkeley School of Law was chosen to perform the analysis.

The report looked at the County's juvenile indigent defense system, as it exists now and identified the strengths and weaknesses of that system based on data, stakeholder input, national and local standards, and comparisons with other California counties.

Key findings from the report were: the current structure lacked appropriate oversight; a payment structure was established that incentivizes rapid resolution of as many cases as possible; and given the lack of administrative oversight the County was unable to identify and respond to critical issues such as ineffective assistance of counsel, unmanageable

- MORE -

MOTION

RIDLEY-THOMAS \_\_\_\_\_

KUEHL \_\_\_\_\_

KNABE \_\_\_\_\_

ANTONOVICH \_\_\_\_\_

SOLIS \_\_\_\_\_

**MOTION BY SUPERVISORS MARK RIDLEY-THOMAS AND SHEILA KUEHL  
OCTOBER 11, 2016  
PAGE 2**

caseloads, and billing and contract irregularities. The County's juvenile indigent defense system was established more than twenty years ago and the basic structure remains unchanged today despite substantial changes over the years to the juvenile justice system.

The report also indicated that unlike adult defense, juvenile defense attorneys, fulfill a dual role: they must defend their clients against the allegations and must advocate for their clients' broader care, treatment, and guidance both before and after disposition of the criminal charges. This expanded scope includes the thorough mental health, substance abuse, educational and developmental evaluations and services and treatment as deemed necessary. Such representation is not only both ethically and legally required but it is smart, as research shows that youth receiving more comprehensive wraparound representation have better outcomes in areas including emotional and behavioral health, family functioning, education, delinquency, and police contact.

On April 5, 2016, the Board directed the CEO, in coordination with an outside consultant retained by County Counsel, to evaluate various options designed to further improve the indigent defense system in the County. The options considered would determine who should represent juveniles when the Public Defender has a conflict or is unavailable and how the County should select, manage, train, compensate and oversee conflict panel attorneys. Several options were considered and assessed and ultimately, it was determined that major reforms to the County's juvenile indigent defense system are not only warranted but long overdue.

**MOTION BY SUPERVISORS MARK RIDLEY-THOMAS AND SHEILA KUEHL  
OCTOBER 11, 2016  
PAGE 3**

**WE THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:**

1. Approve the establishment of a new County Juvenile Indigent Defense structure, effective November 1, 2016, whereby all legal defense services for indigent juveniles who would be entitled to representation by the Public Defender but because of a conflict of interest or other lawful unavailability are unable to be represented by the Public Defender, shall be represented by the Alternate Public Defender. Further, the County shall enter into an agreement with the Los Angeles County Bar Association to provide administration, oversight and court appointed attorneys for the representation of indigent juvenile defendants in the Los Angeles Superior Courts when the Public Defender and the Alternate Public Defender are both lawfully unavailable or have a conflict of interest;
2. Direct County Counsel to draft an ordinance within 30 days expanding the services of the Alternate Public Defender to include juvenile defense, if necessary;
3. Direct the Chief Executive Officer to execute an amendment to the existing contract with the Los Angeles County Bar Association to assume responsibility for the third level conflict of juvenile cases effective November 1, 2016; and to execute any and all necessary agreements with the Los Angeles County Bar Association to implement a new countywide juvenile indigent defense program no later than January 31, 2017;

**MOTION BY SUPERVISORS MARK RIDLEY-THOMAS AND SHEILA KUEHL  
OCTOBER 11, 2016  
PAGE 4**

4. Direct Public Defender and Alternate Public Defender to implement a new integrated case management system on a common case platform for the juvenile indigent defense population, within 18 months of Board approval of the selected vendor;
5. Direct the Chief Executive Officer to report back in two weeks with options for a non-justice related, neutral business entity with technical expertise to monitor the governance of this integrated case management system to ensure that the County employs best practice strategies. This report back should include the process of how this entity shall be selected, retained, and if necessary, funded; and
6. Execute an agreement with the existing juvenile panel attorneys if necessary, to continue to provide all requisite legal services for juvenile cases assigned to them prior to November 1, 2016.

####

(WP)



**SOLE SOURCE CHECKLIST**Department Name: Alternate Public Defender

New Sole Source Contract



Existing Sole Source Contract

Date Sole Source Contract Approved: \_\_\_\_\_

| Check<br>(✓)                        | <b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b><br>Identify applicable justification and provide documentation for each checked item.  |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | ➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>  |
| <input type="checkbox"/>            | ➤ Compliance with applicable statutory and/or regulatory provisions.  |
| <input type="checkbox"/>            | ➤ Compliance with State and/or federal programmatic requirements.   |
| <input type="checkbox"/>            | ➤ Services provided by other public or County-related entities.   |
| <input type="checkbox"/>            | ➤ Services are needed to address an emergent or related time-sensitive need.  |
| <input type="checkbox"/>            | ➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.  |
| <input type="checkbox"/>            | ➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.   |
| <input type="checkbox"/>            | ➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.   |
| <input type="checkbox"/>            | ➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.   |
| <input type="checkbox"/>            | ➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.  |
| <input type="checkbox"/>            | ➤ It is more cost-effective to obtain services by exercising an option under an existing contract.  |
| <input type="checkbox"/>            | ➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County. |

**Sheila Williams**Digitally signed by Sheila Williams  
Date: 2022.04.20 17:16:45 -07'00'\_\_\_\_\_  
Chief Executive Office\_\_\_\_\_  
Date

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Board Letter

☒ Board Memo

☐ Other

|   |   |                 |  |
|---|---|-----------------|--|
| <b>CLUSTER AGENDA REVIEW DATE</b>   | 4/3/2024  |                 |  |
| <b>BOARD MEETING DATE</b>   | TBD   |                 |  |
| <b>SUPERVISORIAL DISTRICT AFFECTED</b>  | <input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>  |                 |  |
| <b>DEPARTMENT(S)</b>  | Registrar-Recorder/County Clerk (RR/CC)   |                 |  |
| <b>SUBJECT</b>  | Notification of intent to negotiate a Sole Source Contract with Digital Foundry, LLC for Voting Solutions for All People (VSAP) Software Development and Support Services.  |                 |  |
| <b>PROGRAM</b>  | N/A   |                 |  |
| <b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>   | <input type="checkbox"/> Yes <input type="checkbox"/> No  |                 |  |
| <b>SOLE SOURCE CONTRACT</b>   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, please explain why: Adherence to California State and federal election programmatic requirements, compliance with election code regulatory provisions and time-sensitive need in response to changes in accessibility law. Digital Foundry is the original software architecture and engineering firm that developed the VSAP Ballot Layout (VBL) and the Tally System (Tally) and due to this they are uniquely qualified to process required system changes within tight deadlines to meet Secretary of State mandates.  |                 |  |
| <b>DEADLINES/ TIME CONSTRAINTS</b>  | The services must start by July 1, 2024 to achieve all project goals for the VSAP 4.0 Secretary of State certification by October 2025 for utilization in the 2026 Gubernatorial Election. Another consideration is Assembly Bill (AB) 884, which introduces up to 23 new languages for election language accessibility, is set to take effect on January 1, 2025. VSAP development work should continue as planned and potentially be expanded to account for requirements of AB 884.<br><br>These negotiations will continue in parallel with the budget approval process and start of work is contingent upon successful funding for the project (in FY 24-25). It is assumed that budget will allocate funds to the department to be available July 1, 2024 and successful negotiations and work to start by the same date. Any delay in starting this project will delay the eventual go-live and compliance issues. |                 |  |
| <b>COST &amp; FUNDING</b>   | <table border="1"> <tr> <td>Total cost: TBD</td><td>Funding source: Net County Cost Funding for FY 2023-24 services is included in the Department's adopted budget. Funding for future fiscal years will be requested by the Department through the annual fiscal year budget process.</td></tr> </table> TERMS (if applicable): not applicable<br>Explanation:   | Total cost: TBD | Funding source: Net County Cost Funding for FY 2023-24 services is included in the Department's adopted budget. Funding for future fiscal years will be requested by the Department through the annual fiscal year budget process. |
| Total cost: TBD   | Funding source: Net County Cost Funding for FY 2023-24 services is included in the Department's adopted budget. Funding for future fiscal years will be requested by the Department through the annual fiscal year budget process.  |                 |  |
| <b>PURPOSE OF REQUEST</b>   | Provide a brief presentation regarding the sole source board notification sent to the Board on February 26, 2024 for a new sole-source contract with Digital Foundry, LLC to enhance and develop new VSAP voting system software owned and maintained by the County. This includes the VBL and the Tally components under VSAP 4.0.   |                 |  |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | Digital Foundry's extensive knowledge, consistent technical proficiency, unwavering commitment to security, stringent compliance in past projects and unparalleled experience uniquely position them as the sole entity capable of completing the project within the timeline. Serving as the original system architect and sole software developer for the VBL and Tally, their 6 years of expertise are invaluable for software enhancements and integrating other RR/CC election systems, including the Election Management System, Ballot Marking Device (BMD), BMD Manager (BMG), and Interactive Sample Ballot (ISB). Their familiarity with the County's electoral processes further solidifies their status as a trusted and reliable collaborator, ensuring a seamless continuation of successful collaborations in election technology.   |                 |  |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain how:  |                 |  |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please state which one(s) and explain how:   |                 |  |
| <b>DEPARTMENTAL CONTACTS</b>  | Name, Title, Phone # & Email:<br>Jerome Jordan, Assistant Registrar-Recorder/County Clerk,<br>(562) 462-2652, <a href="mailto:jjordan2@rrcc.lacounty.gov">jjordan2@rrcc.lacounty.gov</a><br>Aman Bhullar, Assistant Registrar-Recorder/County Clerk,<br>(562) 462-2697, <a href="mailto:abhullar@rrcc.lacounty.gov">abhullar@rrcc.lacounty.gov</a>  |                 |  |



## LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN

Registrar-Recorder/County Clerk

February 6, 2024

TO: Supervisor Lindsey P. Horvath, Chair  
Supervisor Hilda L. Solis  
Supervisor Holly J. Mitchell  
Supervisor Janice Hahn  
Supervisor Kathryn Barger

Fesia Davenport, Chief Executive Officer

FROM: Dean C. Logan,  Registrar-Recorder/County Clerk

### **NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH DIGITAL FOUNDRY, LLC FOR VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) SOFTWARE DEVELOPMENT AND SUPPORT SERVICES**

This is to inform your Board of the Registrar-Recorder/County Clerk's (RR/CC) intent to negotiate a sole source contract with Digital Foundry, LLC for software development and support services for the VSAP Ballot Layout (VBL) and the Tally System (Tally). The VSAP 4.0 enhancements are required due to the evolving landscape of cybersecurity standards, legislative changes, and recent updates to the California Voting Systems Standards (CVSS) mandated by the California Secretary of State. The RR/CC's objective is to complete the software upgrades by the end of 2025 and with full implementation in 2026.

### **JUSTIFICATION**

Elections technology is a highly specialized and niche subsector that is exclusively occupied by small private proprietary products. VSAP stands out as the sole County-developed software, distinguished by complex and unique requirements that only Digital Foundry has the expertise to handle. Given the sensitive nature of elections, vendors lacking the requisite experience and knowledge pose a risk to the stringent security and regulatory standards set by Federal, State, and County Election Codes and regulations.

By embracing a forward-thinking and human-centric design approach, this publicly owned, open-source system not only empowers jurisdictions with a robust and transparent voting solution but also catalyzes innovation within the election industry. By sharing our system, we aim to foster collaboration and inspire new ideas among developers, election officials, and commercial players. The emphasis on a human-centric design ensures that technology serves the needs of voters and election stakeholders, paving the way for transformative

advancements in the way electoral processes are conceptualized and implemented. Through this open-source initiative, we strive to elevate the standards of election systems globally, promoting inclusivity, innovation, transparency, and efficiency in the democratic process.

Developing elections technology demands a profound understanding of the distinctive electoral process within Los Angeles County and its integration into the broader election ecosystem. This necessitates a high level of customization to fulfill the specific requirements of Los Angeles County while simultaneously adhering to all system standards. Elections technology typically encompasses a blend of hardware and software components, rendering it a uniquely multifaceted domain that demands expertise across various areas.

Digital Foundry not only delivers cutting-edge solutions but also adeptly navigates intricate legal frameworks and compliance requirements, adding an extra layer of specialization to their exclusive offerings. The trust and security associated with elections demand a meticulous and focused approach, establishing this vendor as the singular choice for this specific election domain.

### **SCOPE OF WORK**

This software development project focuses on enhancements and new features related to VBL and VSAP Tally. VBL is an election software application responsible for generating Vote by Mail (VBM) ballots and the essential ballot data, which is then uploaded onto vote center Ballot Marking Devices (BMDs). Simultaneously, the Tally processes these ballots, ultimately producing accurate and reliable election results. Notably, the VSAP 4.0 enhancements introduce vital cybersecurity prerequisites such as Federal Information Processing Standards (FIPS) compliance, Full Disk Encryption, and the migration from an end-of-life operating system.

Additional modifications aim to enhance the BMD voter user interface experience to include added language support proposed by the Language Accessibility Assembly Bill 884 (Arabic, Lao, Nepali, Punjabi, Sinhala, and Urdu) along with content adjustments to align with legislative requirements. Extensive development and testing will be undertaken on the VBL system to seamlessly process these new languages, rendering them into VBM ballot PDFs and data files used by BMDs, sample ballot books, Interactive Sample Ballot (ISB) website, and Tally. The RR/CC is also exploring the possibility of making the software open source with Digital Foundry tasked with developing an initial implementation and code management plan.

### **FINANCIAL IMPACT**

VSAP 4.0 project's initiation was foreseen over a year ago, and approved funding was designated for fiscal year 2023-2024. These funds are allocated for this VSAP 4.0 project, and the remaining amount has been formally submitted for consideration in the upcoming fiscal year. During the budget approval process, the project's initial duration was presented as a two-year endeavor (8/2023-8/2025), recognizing the required additional funds for the subsequent year. The project remains on track and expected funding requirements align with the proposed budget currently under review.

## **CLOSING**

Digital Foundry holds the distinction of being the original system architect and sole software developer for the VBL and Tally. With six years of invaluable experience and expertise, they bring a crucial knowledge base to the VSAP project. Their proficiency is paramount for the successful development and implementation of the required software updates in this new endeavor, building upon the foundation established in previous VBL and Tally development engagements.

The requested services for updating VBL and Tally are a critical component in the certification of VSAP 4.0, although not the sole element. Concurrently, we are actively involved in the development of the Election Management System, the BMD, the BMD Manager, and the ISB. The success of the overall project hinges on seamless collaboration with other vendors and the intricate integration of all systems.

Through past projects, Digital Foundry has demonstrated not only technical proficiency but also a steadfast commitment to the highest standards of security and compliance. Their familiarity with Los Angeles County's electoral processes positions Digital Foundry as a trusted partner capable of delivering reliable and customized election technology solutions. Awarding them a sole-source contract reflects a strategic decision to leverage their proven experience, ensuring the seamless continuation of successful collaborations in the critical domain of election technology.

In accordance with Board Policy 5.100, the RR/CC must provide a four-week Board notification to enter into sole source negotiations. We will proceed to enter into negotiations with Digital Foundry after the four-week notification period unless otherwise directed. The negotiated contract with Digital Foundry is expected to be presented at the Operations Cluster meeting no later than June 2024.

If you have any questions, please contact me at (562) 462-2716 or [dlogan@rrcc.lacounty.gov](mailto:dlogan@rrcc.lacounty.gov). Your staff may also contact Aman Bhullar, Assistant Registrar-Recorder/County Clerk, at (562) 462-2714 or [abhullar@rrcc.lacounty.gov](mailto:abhullar@rrcc.lacounty.gov).

DCL:JG:JJ  
JS:VW:ca

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

|   |   |  |  |
|---|---|--|--|
| <b>CLUSTER AGENDA REVIEW DATE</b>   | 4/3/2024  |  |  |
| <b>BOARD MEETING DATE</b>   | 4/23/2024   |  |  |
| <b>SUPERVISORIAL DISTRICT AFFECTED</b>  | <input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>                          |  |  |
| <b>DEPARTMENT(S)</b>  | Public Health   |  |  |
| <b>SUBJECT</b>  | Approve the proposed 5-year lease renewal for the continued use of 20,647 square feet of existing office space and 83 on-site parking spaces at 12440 E. Imperial Highway, Norwalk, CA.   |  |  |
| <b>PROGRAM</b>  | DPH Environmental Health – Health Facilities  |  |  |
| <b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |  |  |
| <b>SOLE SOURCE CONTRACT</b>   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain why: N/A  |  |  |
| <b>DEADLINES/ TIME CONSTRAINTS</b>  | The lease has been on month-to-month holdover without a fee since it expired on April 30, 2020.   |  |  |
| <b>COST &amp; FUNDING</b>   | Total cost:<br>\$2,551,000  | Funding source:<br>The lease costs for DPH will be 100 percent State and Federal funds. DPH will not be requesting additional net County cost funds beyond existing resources for this action. |  |
|   | TERMS (if applicable): The proposed lease will have an annual rental cost of \$459,000 for DPH where the County is responsible for electricity, and the landlord will be responsible for property operating expenses, janitorial, and repair and maintenance to the building. |  |  |
|   | Explanation: Sufficient funding is included in DPH's budget for FY 2023-24 for this action. Funding for future fiscal years will be requested through DPH's annual budget process. There is no additional net County cost impact associated with the recommended action.      |  |  |
| <b>PURPOSE OF REQUEST</b>   | Approval of the recommended action will authorize and provide continued use of the lease on behalf of DPH.  |  |  |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | The County has leased the subject location since 2003. The facility adequately meets the space needs of DPH pending its anticipated relocation to Rancho Los Amigos.  |  |  |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain how:  |  |  |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please state which one(s) and explain how:   |  |  |
| <b>DEPARTMENTAL CONTACTS</b>  | Alexandra Nguyen-Rivera<br>Section Chief, Leasing<br>CEO Real Estate Division<br>213-974-4189<br>arivera@ceo.lacounty.gov   |  |  |



## **Chief Executive Office.**

### **COUNTY OF LOS ANGELES**

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

#### **CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

*"To Enrich Lives Through Effective and Caring Service"*

April 23, 2024

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:

**FIVE-YEAR LEASE  
DEPARTMENT OF PUBLIC HEALTH  
12440 EAST IMPERIAL HIGHWAY, NORWALK  
(FOURTH DISTRICT) (3 VOTES)**

#### **SUBJECT**

Approval of a proposed five-year lease to renew an existing lease to provide the Department of Public Health (DPH) continued use of 20,647 square feet of office space and 83 on-site parking spaces for its existing programs.

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

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Sonnenblick Del Rio Norwalk, LLC, (Landlord), which will extend DPH's use of approximately 20,647 square feet of office space and 83 on-site parking spaces located at 12440 Imperial Highway, Norwalk (Premises) to be occupied by DPH. The estimated maximum first year base rental cost is \$459,000 for DPH. The estimated total proposed lease costs are \$2,551,000 over the five-year term. The rental costs for DPH will be fully funded 100 percent by State and Federal funding sources that is already included in the DPH's existing budget. DPH will not be requesting additional net County cost for this action.



3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this recommended action is to provide continuous, uninterrupted occupancy for 102 DPH staff members located at the Premises. The current lease term expired on April 30, 2020, and is currently on month-to-month holdover with no additional fees charged by the Landlord. The proposed lease will enable DPH to avoid immediate interruption of services until the proposed new Rancho Los Amigos campus in Downey is ready for occupancy.

Since April 2003, DPH has housed various programs at this site, including its Environmental Health and Health Facilities programs which conducts surveillance and enforcement services for both retail and wholesale food facilities, as well as multi-family dwellings and performs public health complaint investigations. The DPH Health Facilities Inspection Division conducts inspections, certifications, and licensing of health care facilities, and performs healthcare complaint investigations.

Due to the ongoing need for these in-person services at the Norwalk facility, there are no immediate plans for additional teleworking or hoteling at the Premises. Due to the short-term nature of the proposed lease, it would not be prudent to spend funds on significant tenant improvements. Parking is provided in the facility parking lot. The Premises is in proximity to local public transportation routes.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal 1 – *“Make Investments That Transform Lives”* – provides that we will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time.

The proposed lease is also consistent with Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions and Key Objective No. 4 – Guide Strategic Decision Making.

The proposed lease supports the above goals and objective by renewing the use of an existing facility that includes proper accommodations for office and ancillary space in a centrally located facility that is accessible for employees and clients.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.



### **FISCAL IMPACT/FINANCING**

The estimated maximum first year base rental cost for the proposed lease is \$459,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire five-year term, including electricity, is \$2,551,000 as shown in Enclosure B-1. The proposed lease costs will be 100 percent funded by State and Federal funding sources that is already included in DPH's existing budget. DPH will not be requesting additional net County cost for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease is included in the Fiscal Year 2023-24 Rent Expense budget and will be billed back to DPH. DPH has sufficient funding in its Fiscal Year 2023-24 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DPH.

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

In addition to the terms previously stated, the proposed lease also contains the following provisions:

- Upon commencement of the proposed lease, the annual rental rate will decrease from \$25.67 per square foot, per year to \$22.20 per square foot, per year. Base rent is subject to fixed annual increases of 3 percent.
- The Landlord is responsible for the operating, maintenance, and janitorial costs of the Premises, and the County is responsible for electricity. The County is not subject to the building's operating expense increases.
- The 83 on-site parking spaces are included in the base rent at no additional cost.
- The County shall have an ongoing right to terminate the proposed lease on or at any time after three years, with 180 days' prior written notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions except the monthly base rent during the first four months of the holdover period will be at the base rent at the time of the lease expiration. If the County remains in holdover after the initial four-month period, the monthly base rent will increase by 25 percent of the base rent. Landlord agrees to credit the County all holdover fees paid to the Landlord during the holdover period if the County renews the proposed lease.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27.03 and \$31.83 per square foot, per year. The base annual rental rate of \$22.20 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. We recommend the proposed Premises as the most suitable to meet the County's space requirements before the relocation to Rancho Los Amigos. In addition, co-working office space is not programmatically practical for the existing programs and activities at this facility.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Norwalk has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and approved it as to form. The proposed lease is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will continue to provide a suitable location for DPH's programs, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

## **ENVIRONMENTAL DOCUMENTATION**

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

The Honorable Board of Supervisors  
April 23, 2024  
Page 5

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

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

The proposed lease will adequately provide the necessary office space and parking for this County requirement. DPH concurs with the proposed lease and recommendation.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:JTC  
JLC:HD:ANR:NH:gb

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Public Health

**DEPARTMENT OF PUBLIC HEALTH  
12440 EAST IMPERIAL HIGHWAY, NORWALK  
Asset Management Principles Compliance Form<sup>1</sup>**

|   |   |  |            |           |            |
|---|---|--|------------|-----------|------------|
| <b>1.</b>   | <b><u>Occupancy</u></b>   |  | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| A   | Does lease consolidate administrative functions? <sup>2</sup>   |  |            |           | <b>X</b>   |
| B   | Does lease co-locate with other functions to better serve clients? <sup>2</sup>   |  | <b>X</b>   |           |            |
| C   | Does this lease centralize business support functions? <sup>2</sup>   |  | <b>X</b>   |           |            |
| D   | Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> <b>DPH exceeds guideline due to the need for client meeting space.</b> |  |            | <b>X</b>  |            |
| E   | Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup>  |  | <b>X</b>   |           |            |
| F   | Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>                 |  | <b>X</b>   |           |            |
| <b>2.</b>   | <b><u>Capital</u></b>   |  |            |           |            |
| A.  | Is it a substantial net County cost (NCC) program?  |  |            | <b>X</b>  |            |
| B   | Is this a long-term County program?   |  | <b>X</b>   |           |            |
| C   | If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?  |  |            | <b>X</b>  |            |
| D   | If no, are there any suitable County-owned facilities available?  |  |            | <b>X</b>  |            |
| E   | If yes, why is lease being recommended over occupancy in County-owned space?  |  |            |           | <b>X</b>   |
| F   | Is Building Description Report attached as Enclosure C?   |  | <b>X</b>   |           |            |
| G   | Was build-to-suit or capital project considered? <sup>2</sup> <b>Program will move to proposed new County-owned facility at Rancho Los Amigos campus.</b> |  |            | <b>X</b>  |            |
| <b>3.</b>   | <b><u>Portfolio Management</u></b>  |  |            |           |            |
| A   | Did department utilize CEO Space Request Evaluation (SRE)?  |  | <b>X</b>   |           |            |
| B   | Was the space need justified?   |  | <b>X</b>   |           |            |
| C   | If a renewal lease, was co-location with other County departments considered?   |  | <b>X</b>   |           |            |
| D   | Why was this program not co-located with other County departments?  |  |            |           | <b>X</b>   |
|   | 1. ____ The program clientele requires a "stand alone" facility.  |  |            |           |            |
|   | 2. ____ No suitable County occupied properties in project area.   |  |            |           |            |
|   | 3. ____ No County-owned facilities available for the project.   |  |            |           |            |
|   | 4. ____ Could not get City clearance or approval.   |  |            |           |            |
|   | 5. <b>X</b> The Program is being co-located.  |  |            |           |            |
| E   | Is lease a full-service lease? <sup>2</sup> <b>This landlord does not cover lease electrical expenses.</b>  |  |            | <b>X</b>  |            |
| F   | Has growth projection been considered in space request?   |  | <b>X</b>   |           |            |
| G   | <sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?   |  | <b>X</b>   |           |            |
| <sup>1</sup> As approved by the Board of Supervisors 11/17/98 |   |  |            |           |            |
| <sup>2</sup> If not, why not?                                 |   |  |            |           |            |

## OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

12440 Imperial Highway, Suites 519 & 531, Norwalk  
Department of Public Health

### Basic Lease Assumptions

|                                       |                |               |
|---------------------------------------|----------------|---------------|
| Leased Area (sq.ft.)                  | 20,647         |               |
|                                       | <b>Monthly</b> | <b>Annual</b> |
| Rent (per sq. ft.)                    | \$1.85         | \$22.20       |
| Term (months)                         | 96             |               |
| Annual Rent Adjustment <sup>(1)</sup> | 3%             |               |

|  | 1 <sup>st</sup> Year | 2 <sup>nd</sup> Year | 3 <sup>rd</sup> Year | 4 <sup>th</sup> Year | 5 <sup>th</sup> Year | Total 5 Year<br>Rental Costs |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|------------------------------|
| <b>Annual Base Rent Costs <sup>(1)</sup></b> | \$458,363            | \$472,114            | \$486,278            | \$500,866            | \$515,892            | <b>\$2,434,000</b>           |
| <b>Total Paid to Landlord</b>                | \$458,363            | \$472,114            | \$486,278            | \$500,866            | \$515,892            | <b>\$2,434,000</b>           |
| <b>Electricity Costs <sup>(2)</sup></b>      | \$23,221             | \$23,221             | \$23,221             | \$23,221             | \$23,221             | <b>\$117,000</b>             |
| <b>Total Annual Lease Costs</b>              | <b>\$481,585</b>     | <b>\$495,336</b>     | <b>\$509,499</b>     | <b>\$524,088</b>     | <b>\$539,113</b>     | <b>\$2,551,000</b>           |

### Footnotes

<sup>(1)</sup> The Base Rent is subject to fixed 3 percent increases per annum.

<sup>(2)</sup> Tenant shall reimburse Landlord monthly for submeter power, based on actual usage. Estimated costs based on actual usage Sept ' 22 through Sept 23.

**\*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.**

**COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE****DEPARTMENT OF PUBLIC HEALTH**

|   | <b>Existing Lease:<br/>12440 E. Imperial Highway,<br/>Norwalk</b> | <b>Proposed Lease:<br/>12440 E. Imperial Highway,<br/>Norwalk</b> | <b>Change</b>              |
|---|---|---|----------------------------|
| Area (Square Feet)                                  | 20,647 sq. ft.  | 20,647 sq. ft.  | None                       |
| Term (Years)  | 5 years   | 5 years   | None                       |
| Annual Base Rent<br>(Includes 83 parking<br>spaces) | \$530,008   | \$458,363   | -\$71,645<br>annually      |
| Total Annual Lease Costs<br>Payable to Landlord     | \$530,008   | \$458,363   | -\$71,645<br>annually      |
| Rental rate Annual<br>Adjustment                    | CPI increases capped at 3<br>percent.                             | Fixed 3 percent increases.  | Fixed 3 percent increases. |

<sup>(1)</sup> Costs based on actual usage Sept. 2022 through Sept. 2023. Future cost subject to change.

**DEPARTMENT OF PUBLIC HEALTH  
SPACE SEARCH – 3 MILE RADIUS FROM  
12440 IMPERIAL HIGHWAY, NORWALK**

| LACO | Name  | Address  | Ownership Type | Gross Sq. Ft. | Vacant |
|------|---|--|----------------|---------------|--------|
| A176 | Health Services – EMS                                       | 10100 Pioneer Blvd<br>Santa Fe Springs,<br>90670 | Leased         | 41,720        | None   |
| A279 | DPW – South Whittier<br>District / Sheriff's Sub<br>Station | 13523 Telegraph Rd<br>South Whittier 90605       | Leased         | 3,162         | None   |
| A355 | DCFS – Santa Fe<br>Springs (SPA 7)                          | 10355 Slusher Dr<br>Santa Fe Springs,<br>90670   | Leased         | 65,568        | None   |
| A358 | DPSS – Information<br>Technology Division<br>(ITD)          | 14714 Carmenita Rd<br>Norwalk, 90650             | Leased         | 44,250        | None   |
| D221 | DPSS – Norwalk WS<br>District Office                        | 12727 Norwalk Blvd<br>Norwalk, 90650             | Leased         | 40,500        | None   |
| X168 | Harry Hufford Registrar-<br>Recorder/Co Clerk<br>Building   | 12400 E Imperial Hwy<br>Norwalk, 90650           | Owned          | 262,510       | None   |
| Y531 | Star Center –<br>Administration Building                    | 11515 S Colima Rd<br>Whittier 90604              | Owned          | 8,884         | None   |
| Y533 | Star Center – Academy<br>Building C                         | 11515 S Colima Rd<br>Whittier 90604              | Owned          | 15,578        | None   |
| Y534 | Star Center – Academy<br>Building D                         | 11515 S Colima Rd<br>Whittier 90604              | Owned          | 16,551        | None   |
| Y535 | Star Center – Academy<br>Building E                         | 11515 S Colima Rd<br>Whittier 90604              | Owned          | 19,984        | None   |
| Y542 | Star Center – Academy<br>Building M                         | 11515 S Colima Rd<br>Whittier 90604              | Owned          | 9,097         | None   |
| 5685 | Norwalk Courthouse  | 12720 Norwalk Blvd<br>Norwalk, 90650             | Owned          | 225,008       | None   |

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease:** A Five-year Lease for the Department of Public Health – 12440 Imperial Highway, Norwalk – 4<sup>th</sup> District.

**A. Establish Service Function Category –** Regional and local public service function.

**B. Determination of the Service Area –** The proposed lease will provide the uninterrupted use of 20,647 square feet of office space for DPH's Environmental Health and Health Facilities programs.

**C. Apply Location Selection Criteria to Service Area Data**

- Need for proximity to service area and population: Continuing need for existing programs in Service Area 7 and surrounding areas for DPH.
- Need for proximity to existing County facilities: Close to other County departments including DCFS, and the Departments of Mental Health, Public Social Services, and the Sheriff.
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is accessible to the 5 and 605 freeways and adequately served by local bus transit services in the Norwalk vicinity.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: Located within a long-standing commercial building with multiple County departments.
- Compatibility with local land use plans: The City of Norwalk has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$2,551,000.



**D. Analyze results and identify location alternatives**

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27.03 and \$31.83 per square foot, per year. The base annual rental rate of \$22.20 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. We were unable to identify any sites that could accommodate this requirement more economically. We recommend the current premises as the most suitable to meet the County's space requirements before the relocation to Rancho Los Amigos.

**E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria**

The proposed lease will provide adequate and efficient office space for approximately 102 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012. There are no other available buildings in the area that meet the Department's requirements.

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

**LEASE AGREEMENT**

**COUNTY OF LOS ANGELES - Tenant  
SONNENBLICK DEL RIO NORWALK LLC - Landlord**

**12440 IMPERIAL HIGHWAY, SUITES 519-531  
NORWALK, CALIFORNIA 90650**

## TABLE OF CONTENTS

|   | Page |
|---|------|
| <b>CONTENTS</b>   |      |
| <b>1. BASIC LEASE INFORMATION</b> .....                       | 1    |
| 1.1 Terms.....  | 1    |
| (a) Landlord's Address for Notices:.....                      | 1    |
| (b) Tenant's Address for Notices:.....                        | 1    |
| (c) Premises:.....  | 1    |
| (d) Building:.....  | 1    |
| (e) Term: .....   | 1    |
| (f) Estimated Commencement Date.....                          | 2    |
| (g) Termination Date .....                                    | 2    |
| (h) Irrevocable Offer Expiration Date: (see Section 33) ..... | 2    |
| (i) Base Rent:.....   | 2    |
| (j) Early Termination (see Section 4.4) .....                 | 2    |
| (k) Rentable Square Feet in the Premises:.....                | 2    |
| (l) Initial Departmental Use: .....                           | 2    |
| (m) Parking Spaces: .....                                     | 2    |
| (n) Tenant's Hours of Operation:.....                         | 2    |
| (o) Asbestos Report: .....                                    | 2    |
| (p) Seismic Report .....                                      | 2    |
| (q) Disabled Access Survey .....                              | 2    |
| 1.2 Exhibits to Lease .....                                   | 3    |
| <b>2. PREMISES</b> .....                                      | 3    |
| 2.1 Lease of Premises .....                                   | 3    |
| 2.2 Measurement of Premises .....                             | 3    |
| <b>3. COMMON AREAS</b> .....                                  | 3    |
| <b>4. COMMENCEMENT AND EXPIRATION DATES</b> .....             | 4    |
| 4.1 Term.....   | 4    |
| 4.2 Intentionally Omitted .....                               | 4    |
| 4.3 Intentionally Omitted .....                               | 4    |
| 4.4 Early Termination .....                                   | 4    |
| <b>5. RENT</b> .....  | 4    |
| 5.1 Base Rent .....   | 4    |
| 5.2 Base Rent Adjustments .....                               | 4    |
| <b>6. USES</b> .....  | 5    |
| <b>7. HOLDOVER</b> .....                                      | 5    |
| <b>8. COMPLIANCE WITH LAW</b> .....                           | 5    |
| <b>9. DAMAGE OR DESTRUCTION</b> .....                         | 5    |
| 9.1 Damage.....   | 5    |
| 9.2 Tenant Termination Right .....                            | 6    |
| 9.3 Damage In Last Year .....                                 | 6    |
| 9.4 Default By Landlord .....                                 | 6    |
| <b>10. REPAIRS AND MAINTENANCE</b> .....                      | 7    |
| 10.1 Landlord Representations.....                            | 7    |
| 10.2 Landlord Obligations .....                               | 8    |

|            |   |           |
|------------|---|-----------|
| 10.3       | Tenant Obligations.....   | 10        |
| 10.4       | Tenant's Right to Repair .....  | 10        |
| <b>11.</b> | <b>SERVICES AND UTILITIES .....</b>                                   | <b>11</b> |
| 11.1       | Services.....   | 11        |
|            | (a) Premises Heating and Ventilation and Air Conditioning (VAC) ..... | 11        |
|            | (b) Electricity .....   | 12        |
|            | (c) Elevators.....  | 12        |
|            | (d) Water .....   | 12        |
|            | (e) Janitorial .....  | 12        |
|            | (f) Access .....  | 13        |
|            | (g) Pest Control.....   | 13        |
|            | 11.2 Utilities.....   | 13        |
| <b>12.</b> | <b>TAXES .....</b>  | <b>13</b> |
| <b>13.</b> | <b>LANDLORD ACCESS .....</b>  | <b>13</b> |
| <b>14.</b> | <b>TENANT DEFAULT .....</b>   | <b>14</b> |
|            | 14.1 Default.....   | 14        |
|            | 14.2 Termination .....  | 14        |
|            | 14.3 No Effect on Indemnity .....                                     | 14        |
| <b>15.</b> | <b>LANDLORD DEFAULT .....</b>   | <b>14</b> |
|            | 15.1 Remedies .....   | 14        |
|            | 15.2 Waiver .....   | 15        |
|            | 15.3 Emergency.....   | 15        |
| <b>16.</b> | <b>ASSIGNMENT AND SUBLETTING .....</b>                                | <b>15</b> |
|            | 16.1 Assignment and Subletting .....                                  | 15        |
|            | 16.2 Sale.....  | 15        |
| <b>17.</b> | <b>ALTERATIONS AND ADDITIONS .....</b>                                | <b>16</b> |
|            | 17.1 Landlord Consent .....   | 16        |
|            | 17.2 End of Term .....  | 17        |
| <b>18.</b> | <b>CONDEMNATION .....</b>   | <b>17</b> |
|            | 18.1 Controlling Terms .....  | 17        |
|            | 18.2 Total Taking .....   | 17        |
|            | 18.3 Partial Taking .....   | 17        |
|            | 18.4 Restoration .....  | 18        |
|            | 18.5 Award .....  | 18        |
|            | 18.6 Waiver of Statute .....  | 18        |
| <b>19.</b> | <b>INDEMNIFICATION .....</b>  | <b>18</b> |
|            | 19.1 Landlord's Indemnity .....                                       | 18        |
|            | 19.2 Tenant's Indemnity.....  | 18        |
| <b>20.</b> | <b>INSURANCE.....</b>   | <b>18</b> |
|            | 20.1 Waiver .....   | 19        |
|            | 20.2 General Insurance Provisions – Landlord Requirements .....       | 19        |
|            | 20.3 Insurance Coverage Types And Limits .....                        | 22        |
|            | 20.4 Landlord Requirements .....                                      | 22        |
| <b>21.</b> | <b>PARKING.....</b>   | <b>23</b> |
|            | 21.1 Tenant's Rights .....  | 23        |
|            | 21.2 Remedies .....   | 23        |
|            | 21.3 Alternative Parking.....   | 24        |

|            |  |    |
|------------|--|----|
| <b>22.</b> | <b>ENVIRONMENTAL MATTERS</b>               | 24 |
| 22.1       | Hazardous Materials                        | 24 |
| 22.2       | Landlord Indemnity                         | 24 |
| <b>23.</b> | <b>ESTOPPEL CERTIFICATES</b>               | 25 |
| <b>24.</b> | <b>TENANT IMPROVEMENTS</b>                 | 25 |
| <b>25.</b> | <b>LIENS</b>                               | 25 |
| <b>26.</b> | <b>SUBORDINATION AND MORTGAGES</b>         | 25 |
| 26.1       | Subordination and Non-Disturbance          | 25 |
| 26.2       | Existing Deeds of Trust                    | 25 |
| 26.3       | Notice of Default                          | 26 |
| <b>27.</b> | <b>SURRENDER OF POSSESSION</b>             | 26 |
| <b>28.</b> | <b>SIGNAGE</b>                             | 26 |
| 28.1       | Directory Signage                          | 26 |
| <b>29.</b> | <b>QUIET ENJOYMENT</b>                     | 26 |
| <b>30.</b> | <b>GENERAL</b>                             | 26 |
| 30.1       | Headings                                   | 26 |
| 30.2       | Successors and Assigns                     | 26 |
| 30.3       | Brokers                                    | 27 |
| 30.4       | Entire Agreement                           | 27 |
| 30.5       | Severability                               | 27 |
| 30.6       | Notices                                    | 27 |
| 30.7       | Governing Law and Venue                    | 27 |
| 30.8       | Waivers                                    | 27 |
| 30.9       | Time of Essence                            | 28 |
| 30.10      | Consent                                    | 28 |
| 30.11      | Community Business Enterprises             | 28 |
| 30.12      | Memorandum of Lease                        | 28 |
| 30.13      | Counterparts; Electronic Signatures        | 28 |
| <b>31.</b> | <b>AUTHORITY</b>                           | 29 |
| <b>32.</b> | <b>ACKNOWLEDGEMENT BY LANDLORD</b>         | 29 |
| 32.1       | Consideration of GAIN Program Participants | 29 |
| 32.2       | Solicitation of Consideration              | 29 |
| 32.3       | Landlord Assignment                        | 30 |
| 32.4       | Smoking in County Facilities               | 31 |
| <b>33.</b> | <b>INTENTIONALLY OMITTED</b>               | 32 |

## EXHIBITS

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms

COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between SONNENBLICK DEL RIO NORWALK LLC, a Delaware limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

**1. BASIC LEASE INFORMATION**

**1.1 Terms**

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

|                                     |  |
|-------------------------------------|--|
| (a) Landlord's Address for Notices: | 12440 Imperial Highway<br>Office of the Building, Suite 101<br>Norwalk, CA 90650<br>Email: bob@sonndev.com,<br>nelson.delrio@icloud.com  |
| (b) Tenant's Address for Notices:   | County of Los Angeles<br>Chief Executive Office - Real Estate Division<br>320 West Temple Street, 7th Floor<br>Los Angeles, CA 90012<br>Attention: Director of Real Estate<br><br>With a copy to:<br><br>County of Los Angeles<br>Office of the County Counsel<br>648 Kenneth Hahn Hall of Administration<br>500 West Temple Street, Suite 648<br>Los Angeles, CA 90012-2713<br>Attention: Property Division |
| (c) Premises:                       | Approximately 20,647 rentable square feet designated as Suites 519-531 in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.  |
| (d) Building:                       | The Building located at 12440 Imperial Highway, Norwalk, California, which is currently assessed by the County Assessor as APN 8047-006-004 and 8047-006-007 (collectively, the "Property").   |
| (e) Term:                           | Five (5) years   |

|   |   |
|---|---|
| (f) Estimated Commencement Date           | April 1, 2024   |
| (g) Termination Date                      | March 31 <sup>st</sup> , 2029   |
| (h) Intentionally Omitted                 |   |
| (i) Base Rent:                            | \$38,196.95 per month [i.e., \$1.85 per RSF; \$458,363.40 per year (\$22.20 per RSF)]   |
| (j) Early Termination (See Section 4.4)   | At or after Three (3) years with One-hundred eighty (180) days' notice.   |
| (k) Rentable Square Feet in the Premises: | 20,647 rentable square feet (RSF)   |
| (l) Initial Departmental Use:             | Department of Public Health administrative offices, subject to Section 6.   |
| (m) Parking Spaces: (see Section 21)      | 83 unreserved spaces.   |
| (n) Tenant's Hours of Operation:          | 6 a.m. to 6 p.m. Monday through Friday, and 6 a.m. to 12 p.m. on Saturdays, except for legal holidays.  |
| (o) Asbestos Report:                      | A report dated March 7, 2019, prepared by Partner Engineering North Carolina, PLLC, a licensed California Asbestos contractor.                                    |
| (p) Seismic Report                        | A report dated March 7, 2019, prepared by Partner Engineering North Carolina, PLLC and a report dated March 10, 2022, prepared by the Department of Public Works. |
| (q) Disabled Access Survey                | A report dated December 22, 2011, prepared by County of Los Angeles County Affirmative Action.  |

|   |   |
|---|---|
| <p>1.2     <u>Exhibits to Lease</u></p> | <p>Exhibit A - Floor Plan of Premises<br/> Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms<br/> Exhibit C - VAC Standards<br/> Exhibit D - Cleaning and Maintenance Schedule<br/> Exhibit E - Subordination, Non-Disturbance and Attornment Agreement<br/> Exhibit F - Tenant Estoppel Certificate<br/> Exhibit G - Community Business Enterprises Form<br/> Exhibit H - Memorandum of Lease</p> |
|---|---|

## 2.     **PREMISES**

### 2.1     Lease of Premises

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

### 2.2     Measurement of Premises

Tenant shall have the right at any time during the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 accomplished by the mutual execution of an amendment to this Lease. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.

## 3.     **COMMON AREAS**

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Landlord shall have the right to make changes to the Common Areas, in Landlord's sole discretion, from time to time provided such changes do not unreasonably interfere with Tenant's use of or access to the Premises or availability of parking. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.



#### 4. **COMMENCEMENT AND EXPIRATION DATES**

##### 4.1 Term

The term of this Lease shall commence on the date of mutual execution of the Lease (the Commencement Date) and terminate on the Termination Date. Within thirty (30) days of the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B. Tenant is the prior occupant of the Premises and shall accept the furniture, fixtures, and equipment ("FF&E") located in the Premises in "as is, where is" condition and, notwithstanding anything to the contrary in this Lease, Landlord is not required to modify or add to such FF&E or to reimburse Tenant for the modification of or addition to such FF&E.

##### 4.2 Intentionally Omitted

##### 4.3 Intentionally Omitted

##### 4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than One-hundred eighty (180) days' prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

#### 5. **RENT**

##### 5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

##### 5.2 Base Rent Adjustments

- (a) Base Rent is subject to fixed three percent (3%) annual increase over the previous year's Base Rent as follows:

| Months | Rate   | Monthly Rent |
|--------|--------|--------------|
| 1 - 12 | \$1.85 | \$38,196.95  |

|         |        |             |
|---------|--------|-------------|
| 13 - 24 | \$1.91 | \$39,342.86 |
| 25 - 36 | \$1.96 | \$40,523.14 |
| 37 - 48 | \$2.02 | \$41,738.84 |
| 49 - 60 | \$2.08 | \$42,991.00 |

## 6. **USES**

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses or occupants in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays.

## 7. **HOLDOVER**

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease ("Holdover Period"), such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee.

During the first four (4) months of the Holdover Period, monthly Base Rent shall be equal to the last monthly Base Rent payable under this Lease prior to the Holdover Period, plus any other charges payable under this Lease, and subject to all of the terms, covenants, and conditions of this Lease. After the aforementioned initial 4-month Holdover Period, Monthly Base Rent shall increase to be 125% of the Base Rent ("Holdover Fee") and monthly Base Rent shall remain at this rate for the remainder of the Holdover Period. In the event Tenant elects to renew its Lease during the Holdover Period, then Landlord shall credit to Tenant as a credit against Base Rent next due during the renewal period the amount, if any, that the Holdover Fee exceeds the total Monthly Base Rent that otherwise would have been paid during the Holdover Period had the Monthly Base Rent been equal to that at the commencement of the new lease.

## 8. **COMPLIANCE WITH LAW**

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises, and in such event Tenant shall be solely responsible for the cost and expense of such compliance limited to within the Premises.

## 9. **DAMAGE OR DESTRUCTION**

### 9.1 **Damage**

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be

restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days engage an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

## 9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages and Tenant shall continue to pay Base Rent subject to abatement to the extent that the Premises are unusable by Tenant.

## 9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

## 9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, as determined by Tenant in its reasonable discretion, then Tenant may, at its sole election:

- (a) Declare a default hereunder, or

- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord.

## 10. **REPAIRS AND MAINTENANCE**

### 10.1 Landlord Representations

- (a) Landlord represents to Tenant that, to the Landlord's knowledge, as of the date hereof and on the Commencement Date:
  - i. The Premises, the Building, and all Common Areas (including electrical, heating (Premises only), and ventilating and air conditioning ("VAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;
  - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
  - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
  - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents to Tenant that, to the Landlord's knowledge and based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect. In the event asbestos is subsequently found to exist, it shall be the Landlord's responsibility to remove such asbestos at its sole cost and expense unless such asbestos was introduced by the Tenant, in which case such cost shall be paid by Tenant.

(c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:  
*[Check the appropriate box]*

☐ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection

report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

☐ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☒ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or any Work Letter.

- (d) Landlord agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1 except in the case such damages, costs, and expenses arise from or are related to the Tenant's or Tenant's vendors, employees, agents, invitees and visitors use or alteration of the Premises.

## 10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:

- i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
  - ii. mechanical (including both Landlord and Tenant installed Premises electric in-duct heating coils ("Premises Heating") and Building VAC), electrical, plumbing and fire/life systems serving the Building;
  - iii. the Common Areas;
  - iv. exterior windows of the Building; and
  - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense unless otherwise stated herein, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair and maintenance obligations include, without limitation, maintenance of, or repairs to, or replacements of:
- i. spot clean floor covering if it will properly remove/address any soiled conditions;
  - ii. interior partitions;
  - iii. doors, door frames and hardware;
  - iv. spot clean the interior side of demising walls and/or spot clean the walls if it will properly remove/address any soiled conditions;
  - v. signage, excepting Tenant's personal signage within the Premises;
  - vi. emergency exit signage and battery replacement;
  - vii. VAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment (at Tenant's expense and with Tenant's assigned Chief Executive Office Property Manager's review and written approval of said costs in advance of any material work to be performed that is not otherwise scheduled repair and maintenance);
  - viii. Light fixtures, bulbs, tubes and ballasts;
  - ix. Parking areas (including resurfacing, restriping, landscaping, sweeping, and lighting as applicable); and
  - x. Furniture systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system, on an annual basis at Tenant's sole cost and expense.

- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.
- (d) Landlord shall provide security, maintenance, repairs, water and other services to the Premises and common area to a standard similar to other comparable class office buildings in the Norwalk area sub-market.

### 10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, and subject to Section 20.4 hereof, Tenant shall be responsible for the cost of (i) repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant, (iii) reimbursing the Landlord for the cost of repair, maintenance, or replacement of Tenant's VAC serving its computer server room pursuant to the terms in Section 10.2(b) vii above), and (iv) repair, maintenance, or replacement of any Tenant fixtures, furniture and equipment, including telephones, and computers. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

### 10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base

Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. Any improvements by Landlord shall be subject to compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to any Tenant Improvements as defined in Section 24.

## 11. **SERVICES AND UTILITIES**

### 11.1 Services

#### (a) Premises Heating and Ventilation and Air Conditioning (VAC)

Landlord shall furnish Premises Heating and VAC (other than server or IT room VAC that Tenant may install and operate at its own expense), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. All heat provided to the Premises is derived from electric in-duct heat boxes within the Premises and all such heat boxes are to be connected to the Tenant's metered electric panel and the cost of operations of such boxes is a Tenant expense.

Landlord also shall provide VAC services during hours other than Tenant's Hours of Operation ("After Hours VAC"), subject to the following terms and conditions:

(1) Landlord shall provide the After Hours VAC if Tenant gives Landlord advance notice of its need for such service no later than 24 hours before such need on Monday through Friday (except holidays referred to above) that Tenant requires the services, and no later than 24 hours before the last business day preceding the weekend or holiday that Tenant requires the service. In addition, and notwithstanding the foregoing, Tenant may contact the Building manager or on-site Building engineer at any reasonable time to order After Hours VAC, and Landlord shall, to the extent reasonably practicable and at Tenant's expense to the extent of actual and reasonable labor costs incurred, provide After Hours VAC service as requested by Tenant, even if Tenant failed to give notice within the time periods specified above.

(2) Landlord will provide the After Hours VAC at "Actual Cost", defined herein as the actual costs incurred by Landlord in providing any particular service (including Landlord's reasonable estimate of related administrative cost for the cost of such service (to the extent not duplicative of costs included in Operating Costs) and applicable depreciation related to the



increased utilization of equipment used in providing the service). There shall be no start-up charges and minimum usage for After Hours VAC service. The foregoing direct charges shall be payable by Tenant as Additional Rent. The rate for After Hours VAC currently is Eighty-Five Dollars (\$85.00) per hour, which Landlord and Tenant acknowledge is appropriate in accordance with the foregoing. Landlord shall be entitled to increase such charge from time to time, upon at least thirty (30) days prior written notice to Tenant, but only to reflect increases in the cost of labor, electricity, water, and water treatment in connection therewith.

(b) Electricity

Landlord shall furnish to the Premises the amount of electric current necessary for power and lighting and electric current for Premises Heating and VAC, and Landlord shall provide the existing transformers or sub-panels for the Premises necessary for Tenant to utilize such capacity in the Premises. The Premises shall be metered for electricity by a meter installed by Landlord at Landlord's cost and expense. If Landlord elects to furnish non-public utility sourced electrical service to the Premises, Tenant must purchase its requirements thereof from Landlord and Tenant shall be billed monthly for its actual usage at a cost never to exceed 97% of the cost of similar electricity offered directly by the local public utility over the same billing period (local utility per kWh charge for any given month for similar load shall be included on all billing). Tenant shall pay Landlord for the cost of Premises metered electricity within fifteen (15) business days of billing.

If Tenant requires additional telecommunications service, Landlord shall arrange it at Tenant's expense and Landlord will cooperate.

(c) Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Tenant's Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water

Landlord shall make available to the Premises warm and cold water for normal and potable water purposes, all of which shall meet applicable government standards.

(e) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) days per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto.

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide the initial 14 access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access at Landlord's sole cost and expense. Tenant shall pay Landlord Ten Dollars (\$10) for any replacement or additional building access cards or fobs required.

(g) Pest Control

Landlord at its sole cost and expense shall provide any and all pest control services to the Premises per the specifications set forth in Exhibit D attached hereto.

11.2 Utilities

Landlord agrees to pay when due, whether reimbursed pursuant to the terms of this Lease or not, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, Premises Heating, and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the Premises Heating and VAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are prorated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice only for the purpose of inspecting the Premises for any reasonable purpose; provided, however, in the event of an emergency, Landlord shall be allowed to enter the Premises to perform repairs related to the emergency. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not

used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

## **14. TENANT DEFAULT**

### **14.1 Default**

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

### **14.2 Termination**

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

### **14.3 No Effect on Indemnity**

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

## **15. LANDLORD DEFAULT**

### **15.1 Remedies**

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within five (5) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five (5) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to

any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

#### 15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

#### 15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

### 16. **ASSIGNMENT AND SUBLETTING**

#### 16.1 Assignment and Subletting

Tenant may assign or otherwise transfer this Lease or sublet the whole or any part of the Premises by providing prior written notice to Landlord; provided (i) the intended use of any such assignment or transfer is allowed under the terms of the GSA Lease for FBI and Homeland Security within the Building, and (ii) no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold, condition or delay if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

#### 16.2 Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in

interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide thirty (30) days prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
  - i. Name and address of new owner or other party to whom Base Rent should be paid
  - ii. Federal tax ID number for new owner
  - iii. Name of contact person and contact information (including phone number) for new owner
  - iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied.

## **17. ALTERATIONS AND ADDITIONS**

### **17.1 Landlord Consent**

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all laws;
- (b) is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

## 17.2 End of Term

Any Alterations, fixtures, equipment, and all other personal property placed or installed in or upon the Premises or otherwise owned by Tenant, or under its authority (including any modular furniture) shall, if Landlord so requests, be removed by Tenant at the end of the Term. Any Alterations, fixtures, equipment and all other personal property owned, placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture) not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

## 18. **CONDEMNATION**

### 18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

### 18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

### 18.3 Partial Taking

If any portion, but not all, of the Premises or the Common Areas is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

#### 18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

#### 18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

#### 18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

### 19. INDEMNIFICATION

#### 19.1 Landlord's Indemnity

The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises.

#### 19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and other acts and omissions, negligence or willful misconduct of Tenant, or its contractors, licensees, agents, employees, guests or visitors, or arising from any breach or default under this Lease and/or relating to the Tenant's use of the Premises.

### 20. INSURANCE

During the term of this Lease, the following insurance requirements will be in effect:

## 20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

## 20.2 General Insurance Provisions – Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. 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 Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease.

### (a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given additional insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Renewal Certificates shall be provided to Tenant not less than 10 days after the Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number or the Premises, and be signed by an authorized representative of the insurer(s). The Tenant shall be named as an additional insured (or its equivalent) for the Premises only. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding one hundred thousand dollars (\$100,000.00) dollars, and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:



County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the Premises with respect to Tenant. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured with respect to the Tenant's use of the Premises as stated in Section 1.1(k) of the Lease, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any material change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any material change in Required Insurance may, in the reasonable discretion of the Tenant, constitute a Landlord Default under this Lease.

(d) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a Landlord Default. In lieu of treating the failure as a Landlord Default, the County in its sole discretion may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant..

(f) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

(g) Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(h) Deductibles and Self-Insured Retentions ("SIRs")

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

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

Landlord 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.

(k) Separation of Insureds

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

(l) Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

(a) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

|  |              |
|--|--------------|
| General Aggregate:                       | \$ 2 million |
| Products/Completed Operations Aggregate: | \$ 2 million |
| Personal and Advertising Injury:         | \$ 1 million |
| Each Occurrence:                         | \$ 1 million |
| Damage to Premises:                      | \$ 1 million |
| Medical Expense Limit:                   | \$ 10,000    |

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request. Notwithstanding Tenant's right to self-insure, Landlord shall not waive its right to tender third party claims to Tenant caused by Tenant's intentional or negligent acts or omissions or such intentional or negligent acts or omissions of Tenant's contractors, invitees and/or licensees.

20.4 Landlord Requirements During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

(a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

|  |               |
|--|---------------|
| General Aggregate:                       | \$ 10 million |
| Products/Completed Operations Aggregate: | \$ 10 million |
| Personal and Advertising Injury:         | \$ 5 million  |
| Each Occurrence:                         | \$ 5 million  |

(b) Commercial Property Insurance. Such insurance shall:

i. Provide coverage for any tenant improvements and betterments to the Premises that constitute "fixtures" (excludes all other furniture, fixtures, and equipment, including but not limited to the computer server room and any equipment therein); this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.

- ii. Be written for the full replacement cost of the Property, with a deductible no higher than the greater \$250,000 or 5% of the Property value. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear, and be utilized for repair and restoration of the Premises or Landlord's property, as determined by the nature of the loss.

## **21. PARKING**

### **21.1 Tenant's Rights**

Tenant shall have the right to the number of unreserved parking spaces set forth in Section 1.1 for the Term of this Lease. No tandem parking shall be required or allowed except as provided below, and Tenant shall be entitled to full in and out access privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Tenant shall have the right to increase or decrease the number of reserved and/or unreserved parking subject to availability and thirty (30) days written notice to the Landlord; provided, however, Landlord shall have the right to recapture any increase in parking should such parking be required for other tenancies. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each unreserved parking space set forth in Section 1.1, if applicable. If additional access cards or key fobs are later required, lost, stolen, or replaced, Tenant shall pay ten dollars (\$10) per access card or key fob.

### **21.2 Remedies**

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), following written notice to Landlord and Landlord's ability to cure in a reasonable time, then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) negotiate with Landlord for an equitable reduction in the monthly rent based upon the fair market value of such parking or the loss of such parking if not replaced.

### 21.3 Alternative Parking.

Notwithstanding the above, if during the Term (as it may be extended), Landlord is unable to provide all or any portion of the parking required under Lease, Landlord may, but is not required to, provide valet parking or such alternative parking that Landlord may reasonably believe will satisfy Tenant's parking needs or provide additional parking at an off-site location nor more than a three-minute drive from the Premises. In the event Landlord provides off-site parking Landlord shall provide a shuttle service from the off-site parking location to the Premises. Provided Landlord offers Tenant alternative parking pursuant to this paragraph, Landlord shall not be deemed in default of the Lease and the remedies as set forth in Paragraph 21.2 shall not be applicable. Landlord may also, offer stacked parking to satisfy Tenant's parking only if Landlord also provides valet parking at Landlord's sole cost and expense.

## 22. ENVIRONMENTAL MATTERS

### 22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

### 22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of

action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

**23. ESTOPPEL CERTIFICATES**

Tenant shall, within thirty (30) business days after written request of Landlord, execute, acknowledge, and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

**24. INTENTIONALLY OMITTED**

**25. LIENS**

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered, or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

**26. SUBORDINATION AND MORTGAGES**

**26.1 Subordination and Non-Disturbance**

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Property included herein.

**26.2 Existing Deeds of Trust**

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within sixty (60) days after the execution of this Lease.

### 26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten (10) days within which to cure such default.

## 27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition, ordinary wear and tear, damage by earthquake, fire or the elements and other disaster or casualty excepted. Tenant and Landlord agree, Landlord may require Tenant to remove, at its own expense, during or at the expiration or other termination of the term of this Lease, or any termination of any extension or holdover period thereof, as the case may be, all furniture, fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

## 28. SIGNAGE

### 28.1 Directory Signage

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 rentable square feet of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances and Building Rules and Regulations.

## 29. QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

## 30. GENERAL

### 30.1 Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

### 30.2 Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

### 30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation.

### 30.4 Entire Agreement

This Lease (including all exhibits hereto) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

### 30.5 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

### 30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

### 30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

### 30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.



30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ.

Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

**31. AUTHORITY**

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

**32. ACKNOWLEDGEMENT BY LANDLORD**

Landlord acknowledges that it is aware of the following provisions:

**32.1 Consideration of GAIN Program Participants**

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

**32.2 Solicitation of Consideration**

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

### 32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest

in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.

- (f) Except to an existing or future mortgagor or lender, Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are

apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

**33. INTENTIONALLY OMITTED**

**34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES**

- (a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have ninety (90) business days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").
- (b) If Tenant delivers to Landlord the Expansion Commitment within such ninety (90) business day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the earlier of (a) the date Tenant first uses the Additional Premises for the Permitted Use; or (b) thirty (30) days after Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions, and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.
- (c) Except as otherwise set forth in Landlord's Lease Notice, possession of the Additional Premises shall be delivered to Tenant on an "asis" basis. Landlord shall prepare and Landlord and Tenant shall execute and deliver a written agreement modifying and supplementing the Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Landlord's Lease Notice, subject to all of the terms and conditions of the Lease.
- (d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the ninety (90) business day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional

Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall be personal to the original Tenant and not apply to any sales or similar transfers of the Additional Premises.

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

SONNENBLICK DEL RIO NORWALK LLC,  
a Delaware limited liability company

By:   
Name: Nelson Del Rio  
Its: Co-Manager

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel


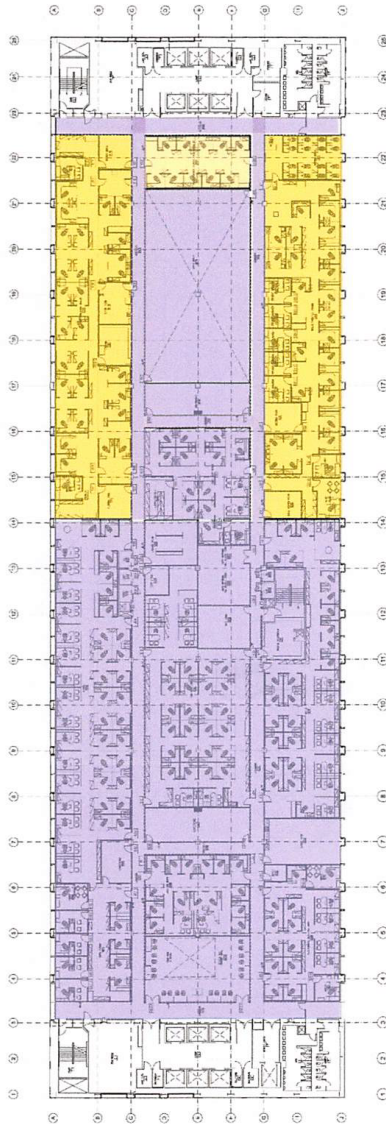
By:   
Senior Deputy

EXHIBIT A  
Floor Plan

 Premises





## EXHIBIT B

### COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated \_\_\_\_\_, 20\_\_, between County of Los Angeles, a body corporate and politic ("Tenant"), and Sonnenblick Del Rio Norwalk LLC, a Delaware limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 12440 Imperial Highway, Suite 500, Norwalk, CA 90650, Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on March , 2024 ("Possession Date");
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on March , 2024 ("Commencement Date");
- 4) The Premises contain 20,647 rentable square feet of space;
- 5) Base Rent per month is \$38,196.95.
- 6) Parking Rent per month is included.
- 7) Base Rent Adjustments
  - (a) Base Rent is subject to fixed three percent (3%) annual increases over the previous year's Base Rent as follows:

| Months  | Rate   | Monthly Rent |
|---------|--------|--------------|
| 1 - 12  | \$1.85 | \$38,196.95  |
| 13 - 24 | \$1.91 | \$39,342.86  |
| 25 - 36 | \$1.96 | \$40,523.14  |
| 37 - 48 | \$2.02 | \$41,738.84  |
| 49 - 60 | \$2.08 | \$42,991.00  |

IN WITNESS WHEREOF, this memorandum is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Tenant:

Landlord:

COUNTY OF LOS ANGELES,  
a body corporate and politic

SONNENBLICK DEL RIO NORWALK LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

## **EXHIBIT C**

### **PREMISES HEATING AND VENTILATION, AND AIR CONDITIONING IN OTHER THAN DATA AND SERVER ROOMS**

Landlord shall supply cooling, ventilating, and Premises heating with capacity to produce the following results effective during Tenant's Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet (+/- 200-sq.ft. to allow for marginal situations) and one diffuser for each 200 square feet (+/- 50-sq.ft. to allow for marginal situations) of usable/net square footage within the Premises (distribution within the Premises shall be considered a Tenant Improvement and be paid for from funds available for Tenant Improvements). If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

## **EXHIBIT D**

### **CLEANING AND MAINTENANCE SCHEDULE**

#### **A. DAILY (Monday through Friday)**

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Drinking fountains cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if applicable)
11. Graffiti expunged as needed within two working days after notice by Tenant
12. Floors washed as needed.
13. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap, if applicable.

#### **B. WEEKLY**

14. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
15. Window sills, ledges and wood paneling and molding dusted.

#### **C. MONTHLY**

16. Floors washed and waxed in uncarpeted office area.
17. High-reach areas, door frames and tops of partitions dusted.
18. Picture moldings and frames dusted.
19. Carpet professionally spot cleaned as required to remove stains.

20. VAC chiller water checked for bacteria, water conditioned as necessary, if applicable.

D. QUARTERLY

21. Light fixtures cleaned and dusted.
22. Wood furniture polished.
23. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
24. Upholstered furniture vacuumed, plastic and leather furniture wiped.
25. Wall vents and ceiling vents vacuumed.

E. SEMI-ANNUALLY

26. Exterior windows washed as required inside and outside but not less frequently than twice annually.
27. All painted wall and door surfaces washed and stains removed.
28. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

29. Carpets cleaned and spot cleaned as needed. Landlord shall not use bonnet cleaning on carpets.
30. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
31. Bathroom and any other ceramic tile surfaces professionally cleaned. All grout and porous surfaces resealed with a professional grade sealant, as needed.
32. Touch-up paint interior painted surfaces in a color and finish to match existing, as needed.
33. Server Room VAC units serviced for preventative maintenance purposes and other service as required and filters as needed, if applicable
34. Interior windows washed as required inside and outside

G. AS NEEDED

35. The sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.

36. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
37. Interior and exterior pest control inspections and remediation, as needed.
38. All VAC ducts cleaned as needed.

H. GENERAL

39. Landlord shall, upon request of Tenant, produce written service contracts or services orders, as appropriate, as evidence of compliance with the terms of this Cleaning and Maintenance Schedule

**EXHIBIT E**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street  
7th Floor  
Los Angeles, California 90012

)  
)  
)  
)  
)  
)  
)

Space above for Recorder's Use

---

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT  
AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF  
LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [*Insert name of Landlord*], ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated \_\_\_\_\_ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's

obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Borrower: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Tenant: County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street, 7th Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.



TENANT: COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BORROWER: *[Insert name of Landlord]*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDER: *[Insert name of Lender],*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_,  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

## EXHIBIT F

### TENANT ESTOPPEL CERTIFICATE

To: [Insert name of party to rely on document]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Re:    Date of Certificate: \_\_\_\_\_  
      Lease Dated: \_\_\_\_\_  
      Current Landlord: \_\_\_\_\_  
      Located at: \_\_\_\_\_  
      Premises: \_\_\_\_\_  
      Commencement Date of Term: \_\_\_\_\_  
      Expiration Date: \_\_\_\_\_  
      Current Rent: \_\_\_\_\_

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1.     Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2.     (a)    A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

      (b)    The current Rent is set forth above.

      (c)    The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

      (d)    Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

      (e)    Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3.     (a)    The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

[(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.]

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: \_\_\_\_\_.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT G

## COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. *(Categories listed below are based on those described in 49 CFR Section 23.5)*

### I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)

|  |   |       |                                     |       |           |       |
|--|---|-------|-------------------------------------|-------|-----------|-------|
| 1. Firm Name:                                    |   |       | 3. Contact Person/Telephone Number: |       |           |       |
| 2. Address:                                      |   |       |                                     |       |           |       |
| 4. Total number of employees in the firm:        |   |       |                                     |       |           |       |
| Provide the number of all minority employees and | Owners, Partners and Associate Partners |       | Managers                            |       | Staff     |       |
|  | All O.P & AP                            | Women | All Managers                        | Women | All Staff | Women |
| Black/African American                           |   |       |                                     |       |           |       |
| Hispanic/Latin American                          |   |       |                                     |       |           |       |
| Asian American                                   |   |       |                                     |       |           |       |
| Portuguese American                              |   |       |                                     |       |           |       |
| American Indian/Alaskan                          |   |       |                                     |       |           |       |
| All Others                                       |   |       |                                     |       |           |       |

### II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

|  |          |  |
|--|----------|--|
| 1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____ |          |  |
| 2. Total Number of Ownership/Partners, Etc.:   |          | <b>MINORITY/WOMEN-OWNED FIRM CERTIFICATION</b> |
| 3. Provide the percentage of   | All Empl | Women  |
| Black/African  |          |  |
| Hispanic/Latin   |          |  |
| Asian American   |          |  |
| Portuguese American  |          |  |
| American   |          |  |

Is your firm currently certified as a minority owned business firm by the: State of California? ☐ Yes ☐ No

City of Los Angeles? ☐ Yes ☐ No

**Section D. OPTION TO PROVIDE REQUESTED INFORMATION**

☐ We do not wish to provide the information required in this form.

|            |  |  |                        |
|------------|--|--|------------------------|
| All Others |  |  | Firm Name: _____       |
|            |  |  | Signature/Title: _____ |

## EXHIBIT H

### MEMORANDUM OF LEASE

#### RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street, 7th Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

---

### MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between \_\_\_\_\_, a \_\_\_\_\_ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated \_\_\_\_\_, 20\_\_ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on \_\_\_\_\_, 20\_\_, and ending on a date \_\_\_\_\_ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: \_\_\_\_\_, 20\_\_.

LANDLORD: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_

John T. Cooke  
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN  
Recorder/County Clerk  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Senior Deputy



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me,

\_\_\_\_\_ Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")  
personally appeared \_\_\_\_\_,  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)