



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: August 14, 2024

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: John Leonard, 3rd 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 522268816# or [Click here to join the meeting](#)

Teams Meeting ID: 237 250 878 670

Passcode: UoBQAE

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov

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:
COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO
IMPLEMENT THE FISCAL YEAR 2024-2025 FINAL CHANGES BUDGET AND
OTHER CLASSIFICATION/COMPENSATION ACTIONS
CEO/CLASS – Irish Wong, Principal Analyst

- B) Board Letter:
REQUEST FOR APPROVAL AND AWARD OF MAIL PROCESSING SERVICES
CONTRACT
ISD – Christie Carr, Contract Manager

- C) Board Letter:
APPROVAL OF AMENDMENT NO. 10 TO SOLE SOURCE AGREEMENT NO.
H-704368 WITH SAGA TECHNOLOGIES, INC.
DHS/CIO – Julio Alvarado, Director, Contracts and Grants,
Janet Arnold-Clark, Senior Physician and Kevin Lynch, Chief Information Officer

- D) Board Memo:
REQUEST TO AMEND THE SOLE SOURCE GRANTS MANAGEMENT
SYSTEM AGREEMENT BETWEEN THE LOS ANGELES COUNTY REGIONAL
PARK AND OPEN SPACE DISTRICT AND DULLES TECHNOLOGY
PARTNERS, INC.
RPOSD/CIO – Christina Angeles, Deputy Director

- E) Board Letter:
TREASURER AND TAX COLLECTOR RECOMMENDATION TO AWARD A
CONTRACT FOR TREASURY MANAGEMENT SYSTEM TO FIS CAPITAL
MARKETS US LLC.
TTC – Michael Grazer, Assistant Treasurer and Tax Collector and
Benjamin Effinger, Operations Chief

- F) Board Letter:
RECOMMENDATION TO AWARD A CONTRACT FOR ONLINE AUCTIONS OF
TAX DEFAULTED PROPERTY SERVICES TO GOVEASE AUCTION, LLC.
TTC – Nichole Alcaraz, Operations Chief

4. PRESENTATION ITEM(S):

None available.

5. ADJOURNMENT

UPCOMING ITEM(S) FOR AUGUST 21, 2024:

None available.

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	8/14/2024	
BOARD MEETING DATE	9/10/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2024-2025 FINAL CHANGES BUDGET AND OTHER CLASSIFICATION/COMPENSATION ACTIONS	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: Included in the FY 2024-25 Final Changes Budget	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	TO IMPLEMENT THE FISCAL YEAR 2024-2025 FINAL CHANGES BUDGET AND OTHER CLASSIFICATION/COMPENSATION ACTIONS	
BACKGROUND (include internal/external issues that may exist including any related motions)	This Board Letter includes: 1. Approve the accompanying ordinance amending Title 6 - Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2024-2025 Final Changes Budget and to implement routine technical adjustments to reflect earlier Board-approved budget and classification actions. 2. Approve the accompanying ordinance amending Title 6 - Salaries, of the County Code to delete three (3) non-represented classifications.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Irish Wong, Principal Analyst, (213) 893-7818, iwong@ceo.lacounty.gov	



**CEO September 10, 2024
Fiscal Year 2024-25
Final Changes Budget
Board Letter Summary**

CEO Classification/Compensation Contact Information:

Ann Havens, Senior Manager, (213) 974-9960, AHavens@ceo.lacounty.gov

Irish Wong, Principal Analyst, (213) 893-7818, iwong@ceo.lacounty.gov

This Board Letter includes:

1. Approve the accompanying ordinance amending Title 6 - Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2024-2025 Final Changes Budget and to implement routine technical adjustments to reflect earlier Board-approved budget and classification actions.
2. Approve the accompanying ordinance amending Title 6 - Salaries, of the County Code to delete three (3) non-represented classifications.



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

September 10, 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:

**COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO
IMPLEMENT THE FISCAL YEAR 2024-2025 FINAL CHANGES BUDGET
AND OTHER CLASSIFICATION/COMPENSATION ACTIONS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

This letter and accompanying ordinance will update the departmental staffing provisions related to the approval of the Fiscal Year (FY) 2024-2025 Final Changes Budget, as well as provide technical adjustments to reflect earlier Board-approved budget and classification actions. In addition, this letter and accompanying ordinance will update the departmental staffing provisions by deleting three (3) non-represented classifications.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying ordinance amending Title 6 - Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2024-2025 Final Changes Budget and to implement routine technical adjustments to reflect earlier Board-approved budget and classification actions.

2. Approve the accompanying ordinance amending Title 6 - Salaries, of the County Code to delete three (3) non-represented classifications.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The following summarizes the purpose/justification of the recommended actions:

FY 2024-2025 Final Changes Budget

The subject budget phase was approved by the Board of Supervisors (Board) on June 24, 2024. We have been working with the departments to finalize our recommendations as to the appropriate classifications and level of new positions. This letter implements these specific changes to the departmental staffing provisions.

The Board's approval of the attached ordinance will fulfill the Charter requirement to provide for the number of County employees. It will also provide the authority for County departments to fill new positions allocated in the FY 2024-2025 Final Changes Budget, delete positions which are obsolete, and make other adjustments as necessary. These recommendations are a routine part of the annual budget process.

Routine Adjustments

Routine adjustments are being made to the ordinance to provide for staffing provisions for various County departments. These adjustments include position deletions and adjusting entries from previous classification actions such as reorganizations and mid-year allocations.

Deleted Classifications

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of three (3) vacant non-represented classifications from the Classification Plan (Attachment). The affected departments have been informed and concur with this action. This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

Implementation of Strategic Plan Goals

These recommended actions support the County's Strategic Plan North Star 3 – Realize Tomorrow's Government Today, Focus Area Goal B – Diverse and Inclusive Workforce, Strategy 2 – Fairness and Equity.

FISCAL IMPACT/FINANCING

The cost of and financing for the new position recommendations have been included in the FY 2024-2025 Final Changes Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Article III, Section 11(3) of the Charter of the County of Los Angeles, the Board of Supervisors is “to provide, by ordinance, for the number of assistants, deputies, clerks, attaches, and other persons employed in the service of the County.” The County Charter also authorizes the establishment and maintenance of “a classification plan and the classification of all positions.” This responsibility is further delineated in Civil Service Rule 5.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will enable departments to effect personnel actions associated with the FY 2024-2025 Final Changes Budget and other classification actions.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JDS:AYH
JR:AS:mmg

Enclosures

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

CLASSIFICATION PLAN CHANGES

ATTACHMENT

**NON-REPRESENTED CLASSIFICATIONS RECOMMENDED
FOR DELETION FROM THE CLASSIFICATION PLAN**

Item No.	Title
2622	Materials Management Systems Coordinator
1624	Program Analyst
4237	Special Assistant, ISD

DRAFT

ANALYSIS

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

- Deleting three employee classifications; and
- Adding, deleting, and/or changing certain employee classifications and

number of ordinance positions in the departments of Agricultural Commissioner/Weights and Measures, Arts and Culture, Auditor-Controller, Board of Supervisors, Chief Executive Officer, Child Support Services, Children and Family Services, Consumer and Business Affairs, District Attorney, Fire, Health Services, Human Resources, Internal Services, Justice, Care and Opportunities, LA County Library, Mental Health, Parks and Recreation, Probation, Public Defender, Public Health, Public Social Services, Public Works, Regional Planning, Registrar-Recorder/County Clerk, Sheriff, Treasurer and Tax Collector, and Youth Development.

DAWYN R. HARRISON
County Counsel

By:
POUYA BAVAFA
Senior Deputy County Counsel
Labor & Employment Division

RDB:

ORDINANCE NO. _____

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to delete three employee classifications and add, delete, and/or change certain employee classifications and number of ordinance positions in various departments as a result of the budget process for FY 2024-2025.

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

SECTION 1. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to delete the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
2622	MATERIALS MGMT SYSTEMS COORDINATOR	01/01/2021	NMO	112K
		10/01/2022	NMO	114K
		10/01/2023	NMO	116A
		10/21/2024	NMO	117C
1624	PROGRAM ANALYST	01/01/2021	NMO	101G
		10/01/2022	NMO	103G
		10/01/2023	NMO	104J
		10/01/2024	NMO	105L
4237	SPECIAL ASSISTANT, ISD	01/01/2021	NMO	100F
		10/01/2022	NMO	102F
		10/01/2023	NMO	103H
		10/01/2024	NMO	104K

SECTION 2. Section 6.32.010 (Agricultural Commissioner/Weights and Measures) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2559A</u>	<u>1</u>	<u>NETWORK SYSTEMS ADMINISTRATOR II</u>

SECTION 3. Section 6.32.010 (Agricultural Commissioner/Weights and Measures) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0038A	43 <u>15</u>	WEED & PEST ABATEMENT WORKER
0038B	47 <u>25</u>	WEED & PEST ABATEMENT WORKER

SECTION 4. Section 6.36.010 (Department of Arts and Culture) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8814A	44 <u>12</u>	SR PROG ASSOCIATE,ARTS AND CULTURE

SECTION 5. Section 6.40.010 (Auditor-Controller) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2652A	47 <u>18</u>	PRIN ACCOUNTING SYSTEMS ANALYST
0714A	49 <u>23</u>	PROGRAM SPECIALIST III,AUDITOR-CONT

SECTION 6. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9233A	4	SENIOR PARALEGAL

SECTION 7. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1035A</u>	<u>1</u>	<u>EXEC DIR,LGBTQ+ COMMISSION(UC)</u>

SECTION 8. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	9 <u>10</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	5 <u>6</u>	ADMINISTRATIVE SERVICES MANAGER II
8109A	4 <u>2</u>	COMMUNITY SERVICES COORDINATOR I
1101A	5 <u>4</u>	DEP EXECUTIVE OFFICER,BD OF SUP(UC)
9454	15 <u>30</u>	MEMBER,YOUTH COMMISSION
1110A	8 <u>9</u>	PROJECT DIRECTOR,BD OF SUPVRS

SECTION 9. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0861A	6 <u>7</u>	ASST CHIEF EXECUTIVE OFFICER(UC)
0819A	22 <u>24</u>	CHIEF PROGRAM SPECIALIST,CEO
2110A	42 <u>13</u>	MANAGEMENT SECRETARY IV
0830A	430 <u>133</u>	PRINCIPAL ANALYST,CEO
0818A	33 <u>34</u>	PROGRAM SPECIALIST IV,CEO
0829A	88 <u>90</u>	SENIOR ANALYST,CEO
0853A	44 <u>12</u>	SPECIAL SERVICES ASSISTANT IV
0854A	2 <u>4</u>	SPECIAL SERVICES ASSISTANT V

SECTION 10. Section 6.53.010 (Department of Children and Family Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	404 <u>1013</u>	INTERMEDIATE TYPIST-CLERK
2526A	48 <u>19</u>	PRINCIPAL APPLICATION DEVELOPER
2096A	467 <u>168</u>	SECRETARY III
2331A	4 <u>2</u>	WAREHOUSE WORKER I

SECTION 11. Section 6.55.010 (Child Support Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1614A	723 <u>722</u>	CHILD SUPPORT SPECIALIST II
1615A	447 <u>145</u>	CHILD SUPPORT SPECIALIST III
2160A	2 <u>1</u>	LEGAL OFFICE SUPPORT ASSISTANT I
2161A	20 <u>19</u>	LEGAL OFFICE SUPPORT ASSISTANT II
1848A	40 <u>12</u>	MANAGEMENT ANALYST
1616A	446 <u>115</u>	SUPVGV CHILD SUPPORT SPECIALIST

SECTION 12. Section 6.60.010 (Department of Consumer and Business Affairs) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2482F</u>	<u>1</u>	<u>STUDENT PROF WORKER,INFO TECH</u>

SECTION 13. Section 6.60.010 (Department of Consumer and Business Affairs) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1664A	48 <u>53</u>	CONSUMER & BUSINESS AFFAIRS REP III
0977A	4 <u>5</u>	PROGRAM MANAGER I
8243F	44 <u>13</u>	STUDENT PROFESSIONAL WORKER I

SECTION 14. Section 6.70.010 (District Attorney) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9273A	349 <u>352</u>	DEPUTY DISTRICT ATTORNEY III
9274A	320 <u>323</u>	DEPUTY DISTRICT ATTORNEY IV
2161A	434 <u>132</u>	LEGAL OFFICE SUPPORT ASSISTANT II
9232A	404 <u>102</u>	PARALEGAL

SECTION 15. Section 6.76.011 (Fire Department - Administrative) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1843A	44 <u>10</u>	SENIOR DEPARTMENTAL PERSONNEL ASST
2216A	9 <u>8</u>	SENIOR TYPIST-CLERK

SECTION 16. Section 6.76.017 (Fire Department – Leadership and Professional Standards) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1843A	2 <u>1</u>	SENIOR DEPARTMENTAL PERSONNEL ASST

SECTION 17. Section 6.77.010 (Department of Public Health) is hereby amended to

delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
6617A	2	BLDG & EQUIPMENT MAINT SUPVR,AVRC
6611A	2	BLDG & EQUIPMENT MAINT WORKER,AVRC
6679A	4	BUILDING CRAFTS SUPERINTENDENT I
5064A	7	CLINIC DRIVER
6396A	6	COOK
4784A	4	DIETITIAN
6411A	3	FOOD SERVICE WORKER
6402A	4	HEAD COOK
4302A	4	INDUSTRIAL HYGIENE CHEMIST
0343A	4	INSTITUTIONAL GARDENING MANAGER
6796A	4	INSTITUTIONAL SERVICES SUPERVISOR
5645O	2	PUBLIC HEALTH INVESTIGATOR
5872A	4	RECREATION THERAPIST II
5870A	4	RECREATION THERAPY ASSISTANT
8593A	5	REHABILITATION COUNSELOR II
6612A	2	SR BLDG & EQUIPMENT MAINT WKR,AVRC
6399A	4	SENIOR COOK
4347A	4	SENIOR TOXICOLOGIST
1352A	4	STATISTICAL CLERK
5883A	14	SUBSTANCE ABUSE COUNSELOR AID

0896N	4	SUPVG ADMINISTRATIVE ASSISTANT I
8594A	2	SUPVG REHABILITATION COUNSELOR
4346A	4	TOXICOLOGIST

SECTION 18. Section 6.77.010 (Department of Public Health) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0646A</u>	<u>1</u>	<u>ACCOUNTANT I</u>
<u>0886A</u>	<u>1</u>	<u>ADMINISTRATIVE AID</u>
<u>0896A</u>	<u>1</u>	<u>SUPVG ADMINISTRATIVE ASSISTANT I</u>
<u>0897A</u>	<u>1</u>	<u>SUPVG ADMINISTRATIVE ASSISTANT II</u>
<u>4903A</u>	<u>1</u>	<u>SUPVNG CLINICAL LAB SCIENTIST I</u>

SECTION 19. Section 6.77.010 (Department of Public Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0886F	4 <u>3</u>	ADMINISTRATIVE AID
0888A	45 <u>14</u>	ADMINISTRATIVE ASSISTANT II
2521N	4 <u>2</u>	APPLICATION DEVELOPER II
5233A	8 <u>10</u>	ASSISTANT PROGRAM SPECIALIST,PHN
4595A	33 <u>39</u>	ASSISTANT STAFF ANALYST,HLTH SERVS
4595N	52 <u>53</u>	ASSISTANT STAFF ANALYST,HLTH SERVS
5678A	52 <u>54</u>	CHIEF ENVIRONMENTAL HEALTH SPEC

8103A	42	<u>44</u>	COMMUNITY HEALTH WORKER
8103N	70	<u>51</u>	COMMUNITY HEALTH WORKER
6774A	44	<u>10</u>	CUSTODIAN
1763N	7	<u>8</u>	DATA SCIENTIST
1765N	2	<u>3</u>	DATA SCIENTIST SUPERVISOR
5689A	5	<u>6</u>	DIR,DISTRICT ENVIRONMENTAL SERVICES
5688A	40	<u>11</u>	ENVIRONMENTAL HEALTH SERVS MANAGER
5672A	229	<u>240</u>	ENVIRONMENTAL HEALTH SPECIALIST III
5673A	28	<u>29</u>	ENVIRONMENTAL HEALTH SPECIALIST IV
5668A	34	<u>36</u>	ENVIRONMENTAL HEALTH TECHNICIAN
1759A	26	<u>27</u>	EPIDEMIOLOGIST
1759N	54	<u>55</u>	EPIDEMIOLOGIST
1757A	24	<u>20</u>	EPIDEMIOLOGY ANALYST
1757N	24	<u>20</u>	EPIDEMIOLOGY ANALYST
0748N	42	<u>14</u>	FINANCIAL SPECIALIST II
0934A	2	<u>1</u>	HEAD,STAFF SERVICES
0672N	24	<u>26</u>	HEALTH CARE FINANCIAL ANALYST
4727A	27	<u>30</u>	HEALTH PROGRAM ANALYST I
4727N	42	<u>39</u>	HEALTH PROGRAM ANALYST I
4729N	22	<u>23</u>	HEALTH PROGRAM ANALYST II
2591N	46	<u>14</u>	INFORMATION SYSTEMS ANALYST II
2565N	2	<u>1</u>	INFORMATION TECHNOLOGY MANAGER I
2570N	2	<u>3</u>	INFO TECHNOLOGY SPECIALIST II
1138A	48	<u>17</u>	INTERMEDIATE CLERK

2221A	3	<u>4</u>	INTERMEDIATE SUPVG TYPIST-CLERK
2214A	202	<u>198</u>	INTERMEDIATE TYPIST-CLERK
2214N	74	<u>73</u>	INTERMEDIATE TYPIST-CLERK
1848A	16	<u>18</u>	MANAGEMENT ANALYST
1848N	35	<u>34</u>	MANAGEMENT ANALYST
1762N	3	<u>5</u>	PREDICTIVE DATA ANALYST
4629A	8	<u>9</u>	PROGRAM IMPLEMENTATION MANAGER,HS
0978N	5	<u>4</u>	PROGRAM MANAGER II
5645A	68	<u>58</u>	PUBLIC HEALTH INVESTIGATOR
4998M	2	<u>1</u>	PUBLIC HLTH MICROBIOLOGIST TRAINEE
5230A	448	<u>447</u>	PUBLIC HEALTH NURSE
5133A	22	<u>21</u>	REGISTERED NURSE I
2095A	48	<u>16</u>	SECRETARY II
2097A	5	<u>4</u>	SECRETARY IV
2525N	2	<u>3</u>	SENIOR APPLICATION DEVELOPER
1764N	2	<u>3</u>	SENIOR DATA SCIENTIST
2593N	9	<u>8</u>	SENIOR INFORMATION SYSTEMS ANALYST
5774A	1	<u>2</u>	SENIOR RADIATION PROTECTION SPEC
2216A	137	<u>138</u>	SENIOR TYPIST-CLERK
2216N	121	<u>120</u>	SENIOR TYPIST-CLERK
4593A	56	<u>60</u>	STAFF ANALYST,HEALTH
0907N	27	<u>26</u>	STAFF ASSISTANT I
0913A	24	<u>23</u>	STAFF ASSISTANT II
0913N	23	<u>22</u>	STAFF ASSISTANT II

5646A	13	<u>11</u>	SUPVGT PUBLIC HEALTH INVESTIGATOR
4857N	50	<u>60</u>	YOUTH EDUCATOR

SECTION 20. Section 6.78.010 (Department of Health Services - Administration) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE	
8038A	4	<u>5</u>	ASSISTANT HOSPITAL ADMINISTRATOR I

SECTION 21. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5896A	4	AUDIOLOGIST II
1253A	4	CASHIER
5465A	4	CHIEF PHYSICIAN I (NO SPECIALTY)
5064A	4	CLINIC DRIVER
5090N	2	CLINIC LICENSED VOCATIONAL NURSE I
5094A	1	CLINIC LICENSED VOCATIONAL NURSE II
5094N	1	CLINIC LICENSED VOCATIONAL NURSE II
5468J	2	CLINIC PHYSICIAN, MD (PER SESSION)
8103N	4	COMMUNITY HEALTH WORKER
6774A	36	CUSTODIAN
6778A	3	CUSTODIAN SUPERVISOR
6776A	4	CUSTODIAN WORKING SUPERVISOR

7959A	4	GRAPHIC ARTIST
1409A	4	HEALTH INFO MANAGEMENT SUPERVISOR
8082A	4	HOSPITAL ADMINISTRATOR I(UC)
1254A	4	INTERMEDIATE CASHIER
4983A	4	LABORATORY SUPPORT SUPERVISOR I
2109A	4	MANAGEMENT SECRETARY III
6805A	4	MANAGER, AREA CUSTODIAL OPERATIONS
5463A	4	MEDICAL DIRECTOR I
3571A	4	MEDICAL ELECTRONICS EQUIPMENT SPEC
5215A	4	NURSE TRAINING CONSULTANT
5858A	4	OCCUPATIONAL THERAPY ASSISTANT
5529A	4	PHARMACY SERVICES CHIEF II
4981A	2	PHLEBOTOMY TECHNICIAN II
5047N	4	PHYSICIAN ASSISTANT
2526A	4	PRINCIPAL APPLICATION DEVELOPER
0978A	4	PROGRAM MANAGER II
5133N	2	REGISTERED NURSE I
2525A	4	SENIOR APPLICATION DEVELOPER
9019N	4	SENIOR CLINICAL SOCIAL WORKER
5597A	4	SENIOR ORTHOPEDIC TECHNICIAN
5051A	4	SENIOR PHYSICIAN ASSISTANT
1599A	4	SENIOR PUBLIC INFORMATION ASSISTANT
2101A	4	SENIOR SECRETARY II

SECTION 22. Section 6.78.055 (Department of Health Services – Harbor Care South) is

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

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0889A	4	<u>2</u> ADMINISTRATIVE ASSISTANT III
8038A	3	<u>2</u> ASSISTANT HOSPITAL ADMINISTRATOR I
8041A	3	<u>2</u> ASSISTANT HOSPITAL ADMINISTRATOR II
8042A	5	<u>4</u> ASST HOSPITAL ADMINISTRATOR III
5295A	9	<u>8</u> ASST NURSING DIR,ADMINISTRATION
8073A	3	<u>2</u> ASSOCIATE HOSPITAL ADMINISTRATOR I
5545A	18	<u>16</u> CARDIAC ELECTRODIAGNOSTIC TECH I
5547A	3	<u>2</u> CARDIAC ELECTRODIAGNOSTIC TECH III
5092A	75	<u>34</u> CERTIFIED MEDICAL ASSISTANT
5457A	13	<u>10</u> CHIEF PHYSICIAN I
5815A	2	<u>1</u> CHIEF RADIOLOGIC TECHNOLOGIST I
5879A	4	<u>3</u> CHILD LIFE SPECIALIST
5090A	164	<u>96</u> CLINIC LICENSED VOCATIONAL NURSE I
5088A	9	<u>3</u> CLINIC NURSING ATTENDANT II
4895A	90	<u>71</u> CLINICAL LABORATORY SCIENTIST I
4896A	21	<u>17</u> CLINICAL LABORATORY SCIENTIST II
5299A	4	<u>3</u> CLINICAL NURSING DIRECTOR II
5513A	27	<u>23</u> CLINICAL PHARMACIST
8697A	5	<u>4</u> CLINICAL PSYCHOLOGIST II
9014A	6	<u>3</u> CLINICAL SOCIAL WORK SUPERVISOR I

9013A	44	<u>10</u>	CLINICAL SOCIAL WORKER
9013N	3	<u>2</u>	CLINICAL SOCIAL WORKER
8103A	5	<u>3</u>	COMMUNITY HEALTH WORKER
5472J	5	<u>4</u>	CONSULTING SPECIALIST,MD(PER SESS)
0927A	2	<u>1</u>	CREDENTIALING SPECIALIST
4745A	44	<u>6</u>	DENTAL ASSISTANT
5794A	28	<u>19</u>	DIAGNOSTIC ULTRASOUND TECHNICIAN
5591A	2	<u>1</u>	HEAD RESPIRATORY CARE PRACTITIONER
4846A	3	<u>2</u>	HEALTH EDUCATION ASSISTANT
1416A	24	<u>9</u>	HEALTH INFORMATION ASSOCIATE
1418A	7	<u>6</u>	HEALTH INFO SENIOR TECHNICIAN
1417A	46	<u>12</u>	HEALTH INFORMATION TECHNICIAN
1153A	25	<u>18</u>	HEALTHCARE INTERPRETER
2591A	9	<u>6</u>	INFORMATION SYSTEMS ANALYST II
2565A	2	<u>1</u>	INFORMATION TECHNOLOGY MANAGER I
2571A	2	<u>1</u>	INFORMATION TECHNOLOGY MANAGER II
2598A	5	<u>3</u>	INFORMATION TECHNOLOGY SUPERVISOR
2546A	14	<u>10</u>	IT TECHNICAL SUPPORT ANALYST II
1138A	231	<u>215</u>	INTERMEDIATE CLERK
1176A	7	<u>5</u>	INTERMEDIATE SUPERVISING CLERK
2214A	453	<u>124</u>	INTERMEDIATE TYPIST-CLERK
2214N	2	<u>1</u>	INTERMEDIATE TYPIST-CLERK
4902A	2	<u>1</u>	LABORATORY QUALITY CONTROL COORD
9002A	59	<u>48</u>	MEDICAL CASE WORKER II

9002N	4	<u>2</u>	MEDICAL CASE WORKER II
2135A	42	<u>11</u>	MEDICAL SECRETARY
4899A	4	<u>3</u>	MED TECHNOLOGIST,LAB INFO SYSTEMS
2209A	24	<u>20</u>	MEDICAL TRANSCRIBER TYPIST
2559A	8	<u>3</u>	NETWORK SYSTEMS ADMINISTRATOR II
5803A	8	<u>6</u>	NUCLEAR MEDICINE TECHNOLOGIST II
5286A	32	<u>28</u>	NURSE MANAGER
5121A	434	<u>112</u>	NURSE PRACTITIONER
5121F	6	<u>1</u>	NURSE PRACTITIONER
5121N	5	<u>2</u>	NURSE PRACTITIONER
5214A	5	<u>1</u>	NURSING INSTRUCTOR
5856A	7	<u>6</u>	OCCUPATIONAL THERAPIST I
5857A	3	<u>2</u>	OCCUPATIONAL THERAPIST II
5859A	2	<u>1</u>	OCCUPATIONAL THERAPY SUPERVISOR I
5608A	44	<u>4</u>	OPHTHALMOLOGY TECHNICIAN
5611A	2	<u>1</u>	OPTOMETRIST
5595A	5	<u>3</u>	ORTHOPEDIC TECHNICIAN
5612A	2	<u>1</u>	ORTHOPTIC TECHNICIAN
9189A	43	<u>12</u>	PATIENT FINANCIAL SERVS CONT WKR
9193A	54	<u>42</u>	PATIENT FINANCIAL SERVS WORKER
9197A	45	<u>29</u>	PATIENT RELATIONS REPRESENTATIVE
9192A	426	<u>92</u>	PATIENT RESOURCES WORKER
5512A	33	<u>24</u>	PHARMACIST
5516A	8	<u>6</u>	PHARMACY SUPERVISOR I

5504A	71	<u>52</u>	PHARMACY TECHNICIAN
4987A	2	<u>1</u>	PHLEBOTOMY SERVICE SUPERVISOR(NON-MEGAFLEX)
4977A	45	<u>35</u>	PHLEBOTOMY TECHNICIAN I
5836A	4	<u>2</u>	PHYSICAL THERAPIST ASSISTANT
5837A	7	<u>6</u>	PHYSICAL THERAPIST I
5839A	8	<u>6</u>	PHYSICAL THERAPIST II
5827A	2	<u>1</u>	PHYSICAL THERAPY CHIEF I
5843A	2	<u>1</u>	PHYSICAL THERAPY SUPERVISOR I
5047A	24	<u>10</u>	PHYSICIAN ASSISTANT
5408M	140	<u>132</u>	PHYSICIAN,POST GRADUATE(1ST YEAR)
5411M	113	<u>105</u>	PHYSICIAN,POST GRADUATE(2ND YEAR)
5411M	109	<u>101</u>	PHYSICIAN,POST GRADUATE(3RD YEAR)
5476A	338	<u>284</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5476F	35	<u>29</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5476N	4	<u>3</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5751A	2	<u>1</u>	PODIATRIST
2594A	3	<u>2</u>	PRINCIPAL INFO SYSTEMS ANALYST
2552A	2	<u>1</u>	PRINCIPAL OPERATING SYSTEMS ANALYST
5801A	2	<u>1</u>	RADIATION THERAPY TECHNOLOGIST
5798A	70	<u>55</u>	RADIOLOGIC TECHNOLOGIST
5133A	513	<u>478</u>	REGISTERED NURSE I
5134A	676	<u>625</u>	REGISTERED NURSE II
5134N	3	<u>1</u>	REGISTERED NURSE II
5135A	483	<u>172</u>	REGISTERED NURSE III

5882A	5	<u>2</u>	REHABILITATION THERAPY TECHNICIAN
5473F	84	<u>74</u>	RELIEF PHYSICIAN
5588A	6	<u>5</u>	RESPIRATORY CARE PRACTITIONER
2095A	3	<u>2</u>	SECRETARY II
2096A	5	<u>4</u>	SECRETARY III
1140A	26	<u>21</u>	SENIOR CLERK
9019A	22	<u>21</u>	SENIOR CLINICAL SOCIAL WORKER
8105A	6	<u>2</u>	SENIOR COMMUNITY HEALTH WORKER
2593A	18	<u>10</u>	SENIOR INFORMATION SYSTEMS ANALYST
2547A	2	<u>1</u>	SENIOR IT TECHNICAL SUPPORT ANALYST
2560A	6	<u>4</u>	SR NETWORK SYSTEMS ADMINISTRATOR
5456A	32	<u>27</u>	SENIOR PHYSICIAN
5589A	54	<u>50</u>	SR RESPIRATORY CARE PRACTITIONER
2103A	2	<u>1</u>	SENIOR SECRETARY IV
5118F	7	<u>4</u>	SENIOR STUDENT WORKER,NURSING
2216A	43	<u>37</u>	SENIOR TYPIST-CLERK
5889A	3	<u>2</u>	SPEECH PATHOLOGIST II
0907A	14	<u>11</u>	STAFF ASSISTANT I
0913A	12	<u>9</u>	STAFF ASSISTANT II
5884A	3	<u>2</u>	SUBSTANCE ABUSE COUNSELOR
5329A	49	<u>10</u>	SUPERVISING CLINIC NURSE I
4903A	43	<u>10</u>	SUPVG CLINICAL LAB SCIENTIST I
4904A	2	<u>1</u>	SUPVG CLINICAL LAB SCIENTIST II
4905A	2	<u>1</u>	SUPVG CLINICAL LAB SCIENTIST III

2184A	5	<u>4</u>	SUPERVISING MEDICAL STENOGRAPHER
9194A	26	<u>21</u>	SUPVG PATIENT FIN SERVICE WORKER I
9195A	40	<u>7</u>	SUPVG PATIENT FIN SERVICE WORKER II
5804A	7	<u>5</u>	SUPVG RADIOLOGIC TECHNOLOGIST I
5810A	3	<u>2</u>	SUPVG RADIOLOGIC TECHNOLOGIST II
5587A	5	<u>4</u>	SUPVG RESPIRATORY CARE PRACTITIONER
5415M	7	<u>5</u>	SUPERVISOR OF RESIDENTS,MD
5111A	52	<u>39</u>	SURGICAL TECHNICIAN
4955A	4	<u>3</u>	TISSUE ANALYSIS TECHNICIAN II

SECTION 23. Section 6.78.060 (Department of Health Services – Los Angeles General Medical Center) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>4767A</u>	<u>4</u>	<u>DENTAL SPECIALIST</u>
<u>4776A</u>	<u>1</u>	<u>DENTAL DIRECTOR I</u>
<u>5773A</u>	<u>2</u>	<u>MEDICAL DOSIMETRIST</u>
<u>8712A</u>	<u>1</u>	<u>SUPERVISING PSYCHOLOGIST</u>

SECTION 24. Section 6.78.060 (Department of Health Services – Los Angeles General Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5092A	45 <u>47</u>	CERTIFIED MEDICAL ASSISTANT
5457A	9 <u>10</u>	CHIEF PHYSICIAN I
5458A	4 <u>5</u>	CHIEF PHYSICIAN II
5513A	32 <u>33</u>	CLINICAL PHARMACIST
5472J	44 <u>10</u>	CONSULTING SPECIALIST,MD(PER SESS)
4746A	3 <u>7</u>	DENTAL ASSISTANT,SPECIAL PROCEDURES
9002A	75 <u>76</u>	MEDICAL CASE WORKER II
5121A	409 <u>114</u>	NURSE PRACTITIONER
5411M	447 <u>118</u>	PHYSICIAN,POST GRADUATE(5TH YEAR)
5411M	44 <u>45</u>	PHYSICIAN,POST GRADUATE(6TH YEAR)
5476A	421 <u>294</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5456A	48 <u>32</u>	SENIOR PHYSICIAN

SECTION 25. Section 6.78.065 (Department of Health Services – Rancho Los Amigos) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5575A</u>	<u>1</u>	<u>RENAL DIALYSIS EQUIPMENT TECHNICIAN</u>

SECTION 26. Section 6.78.065 (Department of Health Services – Rancho Los Amigos)

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

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5590A	4 <u>3</u>	LEAD RESPIRATORY CARE PRACTITIONER

SECTION 27. Section 6.78.070 (Department of Health Services – Olive View-UCLA

Medical Center) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2558A</u>	<u>1</u>	<u>NETWORK SYSTEMS ADMINISTRATOR I</u>
<u>2561A</u>	<u>1</u>	<u>PRINCIPAL NETWORK SYSTEMS ADMIN</u>

SECTION 28. Section 6.78.070 (Department of Health Services – Olive View-UCLA

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

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5472J	32 <u>30</u>	CONSULTING SPECIALIST,MD(PER SESS)
2546A	8 <u>7</u>	IT TECHNICAL SUPPORT ANALYST II
2559A	2 <u>3</u>	NETWORK SYSTEMS ADMINISTRATOR II
5476A	207 <u>209</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5476F	33 <u>32</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
2594A	4 <u>2</u>	PRINCIPAL INFO SYSTEMS ANALYST

2593A	4	<u>5</u>	SENIOR INFORMATION SYSTEMS ANALYST
2547A	9	<u>8</u>	SENIOR IT TECHNICAL SUPPORT ANALYST
2560A	4	<u>2</u>	SR NETWORK SYSTEMS ADMINISTRATOR

SECTION 29. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0927A</u>	<u>2</u>	<u>CREDENTIALING SPECIALIST</u>
<u>0928A</u>	<u>1</u>	<u>MEDICAL STAFF COORDINATOR</u>

SECTION 30. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	82 <u>83</u>	INTERMEDIATE TYPIST-CLERK
5140A	244 <u>247</u>	REGISTERED NURSE II, SHERIFF
2216A	44 <u>42</u>	SENIOR TYPIST-CLERK

SECTION 31. Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5896A</u>	<u>1</u>	<u>AUDIOLOGIST II</u>

<u>5545A</u>	<u>2</u>	<u>CARDIAC ELECTRODIAGNOSTIC TECH I</u>
<u>5465A</u>	<u>1</u>	<u>CHIEF PHYSICIAN I(NO SPECIALTY)</u>
<u>5815A</u>	<u>1</u>	<u>CHIEF RADIOLOGIC TECHNOLOGIST I</u>
<u>5879A</u>	<u>1</u>	<u>CHILD LIFE SPECIALIST</u>
<u>5299A</u>	<u>1</u>	<u>CLINICAL NURSING DIRECTOR II</u>
<u>9013N</u>	<u>1</u>	<u>CLINICAL SOCIAL WORKER</u>
<u>5094N</u>	<u>1</u>	<u>CLINIC LICENSED VOCATIONAL NURSE II</u>
<u>7959A</u>	<u>1</u>	<u>GRAPHIC ARTIST</u>
<u>5591A</u>	<u>1</u>	<u>HEAD RESPIRATORY CARE PRACTITIONER</u>
<u>8082A</u>	<u>1</u>	<u>HOSPITAL ADMINISTRATOR I(UC)</u>
<u>2565A</u>	<u>1</u>	<u>INFORMATION TECHNOLOGY MANAGER I</u>
<u>1254A</u>	<u>1</u>	<u>INTERMEDIATE CASHIER</u>
<u>4902A</u>	<u>1</u>	<u>LABORATORY QUALITY CONTROL COORD</u>
<u>4899A</u>	<u>1</u>	<u>MED TECHNOLOGIST,LAB INFO SYSTEMS</u>
<u>6805A</u>	<u>1</u>	<u>MANAGER,AREA CUSTODIAL OPERATIONS</u>
<u>3571A</u>	<u>1</u>	<u>MEDICAL ELECTRONICS EQUIPMENT SPEC</u>
<u>5803A</u>	<u>2</u>	<u>NUCLEAR MEDICINE TECHNOLOGIST II</u>
<u>5121F</u>	<u>5</u>	<u>NURSE PRACTITIONER</u>
<u>5856A</u>	<u>1</u>	<u>OCCUPATIONAL THERAPIST I</u>
<u>5858A</u>	<u>1</u>	<u>OCCUPATIONAL THERAPY ASSISTANT</u>
<u>5859A</u>	<u>1</u>	<u>OCCUPATIONAL THERAPY SUPERVISOR I</u>
<u>5595A</u>	<u>2</u>	<u>ORTHOPEDIC TECHNICIAN</u>
<u>5612A</u>	<u>1</u>	<u>ORTHOPTIC TECHNICIAN</u>
<u>4986A</u>	<u>1</u>	<u>PHLEBOTOMY SERVICE SUPERVISOR</u>

<u>9189A</u>	<u>1</u>	<u>PATIENT FINANCIAL SERVS CONT WKR</u>
<u>5476F</u>	<u>6</u>	<u>PHYSICIAN SPECIALIST(NON MEGAFLEX)</u>
<u>5047N</u>	<u>1</u>	<u>PHYSICIAN ASSISTANT</u>
<u>5827A</u>	<u>1</u>	<u>PHYSICAL THERAPY CHIEF I</u>
<u>5843A</u>	<u>1</u>	<u>PHYSICAL THERAPY SUPERVISOR I</u>
<u>5215A</u>	<u>1</u>	<u>NURSE TRAINING CONSULTANT</u>
<u>5408M</u>	<u>8</u>	<u>PHYSICIAN,POST GRADUATE(1ST YEAR)</u>
<u>5411M</u>	<u>8</u>	<u>PHYSICIAN,POST GRADUATE(2ND YEAR)</u>
<u>5411M</u>	<u>8</u>	<u>PHYSICIAN,POST GRADUATE(3RD YEAR)</u>
<u>2526A</u>	<u>1</u>	<u>PRINCIPAL APPLICATION DEVELOPER</u>
<u>2594A</u>	<u>1</u>	<u>PRINCIPAL INFO SYSTEMS ANALYST</u>
<u>2552A</u>	<u>1</u>	<u>PRINCIPAL OPERATING SYSTEMS ANALYST</u>
<u>5801A</u>	<u>1</u>	<u>RADIATION THERAPY TECHNOLOGIST</u>
<u>2547A</u>	<u>1</u>	<u>SENIOR IT TECHNICAL SUPPORT ANALYST</u>
<u>1599A</u>	<u>1</u>	<u>SENIOR PUBLIC INFORMATION ASSISTANT</u>
<u>5589A</u>	<u>1</u>	<u>SR RESPIRATORY CARE PRACTITIONER</u>
<u>5597A</u>	<u>1</u>	<u>SENIOR ORTHOPEDIC TECHNICIAN</u>
<u>5051A</u>	<u>1</u>	<u>SENIOR PHYSICIAN ASSISTANT</u>
<u>5415M</u>	<u>2</u>	<u>SUPERVISOR OF RESIDENTS,MD</u>
<u>2184A</u>	<u>1</u>	<u>SUPERVISING MEDICAL STENOGRAPHER</u>
<u>4955A</u>	<u>1</u>	<u>TISSUE ANALYSIS TECHNICIAN II</u>

SECTION 32. Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0889A	4 <u>6</u>	ADMINISTRATIVE ASSISTANT III
8038A	4 <u>2</u>	ASSISTANT HOSPITAL ADMINISTRATOR I
8041A	6 <u>7</u>	ASSISTANT HOSPITAL ADMINISTRATOR II
8042A	4 <u>2</u>	ASST HOSPITAL ADMINISTRATOR III
5295A	4 <u>5</u>	ASST NURSING DIR,ADMINISTRATION
8073A	4 <u>2</u>	ASSOCIATE HOSPITAL ADMINISTRATOR I
5547A	4 <u>2</u>	CARDIAC ELECTRODIAGNOSTIC TECH III
1253A	7 <u>8</u>	CASHIER
5092A	282 <u>323</u>	CERTIFIED MEDICAL ASSISTANT
5457A	7 <u>11</u>	CHIEF PHYSICIAN I
5064A	42 <u>13</u>	CLINIC DRIVER
5090A	483 <u>251</u>	CLINIC LICENSED VOCATIONAL NURSE I
5090N	4 <u>3</u>	CLINIC LICENSED VOCATIONAL NURSE I
5094A	4 <u>2</u>	CLINIC LICENSED VOCATIONAL NURSE II
5088A	2 <u>8</u>	CLINIC NURSING ATTENDANT II
5468J	4 <u>3</u>	CLINIC PHYSICIAN,MD(PER SESSION)
4895A	39 <u>58</u>	CLINICAL LABORATORY SCIENTIST I
4896A	8 <u>12</u>	CLINICAL LABORATORY SCIENTIST II
5513A	3 <u>7</u>	CLINICAL PHARMACIST

8697A	4	<u>2</u>	CLINICAL PSYCHOLOGIST II
9014A	15	<u>18</u>	CLINICAL SOCIAL WORK SUPERVISOR I
9013A	8	<u>9</u>	CLINICAL SOCIAL WORKER
8103A	23	<u>25</u>	COMMUNITY HEALTH WORKER
8103N	2	<u>3</u>	COMMUNITY HEALTH WORKER
5472J	18	<u>19</u>	CONSULTING SPECIALIST,MD(PER SESS)
0927A	6	<u>7</u>	CREDENTIALING SPECIALIST
6774A	49	<u>85</u>	CUSTODIAN
6778A	5	<u>8</u>	CUSTODIAN SUPERVISOR
6776A	4	<u>2</u>	CUSTODIAN WORKING SUPERVISOR
4745A	2	<u>7</u>	DENTAL ASSISTANT
5794A	22	<u>31</u>	DIAGNOSTIC ULTRASOUND TECHNICIAN
4846A	24	<u>22</u>	HEALTH EDUCATION ASSISTANT
1416A	64	<u>79</u>	HEALTH INFORMATION ASSOCIATE
1409A	4	<u>2</u>	HEALTH INFO MANAGEMENT SUPERVISOR
1418A	6	<u>7</u>	HEALTH INFO SENIOR TECHNICIAN
1153A	40	<u>17</u>	HEALTHCARE INTERPRETER
1417A	7	<u>11</u>	HEALTH INFORMATION TECHNICIAN
2591A	16	<u>19</u>	INFORMATION SYSTEMS ANALYST II
2571A	4	<u>2</u>	INFORMATION TECHNOLOGY MANAGER II
2598A	4	<u>3</u>	INFORMATION TECHNOLOGY SUPERVISOR
2546A	4	<u>5</u>	IT TECHNICAL SUPPORT ANALYST II
1138A	54	<u>67</u>	INTERMEDIATE CLERK
1176A	2	<u>4</u>	INTERMEDIATE SUPERVISING CLERK

2214A	295	<u>324</u>	INTERMEDIATE TYPIST-CLERK
2214N	4	<u>2</u>	INTERMEDIATE TYPIST-CLERK
2109A	4	<u>2</u>	MANAGEMENT SECRETARY III
9002A	43	<u>54</u>	MEDICAL CASE WORKER II
9002N	2	<u>4</u>	MEDICAL CASE WORKER II
5463A	4	<u>2</u>	MEDICAL DIRECTOR I
2135A	2	<u>3</u>	MEDICAL SECRETARY
2209A	6	<u>7</u>	MEDICAL TRANSCRIBER TYPIST
2559A	4	<u>6</u>	NETWORK SYSTEMS ADMINISTRATOR II
5286A	40	<u>14</u>	NURSE MANAGER
5121A	442	<u>134</u>	NURSE PRACTITIONER
5121N	3	<u>7</u>	NURSE PRACTITIONER
5214A	6	<u>10</u>	NURSING INSTRUCTOR
5857A	4	<u>5</u>	OCCUPATIONAL THERAPIST II
5608A	6	<u>13</u>	OPHTHALMOLOGY TECHNICIAN
5611A	6	<u>7</u>	OPTOMETRIST
9193A	45	<u>24</u>	PATIENT FINANCIAL SERVS WORKER
9197A	73	<u>89</u>	PATIENT RELATIONS REPRESENTATIVE
9192A	181	<u>215</u>	PATIENT RESOURCES WORKER
5512A	63	<u>72</u>	PHARMACIST
5529A	6	<u>7</u>	PHARMACY SERVICES CHIEF II
5516A	4	<u>6</u>	PHARMACY SUPERVISOR I
5504A	79	<u>98</u>	PHARMACY TECHNICIAN
4977A	48	<u>58</u>	PHLEBOTOMY TECHNICIAN I

4981A	7	<u>9</u>	PHLEBOTOMY TECHNICIAN II
5837A	4	<u>5</u>	PHYSICAL THERAPIST I
5839A	4	<u>6</u>	PHYSICAL THERAPIST II
5836A	4	<u>3</u>	PHYSICAL THERAPIST ASSISTANT
5047A	4	<u>15</u>	PHYSICIAN ASSISTANT
5476A	167	<u>221</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5476N	2	<u>3</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5751A	5	<u>6</u>	PODIATRIST
0978A	3	<u>4</u>	PROGRAM MANAGER II
5798A	44	<u>59</u>	RADIOLOGIC TECHNOLOGIST
5133A	404	<u>136</u>	REGISTERED NURSE I
5133N	4	<u>3</u>	REGISTERED NURSE I
5134A	409	<u>160</u>	REGISTERED NURSE II
5134N	4	<u>6</u>	REGISTERED NURSE II
5135A	93	<u>105</u>	REGISTERED NURSE III
5882A	4	<u>4</u>	REHABILITATION THERAPY TECHNICIAN
5473F	49	<u>29</u>	RELIEF PHYSICIAN
5588A	7	<u>8</u>	RESPIRATORY CARE PRACTITIONER
2095A	2	<u>3</u>	SECRETARY II
2096A	7	<u>8</u>	SECRETARY III
2525A	4	<u>2</u>	SENIOR APPLICATION DEVELOPER
1140A	6	<u>11</u>	SENIOR CLERK
9019A	14	<u>15</u>	SENIOR CLINICAL SOCIAL WORKER
9019N	2	<u>3</u>	SENIOR CLINICAL SOCIAL WORKER

8105A	27	<u>31</u>	SENIOR COMMUNITY HEALTH WORKER
2593A	6	<u>14</u>	SENIOR INFORMATION SYSTEMS ANALYST
2560A	4	<u>3</u>	SR NETWORK SYSTEMS ADMINISTRATOR
5456A	33	<u>38</u>	SENIOR PHYSICIAN
2101A	4	<u>5</u>	SENIOR SECRETARY II
2103A	2	<u>3</u>	SENIOR SECRETARY IV
5118F	40	<u>13</u>	SENIOR STUDENT WORKER,NURSING
2216A	29	<u>36</u>	SENIOR TYPIST-CLERK
5889A	4	<u>2</u>	SPEECH PATHOLOGIST II
0907A	8	<u>11</u>	STAFF ASSISTANT I
0913A	40	<u>13</u>	STAFF ASSISTANT II
5884A	8	<u>9</u>	SUBSTANCE ABUSE COUNSELOR
5329A	44	<u>53</u>	SUPERVISING CLINIC NURSE I
4903A	4	<u>4</u>	SUPVG CLINICAL LAB SCIENTIST I
4904A	3	<u>4</u>	SUPVG CLINICAL LAB SCIENTIST II
4905A	2	<u>3</u>	SUPVG CLINICAL LAB SCIENTIST III
9194A	33	<u>38</u>	SUPVG PATIENT FIN SERVICE WORKER I
9195A	9	<u>12</u>	SUPVG PATIENT FIN SERVICE WORKER II
5804A	5	<u>7</u>	SUPVG RADIOLOGIC TECHNOLOGIST I
5810A	3	<u>4</u>	SUPVG RADIOLOGIC TECHNOLOGIST II
5587A	4	<u>2</u>	SUPVG RESPIRATORY CARE PRACTITIONER
5111A	8	<u>21</u>	SURGICAL TECHNICIAN

SECTION 33. Section 6.78.100 (Department of Health Services – Community Programs)

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

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5094A</u>	<u>8</u>	<u>CLINIC LICENSED VOCATIONAL NURSE II</u>
<u>4731A</u>	<u>1</u>	<u>HEALTH PROGRAM ANALYST III</u>
<u>5856A</u>	<u>8</u>	<u>OCCUPATIONAL THERAPIST I</u>
<u>5823A</u>	<u>1</u>	<u>OCCUPATIONAL THERAPY CHIEF I</u>
<u>5859A</u>	<u>1</u>	<u>OCCUPATIONAL THERAPY SUPERVISOR I</u>
<u>1764A</u>	<u>1</u>	<u>SENIOR DATA SCIENTIST</u>

SECTION 34. Section 6.78.100 (Department of Health Services – Community Programs)

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

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4595A	55 <u>63</u>	ASSISTANT STAFF ANALYST,HLTH SERV
5286A	4 <u>2</u>	NURSE MANAGER
5121A	7 <u>9</u>	NURSE PRACTITIONER
9197A	5 <u>7</u>	PATIENT RELATIONS REPRESENTATIVE
5133A	6 <u>8</u>	REGISTERED NURSE I
5134A	32 <u>35</u>	REGISTERED NURSE II
4594A	25 <u>32</u>	SENIOR STAFF ANALYST,HEALTH
4593A	84 <u>92</u>	STAFF ANALYST,HEALTH
0907A	20 <u>22</u>	STAFF ASSISTANT I
5329A	2 <u>3</u>	SUPERVISING CLINIC NURSE I

SECTION 35. Section 6.80.010 (Department of Human Resources) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1912A	73 <u>74</u>	HUMAN RESOURCES ANALYST III
1913A	83 <u>84</u>	HUMAN RESOURCES ANALYST IV

SECTION 36. Section 6.81.010 (Internal Services Department) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1080A	4 <u>2</u>	ADMINISTRATIVE MANAGER XI,ISD

SECTION 37. Section 6.86.010 (Department of Mental Health) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>8695M</u>	<u>9</u>	<u>CLINICAL PSYCHOLOGIST I</u>
<u>8712N</u>	<u>1</u>	<u>SUPERVISING PSYCHOLOGIST</u>

SECTION 38. Section 6.86.010 (Department of Mental Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8705J	46 <u>7</u>	ASST BEHAVIORAL SCIENCES CONSULTANT
8697A	294 <u>293</u>	CLINICAL PSYCHOLOGIST II

8103A	751	<u>761</u>	COMMUNITY HEALTH WORKER
4727A	80	<u>94</u>	HEALTH PROGRAM ANALYST I
4729A	96	<u>104</u>	HEALTH PROGRAM ANALYST II
4731A	34	<u>37</u>	HEALTH PROGRAM ANALYST III
9002A	434	<u>441</u>	MEDICAL CASE WORKER II
9038A	353	<u>354</u>	MENTAL HEALTH CLINICAL SUPERVISOR
5278A	207	<u>212</u>	MENTAL HEALTH COUNSELOR,RN
4740A	43	<u>45</u>	MENTAL HLTH PROGRAM MANAGER I
8148A	47	<u>46</u>	MENTAL HEALTH SERVICES COORD I
8149A	54	<u>49</u>	MENTAL HEALTH SERVICES COORD II
9035A	1493	<u>1494</u>	PSYCHIATRIC SOCIAL WORKER II
2216A	143	<u>144</u>	SENIOR TYPIST-CLERK
4593A	16	<u>17</u>	STAFF ANALYST,HEALTH
8106A	33	<u>34</u>	SUPERVISING COMMUNITY HEALTH WORKER

SECTION 39. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2947F</u>	<u>100</u>	<u>LAKE LIFEGUARD CANDIDATE</u>
<u>2963F</u>	<u>300</u>	<u>POOL LIFEGUARD CANDIDATE</u>

SECTION 40. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9333F	231 <u>302</u>	PARK AIDE, NC
8796H	621 <u>822</u>	RECREATION SERVICES LEADER

SECTION 41. Section 6.100.010 (Probation Department – Support Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8633A	4	BUREAU CHIEF, PROBATION

SECTION 42. Section 6.100.010 (Probation Department – Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE	
1002A	43 <u>44</u>	ADMINISTRATIVE SERVICES MANAGER I	
1881A	11	<u>13</u>	DEPARTMENTAL CIVIL SERVICE REP
1848A	30 <u>32</u>	MANAGEMENT ANALYST	
1843A	46 <u>17</u>	SENIOR DEPARTMENTAL PERSONNEL ASST	

SECTION 43. Section 6.100.015 (Probation Department – Special Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8633A	2	BUREAU CHIEF, PROBATION

SECTION 44. Section 6.100.017 (Probation Department – Juvenile Institution Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8633A	3	BUREAU CHIEF, PROBATION

SECTION 45. Section 6.100.017 (Probation Department – Juvenile Institution Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8607A	33 <u>32</u>	DEPUTY PROBATION OFFICER II, FIELD
8609A	253 <u>252</u>	DEP PROB OFF II (RES TREAT/DET SVCS)
8655A	603 <u>587</u>	DETENTION SERVICES OFFICER
8618A	392 <u>372</u>	GROUP SUPERVISOR, NIGHTS, PROBATION
8657A	446 <u>141</u>	SENIOR DETENTION SERVICES OFFICER

SECTION 46. Section 6.100.018 (Probation Department – Field Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8633A	4	BUREAU CHIEF, PROBATION

SECTION 47. Section 6.102.010 (Justice, Care and Opportunities Department) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1007A	4	ADMINISTRATIVE SERVICES DIV MGR
2521A	4	APPLICATION DEVELOPER II

SECTION 48. Section 6.102.010 (Justice, Care and Opportunities Department) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2620A</u>	<u>1</u>	<u>DATABASE ADMINISTRATOR</u>
<u>2216A</u>	<u>1</u>	<u>SENIOR TYPIST-CLERK</u>

SECTION 49. Section 6.102.010 (Justice, Care and Opportunities Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	42 <u>9</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	7 <u>5</u>	ADMINISTRATIVE SERVICES MANAGER II

4541A	4	<u>6</u>	HEALTH PROGRAM MANAGER I
3060A	8	<u>9</u>	JUSTICE PROGRAM ANALYST
3061A	4	<u>5</u>	JUSTICE PROGRAM SR ANALYST
1848A	5	<u>6</u>	MANAGEMENT ANALYST

SECTION 50. Section 6.104.010 (Public Defender - Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE	
9248A	240	<u>238</u>	DEPUTY PUBLIC DEFENDER II
9251A	333	<u>335</u>	DEPUTY PUBLIC DEFENDER III

SECTION 51. Section 6.106.010 (LA County Library) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9037A</u>	<u>1</u>	<u>PSYCHIATRIC SOCIAL WORK CONSULTANT</u>
<u>2746F</u>	<u>2</u>	<u>SAFETY AND SECURITY SPECIALIST</u>

SECTION 52. Section 6.106.010 (LA County Library) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE	
1002A	46	<u>19</u>	ADMINISTRATIVE SERVICES MANAGER I
8335A	46	<u>45</u>	LIBRARIAN II

8336A	42	<u>43</u>	LIBRARIAN III
9325F	516	<u>470</u>	LIBRARY PAGE,NC
2101A	7	<u>6</u>	SENIOR SECRETARY II

SECTION 53. Section 6.108.010 (Department of Public Social Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1007A	6	<u>7</u> ADMINISTRATIVE SERVICES DIV MGR
1002A	154	<u>161</u> ADMINISTRATIVE SERVICES MANAGER I
1003A	51	<u>52</u> ADMINISTRATIVE SERVICES MANAGER II
1004A	26	<u>27</u> ADMINISTRATIVE SERVICES MANAGER III
8013A	6	<u>7</u> ASST DIR OF PUBLIC SOCIAL SERVS(UC)
4112A	4	<u>2</u> DEPARTMENTAL FACILITIES PLANNER II
1842A	20	<u>21</u> DEPARTMENTAL PERSONNEL ASSISTANT
8014A	44	<u>16</u> DIVISION CHIEF,PSS
8021A	303	<u>304</u> HUMAN SERVICES ADMINISTRATOR I
2571A	4	<u>5</u> INFORMATION TECHNOLOGY MANAGER II
2214A	1837	<u>1773</u> INTERMEDIATE TYPIST-CLERK
1848A	122	<u>138</u> MANAGEMENT ANALYST
2110A	7	<u>8</u> MANAGEMENT SECRETARY IV
4104A	2	<u>4</u> PRINCIPAL FACILITIES PLANNING ASST
1140A	245	<u>261</u> SENIOR CLERK
2593A	39	<u>40</u> SENIOR INFORMATION SYSTEMS ANALYST
2593N	4	<u>3</u> SENIOR INFORMATION SYSTEMS ANALYST

2101A	34	<u>36</u>	SENIOR SECRETARY II
2102A	6	<u>7</u>	SENIOR SECRETARY III
2103A	22	<u>27</u>	SENIOR SECRETARY IV
0913A	25	<u>29</u>	STAFF ASSISTANT II

SECTION 54. Section 6.109.010 (Department of Public Works) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE	
3608A	24	<u>27</u>	ENGINEERING AID III
6051A	80	<u>83</u>	HEAVY TRUCK DRIVER
7374A	54	<u>57</u>	POWER EQUIPMENT OPERATOR
5922A	69	<u>75</u>	PUBLIC WORKS LABORER
5923A	347	<u>353</u>	PUBLIC WORKS MAINTENANCE WORKER
5948A	33	<u>36</u>	ROAD MAINTENANCE SUPERVISOR

SECTION 55. Section 6.112.010 (Department of Regional Planning) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE	
4431A	40	<u>41</u>	SENIOR REGIONAL PLANNER

SECTION 56. Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended

to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1019A</u>	<u>1</u>	<u>ADMINISTRATIVE SERVICES DIV MGR(UC)</u>

SECTION 57. Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended

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

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1003A	40 <u>9</u>	ADMINISTRATIVE SERVICES MANAGER II
9312H	635 <u>535</u>	ELECTION ASSISTANT I,NC
9313H	559 <u>659</u>	ELECTION ASSISTANT II,NC
2214A	252 <u>251</u>	INTERMEDIATE TYPIST-CLERK

SECTION 58. Section 6.120.010 (Sheriff - Administration) is hereby amended to change

the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0643A	46 <u>17</u>	ACCOUNTING TECHNICIAN II
2708A	427 <u>126</u>	DEPUTY SHERIFF
2344A	5 <u>4</u>	PROCUREMENT ASSISTANT I

SECTION 59. Section 6.120.013 (Sheriff – Detective Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	568 <u>569</u>	DEPUTY SHERIFF
1230A	5 <u>6</u>	OPERATIONS ASSISTANT III, SHERIFF

SECTION 60. Section 6.120.016 (Sheriff – County Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2745A	46 <u>45</u>	LAW ENFORCEMENT TECHNICIAN
1134A	4 <u>2</u>	SUPERVISING SHERIFF STATION CLERK

SECTION 61. Section 6.120.018 (Sheriff – Patrol Clearing Account) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1230A	9 <u>8</u>	OPERATIONS ASSISTANT III, SHERIFF

SECTION 62. Section 6.123.010 (Department of Youth Development) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0648A</u>	<u>3</u>	<u>ACCOUNTANT III</u>

<u>0657A</u>	<u>1</u>	<u>ACCOUNTING OFFICER II</u>
<u>1002A</u>	<u>7</u>	<u>ADMINISTRATIVE SERVICES MANAGER I</u>
<u>2521A</u>	<u>1</u>	<u>APPLICATION DEVELOPER II</u>
<u>2598A</u>	<u>1</u>	<u>INFORMATION TECHNOLOGY SUPERVISOR</u>
<u>2546A</u>	<u>1</u>	<u>IT TECHNICAL SUPPORT ANALYST II</u>
<u>1848A</u>	<u>3</u>	<u>MANAGEMENT ANALYST</u>
<u>2593A</u>	<u>1</u>	<u>SENIOR INFORMATION SYSTEMS ANALYST</u>

SECTION 63. Section 6.123.010 (Department of Youth Development) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1003A	4 <u>3</u>	ADMINISTRATIVE SERVICES MANAGER II
8298A	8 <u>15</u>	YOUTH DEVELOPMENT AMBASSADOR
8299A	25 <u>33</u>	YOUTH DEVELOPMENT SPECIALIST
8302A	6 <u>8</u>	YOUTH DEVELOPMENT SUPERVISOR

SECTION 64. Section 6.126.010 (Treasurer and Tax Collector) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0557A	34 <u>30</u>	ACCOUNT CLERK I
0578A	22 <u>21</u>	ACCOUNT CLERK II

SECTION 65. Pursuant to Government Code section 25123(f), this ordinance shall take effect immediately upon final passage.

[FY2425FINALCHANGBUDGASCEO]

DRAFT

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	8/14/2024	
BOARD MEETING DATE	9/10/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Internal Services Department (ISD)	
SUBJECT	REQUEST FOR APPROVAL TO AWARD AND EXECUTE ONE CONTRACT FOR MAIL SERVICES	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: N/A	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	N/A – Current contract expires October 12, 2024 (but has an additional six month-to-month extensions)	
COST & FUNDING	Total cost: The annual contract cost is \$345K and an aggregate contract cost of approximately \$1.38 million for the initial 4-year term.	Funding source: The funding for the contracted services is included in ISD's Fiscal Year 2024-25 Recommended Budget and sufficient appropriation will be requested in future years.
	TERMS (if applicable): Initial term of four years with three additional two-year periods and six (6) month-to-month extensions.	
	Explanation: ISD will exercise the renewal options and month-to-month extensions in accordance with the contract, as required.	
PURPOSE OF REQUEST	Approval of recommendation number one and two will allow ISD to award a replacement mail services contract to meet the immediate and continued need for such services and find that the contract is cost effective; Approval of recommendation number three will allow ISD to effectively manage the contract through its term; Approval of recommendation number four will allow ISD to approve Cost of Living Adjustments (COLA).	
BACKGROUND (include internal/external issues that may exist including any related motions)	ISD currently contracts for mail processing services for County departments through a contract that expires October 12, 2024 (not including the last six month-to-month extensions). The contracted services include mail metering, barcoding, as-needed drivers, and mail consulting services. The Contractor will be required to process and supply all labor, supervision, state of the art mail metering and barcoding equipment, supplies, reports on volume, and mail type for all outgoing USPS mail. The recommended actions will ensure that mail processing services continue with no lapse in service.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: In an effort to incorporate best contracting practices and lessons learned from our Equity in County Contracting work, ISD took proactive steps to assist this contractor financially by setting up an holding account to pay for the postage fees.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Christie Carr, Contract Manager, 323-267-3101, ccarr@isd.lacounty.gov	

BOARD LETTER



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue

Los Angeles, California 90063

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

MICHEAL OWH
Director

Speed. Reliability. Value.

September 10, 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:

**REQUEST FOR APPROVAL AND AWARD OF MAIL PROCESSING SERVICES
CONTRACT
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request approval to award and execute a contract with Exela Technologies to provide Countywide mail processing services, including mail metering, barcoding, as-needed drivers and mail consulting services.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that mail processing services can be more economically performed by an independent contractor than by County employees.
2. Approve and instruct the Chair to sign the attached contract with Exela Technologies (Attachment 1) to provide mail processing services effective October 13, 2024, for a period of 4 years, with 3 2-year renewal options and 6 month-to-month extensions for a maximum total contract term of 10 years and 6 months, for an estimated annual cost of approximately \$345,000 and an aggregate of approximately \$1.38 million, for the initial 4-year term.
3. Authorize the Director of Internal Services Department (ISD), or their designee, to exercise the renewal options and month-to-month extensions in accordance with the attached contract, approve necessary changes to scope of services, and execute applicable contract amendments should the original contracting entities merge, be acquired, or otherwise have a change of entity.
4. Authorize the Director of ISD, or their designee, to increase the contract amount up to an additional 10% to allow for any possible Cost of Living Adjustments

(COLA) during the renewal option years in accordance with County policy and terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

ISD currently contracts for mail processing services for County departments through a contract that expires October 12, 2024 (not including the last six month-to-month extensions). The contracted services include mail metering, barcoding, as-needed drivers, and mail consulting services. The Contractor will be required to process and supply all labor, supervision, state of the art mail metering and barcoding equipment, supplies, reports on volume, and mail type for all outgoing USPS mail. The recommended actions will ensure that mail processing services continue with no lapse in service. The recommended contractor is Exela Technologies.

Approval of recommendation number one and two will allow ISD to award the mail services contract to meet the immediate and continued need for such services and find that the contract is cost effective.

Approval of recommendation number three will allow ISD to effectively manage the contract through its terms. To meet the operational needs of ISD's client departments, there may be occasions during the term of the contract when the scope of services must be changed. Approval of this recommendation will also provide ISD with the ability to effectively manage these situations.

Approval of recommendation number four will allow ISD to approve COLAs in accordance with County policy and terms of the contract, if requested by the Contractor.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended contract supports the County's Strategic Plan, Goal North Star 3 A (Communication and Public Access) by providing increased transparency and accessibility to government services, communication and driving efficient public services by providing organized and responsive mail services Countywide, as well as reduced postal costs for the County.

FISCAL IMPACT/FINANCING

The estimated annual cost for the recommended contract, exclusive of postal fee recovery, is \$345,000. Sufficient appropriation for the recommended contract is included in ISD's Fiscal Year 2024-25 Recommended Budget and sufficient appropriation will be

requested in future years. Expenditures will be offset through billings to County departments.

The contract rates are fixed for the initial four-year term of the contract. The contract allows for a COLA Adjustment increase during the option years only, if the option years are exercised by the County. The COLA language in the contract complies with your Board's directive that COLA's for Living Wage contracts be limited to only the non-labor costs associated with the contract unless the Contractor can demonstrate an increase in labor cost.

Pursuant to Board Policy 5.030 (Low-Cost Labor Resource Program), departments are required to consider low-cost County resource options in lieu of, or as supplements to any future contracts, which include outreach to various departments with low-cost labor programs that could potentially provide similar services. To this end, ISD took into consideration other low-cost resource options as required by the Policy and found that the low-cost labor resource providers/programs were not available. As such, it has been determined that services can be more economically performed by the recommended contractor.

ISD conducted Prop A cost analysis to ensure that the contract is cost effective, a summary of which is attached (Attachment 2). Based on the Prop A cost analyses, the proposed contract will provide an average cost savings of 40.81% to the County during the initial contract term.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contract includes the County's standard terms and conditions which have been approved as to form by County Counsel. The contract contains all of the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs as well as qualified GAIN/START participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program.

The as-needed driver services are authorized under California Government Code Section 31000.4. All other contracted services are authorized under County Code 2.121 and are subject to the Living Wage Program (Los Angeles County Code Chapter 2.201). The contractor will pay an hourly rate of no less than \$18.86 per hour from October 13, 2024, to December 31, 2024, and will pay the applicable Living Wage rate effective January 1, 2025, and thereafter.

CONTRACTING PROCESS

On February 5, 2024, ISD released a Request for Proposals (RFP) for Mail Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" website (Attachment 3). Notice of the RFP was sent by electronic mail to 191 registered vendors in the County. In addition, the contracting opportunity was advertised in the following publications: Los Angeles Daily Journal (hyper-local), East Los Angeles Tribune (hyper-local), and the Los Angeles Sentinel (ethnic) in the geographical locations where services are provided. To increase opportunities for Preference Program Enterprises, ISD also regularly participates in outreach efforts such as vendor fairs with the Department of Economic Opportunity and other County departments during which this RFP was advertised.

The mandatory proposer's conference was held on February 21, 2024, with five firms in attendance. As a result of the competitive RFP, on March 20, 2024, one proposal was received. The proposal was reviewed for responsiveness, compliance with the minimum requirements stated in the RFP, and evaluated. The proposal met the minimum requirements and therefore is recommended for award. There were no protests resulting from this solicitation.

As indicated, Proposition A cost analysis was conducted, and it has been determined that the recommended contract meet Proposition A cost effectiveness criteria.

A summary of Community Business Enterprise Program information for the recommended contractor is attached (Attachment 4). On final analysis and consideration of the award, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended contract will allow the County to continue to provide quality mail processing services to County departments throughout the County of Los Angeles and will ensure continued cost savings for the County with no disruption in service.

CONCLUSION

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

The Honorable Board of Supervisors
September 10, 2024
Page 5

Respectfully submitted,

MICHAEL OWH
Director

MO:LG:CC:nv

Attachments

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

BOARD LETTER ATTACHMENTS (4)

- 1. Contract * Not Attached**
- 2. Proposition A Cost Analysis**
- 3. Solicitation Posting on “Doing Business with US” website**
- 4. Proposer’s Organization Questionnaire/
Affidavit and Community Business Enterprise
(CBE) Information**

INTERNAL SERVICES DEPARTMENT
 PROP A COST ANALYSIS
 MAIL SERVICES
 FY 2024-2025

CONTRACT COSTS				COUNTY COSTS											
SERVICES:				SERVICES:											
ENVELOPE & PARCEL SERVICES	PRICE PER ENVELOPE	TOTAL PROJECTED QUANTITY ⁵	TOTAL COST	ITEM NO	CLASSIFICATION	PROPOSED COUNTY STAFFING ¹	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
							FY 24-25 SALARIES (OCT-JUN) ^{2,3}	FY 25-26 ANNUAL SALARIES ³	FY 26-27 ANNUAL SALARIES ³	FY 27-28 ANNUAL SALARIES ³	FY 28-29 SALARIES (JUL-OCT) ³	BASE CONTRACT TOTAL SALARIES sum((a)-(e))	TOP STEP VARIANCE (f) x 95.4748% ⁴	EMPLOYEE BENEFITS (g) x 49.834% ⁵	TOTAL ANNUAL SALARIES (g) + (h)
Metering	\$0.1619	8,142,236	\$1,317,903.38	2216	SENIOR TYPIST CLERK	2.0	\$44,227.80	\$62,439.24	\$62,439.24	\$62,439.24	\$18,211.45	\$249,756.96	\$238,454.96	\$118,831.64	\$357,286.60
Bar Coding	\$0.0098	6,520,730	\$63,823.93	913	STAFF ASSISTANT II	1.0	\$60,483.71	\$85,388.76	\$85,388.76	\$85,388.76	\$24,905.06	\$341,555.04	\$326,098.99	\$162,508.17	\$488,607.16
Total			\$1,381,727.30	1002	ADMINISTRATIVE SERVICES MANAGER I	1.0	\$85,629.00	\$120,888.00	\$120,888.00	\$120,888.00	\$35,259.00	\$483,552.00	\$461,670.30	\$230,068.78	\$691,739.08
				1137	OFFICE SUPPORT ASSISTANT	2.0	\$33,236.53	\$46,922.16	\$46,922.16	\$46,922.16	\$13,685.63	\$187,688.64	\$179,195.35	\$89,300.21	\$268,495.57
				1136	CLERK	1.0	\$27,822.80	\$39,279.24	\$39,279.24	\$39,279.24	\$11,456.45	\$157,116.96	\$150,007.10	\$74,754.54	\$224,761.64
ANNUAL LABOR COSTS:															\$2,030,890.06
ANNUAL SERVICES AND SUPPLIES COSTS:⁶															\$303,324.00
ANNUAL INDIRECT COSTS:⁷															\$0.00
TOTAL ANNUAL COSTS															\$2,334,214.06

TOTAL ESTIMATED AVOIDABLE COSTS: \$2,334,214.06

TOTAL CONTRACT PRICE: \$1,381,727.30

ESTIMATED SAVINGS FROM CONTRACTING: \$952,486.75

SAVINGS PERCENTAGE: 40.81%

NOTES:

- (1) We used the manager's input to calculate the estimated cost required to provide equivalent levels of service. We assumed two Senior Typist Clerks, two Office Support Assistants and one Clerk, one Staff Assistant II (for billing & admin duties), and one Administrative Services Manager I are required to perform equivalent levels of service if the work is to be performed by County staff.
- (2) Monthly Salary rates based on DHR Class and Salary Listings as of January 2024. Assuming the contract will be effective October 13, 2024.
- (3) Salary calculations for County employees reflect COLA salary increase 3.25% effective 10/1/24.
- (4) County Top Step Variance Factor FY 2023-24 provided by the Auditor-Controller.
- (5) ISD used the Auditor-Controller FY 2023-24 budgeted employee benefit rate of 60.525% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability from the rate to arrive at an employee benefit rate of 49.834% (60.525%-3.964%-0.016%-6.029%-0.682%=49.834%). These amounts were deducted because they are not avoidable costs to the County.
- (6) ISD estimates that County costs associated with Services and Supplies (S&S) would be equivalent to the contractors' costs.
- (7) County would not incur incremental indirect costs because they are absorbed by existing County resources.
- (8) Total projected quantity is based on previous four year actual billing.
- (9) Assuming a productivity rate of 70% with the original 3 employees, and we are looking to maintain 100% productivity, here's the calculation:
 1.3 employees*70%=2.1 effective employees
 3 employees*70%=2.1 effective employees
 2.To determine how many additional employees are required to reach full productivity (100%):
 -2.1 full-time employees working at full productivity.
 -To achieve the productivity of 3 full-time employees, we need to make up the deficit.
 -The deficit is 3-2.1=0.9 employees
 3.Calculate the number of employees needed to cover the deficit when each additional employee also works at 70% productivity:
 -Required additional employees=Productivity deficit/Productivity rate per employee=0.90.7=1.29 Required additional employees=Productivity rate per employee/Productivity deficit=0.70.9=1.29.
 Therefore, we need to add approximately 1.29 employees. Since we can't practically hire a fraction of a person, we are rounding up, we would need to hire 2 additional employees to cover the productivity rate, assuming that those new employee also works at 70% productivity. This would bring us slightly above 100% of the desired productivity level. those additional are the (1) Clerk and (1) of the Office Support Assistant.



(/LACoBids/)

lacounty.gov

Home (/LACoBids/)

+ Solicitation Information

Solicitation Number:	RFP GCS-I10626-S		
Title:	RFP Mail Services		
Department:	Internal Services Department		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	MAILING SERVICES (INCLUDING COLLATING, PACKAGING, AND SORTIN		
Description:	The Internal Services Department is issuing a Request for Proposals (RFP) to solicit proposals from qualified vendors that can pro... More		
Open Day:	2/5/2024	Closed Date:	3/20/2024 10:00:00 AM
Contact Name:	Nazeli Albaryan	Contact Phone:	(323) 267-3182
Contact Email:	nalbaryan@isd.lacounty.gov		
Notice of Intent to Award (0) :	+ Click here to view notice intent to award list.		
Solicitation Award (0) :	+ Click here to view award list.		

Amendment (3):

Click here to view the amendment list.

Amendment Date	Amendment Description	File Attachment	
03-14-2024	Addendum 3	Addendum3MailRFPGCS10626S.pdf	Download
03-05-2024	Addendum 2	Addendum2MailRFPGCS10626S.pdf	Download
02-29-2024	Addendum 1	Addendum1MailRFPGCS10626S.pdf	Download

« « 1 » »

Last Changed On:

3/14/2024 12:21:08 PM

Attachment File (1):

Click here to download attachment files.

File Name	Description	Type	Size	Last Update On	
MailRFPFinal252024.pdf	MailRFP2024	.pdf	2190704	02-05-2024	Download

« « 1 » »



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03/14/24 08:17:19

Header

Header  4



Ter **General Information** Contact Templates Add Templates Reference Documents Document Information

Co Additional Information

Record Date: 03/14/2024	Procurement Folder: 2763280
Document Description: RFP for GCS-10626-S Mail Services	Procurement Type ID: 1
Vendor List Restricted Access to Solicitations?: <input type="checkbox"/>	Procurement Type: Unclassified
Vendor List Restricted Responses?: <input type="checkbox"/>	Default Form:
Prohibit Online Responses: <input type="checkbox"/>	Solicitation Category:
Restrict Public Access Ask Questions: <input type="checkbox"/>	System Gen List: No
Bid Receiving Location: 	Let Date: 03/14/2024
Attention:	Published Date: 03/14/2024
Total of Header Attachments: 4	Published Time: 20:17
Total of All Attachments: 5	Close Date: 03/20/2024
Prequalified List: <input type="checkbox"/>	Close Time: 10:00

Community Business Enterprise (CBE) Program Information

FIRM/ORGANIZATION INFORMATION*	Exela Technologies, Inc.
BUSINESS STRUCTURE	Corporation
RACE/ETHNIC COPOSITION	
Black/African American	85
Hispanic/Latino	46
Asian or Pacific Islander	43
Native Americans	1
Subcontinent Asian	8
White	352
Total # of Employees in California	245
Total # of Employees (including owners)	5035
COUNTY CERTIFICATION	
CBE	N/A
LSBE	N/A
OTHER COUNTY CERTIFICATION (SE OR DVBE) OR CERTIFYING AGENCY	N/A

On final analysis and consideration of award, vendor was selected without regard to race, creed or color.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	8/14/2024	
BOARD MEETING DATE	9/10/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Health Services	
SUBJECT	Approval of Amendment No. 10 to Sole Source Agreement No. H-704368 with Saga Technologies, Inc.	
PROGRAM	Los Angeles County Medical Hub Clinics	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: It is in the best economic interest of the County to extend the agreement because: The system is proprietary and was custom built for DHS to use on an enterprise level to receive electronic referrals from Department of Children and Family Services (DCFS) for children requiring medical care. Replacing the system would result in substantial costs.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The agreement will expire on September 30, 2024. Saga provides services that are highly specialized, proprietary, not available by the County, and cannot be readily replaced or duplicated.	
COST & FUNDING	Total cost: Increase by \$6,866,922.42 for a total of \$16,339,587.34	Funding source: Sufficient appropriations in DHS Budget for Fiscal Year 2024-2025 and funding will be requested in future years.
	TERMS (if applicable): Two (2) year extension with up to three (3) one-year extension periods.	
	Explanation: N/A	
PURPOSE OF REQUEST	To request delegated authority from the Board to execute Amendment No. 10 to the Agreement to extend the term, increase contract sum, and add pool dollars for modifications to meet future DHS operational requirements.	
BACKGROUND (include internal/external issues that may exist including any related motions)	DHS utilizes the system at six (6) medical hub clinics at Harbor-UCLA Medical Center, High Desert Regional Health Center, Los Angeles General Medical Center (LA General), Martin Luther King, Jr. Outpatient Center, Olive View-UCLA Medical Center, and LA General East San Gabriel Valley satellite location at Maclaren Children's Center (collectively known as "Medical Hub(s)"). The system is used to provide initial medical examinations, forensic evaluations, mental health screenings, and ongoing medical care for children referred by the DCFS.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priorities Child Protection, # 1 & 2 enhances medical care for children and integrates children referrals from DCFS to DHS.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: DHS Contact – Janet S. Arnold-Clark, MD, (424) 758-9100, jarnold-clark@dhs.lacounty.gov County Counsel – Lillian Anjargolian (213) 453-8744; lanjargolian@counsel.lacounty.gov	

September 10, 2024

DHS DRAFT

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:

**APPROVAL OF AMENDMENT NO. 10 TO SOLE SOURCE AGREEMENT
NO. H-704368 WITH SAGA TECHNOLOGIES, INC.
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

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

SUBJECT

Request authority to execute Amendment No. 10 to existing sole source Agreement No. H-704368 (Agreement) with Saga Technologies, Inc. (Saga) for the provision of an enterprise referral system and related support services used by the Department of Health Services (DHS) Medical Hubs for managing referrals of minors from the Department of Children and Family Service (DCFS), and delegated authority to extend the term, amend the statement of work, increase the contract sum, and update the Agreement as applicable.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director) or designee, to execute Amendment No. 10 to sole source Agreement No. H-704368 with Saga, to extend the Agreement term for two (2) additional years with three (3) additional one-year optional extension terms through September 30, 2029, for a maximum contract sum of \$16,339,587.34 which includes \$2,000,000.00 in pool dollars for additional work, as described in the Agreement.
2. Delegate authority to the Director, or designee, to execute Amendments to: (i) extend the Agreement's term for up to three (3) consecutive one-year terms; (ii) add, delete, and/or change non-substantive terms and conditions in the Agreement and/or make any necessary changes as required by applicable laws and/or Los Angeles County (County) Ordinance and policies; (iii) make changes to the Agreement, including the statement of work to meet Medical Hubs' service and operational efficiency needs, to address technology changes and emergencies; (iv) to add/remove LA County Medical

Hubs, and (v) terminate the Agreement in accordance with the termination provisions of the Agreement, including termination for convenience, subject to review by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Background

DHS currently operates six (6) medical hub clinics at Harbor-UCLA Medical Center, High Desert Regional Health Center, Los Angeles General Medical Center (LA General), Martin Luther King, Jr. Outpatient Center, Olive View-UCLA Medical Center, and LA General East San Gabriel Valley satellite location at Maclaren Children's Center (collectively known as "Medical Hub(s)"). The Medical Hubs provide initial medical examinations, forensic evaluations, mental health screenings, and ongoing medical care to children referred by DCFS.

The Medical Hubs were modeled after the first Medical Hub clinic at LA General that was established through a public-private partnership with the Violence Intervention Program (Program). The Program contracted with Saga to develop a stand-alone and custom web-based software application, named mHUB, which was used exclusively at the LA General MC/VIP Medical Hub clinic, to better track appointment schedules for patients and providers, capture medical and forensic information, and support a multitude of business workflows.

Under the Agreement, Saga expanded the use of the application across all the Medical Hubs (hereafter referred to as "E-mHUB") to allow end users to view a child's medical information from one Medical Hub to another Medical Hub, which enhances the child's treatment and improves continuity of care. Further, E-mHUB allows nurses from the Department of Public Health (DPH), co-located at DCFS offices, to view limited System screens to obtain and input follow-up information into DCFS' case management system to better coordinate the care of children. Finally, E-mHUB System is designed to ensure that access to health information is in compliance with State and Federal confidentiality and privacy laws. Over the term of the Agreement, E-mHUB has been built in accordance with LA County requirements to allow end users at every step of the workflow to efficiently meet the needs of the children served by the Medical Hubs.

Recommendations

Approval of the first recommendation will allow the Director, or designee, to execute an amendment, substantially similar to Exhibit I, to extend the term of the existing Agreement with Saga for two (2) years to provide the uninterrupted utilization of E-mHUB at the Medical Hubs to enhanced care for the affected children. In the absence of E-mHUB, DHS would have to manually process this information which could significantly delay care.

Approval of the second recommendation will allow the Director, or designee, to execute amendments to extend the Agreement's term for up to three (3) consecutive one-year extensions, make changes in service needs and improve operational efficiencies at the Medical Hubs, address emergencies, maintain compliance with regulatory standards, add/remove Medical Hubs in accordance with the Agreement, and when necessary increase/reduce cost resulting from those modifications, and terminate the Agreement in accordance with the termination provisions in the Agreement, including termination for convenience.

Implementation of Strategic Plan Goals

The recommended actions support LA County Strategic Plan North Star Strategies 1-A "Healthy Individuals and Families and North Star 3-E(i) – "Pursue Data-Driven Decision Making, Operational Effectiveness, Fiscal Responsibility, and Accountability."

FISCAL IMPACT/FINANCING

The Maximum contract sum of the Agreement with Saga will increase by \$6,866,922.42, from \$9,472,664.92 to \$16,339,587.34 to extend the Agreement term for two (2) additional years with three (3) additional one-year optional extension terms through September 30, 2029.

Funding for the first year of the extended term is included in DHS' Fiscal Year 2024-25 Adopted Budget and will be requested in future fiscal years. There is no net County cost impact associated with the recommendations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The System emerged from the Board of Supervisor's (Board) May 16, 2006 Motion which instructed the Chief Information Office, CEO, DHS, DCFS, Department of Mental Health (DMH), and County Counsel to explore the feasibility of implementing an enterprise-wide automated data solution for the LA County's Medical Hubs.

The Board approved the Sole Source Agreement with Saga on March 30, 2010, for an initial term through March 30, 2015, and an optional one-year extension through March 30, 2016, with a maximum contract sum of \$4,614,193.55, allowing DHS to enhance the mHUB system which was the immediate predecessor to the present-day E-mHUB. Multiple intradepartmental LA County departments including DHS, DCFS, DMH, and DPH collaborated extensively to develop, customize, and enhance E-mHUB into an interdepartmental system.

On March 22, 2016, the Board approved Amendment No. 2 to extend the term of the Agreement through March 31, 2019, with two additional one-year automatic extensions through March 31, 2021, with an increase of \$2,838,976.90, for a new maximum contract sum of \$7,453,170.45.

On May 12, 2020, LA County's Chief Executive Office delegated authority to the Director of DHS, or designee, to extend various contracts in support of the response to the COVID-19 pandemic under authority delegated by the Board on March 31, 2020. DHS exercised this delegated authority and executed various amendments to extend the Agreement term through September 30, 2024, which increased the maximum contract sum to \$9,196,877.71.

On September 25, 2020, the Department advised the Board of its intent to extend this Sole Source Agreement, in accordance with revised Board Policy No. 5.100, Sole Source Contracts.

The Agreement is set to expire on September 30, 2024.

County Counsel has approved the Amendment (Exhibit I) as to form. The Chief Information Officer concurs with the Department and a formal CIO Analysis is not required because this recommended action does not include any new technology-related matters. This Amendment is requesting an extension to the Agreement term to provide ongoing operations and maintenance services, and limited additional work, such as standard updates to the System or the addition of Medical Hubs, if applicable.

Saga provides services that are highly specialized and proprietary, and not available by LA County. Therefore, this Agreement is not subject to the Living Wage Program (LA County Code Chapter 2.201) and is exempt from Proposition A (LA County Code Chapter 2.121).

Attachment A provides the sole source checklist in compliance with Board Policy 5.100.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will enable DHS to continue tracking the health and mental health status of this vulnerable patient population at LA County Medical Hubs by means of the E-mHUB , which improves coordination of quality medical care.

The Honorable Board of Supervisors
September 10, 2024
Page 5

Respectfully submitted,

Reviewed by:

Christina R. Ghaly, M.D.
Director

Peter Loo
Acting Chief Information Officer

CRG:se
Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Department of Children and Family Services
Department of Mental Health
Internal Services Department

SOLE SOURCE CHECKLIST

Department Name: Department of Health Services

New Sole Source Contract

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

5/4/2010

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS 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"/>	
<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 checked="" type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

5/4/2010

Date

Agreement No. H-704368

CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SAGA TECHNOLOGIES

Amendment No. 10

THIS AMENDMENT is made and entered into this [redacted] day of [To be completed upon Board approval], 2024,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

SAGA TECHNOLOGIES
(hereafter "Contractor")

Business Address:
141 E. Huntington Dr., Suite 202
Arcadia, CA 91006

WHEREAS, reference is made to that certain document entitled "Contract by and between County of Los Angeles and Saga Technologies" dated May 4, 2010, and further identified as Agreement No. H-704368, including any amendments and any other modifications thereto (cumulatively hereafter referred to as "Agreement"); and

WHEREAS, on [To be completed upon Board approval], 2024, the Board of Supervisors (Board) delegated authority to the Director of Health Services, or designee, to among other delegations, (i) extend the term of the Agreement, and (ii) amend the Agreement to reflect certain changes in deliverables and services; and

WHEREAS, the Agreement is slated to expire on September 30, 2024; and

WHEREAS, it is the intent of the parties hereto to: (i) amend the Agreement to extend its term through September 30, 2026, with three (3) optional one-year extensions, and (ii) increase the Contract Sum by \$6,866,922.42, not to exceed a total Contract Sum of \$16,339,587.34 and to provide for other changes set forth herein; and

WHEREAS, the Agreement, Paragraph 8.0 - Change Notices and Amendments provides that such changes may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, the Contractor warrants that it continues to possess the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall be effective upon execution.
2. Any references to "LAC+USC" under the Agreement shall be deleted and replaced with "LA General."
3. For the avoidance of doubt, prior to the effective date of this Amendment, CONTRACTOR completed its provision of the Implementation Services under the Agreement.
4. The Agreement, Paragraph 2.0 DEFINITIONS, Subparagraph 2.40 – COUNTY'S Project Manager is deleted in its entirety and replaced to read as follows:

"2.40 COUNTY'S Project Managers

Shall mean COUNTY'S IT Project Manager and COUNTY'S Business Project Manager. COUNTY'S IT Project Manager shall have the meaning given to such term in Subparagraph 3.4 (COUNTY's IT Project Manager). COUNTY'S Business Project Manager shall have the meaning given to such term in Subparagraph 3.7 (COUNTY's Business Project Manager). Any references to the COUNTY'S Project Manager in the singular under the Agreement shall mean both the COUNTY'S Business Project Manager and COUNTY'S IT Project Manager."

5. The Agreement, Paragraph 3.0 ADMINISTRATION OF AGREEMENT – COUNTY is deleted in its entirety and replaced to read as follows:

"3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 COUNTY'S PROJECT DIRECTOR

COUNTY's Project Director for this Agreement shall be the following person or such person's designee:

Dr. Janet Arnold-Clark
County of Los Angeles, Department of Health Services
Martin Luther King Jr Outpatient Center
1741 E. 120th St. Room 112-C Los Angeles, CA 90059
Email: jarnold-clark@dhs.lacounty.gov

Tele: 424-758-9020

3.2 CHANGE IN COUNTY'S PROJECT DIRECTOR

COUNTY will notify CONTRACTOR in writing, within ten (10) Business Days, of any change in the name or address of the COUNTY's Project Director.

3.3 RESPONSIBILITIES OF THE COUNTY'S PROJECT DIRECTOR

3.3.1 COUNTY's Project Director will be responsible for providing direction to CONTRACTOR in the areas relating to COUNTY policies and procedures and for confirming that CONTRACTOR meets the objectives of this Agreement, including with respect to the provision of Work.

3.3.2 COUNTY's Project Director will have the right at all times to inspect any and all Work provided by or on behalf of CONTRACTOR.

3.3.3 Except as set forth in Paragraph 8 (Change Notices and Amendments), COUNTY's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

3.4 COUNTY'S IT PROJECT MANAGER

COUNTY's IT Project Manager for this Agreement shall be the following person or such person's designee:

Fiorella Jimenez, Project Manager
County of Los Angeles, Department of Health Services
DHS Information Technology
Los Angeles General Hospital
1200 N. State St, Clinic Tower A6D
Los Angeles, CA 90033
Email: fjimenez3@dhs.lacounty.gov
Tele: 323-409-2902

3.5 CHANGE IN COUNTY'S IT PROJECT MANAGER

COUNTY will notify CONTRACTOR in writing, within ten (10) Business Days, of any change in the name or address of COUNTY's IT Project Manager.

3.6 RESPONSIBILITIES OF COUNTY'S IT PROJECT MANAGER

- 3.6.1 COUNTY's IT Project Manager will be responsible for confirming that CONTRACTOR meets the technical standards and requirements of this Agreement, including with respect to the provision of Work. COUNTY's IT Project Manager will additionally be responsible for advising COUNTY's Project Director as to CONTRACTOR's performance in areas relating to COUNTY's requirements and standards.
- 3.6.2 COUNTY's IT Project Manager shall meet and confer with CONTRACTOR's Project Manager on a regular basis.
- 3.6.3 COUNTY's IT Project Manager will have the right at all times to inspect any and all Work provided by or on behalf of CONTRACTOR.
- 3.6.4 COUNTY's IT Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

3.7 COUNTY'S BUSINESS PROJECT MANAGER

COUNTY's Business Project Manager for this Agreement shall be the following person or such person's designee:

Loretta Worthington, Business Project Manager
County of Los Angeles, Department of Health Services
1741 E. 120th St, Room 112
Los Angeles, CA 90059
Email: lworthington@dhs.lacounty.gov
Tele: 213-246-6005

3.8 CHANGE IN COUNTY'S BUSINESS PROJECT MANAGER

COUNTY will notify CONTRACTOR in writing, within ten (10) Business Days, of any change in the name or address of COUNTY's Business Project Manager.

3.9 RESPONSIBILITIES OF COUNTY'S BUSINESS PROJECT MANAGER

- 3.9.1 COUNTY's Business Project Manager shall meet and confer with CONTRACTOR's Project Manager on a regular basis.

- 3.9.2 COUNTY's Business Project Manager will have the right at all times to inspect any and all Work provided by or on behalf of CONTRACTOR.
- 3.9.3 Except as set forth in Paragraph 8 (Change Notices and Amendments), COUNTY's Business Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever."

6. The Agreement, Paragraph 4 (ADMINISTRATION OF AGREEMENT – CONTRACTOR), Subparagraphs 4.1 (CONTRACTOR's Project Director), 4.3 (CONTRACTOR's Project Manager), and 4.4 (Responsibilities of CONTRACTOR's Project Manger) are deleted in their entirety and replaced to read as follows:

"4.1 CONTRACTOR'S PROJECT DIRECTOR

CONTRACTOR's Project Director shall be the following person who shall be a full-time employee of CONTRACTOR:

Jason Xue, Project Director
Saga Technologies Inc.
141 E. Huntington Dr., Suite 202
Arcadia, CA 91006
Email: jasonyangxue@gmail.com
Tele: 818-445-8588

If Project Director designated above is not available, the following person shall serve as the CONTRACTOR'S Project Director:

Lily Chang
Saga Technologies Inc.
141 E. Huntington Dr., Suite 202
Arcadia, CA 91006
Email: jijicwan@yahoo.com
Tele: 626-319-9248

and

"4.3 CONTRACTOR'S PROJECT MANAGER

CONTRACTOR's Project Manager shall be the following person who shall be a full-time employee of CONTRACTOR:

Jason Ly, Project Manger

Saga Technologies, Inc.
141 E. Huntington Dr., Suite 202
Arcadia, CA 91006
Email: jasonhl88@gmail.com
Tele: 626-614-4600"

and

"4.4 RESPONSIBILITIES OF 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 Exhibit A (Statement of Work).

- County must have access to the CONTRACTOR'S Project Manager 8AM to 5PM PST, Monday through Friday, each week of the year.
- CONTRACTOR shall provide a telephone number where the CONTRACTOR's Project Manager or designated alternate may be reached.
- CONTRACTOR's Project Manager shall act as a central point of contact with the County.
- CONTRACTOR's Project Manager shall have at least 3 years of related experience.
- CONTRACTOR's Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. CONTRACTOR's Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing."

7. The Agreement, Paragraph 6.0 - TERM OF AGREEMENT, Subparagraph 6.1 - TERM is deleted in its entirety and replaced to read as follows:

"6.1 TERM

6.1.1 The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect through September 30, 2026, unless sooner terminated, in whole or in part, as provided in this Agreement ("Initial Term"). At the end of the Initial Term, County shall have the sole option to extend the term of the Agreement for up to three (3) additional one-year periods (each an "Extended Term"). The Initial Term and all Extended Terms are individually and collectively referred to herein as the "Term."

6.1.2 Each Extended Term shall be exercised automatically by COUNTY and documented in accordance with Paragraph 8.0 (Change Notices and Amendments), unless COUNTY provides CONTRACTOR written notice of non-renewal at least thirty (30) days before the expiration of the applicable Term."

8. The Agreement, Paragraph 13.0 – STANDARD TERMS AND CONDITIONS, Subparagraph 13.24 – GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE, Subparagraph 13.24.1 - Evidence of Coverage and Notice to COUNTY, Subparagraph 13.24.1.4 is deleted in its entirety and replaced to read as follows:

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

Certificates and copies of any required endorsements shall be sent to:

Fiorella Jimenez, Project Manager
County of Los Angeles, Department of Health Services
DHS Information Technology
Los Angeles General Hospital
1200 N. State St, Clinic Tower A6D
Los Angeles, CA 90033
Email: fjimenez3@dhs.lacounty.gov
Tele: 323-409-2902

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

9. The Agreement, Paragraph 7.0, Subparagraph 7.9 – Cost of Living Adjustment (COLA's) is deleted in its entirety, and replaced with "Intentionally Omitted".

10. Agreement, Exhibit A – Statement of Work, Attachment A.3.1 - System Software is deleted in its entirety (excluding any attachments thereto) and replaced with Attachment A.3.1-2, attached hereto and incorporated herein by reference. All references to Attachment A.3.1 in the Agreement (including references to Exhibit A.3.1-1) shall be replaced by Attachment A.3.1-2.
11. Agreement, Exhibit A – Statement of Work, Attachment A.3.2 - System Hardware is deleted in its entirety (excluding any attachments thereto) and replaced by Attachment A.3.2-2, attached hereto and incorporated herein by reference. All references to Attachment A.3.2 in the Agreement (including references to Exhibit A.3.2-1) shall be replaced by Attachment A.3.2-2.
12. Agreement, Exhibit B-1- Schedule of Payments, is deleted in its entirety (excluding any attachments thereto) and is replaced by Exhibit B-2, attached hereto and incorporated herein by reference. All references to Exhibit B in the Agreement (including references to Exhibit B-1) shall be replaced by Exhibit B-2.
13. Agreement, Exhibit B – Schedule of Payments, Attachment B.1 - Licenses is deleted in its entirety and is replaced by Attachment B.1-2, attached hereto and incorporated herein by reference. All references to Attachment B.1 in the Agreement (including references to Exhibit B.1-1) shall be replaced by Attachment B.1-2.
14. Agreement, Exhibit C - Service Level Requirements and Agreement, Exhibit C-1 - Service Level Requirements are both deleted in their entirety (excluding any attachments thereto) and are replaced by Exhibit C-2, attached hereto and incorporated herein by reference. All references to Exhibit C in the Agreement shall be replaced by Exhibit C-2.
15. Except for the changes set forth hereinabove, the Agreement shall not be changed in any respect by this Amendment.

[Signatures provided on the following page]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services, or authorized designee, and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer(s), on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Christina R. Ghaly, M.D.
Director of Health Services

CONTRACTOR

SAGA TECHNOLOGIES

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:

DAWYN HARRISON
County Counsel

By: _____
Deputy County Counsel

ATTACHMENT A.3.1-2

System Software

E-mHUB

E-mHUB SYSTEM SOFTWARE

This System Software document is a summary of Software components, including Operating Systems Software, Application Software, and Third Party Software. Contractor shall provide the following in order to meet all Requirements:

1. **mHUB System**, operating at the ISD Host Site on COUNTY provided hardware, as set forth in Attachment A.3.2 (System Hardware)
 - a. Operating Systems Software (provided by COUNTY)
 - i. Microsoft Windows Enterprise Server 2003 R2, SP2, IIS with web site, FTP, Terminal Services and management agents
 - b. Baseline Application Software (Attachment A.1 (Existing mHUB System Requirements)) includes, but is not limited to, the following
 - i. Baseline mHUB System components:
 1. "Patient Referral Information"
 2. "Medical Assessment"
 3. "Forensic Assessment"
 4. "Mental Health Assessment"
 5. Patient scheduling, future and past appointments
 6. Staff scheduling/appointment books
 7. Staff work queues
 - ii. Additional mHUB System components:
 1. Outgoing 561(a) form in hardcopy
 2. Report writer
 3. Outgoing Interface to the VIP database system
 - c. Third Party Software:
 - i. CONTRACTOR shall provide:
 1. Microsoft .NET Framework (All supported versions)
 2. MS.SQL Server (All supported versions)
 - ii. COUNTY will provide:
 1. SSL-VPN appliance
 2. Security/virus:
 - a. Server vulnerability scanning
 - b. Server anti-virus
 - c. Server host-based Intrusion Prevention System (IPS)
 - d. Server operating system patching

2. **E-mHUB System**, operating at the ISD Host Site on COUNTY provided hardware, as set forth in Attachment A.3.2 (System Hardware)
 - a. Operating Systems Software (provided by COUNTY)
 - i. Microsoft Windows Enterprise Server 2008 64-bit, SP1, IIS with default web site, FTP, Terminal Services and management agents.
 - b. Baseline Application Modifications (Attachment A.2 (Additional System Requirements)) include, but are not limited to, the following
 - i. E-mHUB modifications include:
 1. Upgraded .NET framework from version 4.5 to 4.7 or the most current vendor supported release level(s)
 2. Combine medical assessment/forensic assessment modules/functionality
 3. Develop a multi-Medical Hub design that:
 - a. Provides System administration functionality for each Medical Hub and enterprise
 - b. Differentiates patients and treatment data, based on Medical Hub locations
 4. Standardize security roles for Medical Hub staff, DCFS staff, and System administration staff
 5. Capture additional data elements for reporting to DCFS and statistical reports
 6. Capture additional patient scheduling functionality, including LAC+USC scheduling patients at ESGV Satellite Medical Hub
 7. Include functionality for merging duplicate patients in the System, both within a Medical Hub and across the enterprise
 8. Include functionality to maintain a System audit trail for meeting HIPAA compliance
 - ii. Additional E-mHUB Interfaces:
 1. Incoming DCFS referral data via secured FTP
 2. Outgoing 561(a) form in PDF to DCFS via secured FTP
 3. Outgoing CalEMA forms in PDF to DCFS via secured FTP
 4. Outgoing electronic notices, to DCFS via secured FTP, containing information related to the scheduling staff being unable to contact caregiver, and patient appointment cancellations and no shows
 - iii. Additional E-mHUB components:
 1. Statistical reporting
 2. Storing/accessing electronic documents by patient record
 3. Outgoing electronic documents via email with password protection
 - iv. Data conversions:
 1. Convert LAC+USC's mHUB Live Data and migrate to E-mHUB System:
 - a. Before testing E-mHUB functionality
 - b. The day prior to LAC+USC's Go-Live

- c. Third Party Software (provided by COUNTY):
 - 1. Microsoft .NET Framework (All Versions)
 - 2. Microsoft Windows Server Operating Systems (All supported versions)
 - 3. Microsoft SQL Server with Reporting Services (All supported versions)
 - 4. Microsoft Internet Information Services (IIS)
 - 5. SSL-VPN appliance
 - 6. Security/virus:
 - a. Server vulnerability scanning
 - b. Server anti-virus
 - c. Server host-based IPS
 - d. Server operating system patching
 - e. RSA Two-factor authentication
 - f. Microsoft Azure (Active Directory connection)

A.3.2-2

System Hardware

ATTACHMENT

E-mHUB

E-mHUB SYSTEM HARDWARE

This System Hardware document is a summary of hardware components, provided by COUNTY and is based on CONTRACTOR’s configuration recommendations. All such hardware components will be acquired and installed/operated at the ISD Host Site. Hardware components between the mHUB System and E-mHUB System will be independent of each other and have the following specifications:

1. **E-mHUB System** operating at the ISD Host Site on COUNTY provided hardware, for the “DHS E-mHUB Server Project”:
 - a. DHS Server #1 will consist of one (1) VMWare server for the Test Environment:
 - i. VM #1 Staging Apps and DB VMWare server (DHSemHubStage2)
 - 4 vCPU
 - 8 GB vRAM
 - 80 GB C: drive (Reserved for Windows OS)
 - 160 GB D: drive (Customer Apps and DB)
 - b. DHS Server #2 will consist of two (2) VMWare servers for the Production Environment:
 - i. VM #2 Production Web VMWare server (DHSemHubWeb)
 - 4 vCPU
 - 8 GB vRAM
 - 80 GB C: drive (Reserved for Windows OS)
 - 500 GB D: drive (Customer Apps and DB)
 - ii. VM #3 Production SQL Database VMWare server (DHSemHubProd)
 - 6 vCPU
 - 12 GB vRAM
 - 80 GB C: drive (Reserved for Windows OS)
 - 120 GB D: drive (Customer Apps and DB)

EXHIBIT B-2

SCHEDULE OF PAYMENTS

E-mHUB Project

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

CONTRACTOR will be paid on a fixed-price basis for completed Work.

The Operations and Maintenance Fees for the E-mHUB System will be paid quarterly in advance and be adjusted to begin the first day of the COUNTY's fiscal year.

I. DELIVERABLES

See next page

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT *	AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 1.1	Transition Plan Developed	\$ 12,500.00	\$11,250.00	\$1,250.00
Deliverable 1.2	Host Site Validated	\$ -	\$0.00	\$0.00
Deliverable 1.3	mHUB System Production Environment Installed and Validated	\$ -	\$0.00	\$0.00
Deliverable 1.4	mHUB System Production Environment Tested	\$ 12,500.00	\$11,250.00	\$1,250.00
Deliverable 1.5	mHUB Test Environment Established	\$ -	\$0.00	\$0.00
Deliverable 1.6	mHUB's Current Production Environment Database Migrated to ISD and Tested	\$ 10,000.00	\$9,000.00	\$1,000.00
Deliverable 1.7	mHUB System Go-Live Completed	\$ 30,000.00	\$27,000.00	\$3,000.00
Deliverable 1.8	mHUB System at Rackspace Shut Down	\$ 10,000.00	\$9,000.00	\$1,000.00
Deliverable 2.1	Project Kick-Off Meeting Conducted	\$ -	\$0.00	\$0.00
Deliverable 2.2	Project Kick-Off Meeting Minutes Provided	\$ -	\$0.00	\$0.00
Deliverable 3.1	Project Control Document Provided, Approved, and Maintained	\$ 500,000.00	\$450,000.00	\$50,000.00
Deliverable 3.2	Project Team Meetings Conducted and Meeting Documents Provided	\$ -	\$0.00	\$0.00
Deliverable 3.3	Participated in Project Meetings and Provided Documentation	\$ -	\$0.00	\$0.00
Deliverable 3.4	Monthly Project Status Report Provided	\$ -	\$0.00	\$0.00
Deliverable 4	Unique Business Processes Document Approved	\$ 15,000.00	\$13,500.00	\$1,500.00
Deliverable 5.1	Security Profile Report Provided	\$ -	\$0.00	\$0.00
Deliverable 5.2	System Administration Settings Documented	\$ -	\$0.00	\$0.00
Deliverable 5.3	Internal Reporting Format Requirements Documented	\$ -	\$0.00	\$0.00
Deliverable 5.4	External Reporting Requirements Documented	\$ -	\$0.00	\$0.00
Deliverable 5.5	System Audit Requirements Documented	\$ -	\$0.00	\$0.00
Deliverable 5.6	Interface Plan Documented	\$ -	\$0.00	\$0.00
Deliverable 5.7	Technical Requirements Specification Document Approved	\$ 100,000.00	\$90,000.00	\$10,000.00
Deliverable 5.8	Test Strategy Plan Prepared	\$ 20,000.00	\$18,000.00	\$2,000.00
Deliverable 6	System Design Document Approved	\$ 85,000.00	\$76,500.00	\$8,500.00
Deliverable 7.1	Database Structure Modified for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.2	Web User Interface Developed for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.3	Security Profiles Developed for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.4	System Administration Settings Developed for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.5	System Audit Functionality Developed for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.6	Internal Reports Developed for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.7	External Reports Developed for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.8	Capability to Receive Scanned Documents in E-mHUB System Developed	\$ -	\$0.00	\$0.00
Deliverable 7.9	Interfaces Developed for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.10	E-mHUB System Development Completed and Ready for Hosting Site	\$ 100,000.00	\$90,000.00	\$10,000.00
Deliverable 8	Test Scripts Prepared for E-mHUB System	\$ 15,000.00	\$13,500.00	\$1,500.00
Deliverable 9	ISD Host Site Established	\$ -	\$0.00	\$0.00
Deliverable 10	System Environments Established and Tested	\$ 40,000.00	\$36,000.00	\$4,000.00
Deliverable 11.1	Sample Data Migrated and Validated	\$ -	\$0.00	\$0.00
Deliverable 11.2	E-mHUB System Certified on ISD Host Site Hardware	\$ 30,000.00	\$27,000.00	\$3,000.00
Deliverable 12.1	Application Software Testing Conducted for E-mHUB System	\$ 95,000.00	\$85,500.00	\$9,500.00

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT *	AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 12.2	System Integration Testing Conducted for E-mHUB System	\$ 50,000.00	\$45,000.00	\$5,000.00
Deliverable 12.3	Load Test Conducted for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 13	Go-Live Plan Documented for E-mHUB System	\$ 15,000.00	\$13,500.00	\$1,500.00
Deliverable 14.1	Documentation Provided for E-mHUB System	\$ 15,000.00	\$13,500.00	\$1,500.00
Deliverable 14.2	System Training Provided for E-mHUB System **	\$ 55,800.00	\$50,220.00	\$5,580.00
Deliverable 15	LAC+USC's mHUB Data Migration and Verification to E-mHUB System Completed	\$ 20,000.00	\$18,000.00	\$2,000.00
Deliverable 16.1	E-mHUB Go-Live for LAC+USC Medical Hub Completed	\$ 200,000.00	\$180,000.00	\$20,000.00
Deliverable 16.2	Go-Live Recommended by E-mHUB Location (not in specific order)	\$ -	\$0.00	\$0.00
	a.Harbor/UCLA	\$ -	\$0.00	\$0.00
	b.Olive View/UCLA	\$ -	\$0.00	\$0.00
	c.MLK MACC	\$ -	\$0.00	\$0.00
	d.High Desert MACC	\$ -	\$0.00	\$0.00
	e. DCFS / HSA Office of Planning and Program Oversight Division	\$ -	\$0.00	\$0.00
Deliverable 16.3	Go-Live by E-mHUB Location Completed (not in specific order)		\$0.00	\$0.00
	a. Harbor/UCLA	\$ -	\$67,500.00	\$7,500.00
	b. Olive View/UCLA	\$ 75,000.00	\$67,500.00	\$7,500.00
	c. MLK MACC	\$ 75,000.00	\$67,500.00	\$7,500.00
	d. High Desert MACC	\$ 50,000.00	\$45,000.00	\$5,000.00
	e. DCFS / HSA Office of Planning and Program Oversight Division	\$ 25,000.00	\$22,500.00	\$2,500.00
Deliverable 17	Final System Acceptance	\$ 181,629.55	\$181,629.55	\$0.00
Deliverable 18	Additional Work Provided	\$ -	\$0.00	\$0.00
Accumulative Totals		\$ 1,912,429.55	\$ 1,739,349.55	\$ 173,080.00

Subtotal Deliverables	\$ 1,739,349.55
Final Payment of 10% Holdback	\$ 173,080.00
Total Implementation Cost	\$ 1,912,429.55

* Deliverable amounts are inclusive of all applicable taxes

** See Attachment A.4 (System Training). Invoicing for each session day shall occur upon completion of training at each COUNTY location.

See next page

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

II. OPERATIONS AND MAINTENANCE FEES

The Operations and Maintenance Fees are as follows:

Description	Payment Amount /Schedule	Annual Rate
E-mHUB Operations and Maintenance Services (Year 1)	\$24,300.00 paid quarterly in advance	\$97,200.00
EmHUB Operations and Maintenance Services (Years 2-6)	\$100,228.20 paid quarterly in advance	\$400,912.80
EmHUB Operations and Maintenance Services (Years 7-11)	\$116,948.84 paid quarterly in advance	\$467,795.38
EmHUB Operations and Maintenance Services (Year 12(a)) (April 2021 through September 2021)	\$122,796.29 paid quarterly in advance	\$245,592.57 *
EmHUB Operations and Maintenance Services (Year 12(b)) (October 2021 through March 2022)	\$122,796.29 paid quarterly in advance	\$245,592.57 ^
EmHUB Operations and Maintenance Services (Year 13(a)) (April 2022 through September 2022)	\$122,796.29 paid quarterly in advance	\$245,592.57 #
EmHUB Operations and Maintenance Services (Year 13(b)) (October 2022 through March 2023)	\$122,796.29 paid quarterly in advance	\$245,592.57 ✕
EmHUB Operations and Maintenance Services (Year 14(a)) (April 2023 through September 2023, or until the end of the month of the six-month anniversary of the date on which the Proclamation of a Local and Public Health Emergency due to Covid 2019 is lifted by the COUNTY'S Board of Supervisors, whichever occurs earlier)	\$122,796.29 paid quarterly in advance <i>for April 2023 - June 2023</i> \$40,932.10 per month <i>During the period of July 2023 through September 2023, the Contractor will be paid monthly in advance.</i>	\$245,592.57 €
EmHUB Operations and Maintenance Services (Year 15) (October 1, 2023 through September 30, 2024)	\$128,936.10 paid quarterly in advance for the first and second quarter \$141,829.71 paid quarterly in advance for the third and fourth quarter	\$541,531.62
EmHUB Operations and Maintenance Services (Year 16) (October 1, 2024 through September 30, 2025)	\$220,197.58 paid quarterly in advance	\$880,790.30
EmHUB Operations and Maintenance Services (Year 17)	\$231,207.45 paid quarterly in advance	\$924,829.82

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

(October 1, 2025 through September 30, 2026)		
EmHUB Operations and Maintenance Services (Year 18) (October 1, 2026 through September 30, 2027)	\$242,767.83 paid quarterly in advance	\$971,071.31
EmHUB Operations and Maintenance Services (Year 19) (October 1, 2027 through September 30, 2028)	\$254,906.22 paid quarterly in advance	\$1,019,624.87
EmHUB Operations and Maintenance Services (Year 20) (October 1, 2028 through September 30, 2029)	\$267,651.53 paid quarterly in advance	\$1,070,606.12

- * 6-Month Rate for the period of April 1, 2021 to September 30, 2021
- ^ 6-Month Rate for the period of October 1, 2021 to March 31, 2022
- # 6-Month Rate for the period of April 1, 2022 to September 30, 2022
- ⌘ 6-Month Rate for the period of October 1, 2022 to March 31, 2023
- € 6-Month Rate for the period of April 1, 2023 to September 30, 2023

III. ADDITIONAL WORK

A. POOL DOLLARS

The maximum amount of \$100,000.00 per year is available as Pool Dollars for Years 1-6. For Years 7-11, \$500,000.00 is available for Pool Dollars for Additional Work. The remaining balance of Pool Dollars in Year 6 shall be available for use for Years 7-11 and for Year 15, \$250,000 in additional Pool Dollars is available for Additional Work. The remaining balance of Pool Dollars for Year 12(a), which consists of the period of April 1, 2021 through September 30, 2021, Year 12(b), which consists of the period of October 1, 2021 through March 31, 2022, Year 13(a), which consists of the period of April 1, 2022 through September 30, 2022, Year 13(b), which consists of the period of October 1, 2022 through March 31, 2023, and Year 14(a), which consists of the period of April 1, 2023 through September 30, 2023, Year 15, which consists of the period October 1, 2023 through September 30, 2024 shall be available for use for the period of October 1, 2024 through September 30, 2029. An additional \$250,000.00 in Pool Dollars is added in year 15, which consists of October 1, 2023 through September 30, 2024. Additional Pool Dollars in the amount of \$2,000,000 are added for Years 16-20. Pool Dollars shall be used for acquiring Additional Work provided by CONTRACTOR as set forth in Task 18 (Provide Additional Work) of Exhibit A (Statement of Work), which includes, but is not limited to, the following:

1. Additional Training services;
2. Adding Licenses for additional Primary Medical Hubs and/or Satellite Medical Hubs, as set forth in Attachment B.1 (Licenses);

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

3. Interfaces;
4. Migration services;
5. Custom Modifications identified as "P" in the "Priority Code" column, as set forth in Attachment A.2 (Additional System Requirements (Baseline Application Modifications)) and at the price shown in the "Additional Work Quoted" column;
6. Custom Modifications beyond those identified as "P" in the "Priority Code" column, as set forth in Attachment A.2 (Additional System Requirements (Baseline Application Modifications));
7. Additional Operations and Maintenance Fees, at the sole discretion of COUNTY, for additional Licenses and/or Custom Modifications identified in 2, 3, and 4 above. Any such additional Operations and Maintenance Fees shall not exceed 30% of the additional Licenses and/or Custom Modifications;
8. Enhancements to current functionality, or new functionality, as set forth in Section I (Updates) of Exhibit C (Service Level Requirements); and
9. Upgrades to or additional Third Party Software as set forth in Section III (Third Party Software) of Exhibit C (Service Level Requirements).

For the Additional Work designated in numbers 1 and 4 above, the rates set forth in Section B below shall apply. When providing a written proposal for Additional Work, in accordance with the Agreement Subparagraph 5.3.2, CONTRACTOR shall include the following:

1. Which professional service type is required;
2. The number of hours required;
3. The hourly rate from Section B below;
4. Total cost per professional service type;
5. Total cost for Additional Work.

Once CONTRACTOR and COUNTY agree upon the proposed Additional Work, COUNTY, in its sole discretion, will determine if such Additional Work is processed as a Change Notice (Attachment A.7 (Change Notice)), or as an Agreement Amendment. COUNTY, in its sole discretion, will determine whether Additional Work, which is processed as a Change Notice, also requires use of Exhibit J (Form of Work Order).

B. PROFESSIONAL SERVICES RATES

PROFESSIONAL SERVICE DESCRIPTION	RATE
.NET development	\$165/hr.
Report design	\$165/hr.

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

PROFESSIONAL SERVICE DESCRIPTION	RATE
Interface development	\$165/hr.
Installation and configuration	\$165/hr.
Migration services	\$165/hr.
Training	\$200/hr.
Documentation Development & Maintenance	\$140/hr.
System/Requirement Analysis	\$165/hr.

IV. CONTRACT SUM

Pursuant to Subparagraph 7.1 of the Agreement, the “Contract Sum” under this Agreement is as follows:

Table 1: Contract Years 1-6

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total for Years 1-6
One Time Costs (Section I)	\$1,912,429.55						\$1,912,429.55
E-mHUB Operations and Maintenance Fees (Section II) *	\$97,200.00						\$97,200.00
EmHUB Operations and Maintenance Fees (Section II) *		\$400,912.80	\$400,912.80	\$400,912.80	\$400,912.80	\$400,912.80	\$2,004,564.00
Pool Dollars (Section III) *	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$600,000.00
TOTALS:	\$2,109,629.55	\$500,912.80	\$500,912.80	\$500,912.80	\$500,912.80	\$500,912.80	\$4,614,193.55

Table 2: Contract Years 7-11

Description	Year 7	Year 8	Year 9	Optional Year 10	Optional Year 11	Total for Years 7-11
E-mHUB Operations and Maintenance Fees (Section II) * †	\$467,795.38	\$467,795.38	\$467,795.38	\$467,795.38	\$467,795.38	\$2,338,976.90
Pool Dollars (Section III)						\$500,000.00
TOTALS:	\$467,795.38	\$467,795.38	\$467,795.38	\$467,795.38	\$467,795.38	\$2,838,976.90

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

Table 3: Contract Year 12 (a) consists of a 6-Month Period of 4/1/21 – 9/30/21

Description	Year 12 (a) ▼	Total for Year 12 (a) – 4/1/21 – 9/30/21 ▼
E-mHUB Operations and Maintenance Fees (Section II) * † ◇	\$245,592.57	\$245,592.57
Pool Dollars (Section III)		The remaining balance of Pool Dollars in Year 11 shall be available for use in Year 12 (a) for the period of 4/1/21-9/30/21.
TOTALS:	\$245,592.57	\$245,592.57
CONTRACT SUM (YEARS 1 – 12)		\$7,698,763.02
▼ Year 12 (a) consists of a 6-Month Period (4/1/21 – 9/30/21)		

Table 4: Contract Year 12 (b) consists of a 6-Month Period of 10/1/21 – 3/31/22

Description	Year 12 (b) □	Total for Year 12 (b) – (10/1/21 – 3/31/22) □
E-mHUB Operations and Maintenance Fees (Section II) * † ◇∞	\$245,592.57	\$245,592.57
Pool Dollars(Section III)		The remaining balance of Pool Dollars in Year 12 (a), which consists of a 6-Month Period of 4/1/21 – 9/30/21, shall be available for use in Year 12 (b) for the period of 10/1/21 – 3/31/22.
TOTALS:	\$245,592.57	\$245,592.57
CONTRACT SUM (YEARS 1 – 12)		\$7,944,355.59
□ Year 12 (b) consists of a 6-Month Period (10/1/21 – 3/31/22)		

Table 5: Contract Year 13 (a) consists of a 6-Month Period of 4/1/2022 – 9/30/2022

Description	Year 13 (a) Σ	Total for Year 13 (a) – (4/1/22 – 9/30/22) Σ
E-mHUB Operations and Maintenance Fees (Section II) * † ◇∞π	\$245,592.57	\$245,592.57
Pool Dollars(Section III)		The remaining balance of Pool Dollars in Year 12 (b), which consists of a 6-Month Period of 10/1/21 – 3/31/22, shall be available for use in Year 13 (a) for the period of 4/1/22 – 9/30/22.
TOTALS:	\$245,592.57	\$245,592.57
CONTRACT SUM (YEARS 1 – 13 (a))		\$8,189,948.16
Σ Year 13 (a) consists of a 6-Month Period (4/1/22 – 9/30/22)		

Table 6: Contract Year 13 (b) consists of a 6-Month Period of 10/1/2022 – 3/31/2023

Description	Year 13 (b) ✕	Total for Year 13 (b) – (10/1/22 – 3/31/23) ✕
E-mHUB Operations and Maintenance Fees (Section II) * † ◇∞π Ω	\$245,592.57	\$245,592.57
Pool Dollars(Section III)		The remaining balance of Pool Dollars in Year 13 (a), which consists of a 6-Month Period of 4/1/2022 – 9/30/22, shall be available for use in Year 13 (b) for the period of 10/1/22 – 3/31/23.
TOTALS:	\$245,592.57	\$245,592.57
CONTRACT SUM (YEARS 1 – 13 (b))		\$8,435,540.73
✕ Year 13 (b) consists of a 6-Month Period (10/1/22 – 3/31/23)		

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

Table 7: Contract Year 14 (a) consists of a 6-Month Period of 4/1/2023 – 9/30/2023, or until the end of the month of the six-month anniversary of the date on which the Proclamation of a Local and Public Health Emergency due to Covid 2019 is lifted by the COUNTY'S Board of Supervisors, whichever occurs earlier.

Description	Year 14 (a) ¥	Total for Year 14 (a) – (4/1/23– 9/30/23) ¥
E-mHUB Operations and Maintenance Fees (Section II)* † ∅ ∞ π Ω β	\$245,592.57	\$245,592.57
Pool Dollars(Section III)		The remaining balance of Pool Dollars in Year 13 (b), which consists of a 6-Month Period of 10/1/22 – 3/31/23, shall be available for use in Year 14 (a) for the period of 4/1/23 – 9/30/23, or until the end of the month of the six-month anniversary of the date on which the Proclamation of a Local and Public Health Emergency due to Covid 2019 is lifted by the COUNTY'S Board of Supervisors, whichever occurs earlier.
TOTALS:	\$245,592.57	\$245,592.57
CONTRACT SUM (YEARS 1 – 14 (a)) ¥ Year 14 (a) consists of a 6-Month Period (4/1/23 – 9/30/23) or until the end of the month of the six-month anniversary of the date on which the Proclamation of a Local and Public Health Emergency due to Covid 2019 is lifted by the COUNTY'S Board of Supervisors, whichever occurs earlier.		\$8,681,133.30

Table 8: Contract Year 15 consists of two 6-Month Periods (first period from 10/1/2023 – 3/31/2024; and second period from 4/1/2023 – 9/30/2024)

Description	Year 15	Total for Year 15
First 6-month period costs from 10/1/2023 through 3/31/2024 are as follows:		
E-mHUB Operations and Maintenance Fees (Section II) a	\$257,872.20	\$257,872.20
Pool Dollars(Section III)	\$250,000	The remaining balance of Pool Dollars in Year 14 (a), which consists of a 6-Month Period of 4/1/2023 – 9/30/23, shall be available for use in Year 15 for the period of 10/1/23– 3/31/24; plus an additional \$250,000.00 in Pool Dollars will be added in first 6 months in Year 15.
Second 6-month period costs from 4/1/2024 through 9/30/2024 are as follows:		
E-mHUB Operations and Maintenance Fees (Section II) a	\$283,659.42	\$283,659.42
Pool Dollars(Section III)		The remaining balance of Pool Dollars from first 6 months of Year 15 (a), which consists of a 6-Month Period of 10/1/23 – 3/31/24, shall be available for use in second six months of Year 15 for the period of 4/1/24– 9/30/24.
TOTALS	\$791,531.62	\$791,531.62
CONTRACT SUM (YEARS 1 – 15) £ Year 15 consists of two 6-Month Periods (first 6-month period from 10/1/23 – 3/31/24 and second 6-month period from 4/1/2024 – 9/30/2024)		\$9,472,664.92

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

Table 9: Contract Year 16 (10/1/2024-9/30/2025)

Description	Year 16	Total for Year 16
E-mHUB Operations and Maintenance Fees (Section II)	\$880,790.30	\$880,790.30
Pool Dollars(Section III)	\$2,000,000.00^	\$2,000,000.00^
TOTALS:	\$2,880,790.30	\$2,880,790.30
CONTRACT SUM (YEARS 1 – 16)		\$12,353,455.22

Table 10: Contract Year 17 (10/1/2025-9/30/2026)

Description	Year 17	Total for Year 17
E-mHUB Operations and Maintenance Fees (Section II)	\$924,829.82	\$924,829.82
Pool Dollars(Section III)	^See Table 9	^See Table 9
TOTALS:	\$924,829.82	\$924,829.82
CONTRACT SUM (YEARS 1 – 17)		\$13,278,285.04

Table 11: Contract Year 18 (10/1/2026-9/30/2027)

Description	Year 18	Total for Year 18
E-mHUB Operations and Maintenance Fees (Section II)	\$971,071.31	\$971,071.31
Pool Dollars(Section III)	^See Table 9	^See Table 9
TOTALS:	\$971,071.31	\$971,071.31
CONTRACT SUM (YEARS 1 – 18)		\$14,249,356.35

Table 12: Contract Year 19 (10/1/2027-9/30/2028)

Description	Year 19	Total for Year 19
E-mHUB Operations and Maintenance Fees (Section II)	\$1,019,624.87	\$1,019,624.87
Pool Dollars(Section III)	^See Table 9	^See Table 9
TOTALS:	\$1,019,624.87	\$1,019,624.87
CONTRACT SUM (YEARS 1 – 19)		\$15,268,981.22

Table 13: Contract Year 20 (10/1/2028-9/30/2029)

Description	Year 20	Total for Year 20
E-mHUB Operations and Maintenance Fees (Section II)	\$1,070,606.12	\$1,070,606.12
Pool Dollars(Section III)	^See Table 9	^See Table 9
TOTALS:	\$1,070,606.12	\$1,070,606.12

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

CONTRACT SUM (YEARS 1 – 20)	\$16,339,587.34
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- * The yearly allocations for Operations and Maintenance Fees and Pool Dollars amounts will not change, although the yearly allocations are subject to revision.
- † Operations and Maintenance Fees for Contract Years 7-11 comprises the following: (a) \$400,912.80 in baseline Operations and Maintenance Fees; (b) \$40,403.60 in additional Operations and Maintenance Fees for Custom Modifications previously paid using Pool Dollars as described under Section III, Subsection A (Pool Dollars); and (c) a negotiated increase of 6% to (a) and (b).
- ◇ Operations and Maintenance Fees for Contract Year 12 (a) comprises the following: (a) the amount of \$467,795.38, which is the annual Operations and Maintenance Fee for Contract Years 7-11; (b) a negotiated increase of 5% to (a), which amounts to \$23,389.77; and (c) the new annual total of (a) + (b) (i.e., \$491,185.15) divided by two given that the extension of Year 12 (a) consists solely of a 6-Month Period from April 1, 2021 through September 30, 2021.
- ∞ Operations and Maintenance Fees for Contract Year 12 (b) comprises the following: (a) the amount of \$467,795.38, which is the annual Operations and Maintenance Fee for Contract Years 7-11; (b) carrying over the previously negotiated amount of \$23,389.77 from the 6-Month Period of April 1, 2021 through September 30, 2021; and (c) the new annual total of (a) + (b) (i.e., \$491,185.15) divided by two given that the extension of Year 12 (b) consists solely of a 6-Month Period from October 1, 2021 through March 31, 2022.
- π Operations and Maintenance Fees for Contract Year 13 (a) comprises the following: (a) the amount of \$467,795.38, which is the annual Operations and Maintenance Fee for Contract Years 7-11; (b) carrying over the previously negotiated amount of \$23,389.77 from the 6-Month Period of October 1, 2021 through March 31, 2022; and (c) the new annual total of (a) + (b) (i.e., \$491,185.15) divided by two given that the extension of Year 13 (a) consists solely of a 6-Month Period from April 1, 2022 through September 30, 2022.
- Ω Operations and Maintenance Fees for Contract Year 13 (b) comprises the following: (a) the amount of \$467,795.38, which is the annual Operations and Maintenance Fee for Contract Years 7-11; (b) carrying over the previously negotiated amount of \$23,389.77 from the 6-Month Period of April 1, 2022 through September 30, 2022; and (c) the new annual total of (a) + (b) (i.e., \$491,185.15) divided by two given that the extension of Year 13 (b) consists solely of a 6-Month Period from October 1, 2022 through March 31, 2023.
- β Operations and Maintenance Fees for Contract Year 14 (a) comprises the following: (a) the amount of \$467,795.38, which is the annual Operations and Maintenance Fee for Contract Years 7-11; (b) carrying over the previously negotiated amount of \$23,389.77 from the 6-Month Period of October 1, 2022 through March 31, 2023; and (c) the new annual total of (a) + (b) (i.e., \$491,185.15) divided by two (i.e. \$122,796.29 paid quarterly in advance for the period of 4/1/23 through 6/30/23 and \$40,932.10 paid monthly in advance for the period of 7/1/23 through 9/30/23) given that the extension of Year 14 (a) consists of a 6-Month Period from April 1, 2023 through September 30, 2023 or until the end of the month of the six-month anniversary of the date on which the Proclamation of a Local and Public Health Emergency due to Covid 2019 is lifted by the COUNTY'S Board of Supervisors, whichever occurs earlier.

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

- ð Operations and Maintenance Fees for Contract Year 15 (Note: Contract Year 14(a) Operations and Maintenance Fees amount is the base for establishing Operations and Maintenance Fees for Contract Year 15.) is \$541,531.62, which is composed of \$257,872.20 for the first 6 month period from October 1, 2023 through March 31, 2024 which represents a 5% increase from the year 14 negotiated rates and is paid quarterly in advance in the amount of \$128,936.10 for the six (6) month period from October 1, 2023 thru March 31, 2024; and \$283,659.42 for the second 6 month period from April 1, 2024 through September 30, 2024 which represents a 10% increase from the negotiated rates for the first 6 months of year 15 and is paid quarterly in advance in the amount \$141,829.71 for the six (6) month period April 1, 2024 through September 30, 2024.
- ^ Additional Pool Dollars in the amount of \$2,000,000 are added for Years 16-20 and accounted for once in Table 9 to Table 13.

ATTACHMENT B.1-2

LICENSES

E-mHUB

1. E-mHUB System Licenses

Included in the Contract Sum, CONTRACTOR shall provide Licenses for the following locations:

- a. Los Angeles General Medical Center Primary Medical Hub
- b. Harbor-UCLA Medical Center Primary Medical Hub
- c. Olive View-UCLA Medical Center Primary Medical Hub
- d. High Desert Regional Health Center Primary Medical Hub
- e. Martin Luther King, Jr. Outpatient Center Primary Medical Hub
- f. East San Gabriel Valley Satellite Medical Hub
- g. Department of Children and Family Services field offices, all sites present and future
- h. Health Services Administration

2. Additional E-mHUB System Licenses, as future purchases:

Should COUNTY, in its sole discretion, decide to acquire additional Licenses using Pool Dollars, the License rates/fees shall be as follows:

License Type	Description	Rates/Fees
Primary	Add Primary Medical Hub location	\$50,000.00 License fee for each Primary Medical Hub location + \$14,850 per year Operations and Maintenance fees paid quarterly in advance following 30-day Warranty Period. +One-time \$49,500.00 Implementation Services fee for each primary Medical Hub location
Satellite	Add a Satellite Medical Hub	\$35,000.00 License fee for each Satellite Medical Hub + \$11,138 per year Operationa and Maintenance fees paid quarterly in advance following 30-day Warranty Period. + One-time \$37,125 Implementation Services fee for each Satellite Medical Hub

EXHIBIT C-2

SERVICE LEVEL REQUIREMENTS

E-mHUB Project

GENERAL

This exhibit sets forth CONTRACTOR’s service level commitment with respect to the System provided by CONTRACTOR under the Agreement. CONTRACTOR shall have access via VPN to the ISD Host Site servers to accomplish required Services listed herein. Capitalized terms used in this exhibit without definition shall have the meanings given to such terms in the body of the Agreement.

CONTRACTOR shall provide Operations and Maintenance Services in accordance with the requirements set forth in the Agreement and all sections of this exhibit.

CONTRACTOR shall provide all Operations and Maintenance Services for the System from CONTRACTOR’s business premises, as necessary to fulfill its obligations under the Agreement. COUNTY may reasonably determine that certain Operations and Maintenance Services will require CONTRACTOR’s presence on-site, including the ISD Host Site, in which case the CONTRACTOR shall perform such Operations and Maintenance Services at COUNTY Facilities.

Without limiting CONTRACTOR’s Operations and Maintenance Services obligations, as set forth in the Agreement and the following sections of this exhibit, CONTRACTOR shall perform the following:

1. Maintain and support all components and functionality of the E-mHUB System, including but not limited to the functionality set forth in Attachment A.1 (Existing m-HUB System Requirements (Baseline Application Software)) and Attachment A.2 (Additional System Requirements (Baseline Application Modifications));
2. CONTRACTOR shall make minor enhancements to the E-mHUB System requested by COUNTY such that each request meets the following parameters:
 - a. Will not impact, as reasonably determined by COUNTY, the fundamental core processing attributes of the program being modified or its core processing logic. COUNTY and CONTRACTOR agree, for avoidance of doubt, that not all changes to the Source Code will impact the fundamental core processing attributes of the program being modified or its core processing logic;
 - b. Will be limited to WUI and reports;
 - c. Will not exceed eight (8) hours of development time;
 - d. Will not exceed two (2) requests per month;
3. Resolve all E-mHUB System bug problems;
4. Resolve all System error code messages;
5. Develop a maximum of eight (8) new reports per Agreement year, commencing upon Final System Acceptance, where each report will not exceed forty (40) hours of development time, with a maximum of two (2) reports per month;
6. All Documentation shall be updated to reflect Updates (as defined in Section I below), Version Releases (as defined in Section II below), Interfaces, and/or Third Party Software upgrades, as required by COUNTY.

7. Provide Updates (as defined in Section I below) and Version Releases (as defined in Section II below), as set forth, respectively, in Section I and Section II below;
8. Provide ongoing support for the System as specified above, including support for all Updates (as defined in Section I below), Version Releases (as defined in Section II below), Interfaces, and/or Third Party Software upgrades directly related to the operation of E-mHUB; and provide assistance in Deficiency determination and resolution of all System Software, including Deficiencies relating to Updates (as defined in Section I below), Version Releases (as defined in Section II below), Interfaces, and/or Third Party Software upgrades; and
9. Provide ongoing support for Third Party Software directly related to the operation of E-mHUB as required under Section III below.

I. UPDATES

CONTRACTOR shall develop and implement:

1. System bug fixes and patches;
2. CONTRACTOR-desired System modifications, including database structure, not specifically requested by COUNTY. Any CONTRACTOR-desired System modification not specifically requested by the COUNTY shall be presented to the COUNTY’s Project Manager with a written description of the benefits to COUNTY of the recommended modification. The CONTRACTOR shall take no further action with regard to the modification unless and until written approval is provided by the COUNTY’s Project Manager.
3. Third Party Software upgrades directly related to the operation of E-mHUB as described in Section III below; and
4. Custom Modifications, including those necessary to keep current with all statutory and regulatory changes, may be requested by COUNTY, in accordance with Subparagraph 5.3 (Additional Work) of the Agreement

(Collectively, “Updates”).

With the exception of Custom Modifications, CONTRACTOR shall install and support all Updates as part of Operations and Maintenance Services, at no additional cost to COUNTY.

CONTRACTOR shall test the compatibility of all Updates in an acceptable Test Environment to validate and demonstrate the viability of the Update with all impacted System Software and/or Third Party Software directly related to the operation of E-mHUB. Unless otherwise instructed by the COUNTY in writing, CONTRACTOR shall thereafter immediately implement and place into production all such Updates. Should COUNTY instruct CONTRACTOR to delay immediate implementation and placement into production of any Update, installation of such Update shall be performed on a date and at a time mutually agreed upon by both COUNTY and CONTRACTOR.

Additionally, CONTRACTOR shall provide to COUNTY all Documentation relating to Updates within 30 Days after the creation thereof.

Without limiting the foregoing, at any time in the future, should CONTRACTOR sell the E-mHUB System to a new customer, CONTRACTOR shall provide COUNTY all information related to any enhancements to current functionality, or new functionality, to the core E-mHUB product purchased by the new customer. COUNTY, in its sole discretion, may request that the enhancements or new functionality be incorporated into the E-mHUB System. Upon such request by the COUNTY, CONTRACTOR shall provide COUNTY with a written proposal in accordance with Subparagraph 5.32 of the Agreement. CONTRACTOR's written proposal pursuant to Subparagraph 5.32 of the Agreement shall include costs applicable only to implementing the new functionality within the E-mHUB System and shall not include any developmental costs. The obligations of CONTRACTOR, as set forth in this paragraph, shall also apply to any enhancements or new functionality which is later added to an E-mHUB product delivered to a new customer.

II. VERSION RELEASES AND SUPPORT

In addition to CONTRACTOR's obligation to provide and support Updates as described above, should CONTRACTOR determine that an Update (or accumulation of Updates) or other major modifications to the E-mHUB System are significant enough as to necessitate assigning a new and unique version name or number to the System Software ("Version Release"), CONTRACTOR shall install and support any such new Version Release(s) as a part of Operations and Maintenance Services, at no additional cost to COUNTY over and above what the COUNTY may have already paid for Additional Work that may be a component of such Version Releases. CONTRACTOR shall provide the same Operations and Maintenance Services for the then current Version Release as for all prior Version Releases. In the event that the Production Environment and Test Environment are not running on the same Version Release, CONTRACTOR shall support both environments.

CONTRACTOR shall test the compatibility of all Version Releases in an acceptable Test Environment to validate and demonstrate the viability of the Version Release with all impacted System Software and/or Third Party Software. Unless otherwise instructed by the COUNTY in writing, CONTRACTOR shall thereafter immediately implement and place into production all such new Version Releases. Should COUNTY instruct CONTRACTOR to delay immediate implementation and placement into production of any Version Release, installation of such Version Release shall be performed on a date and at a time mutually agreed upon by both COUNTY and CONTRACTOR.

Additionally, CONTRACTOR shall provide to COUNTY all Documentation relating to Version Releases within 30 Days after the creation thereof.

III. THIRD PARTY SOFTWARE

CONTRACTOR shall provide ongoing maintenance of the E-mHUB System's compatibility with Third Party Software as described in Attachment A.3.1-1. The ISD Host Site will be responsible for maintenance and support of OS, SQL, security/virus, and VPN.

Without limiting the foregoing, CONTRACTOR shall be responsible for:

1. Installing and integrating patches and/or upgrades for Third Party Software directly related to the operation of E-mHUB that COUNTY may need to acquire for supporting additional hardware purchases (e.g., Kofax) and/or Custom Modifications to the E-mHUB System;
2. Troubleshooting issues that trace back, in whole or in part, to Third Party Software; and
3. Alerting COUNTY when Third Party Software upgrades are required. COUNTY may use Pool Dollars to purchase the upgrades.

CONTRACTOR will be responsible for maintenance associated with any Third Party Software directly related to the operation of the E-mHUB system. Third Party Software identified by COUNTY and used by CONTRACTOR as a general purpose product for the operation and delivery of E-mHUB services, will be the responsibility of the COUNTY.

CONTRACTOR shall collaborate with COUNTY on ISD Host Site supported software. COUNTY will coordinate with the CONTRACTOR to test the E-mHUB System when the ISD Host Site installs patches or upgrades that may affect E-mHUB System operations. Such testing shall be included as part of routine Operations and Maintenance Services at no additional cost to COUNTY.

Prior to the installation of any Updates, future Interfaces or new Version Releases to the E-mHUB System, CONTRACTOR shall test the compatibility of same in an acceptable Test Environment to validate and demonstrate the viability of the change with all impacted System Software and/or Third Party Software before seeking authorization from the COUNTY's Project Manager to install the Update, Interface or Version Release into the Production Environment.

IV. HOSTING SUPPORT

A. Hardware Maintenance

Without limiting CONTRACTOR's obligations under the Agreement, including but not limited to Subparagraph 10.3.11, and Deliverable 11.2 (E-mHUB System Certified on ISD Host Site Hardware) of Exhibit A (Statement of Work), CONTRACTOR shall inform COUNTY of any performance problems related to System Hardware and recommend modifications needed to resolve such problems. CONTRACTOR shall work cooperatively with COUNTY to resolve all hardware issues.

B. Performance

Subject to provisions in Section VI (Problem Resolution) below, CONTRACTOR shall evaluate and report System performance relating to the agreed upon System performance warranty as set forth in Section VII (System Performance Warranty) below on a quarterly basis, or as may be requested more frequently by the COUNTY, not to exceed two (2) requests per month.

CONTRACTOR shall log any identified Deficiencies, whether discovered and reported by CONTRACTOR or COUNTY, impacting the performance or operational integrity of the System or ISD Host Site within the CONTRACTOR’s Activity Tracking System (“ATS”) and shall document all corrective action taken to correct the Deficiencies.

C. Downtime

1. Unscheduled Downtime

Unscheduled downtime (“Unscheduled Downtime”) shall mean any time during which any User at any licensed site as set forth in Section 1 (E-mHUB System Licenses) of Attachment B.1 (Licenses), or any additional licensed site as may be acquired by COUNTY, cannot use the System. Unscheduled Downtime does not include Scheduled Downtime. Measurement of Unscheduled Downtime begins when COUNTY notifies CONTRACTOR of the existence of Unscheduled Downtime. CONTRACTOR will take immediate action to resolve the problem and return the system to an operational state. The Unscheduled Downtime (including the cause thereof and related corrective action) will be logged into the ATS by CONTRACTOR. Unscheduled Downtime ends when the COUNTY reasonably determines that the System is operational and restored for User access.

If COUNTY, in its sole discretion, later determines that the Unscheduled Downtime resulted solely from a failure of the System Hardware and/or the COUNTY supported network, and is not attributable in any way to the System Software, CONTRACTOR shall not be held responsible for such Unscheduled Downtime.

2. Scheduled Downtime

Scheduled downtime (“Scheduled Downtime”) shall mean all time that the System cannot be accessed due to scheduled maintenance including, but not limited to, preventative maintenance, installation of Updates, patches, and hardware upgrades, scheduled reboots and restarts. CONTRACTOR shall work with COUNTY to determine mutually agreeable times for Scheduled Downtime.

D. System Backup and Disaster Recovery

The ISD Host Site will provide CONTRACTOR with its disaster recovery procedures. Based on the ISD Host Site plan, CONTRACTOR shall establish procedures to follow in the event of a disaster and submit to COUNTY Project Manager for written approval. CONTRACTOR shall collaborate with COUNTY on disaster recovery efforts as necessary. CONTRACTOR, at the discretion of COUNTY, may be required to participate in disaster recovery activities on-site.

Disaster tests shall be performed minimally once a year, or as requested by COUNTY and agreed to by CONTRACTOR, but not to exceed twice a year.

V. SYSTEM SUPPORT

CONTRACTOR shall provide continuous Operations and Maintenance Services during the support hours, as set forth in Section VI A below, including, without limitation, through a customer support center. Such operational support shall include support services to correct any problems and to remedy Deficiencies in such a way that the System shall operate in accordance with the Requirements and Specifications, including the functional Requirements and System performance Requirements.

VI. PROBLEM RESOLUTION

A. Identification of Deficiencies

The Deficiencies under this Agreement may be identified either as a result of CONTRACTOR's use of its RMPT or as discovered by COUNTY or CONTRACTOR. Upon discovery of a Deficiency by COUNTY, COUNTY will report the Deficiency to CONTRACTOR for resolution in accordance with this Exhibit C.

1. CONTRACTOR shall provide help desk support for up to ten (10) COUNTY-designated contacts, including access to knowledgeable CONTRACTOR personnel who can answer questions on the use of the System or provide analysis on solutions to operational problems, which COUNTY may encounter during Support Hours (as defined below). This shall include unlimited telephone access to help desk support. COUNTY will report any discovered System Deficiencies to CONTRACTOR's help desk support center during support hours via telephone at (800) 519-8949 or as otherwise agreed upon by COUNTY and CONTRACTOR in writing.

CONTRACTOR shall provide support during the business hours of 8:00 a.m. to 6:00 p.m. PT, Monday through Friday excluding COUNTY designated holidays. During non-business hours, CONTRACTOR shall have a business process in place 24/7/365, as agreed to by COUNTY in writing, to address and resolve all Deficiencies within the resolution time requirements, as set forth in Section B below. All CONTRACTOR technical support personnel providing telephone support must do so in a manner such that the

EXHIBIT C-2 – SERVICE LEVEL REQUIREMENTS

communication does not diminish COUNTY's ability to effectively utilize the System or negatively impact users in use of the System.

If an operational issue affecting the use of the System arises after the business hours set forth above, it will be reported to CONTRACTOR via an email sent from the DHS Enterprise Helpdesk to the designated CONTRACTOR email. CONTRACTOR will respond within thirty (30) minutes during business hours and within one (1) hour during non-business hours that they are in receipt of the problem ticket and taking action to identify and resolve the issue. This may include a call to the DHS Enterprise Helpdesk which may include the COUNTY user experiencing the problem, for further definition and understanding, if it is not intuitively obvious what the problem is and its corrective action. During normal business hours, the CONTRACTOR team will provide updates to the DHS Enterprise Helpdesk as required until the problem is resolved and closed.

If it is determined that the problem is not a CONTRACTOR issue, but relates to COUNTY server/network infrastructure or COUNTY location peripheral devices impacted by change actions, CONTRACTOR will notify the DHS Enterprise Helpdesk to assist in providing a resolution to the reported issue.

Should CONTRACTOR identify or otherwise become aware of any Deficiency of which it has reason to believe COUNTY is not aware, CONTRACTOR shall immediately inform COUNTY's Project Manager during normal business hours, as stated above, of the existence of such Deficiency and shall advise COUNTY as to what actions it has taken or plans to take to remedy it.

To mitigate potential problems with COUNTY planned changes (hardware/software/configurations), CONTRACTOR shall receive no less than 24-hour written notification prior to the planned change. If the change to the System or COUNTY environment is unplanned, CONTRACTOR will be notified within a reasonable time frame thereafter.

B. Priority Level Deficiencies

COUNTY, in its sole discretion, will assign one of the priority levels specified below to each incident of Deficiency reported by COUNTY to CONTRACTOR's customer support center and/or entered in CONTRACTOR's ATS. COUNTY will investigate each Deficiency and determine whether such Deficiency resulted solely from a failure of the COUNTY supported network. CONTRACTOR shall not be responsible for Deficiencies where COUNTY reasonably determines that the cause of the Deficiency was not the fault of the CONTRACTOR. As to all other Deficiencies, CONTRACTOR shall resolve each documented Deficiency within the resolution time as specified below. Resolution times shall start tolling either when (i) COUNTY notifies CONTRACTOR of a Deficiency by telephone or otherwise, including CONTRACTOR's customer support center, or (ii) CONTRACTOR enters the Deficiency in the ATS, whichever is earlier, and shall end when CONTRACTOR notifies COUNTY, and COUNTY

EXHIBIT C-2 – SERVICE LEVEL REQUIREMENTS

reasonably determines that the Deficiency has been resolved. In the event that COUNTY later determines that the Deficiency was not the fault of the CONTRACTOR, the CONTRACTOR shall not be held responsible, and no Credits will be assessed.

PRIORITY	DESCRIPTION OF DEFICIENCY	RESOLUTION TIME REQUIREMENT (SUBJECT TO ESCALATION BY COUNTY)
LEVEL 1	Widespread System unavailability; and/or. Production Environment of the System is experiencing Unscheduled Downtime; and/or the E-mHUB System is completely or functionally inoperable (e.g., extremely slow System response times); and/or a major operational impact on COUNTY has occurred, potentially posing a risk to patient care.	Four (4) business hours
LEVEL 2	A problem that severely degrades performance of any System component, and/or restricts the use of one or more features of the E-mHUB System to perform business functions but does not completely restrict usage of the E-mHUB System (e.g., unacceptable System response time, intrusion-related problems); and/or Users can use Application Software, but an important function of Application Software is not available; and/or operations are severely impacted, potentially posing a risk to patient care.	Eight (8) business hours
LEVEL 3	A problem that causes only a minor impact on the use of the E-mHUB System or its performance. The problem can be easily circumvented, but causes some functional restrictions. It does not have a critical or severe impact on operations or patient care.	One (1) week
LEVEL 4	A low impact problem that is not significant to operations, but is a functional issue or creates some unacceptable conditions(s) or potential for error.	As mutually agreed upon by COUNTY and CONTRACTOR

C. Resolution of Deficiencies

1. Resolution Process

The following shall be the process for tracking and/or resolving Deficiencies:

EXHIBIT C-2 – SERVICE LEVEL REQUIREMENTS

- a. CONTRACTOR shall utilize its own Activity Tracking System (ATS) for Deficiency reporting and tracking;
 - b. COUNTY will identify COUNTY staff authorized to access and initiate incident reports/service requests. COUNTY will notify CONTRACTOR in writing of all such authorized personnel;
 - c. For any Deficiency reported by COUNTY or discovered by CONTRACTOR, CONTRACTOR shall immediately, no later than within one (1) hour of discovery, commence a review and begin developing a corrective action plan leading to a fix. CONTRACTOR shall correct all Deficiencies within the resolution times as specified in Section B. (Priority Level Deficiencies) above;
 - d. CONTRACTOR shall commence to develop a workaround or a fix, if applicable, and maintain a sustained level of effort until such workaround or fix is available; and
 - e. CONTRACTOR shall address each reported or identified incident in accordance with this exhibit.
2. Escalation

Without limiting COUNTY's rights, as set forth in the Agreement and this exhibit, including but not limited to COUNTY's right to assess credits against CONTRACTOR, COUNTY or CONTRACTOR may escalate a Deficiency's priority level as necessary for resolution. CONTRACTOR shall assist COUNTY with all aspects of Deficiency resolution and escalation, as required by COUNTY.

If a priority level Deficiency is not resolved within the applicable resolution time set forth in Section IV.B (Priority Level Deficiencies), in addition to other remedies available to COUNTY, CONTRACTOR shall escalate the problem to the next higher level of technical support within CONTRACTOR's organization. COUNTY may also, at any time, escalate any priority level Deficiency within CONTRACTOR's organization.

3. Resolution

CONTRACTOR shall assign a CONTRACTOR technical support team member to diagnose and determine the course of action to resolve Deficiencies. CONTRACTOR shall maintain ongoing communication with COUNTY regarding the status of correction of all Deficiencies reported or discovered. In addition, COUNTY may contact CONTRACTOR personnel to inquire about the status of resolution of any priority level Deficiency.

COUNTY will have appropriate resources available throughout the duration of each Deficiency to provide reasonable cooperation and assistance to CONTRACTOR and will authorize immediate administrative rights, including but not limited to a local administrative account on the device being worked on, and network administrative

access, up to potentially domain administrative privileges and any other necessary access to devices or facilities that would help troubleshoot the issue at hand.

VII. SYSTEM PERFORMANCE WARRANTY

CONTRACTOR represents, warrants, covenants, and agrees that, throughout the term of the Agreement, the System shall meet the System performance Requirements specified as follows:

A. System Availability Warranty

The System shall be available 99.9% of the time during any given month. System availability for a given month is measured using the following formula:

$$(1 - \text{Minute of Unscheduled Downtime} / \text{Total Number of Minutes in Month}) \times 100\%$$

All time shall be measured in one-minute increments with fractions truncated. One month shall be defined as a calendar month. For purposes of the System availability warranty, a 31-day month has 44,640 minutes, a 30-day month has 43,200 minutes, a 29-day month has 41,760, and a 28-day month has 40,320 minutes.

B. System Response Time Warranty

The System shall:

1. Deliver a selected patient record in five (5) seconds or less, on average, as measured over a sixty (60) minute period, from the time a User selects a patient record from the search screen;
2. Deliver the System response time of the WUI in ten (10) seconds or less, on average, as measured over a sixty (60) minute period, from the time a User navigates from one screen to another or saves a record and continues to work in the System;
3. Deliver the System response time of a medical provider approving a 561(a) form(s), as set forth in Requirements 93 through 103 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in one (1) minute or less, on average, per 561(a) form, as measured per day;
4. Deliver the System response time of an incoming DCFS electronic referral, as set forth in Requirements 155 through 167 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in two (2) minutes or less, on average, as measured per day;
5. Deliver the System response time of an “Appointment Status” notification, as set forth in Requirements 252 through 254 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in twenty (20) seconds or less, on average, per notification, as measured per day;

EXHIBIT C-2 – SERVICE LEVEL REQUIREMENTS

6. Deliver the System response time of generating Medical Hub statistical report(s), as set forth in Requirements 265 through 266 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in five (5) minutes or less, on average, for every month of data when reports are run within the mutually agreed upon reporting cycle, as measured per day;
7. Deliver the System response time of generating enterprise statistical report(s), as set forth in Requirements 268 through 269 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in ten (10) minutes or less, on average, per every month of data when reports are run within the mutually agreed upon reporting cycle, as measured per day;
8. Deliver the System response time of the System displaying the scanned CalEMA document package on the WUI upon the completion of Requirements 339 through 340 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in twenty (20) seconds or less, on average, per CalEMA document package, as measured per day; and
9. Deliver the System response time of processing the quality assured CalEMA document package(s), as set forth in Requirements 341 through 348 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in one (1) minute or less, on average, per PDF document package or in multiples of the number of CalEMA document packages processed, as measured per day.

System response time will be measured exclusive of reporting services impacting System resources. COUNTY, in its sole discretion, will determine whether either of the following conditions exist, in which case the System response time warranty will not apply and Credits will not be assessed:

- a. The System is undergoing an Acceptance Test or other System test agreed to by the parties, disaster recovery, or other non-operational System condition; and
- b. Any Unscheduled Downtime resulted solely from a failure of the System Hardware, Operating Systems Software, the COUNTY supported environment, and/or Third Party Software that has not been approved by CONTRACTOR. In all cases, CONTRACTOR shall work closely with the ISD Host Site to provide assistance in the identification of the cause of the Deficiency and the correction of the System Hardware/Software infrastructure for the full resumption of the E-mHUB System.

The System response time warranty shall apply for up to 300 concurrent E-mHUB Users. As used herein, the term "concurrent users" means the identified number of Users logged onto the System simultaneously under normal operational conditions as defined by that User's role as set forth in A.2.2 – (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS)

In the event that the System does not satisfy the System response time warranty, CONTRACTOR shall immediately commence System diagnostics upon receiving notice from

EXHIBIT C-2 – SERVICE LEVEL REQUIREMENTS

COUNTY of System performance issues, and shall treat the issue as a critical support issue. CONTRACTOR shall provide sustained efforts to resolve all critical issues. If the System is not remedied to satisfy the System response time warranty within five (5) days (i.e., 120 hours), the System shall be considered to be experiencing **Unscheduled Downtime** for purposes of the System availability warranty and assessment of Credits.

VIII. REMEDIES AND CREDITS

CONTRACTOR's failure to correct priority level Deficiencies within the applicable prescribed resolution time Requirement set forth in Section VII.B (Priority Level Deficiencies) or to meet the System availability warranty and System response time warranty specified above shall entitle COUNTY to the remedies set forth below.

A. Support Requests. COUNTY shall submit requests for Deficiency Corrections and CONTRACTOR will determine actual classification of issue consistent with the descriptions below. If the COUNTY disagrees with such classification, the CONTRACTOR and COUNTY shall, each acting in good faith, reconsider the classification. Each such request shall be referred to herein as a **“Support Request.”**

B. System Availability Deficiencies

In the event that CONTRACTOR is unable to meet the System availability warranty as set forth in Section VII.A (System Availability Warranty) in any particular month, COUNTY is entitled to Credits and CONTRACTOR shall discount the applicable Operations and Maintenance Fees as follows:

SYSTEM AVAILABILITY / MONTH	HOURLY UNSCHEDULED DOWNTIME RANGE / MONTH	CREDIT PERCENTAGE
98.9% ≤ x < 100%	0:00 – 8:00 hours	None
97.9% ≤ x < 98.9%	8:01 – 15:00 hours	5%
95.9% ≤ x < 97.9%	15:01 – 29:00 hours	15%
93.9% ≤ x < 95.9%	29:01 – 44:00 hours	35%
91.9% ≤ x < 93.9%	44:01 – 58:00 hours	45%
89.9% ≤ x < 91.9%	58:01 – 72:00 hours	50%
87.9% ≤ x < 89.9%	72:01 – 87:00 hours	60%
85.9% ≤ x < 87.9%	87:01 – 101:00 hours	75%
x < 85.9%	Beyond 101:00 hours	Fee Waived for that Month

C. System Response Time Deficiencies and Credits

In the event that CONTRACTOR is unable to meet the System Response Time warranty specified in Section VII.B (System Response Time Warranty) in any particular month, COUNTY will be entitled to Credits. The Credits shall be calculated in accordance with Section IX.A (System Availability Deficiencies).

D. Priority Level Deficiencies

Without limiting COUNTY's rights, as set forth in the Agreement and this exhibit, including but not limited to COUNTY's right to assess credits against CONTRACTOR, in the event that CONTRACTOR fails to correct a priority level Deficiency within the resolution time requirements set forth in Section VII.B (Priority Level Deficiencies) above, COUNTY may immediately escalate the Deficiency to the highest level of support within CONTRACTOR's organization.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	8/14/2024	
BOARD MEETING DATE	11/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Los Angeles County Regional Park and Open Space District (RPOSD)	
SUBJECT	Approval of Sole Source Amendment to the Grants Management System Agreement with Dulles Technology Partners, Inc., for Continued Maintenance and Servicing (All Supervisorial Districts – 3 Votes)	
PROGRAM	IT – Grant Data Collection, Reporting, and Tracking System for RPOSD.	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: In 2018, your Board approved the sole source Agreement with Dulles for the development, licensing, implementation, on-going hosting, maintenance, and servicing of the Grants Management System (GMS). Continued maintenance and support services are needed while a Request for Proposal (RFP) solicitation for a new long term replacement system is released.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The current Agreement expires on 12/31/2024.	
COST & FUNDING	Total cost: \$370,000	Funding source: Measure A Special Tax funds
	TERMS (if applicable): Extend the term for an additional six (6) months, with nine (9) additional month-to-month optional extensions.	
	Explanation: As a result of cost-saving measures, there are available funds within the existing budget to fund the extension period. As a result, no additional funding is required.	
PURPOSE OF REQUEST	The sole source amendment for term extension will allow for continued operation of the GMS system and enable RPOSD enough time to complete an RFP solicitation, to award, negotiate and execute a successor agreement, and to implement a replacement system.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The GMS system supports grant data collection, reporting, and tracking of RPOSD’s Measure A grant program services. The Agreement will expire on December 31, 2024. There is an operational need to continue utilizing the GMS system for grantee funding and program management. To ensure a seamless transition and avoid service disruptions, it is essential to extend the Agreement. This extension will cover the period necessary to implement the new system, train staff, and ensure a smooth transition without interrupting grant services.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Rocio Diaz, Administrative Services Manager, (626) 588-5145 rdiaz@rposd.lacounty.gov	



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

1000 S. Fremont Avenue
Unit #40 Building A-9 East
Ground Floor
Alhambra, CA 91803
(626) 588-5060

RPOSD.LACounty.gov
info@RPOSD.LACounty.gov

July 24, 2024

TO: Supervisor Lindsey P. Horvath, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Norma E. García-González 
Director, Regional Park and Open Space District

SUBJECT: **ADVANCE NOTICE OF INTENT TO AMEND THE SOLE SOURCE GRANTS MANAGEMENT SYSTEM AGREEMENT WITH DULLES TECHNOLOGY PARTNERS, INC. TO EXTEND THE TERM OF SERVICE**

This is to provide the Board advanced notification that the Los Angeles County Regional Park and Open Space District (RPOSD) intends to negotiate a sole source amendment, in compliance with Board Policy 5.100, to extend an existing agreement with Dulles Technology Partners, Inc. (Dulles) for an anticipated additional six (6) months, with up to nine (9) additional month to month optional extensions, for provisioning of its online, paperless Grants Management System (GMS) which automates grant data collection, reporting, and tracking of the District's Measure A grant program services.

The current Sole Source Agreement (Agreement) will expire on December 31, 2024. The sole source amendment will allow for continued operation of the GMS system and enable RPOSD enough time to complete a Request for Proposal (RFP) solicitation, to award, negotiate and execute a successor agreement, and to implement a long-term replacement system. Development of the solicitation is underway, and RFP is expected to be released in the next few weeks.

There will be no impact to the County General Fund as the funding for the system is provided by the Measure A special tax.

Background

On October 2, 2018, your Board approved the Agreement between RPOSD and Dulles for an online, paperless GMS system. The Agreement was in the amount of \$370,000

for the development, licensing, implementation, hosting, maintenance, and servicing of the GMS.

On August 2021, due to cost-saving practices, RPOSD amended the Agreement solely to extend the term and thus allow for the utilization of non-expended allocations for the continued hosting, maintenance, and servicing of the GMS. The Agreement is set to expire on December 31, 2024.

Justification

As RPOSD pursues a new long-term replacement system, there is an operational need to continue utilizing the GMS system for automated grant data collection, reporting, and tracking of grantee funding and program management. If the GMS system was to terminate before a new system is solicited, this would disrupt services to park agencies as it would be difficult to reimburse grantees for maintenance and servicing or completed grant projects. To effectively continue a seamless online system, RPOSD requires an extension of the Agreement, prior to entering into an agreement for the replacement system. The overlapping timeframe is necessary to develop and implement a new system, properly train staff, develop online applications, grant related forms, and educate users prior to launch.

Should a new vendor system be selected, RPOSD would require Dulles' assistance to plan and execute the transition to the new system that minimizes disruptions to RPOSD's operations and the delivery of services. Dulles would support the successful migration of grant data from the existing GMS system to the new system, ensuring that data integrity and security are maintained throughout the migration process. Additionally, Dulles' GMS system would serve as backup in case the new system transition encounters unexpected changes.

Conclusion

RPOSD will proceed with the extension amendment with Dulles as described herein, unless otherwise instructed by your Board. If no objection is received from the Board, we will work with County Counsel to prepare an amendment with Dulles and return to the Board for approval of the amendment.

If you have any questions, please contact me at (626) 588-5373 or your staff may contact Christina Angeles, District Administrator, Regional Park and Open Space District at cangeles@rposd.lacounty.gov or (626) 588-5060.

NEGG:CA:MRT:ee

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	08/14/2024	
BOARD MEETING DATE	09/10/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Treasurer and Tax Collector (TTC)	
SUBJECT	RECOMMENDATION TO AWARD A CONTRACT FOR TREASURY MANAGEMENT SYSTEM TO FIS CAPITAL MARKETS US LLC	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXECUTIVE OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Current contract expires on 09/30/2024.	
COST AND FUNDING	Total cost: \$ 1,201,526	Funding Source: Departmental Budget
	TERMS (if applicable): Five years plus two additional one-year and six month-to-month optional periods.	
	Explanation: N/A	
PURPOSE OF REQUEST	Request for approval to award and execute contract for Treasury Management System (TMS) to FIS Capital Market US LLC (FIS).	
BACKGROUND (include internal/external issues that may exist including any related motions)	The TTC is statutorily responsible for safeguarding public funds in the County Treasury, as well as daily cash management/positioning and disbursement of public funds. As part of this responsibility, the TTC manages and oversees the daily incoming and outgoing wire payments for various County departments and public agencies. In addition, the TTC forecasts the County's cash position on a daily/monthly basis and reconciles reporting to ensure accuracy of the County's liquid cash assets daily. The current TMS vendor is FIS.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	<ul style="list-style-type: none"> • Elizabeth Buenrostro Ginsberg, Treasurer and Tax Collector, (213) 974-2101, eginsberg@ttc.lacounty.gov • Michael Grazer, Assistant Treasurer and Tax Collector, (213) 974-7363, mgrazer@ttc.lacounty.gov • Benjamin Effinger, Operations Chief, (213) 974-7350, beffinger@ttc.lacounty.gov 	



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437, Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

ELIZABETH BUENROSTRO GINSBERG
TREASURER AND TAX COLLECTOR

Board of Supervisors
HILDA L. SOLIS
First District
HOLLY J. MITCHELL
Second District
LINDSEY P. HORVATH
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

September 10, 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:

**TREASURER AND TAX COLLECTOR
RECOMMENDATION TO AWARD A CONTRACT FOR
TREASURY MANAGEMENT SYSTEM
TO
FIS CAPITAL MARKETS US LLC
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The recommended action is to approve a Contract award to FIS Capital Markets US LLC (FIS) for the provision of a new Software as a Service (SaaS) based Treasury Management System (TMS).

IT IS RECOMMENDED THAT THE BOARD:

1. Award and instruct the Chair of the Board of Supervisors (Board) to sign the attached Contract (Exhibit I) with FIS to provide TMS and related services to the County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) commencing upon Board approval for a five-year term, with an option to extend the Contract for two one-year extensions and/or six month-to-month extensions, with a maximum Contract Sum not to exceed \$1,201,526 which is comprised of (i) \$1,001,526 for service costs; and (ii) \$200,000 for Pool Dollars for additional TMS software and/or services, with Pool Dollars expenditures to be authorized through the issuance of change notices and/or amendments, as applicable.

2. Delegate authority to the Treasurer and Tax Collector, or her designee, to execute amendments to the Contract to: (i) add, delete, and/or change certain terms and conditions as mandated by federal, or state, or local law or regulation, or as required by the Board and/or Chief Executive Office (CEO), which are not part of the Statement of Work (SOW); (ii) internally reallocate funds between budget pools within the Contract; (iii) approve assignment and delegation of the Contract, resulting from acquisitions, mergers, or other changes in ownership; and (iv) make changes to the SOW as operationally necessary, with all actions subject to prior approval as to form by County Counsel, and as applicable, review by the Chief Information Officer.
3. Delegate authority to the Treasurer and Tax Collector, or her designee, to execute Change Notices or Amendments to the Contract to: (i) exercise the optional two one-year renewals and six month-to-month extensions; and (ii) increase the maximum Contract Sum by no more than 10 percent based on any unanticipated increases in work volume, or special projects.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The TTC is statutorily responsible for safeguarding public funds in the County Treasury, as well as daily cash management/positioning and disbursement of public funds. As part of this responsibility, the TTC manages and oversees the daily incoming and outgoing wire payments for various County departments and public agencies. In addition, the TTC forecasts the County's cash position on a daily/monthly basis and reconciles reporting to ensure accuracy of the County's liquid cash assets on a daily basis. The current TMS vendor is FIS.

The new TMS is based on current industry leading SaaS technologies that will allow greater flexibility for real time processing, cash positioning, cash forecasting, ad hoc report writing, as well as future development and enhancements. The decision for moving from server-based to cloud-based is in the best interest for the County since it reduces the costs and efforts to manage the software internally. We are confident in FIS's expertise to support our transition from an on-premises version of the TMS software to a SaaS version. The County contracted with FIS to manage our eCommerce services which securely collected over 13 billion dollars in 2023.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan North Star 3 – Realize Tomorrow's Government Today; Focus Area F – Flexible and Efficient Infrastructure.

FISCAL IMPACT/FINANCING

The maximum sum for the entire term of the Contract, including optional term extensions, is \$1,201,526. Funding for TMS has been included in the TTC's Fiscal Year 2024-25 Budget and will be included in each subsequent year's budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code 31000, the Board is authorized to Contract for special services. FIS has been our current Treasury Management software vendor since 2017. The recommended Contract includes adequate terms and conditions to protect the County, which are substantially similar to the current Contract. There have been no contracting issues, or breaches with FIS under the current Contract. The TTC worked closely with the CEO Risk Management, County Counsel, and Chief Information Office (CIO) to negotiate the most advantageous and commercially responsible terms possible for the County. During the initial Contract with FIS, the TTC and County Counsel engaged in extensive negotiations with FIS regarding the County's standard terms and conditions. These mutually agreed upon terms and conditions were carried over into this new Contract.

The CIO has reviewed the Board Letter and recommends approval. The CIO determined that because the new Contract with FIS is substantially similar to the previous contract, no formal CIO Analysis is required. While no new functionality is currently being implemented, the system will be migrated from a server-based system residing at the County Data Center to a cloud-based system hosted by FIS. Because of that, the CIO security team has validated that all terms related to security and incident response have been incorporated into the Contract. The Chief Information Security Officer also reviewed the Contract and did not identify any information technology security or privacy related issues.

The recommended Contract contains your Board's required provisions that are applicable to the Contract, including the requirement for the firms to comply with Government Code Section 84308 relating to campaign contribution prohibitions.

The TTC will not request FIS to perform services that exceed the Contract Sum, scope of work, or extend beyond the term of the Contract. The Contract expressly provides that the County does not have an obligation to pay for services by FIS that exceed the maximum Contract Sum. As to the maintenance and support of the existing legacy TMS, FIS will maintain the legacy TMS under the new Contract until the TTC transitions to the new TMS.

CONTRACTING PROCESS

On March 23, 2023, the TTC released a Request for Proposals (RFP) for the provision of the new TMS and posted the RFP on the County's open bids website of registered

vendors (Attachment A) under the following Commodity Codes, which consisted of approximately 2,000 registered vendors.

- 91829 – Consulting Services – Computer Software
- 94656 – Investment Management Services
- 91804 – Consulting – Accounting/Auditing/Budget
- 94625 – Banking Services
- 94629 – Cash Management Services

The RFP was also posted on the TTC website and emailed to 30 firms on TTC's mailing list. Additionally, the TTC notified the Department of Consumer and Business Affairs of the RFP release for TMS, and it notified its vendor community.

A Mandatory Proposers' Conference was held on April 11, 2023, with four firms attending. Subsequently, the TTC issued one RFP addenda. Addendum One provided updated information regarding (1) Redlined Contract Clarification, (2) Partner Banking Institutions, and (3) Cash Flow Forecasting.

The proposal submission due date was May 4, 2023, at 5:00 p.m., Pacific Time. The TTC received two proposals by the due date from the following proposers: FIS and Coupa Software Inc. (Coupa).

The TTC evaluated proposals by utilizing the County's Informed Averaging scoring methodology. The proposal submitted by FIS was the highest ranked, most responsive and responsible proposal, demonstrating FIS' understanding of the Contract requirements. Additionally, FIS has more than 50 years of experience providing TMS solutions to over 300 clients, including but not limited to, Orange County, Riverside County, and University of California. FIS has roughly 650 federal, state, county, city, and authorities, including but not limited to, California State Treasurer's Office, California State Controller's Office, City and County of San Francisco, State of Oregon, State of Washington, State of Texas, State of New York, State of Ohio, State of Illinois, U.S. Department of Transportation, and U.S. Department of Agriculture Food and Nutrition Services.

On October 12, 2023, the TTC notified the non-awarded proposer, Coupa, in writing and provided it with instructions for requesting a debriefing. Coupa did not request a debriefing from the TTC.

During the negotiation process, the TTC worked closely with County Counsel regarding FIS's requested exceptions and changes to Contract provisions. The majority of the exceptions were agreed upon previously in the current Contract. Since this was a SaaS

solution, the maintenance and service agreements were modified to use the existing FIS provisions.

County Counsel has approved the Contract, as to form. The CIO reviewed the Board Letter and Contract. The CIO concurs with the TTC's recommendation. The County's Information Security Officer reviewed and accepted the change submitted to the County's approved information security requirements language.

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

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

IMPACT ON CURRENT SERVICES

Approval of the recommended Contract will enable the TTC to continue providing required Treasury Management and cash flow services to the County Treasury, integral to safeguarding public funds.

Respectfully submitted,

Reviewed by:

ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector

PETER LOO
Chief Information Officer

EBG:MG:VN:DS:lc

Enclosures

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



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⊕ Solicitation Information

Solicitation Number:	TTC RFP 2023-01 TMS		
Title:	Treasury Management System		
Department:	Treasurer and Tax Collector		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	CONSULTING SERVICES - COMPUTER SOFTWARE		
Description:	<p>The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for provision of a Treasury Management System.</p> <p>You may download the RFP from the Internet by accessing the County's website at https://camisvr.co.la.ca.us/lacobids/, selecting "Open Solicitations," and then searching by the solicitation title of Treasury Management System. You may also download the RFP by accessing the TTC's website https://ttc.lacounty.gov/contract-opportunities/. Potential Proposers are responsible for downloading and reviewing the entire RFP.</p> <p>The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Potential Proposers that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, are invited to submit a proposal to provide the services described in Exhibit A, Statement of Work, of Appendix A, Sample Contract. Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.</p> <p>Pursuant to Subparagraph 7.6.7, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety and replace the County's Standard Terms and Conditions with the Proposer's. The TTC will consider such a proposal to be non responsive.</p> <p>The TTC will recommend approval of the contract to the most responsive and responsible Proposer. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a Proposer that lists large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a Proposer that is able to accept the Standard Terms and Conditions as is,</p> <p>without any exception, is more responsive to the RFP than a Proposer that takes number of exceptions to the Standard Terms and Conditions.</p> <p>During the negotiations process, the TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the Proposer did not list in its proposal. If the Proposer had listed the exception in the proposal, the Proposer's score would likely have been less than originally calculated, thereby having a potential impact to the ranking of all proposals.</p> <p>A virtual Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at 11:00 a.m. Pacific Time (PT) on Tuesday, April 11, 2023. Vendors that intend to submit proposals must attend this Conference or will be disqualified. To register to attend the Conference, please send an email to David Sandoval, Contracts Section, at contracts@ttc.lacounty.gov no later than 5:00 p.m. PT on Friday, April 7, 2023.</p> <p>Proposals must be prepared in accordance with Paragraph 7, Business Proposal Requirements and Evaluation. Proposals are due no later than 5:00 p.m. PT on Thursday, May 4, 2023, and shall be emailed to: contracts@ttc.lacounty.gov. Proposals received after the scheduled deadline will not be accepted.</p>		
Open Day:	3/23/2023	Closed Date:	5/4/2023 5:00:00 PM
Contact Name:	David Sandoval	Contact Phone:	(213) 974-7360
Contact Email:	contracts@ttc.lacounty.gov		
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➤ Solicitation Information

Solicitation Number:	TTC RFP 2023-01 TMS_A		
Title:	Treasury Management System		
Department:	Treasurer and Tax Collector		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	INVESTMENT MANAGEMENT SERVICES		
Description:	<p>The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for provision of a Treasury Management System.</p> <p>You may download the RFP from the Internet by accessing the County's website at https://camisvr.co.la.ca.us/lacobids/, selecting "Open Solicitations," and then searching by the solicitation title of Treasury Management System. You may also download the RFP by accessing the TTC's website https://ttc.lacounty.gov/contract-opportunities/. Potential Proposers are responsible for downloading and reviewing the entire RFP.</p> <p>The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Potential Proposers that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, are invited to submit a proposal to provide the services described in Exhibit A, Statement of Work, of Appendix A, Sample Contract. Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.</p> <p>Pursuant to Subparagraph 7.6.7, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety and replace the County's Standard Terms and Conditions with the Proposer's. The TTC will consider such a proposal to be non responsive.</p> <p>The TTC will recommend approval of the contract to the most responsive and responsible Proposer. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a Proposer that lists large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a Proposer that is able to accept the Standard Terms and Conditions as is,</p> <p>without any exception, is more responsive to the RFP than a Proposer that takes number of exceptions to the Standard Terms and Conditions.</p> <p>During the negotiations process, the TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the Proposer did not list in its proposal. If the Proposer had listed the exception in the proposal, the Proposer's score would likely have been less than originally calculated, thereby having a potential impact to the ranking of all proposals.</p> <p>A virtual Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at 11:00 a.m. Pacific Time (PT) on Tuesday, April 11, 2023. Vendors that intend to submit proposals must attend this Conference or will be disqualified. To register to attend the Conference, please send an email to David Sandoval, Contracts Section, at contracts@ttc.lacounty.gov no later than 5:00 p.m. PT on Friday, April 7, 2023.</p> <p>Proposals must be prepared in accordance with Paragraph 7, Business Proposal Requirements and Evaluation. Proposals are due no later than 5:00 p.m. PT on Thursday, May 4, 2023, and shall be emailed to: contracts@ttc.lacounty.gov. Proposals received after the scheduled deadline will not be accepted.</p>		
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Contact Name:	David Sandoval	Contact Phone:	(213) 974-7360
Contact Email:	contracts@ttc.lacounty.gov		
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➤ Solicitation Information

Solicitation Number:	TTC RFP 2023-01 TMS_B		
Title:	Treasury Management System		
Department:	Treasurer and Tax Collector		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	CONSULTING - ACCOUNTING/AUDITING/BUDGET		
Description:	<p>The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for provision of a Treasury Management System.</p> <p>You may download the RFP from the Internet by accessing the County's website at https://camisvr.co.la.ca.us/lacobids/, selecting "Open Solicitations," and then searching by the solicitation title of Treasury Management System. You may also download the RFP by accessing the TTC's website https://ttc.lacounty.gov/contract-opportunities/. Potential Proposers are responsible for downloading and reviewing the entire RFP.</p> <p>The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Potential Proposers that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, are invited to submit a proposal to provide the services described in Exhibit A, Statement of Work, of Appendix A, Sample Contract. Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.</p> <p>Pursuant to Subparagraph 7.6.7, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety and replace the County's Standard Terms and Conditions with the Proposer's. The TTC will consider such a proposal to be non responsive.</p> <p>The TTC will recommend approval of the contract to the most responsive and responsible Proposer. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a Proposer that lists large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a Proposer that is able to accept the Standard Terms and Conditions as is,</p> <p>without any exception, is more responsive to the RFP than a Proposer that takes number of exceptions to the Standard Terms and Conditions.</p> <p>During the negotiations process, the TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the Proposer did not list in its proposal. If the Proposer had listed the exception in the proposal, the Proposer's score would likely have been less than originally calculated, thereby having a potential impact to the ranking of all proposals.</p> <p>A virtual Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at 11:00 a.m. Pacific Time (PT) on Tuesday, April 11, 2023. Vendors that intend to submit proposals must attend this Conference or will be disqualified. To register to attend the Conference, please send an email to David Sandoval, Contracts Section, at contracts@ttc.lacounty.gov no later than 5:00 p.m. PT on Friday, April 7, 2023.</p> <p>Proposals must be prepared in accordance with Paragraph 7, Business Proposal Requirements and Evaluation. Proposals are due no later than 5:00 p.m. PT on Thursday, May 4, 2023, and shall be emailed to: contracts@ttc.lacounty.gov. Proposals received after the scheduled deadline will not be accepted.</p>		
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Contact Email:	contracts@ttc.lacounty.gov		
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Solicitation Information

Solicitation Number:	TTC RFP 2023-01 TMS_C		
Title:	Treasury Management System		
Department:	Treasurer and Tax Collector		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	BANKING SERVICES		
Description:	<p>The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for provision of a Treasury Management System.</p> <p>You may download the RFP from the Internet by accessing the County's website at https://camisvr.co.la.ca.us/lacobids/, selecting "Open Solicitations," and then searching by the solicitation title of Treasury Management System. You may also download the RFP by accessing the TTC's website https://ttc.lacounty.gov/contract-opportunities/. Potential Proposers are responsible for downloading and reviewing the entire RFP.</p> <p>The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Potential Proposers that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, are invited to submit a proposal to provide the services described in Exhibit A, Statement of Work, of Appendix A, Sample Contract. Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.</p> <p>Pursuant to Subparagraph 7.6.7, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety and replace the County's Standard Terms and Conditions with the Proposer's. The TTC will consider such a proposal to be non responsive.</p> <p>The TTC will recommend approval of the contract to the most responsive and responsible Proposer. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a Proposer that lists large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a Proposer that is able to accept the Standard Terms and Conditions as is,</p> <p>without any exception, is more responsive to the RFP than a Proposer that takes number of exceptions to the Standard Terms and Conditions.</p> <p>During the negotiations process, the TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the Proposer did not list in its proposal. If the Proposer had listed the exception in the proposal, the Proposer's score would likely have been less than originally calculated, thereby having a potential impact to the ranking of all proposals.</p> <p>A virtual Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at 11:00 a.m. Pacific Time (PT) on Tuesday, April 11, 2023. Vendors that intend to submit proposals must attend this Conference or will be disqualified. To register to attend the Conference, please send an email to David Sandoval, Contracts Section, at contracts@ttc.lacounty.gov no later than 5:00 p.m. PT on Friday, April 7, 2023.</p> <p>Proposals must be prepared in accordance with Paragraph 7, Business Proposal Requirements and Evaluation. Proposals are due no later than 5:00 p.m. PT on Thursday, May 4, 2023, and shall be emailed to: contracts@ttc.lacounty.gov. Proposals received after the scheduled deadline will not be accepted.</p>		
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Contact Name:	David Sandoval	Contact Phone:	(213) 974-7360
Contact Email:	contracts@ttc.lacounty.gov		
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⊕ Solicitation Information

Solicitation Number:	TTC RFP 2023-01 TMS_D		
Title:	Treasury Management System		
Department:	Treasurer and Tax Collector		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	CASH MANAGEMENT SERVICES		
Description:	<p>The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for provision of a Treasury Management System.</p> <p>You may download the RFP from the Internet by accessing the County's website at https://camisvr.co.la.ca.us/lacobids/, selecting "Open Solicitations," and then searching by the solicitation title of Treasury Management System. You may also download the RFP by accessing the TTC's website https://ttc.lacounty.gov/contract-opportunities/. Potential Proposers are responsible for downloading and reviewing the entire RFP.</p> <p>The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Potential Proposers that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, are invited to submit a proposal to provide the services described in Exhibit A, Statement of Work, of Appendix A, Sample Contract. Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.</p> <p>Pursuant to Subparagraph 7.6.7, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety and replace the County's Standard Terms and Conditions with the Proposer's. The TTC will consider such a proposal to be non responsive.</p> <p>The TTC will recommend approval of the contract to the most responsive and responsible Proposer. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a Proposer that lists large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a Proposer that is able to accept the Standard Terms and Conditions as is,</p> <p>without any exception, is more responsive to the RFP than a Proposer that takes number of exceptions to the Standard Terms and Conditions.</p> <p>During the negotiations process, the TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the Proposer did not list in its proposal. If the Proposer had listed the exception in the proposal, the Proposer's score would likely have been less than originally calculated, thereby having a potential impact to the ranking of all proposals.</p> <p>A virtual Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at 11:00 a.m. Pacific Time (PT) on Tuesday, April 11, 2023. Vendors that intend to submit proposals must attend this Conference or will be disqualified. To register to attend the Conference, please send an email to David Sandoval, Contracts Section, at contracts@ttc.lacounty.gov no later than 5:00 p.m. PT on Friday, April 7, 2023.</p> <p>Proposals must be prepared in accordance with Paragraph 7, Business Proposal Requirements and Evaluation. Proposals are due no later than 5:00 p.m. PT on Thursday, May 4, 2023, and shall be emailed to: contracts@ttc.lacounty.gov. Proposals received after the scheduled deadline will not be accepted.</p>		
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Contact Email:	contracts@ttc.lacounty.gov		
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CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

TREASURER AND TAX COLLECTOR

AND

FIS CAPITAL MARKETS US LLC

FOR

TREASURY MANAGEMENT SYSTEM

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STANDARD EXHIBITS

- A** Statement of Work
- A1** Statement of Work Attachments and Exhibits
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- B** Pricing Schedule
- C** Intentionally Omitted
- D** County’s Administration
- E** Contractor’s Administration
- F** Intentionally Omitted
- G** Safely Surrendered Baby Law
- H** Defaulted Property Tax Reduction Program

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
AND
FIS CAPITAL MARKETS US LLC
FOR
TREASURY MANAGEMENT SYSTEM**

This Contract ("Contract") made and entered into this ____ day of _____, 20____ ("Effective Date") by and between the County of Los Angeles, hereinafter referred to as County, and FIS Capital Markets US LLC, hereinafter referred to as "Contractor." Contractor is located at 347 Riverside Avenue Jacksonville, FL 32202.

RECITALS

WHEREAS, California [Government Code Section 31000](#) authorizes the Board of Supervisors of the County (Board) to contract for special services; and

WHEREAS, the County desires to contract with a private business for a Treasury Management System and the County has determined that the Treasury Management System to be provided under this Contract are extraordinary and necessary; and

WHEREAS, the Contractor is a private firm specializing in providing a Treasury Management System, as defined below; and

WHEREAS, the Contractor has submitted a proposal to the County of Los Angeles Department of Treasurer and Tax Collector (TTC) for the provision of such a System and based upon the Request for Proposals (RFP) process, Contractor has been selected for recommendation for award of such Contract; and

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

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

1 APPLICABLE DOCUMENTS

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

1.1 Standard Exhibits:

Exhibit A	Statement of Work
Exhibit A1	Statement of Work Attachments and Exhibits
Exhibit A2	Statement of Work Exhibits
Exhibit B	Pricing Schedule
Exhibit C	Intentionally Omitted
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Intentionally Omitted
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Defaulted Property Tax Reduction Program

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

2 DEFINITIONS

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

Additional Component(s): Any function or module that is (i) not included in the Solution then licensed by the County under this Contract; and (ii) not otherwise to be provided to the County under this Contract as an Update to the Solution, which Additional Component(s) may be provided upon written agreement with the County in the form of Additional Work in accordance

with Subparagraph 2.1

- 2.1 Additional Work:** Solution configurations, modifications, Additional Components and/or Professional Services, which may be provided by the Contractor to the County upon written agreement with the County in the form of Additional Work accordance with Subparagraph 3.4.
- 2.2 Board of Supervisors (Board):** The Board of the County acting as governing body.
- 2.3 Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.4 Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.5 Contract:** This agreement executed between County and Contractor, together with all exhibits, appendices, and attachments hereto, all as modified in accordance with the terms hereof. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (SOW), Exhibit A.
- 2.6 Contract Term:** As defined in Paragraph 4.0 – Term of Contract.
- 2.7 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.8 Contractor’s Authorized Official(s):** The individual authorized by the Contractor, that the Contractor represents and warrants such individual, has actual authority to execute documents under this Contract on behalf of the Contractor.
- 2.9 Contractor’s Project Director:** The individual authorized by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor’s Project Manager. Additionally, Contractor’s Project Director must oversee all projects and serve as a point of escalation, as needed.
- 2.10 Contractor’s Project Manager:** The individual authorized by the Contractor to administer the Contract operations under this Contract.
- 2.11 Contractor’s Employees:** Any person designated by the Contractor to perform services under this Contract.
- 2.12 County:** The County of Los Angeles.
- 2.13 County Data:** All of the County confidential information, data,

records, and information of the County stored in the Solution and to which Contractor has access.

- 2.14 County Information:** All Data and Information belonging to the County.
- 2.15 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County observed holidays unless otherwise stated in the SOW or Contract. A list of County observed holidays may be found on the County's website <https://ttc.lacounty.gov/county-holidays/>.
- 2.16 County's Project Director:** The individual authorized by the TTC with authority for the County to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager. Additionally, County's Project Director must oversee all projects and serve as a point of escalation, as needed.
- 2.17 County's Project Manager:** The individual authorized by the County's Project Director to manage the operations under this Contract.
- 2.18 Data:** A subset of Information comprised of qualitative or quantitative values.
- 2.19 Day(s):** Calendar day(s) unless otherwise specified.
- 2.20 Deficiency:** Defects in design, development, implementation, materials and/or workmanship, errors, omissions, deviations from published and/or mutually agreed upon standards or Specifications under this Contract which result in the Solution not performing in strict compliance with the provisions of this Contract and the Specifications.
- 2.21 Deliverables:** Whether singular or plural, will mean any task, subtask, good, work, or items and/or services provided or to be provided by the Contractor under this Contract identified, by designation or context, in the SOW, Exhibits, Attachments, Schedules, or any document associated with the foregoing.
- 2.22 Documentation:** The standard user documentation Contractor provides for the Solution, as such documentation may be updated from time to time for its general customer base.
- 2.23 Effective Date:** The date of approval of this Contract by County's Board.
- 2.24 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.25 Implementation Services:** The tasks, deliverables, goods,

services, and other work described in Exhibit A - SOW, other than Additional Work.

- 2.26 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.
- 2.27 Interface:** Either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b) translate or convert data in a format used by the County or a third-party to a format supported at County or vice versa.
- 2.28 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract that the TTC will evaluate to assure the Contractor meets performance standards, as specified in this Contract and SOW.
- 2.29 Proposal:** A Contractor's response to an RFP detailing the Contractor's proposed work specifications and pricing for performing the work requested in the County's solicitation.
- 2.30 Pool Dollars:** Absent an Amendment in accordance with Subparagraph 8.1, Change Notices and Amendments, the maximum amount allocated under this Contract for the provision by Contractor of Additional Work approved by the County in accordance with the Terms of this Contract.
- 2.31 Production Use:** The actual use of the Solution in the production environment to process actual live data in County's day-to-day operations.
- 2.32 Professional Services:** Services including, but not limited to, consulting services and/or additional training, which Contractor may provide upon written agreement with the County in the form of Additional Work in accordance with Subparagraph 3.4.
- 2.33 Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in Exhibit A, SOW.
- 2.34 Secure Shell (SSH) File Transfer Protocol (SFTP):** File transfer protocol to securely access and transfer files over a secure tunnel.
- 2.35 Services:** Collectively, the Implementation Services, the Support Services, the Professional Services, other services provided as Additional Work, and Transition Services under and

in accordance with this Contract.

- 2.36 Specifications:** Collectively, the System Requirements and the Documentation.
- 2.37 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract, attached as Exhibit A.
- 2.38 Subcontractor(s):** Any individual, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services, equipment, and/or materials to Contractor in furtherance of Contractor's performance under this Contract, under oral or written agreement.
- 2.39 Solution:** The Cloud-based/SaaS software services Contractor provides under this Contract, including, without limitation, all components, equipment, software, hardware, and Documentation, excluding the Services, as specified, modified, and used to provide the solution that will be provided by Contractor under this Contract.
- 2.40 System Requirements.** The hardware and software requirements County's system(s) must meet in order to use the Solution.
- 2.41 Third-Party Software:** All software and content licensed, leased, or otherwise obtained by the Contractor from a third-party, and used with Solution or used for the performance of the Services.
- 2.42 Treasurer and Tax Collector:** The director of the County of Los Angeles Department of Treasurer and Tax Collector.
- 2.43 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.44 Update(s):** Changes to the Solution including, but not limited to: (a) a bug fix, patch, or redistribution of the Solution that corrects an error as well as addresses common functional and performance issues; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements (sometimes accompanied by a change in the reference to the Solution such as a change in the number to the left of the period in the version numbering format X.XXX); or (c) any modifications to the Solution designed to improve its operation, usefulness, or completeness that is made generally available by the Contractor to its other customers.

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth in herein, including, but not limited to, Exhibit A, SOW.
- 3.2** The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract must conform to high professional standards as exist in the Contractor's profession or field of practice.
- 3.3** If the Contractor provides any tasks, deliverables, goods, services, and/or other work, other than as specified in this Contract or as otherwise agreed to in writing in accordance with this Contract or with applicable law, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim against the County for payment for such items, provided that the County returns and/or destroys any such items that are capable of being destroyed, so long as returning or destroying such items can be done without materially adversely impacting the Solution.
- 3.4** Upon County's written request and mutual approval of the parties pursuant to the terms of this Contract, Contractor must provide Additional Work, including additional configuration and/or Professional Services, in accordance with this Subparagraph, Subparagraph 8.1 – Change Notices and Amendments, and Exhibit A, SOW, at the applicable pricing terms set forth in Exhibit B, Pricing Schedule.
- 3.5** To the extent reasonably necessary for Contractor to perform its obligations under this Contract, the County will provide to Contractor access to County's equipment, data, and employees, and will otherwise cooperate with Contractor in its performance hereunder, all as reasonably necessary for Contractor to perform its obligations under this Contract.
- 3.6** To the extent this Contract requires the County's project management personnel to approve services prior to Contractor's invoicing for such work, it is understood and agreed that the County will ensure that the appropriate County personnel timely provide(s) such written approval.

4 TERM OF CONTRACT

- 4.1** The Contract Term will commence upon the Effective Date and will continue for five years, unless sooner terminated or extended in whole or in part.
- 4.2** After the initial term, the TTC will have the sole option to extend the Contract Term for up to two additional one-year and/or six month-to-month extensions, for a maximum total Contract Term of seven years and six months. The TTC may exercise each such extension option at its sole discretion. In the event the TTC desires to renew the Contract by exercising an option term, the TTC will provide Contractor with a written notice of intent to renew the Contract at least 30 calendar days prior to the expiration of the then current term of the Contract. The option to renew will be set forth in writing, as provided in Subparagraph 8.1, Change Notices and Amendments, of this Contract.
- 4.3** The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract Term extension option.
- 4.4** The Contractor must use commercially reasonable efforts to notify the County's Project Director when this Contract is within six months of the expiration of the Contract Term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the County's Project Director at the address herein provided in Exhibit D, County's Administration.

5 CONTRACT SUM

5.1 TOTAL CONTRACT SUM

- 5.1.1** The maximum Contract Sum under the terms of this Contract will be the total monetary amount payable by the County to the Contractor for provision of the Solution and Services specified herein in accordance with Exhibit B, Pricing Schedule, and must not exceed \$1,201,526.
- 5.1.2** Contract rates specified in Exhibit B, Pricing Schedule, must remain firm and fixed for the Contract Term including all option extensions.
- 5.1.3** The Contractor will not be entitled to payment or reimbursement for any tasks, deliverables or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

5.1.4 The maximum Contract Sum in Subparagraph 5.1.1 must be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other State and local sales/use taxes on the Solution and all Services provided by the Contractor to the County pursuant to or otherwise due as a result of this Contract, including, but not limited to, the product of as-needed Services and enhancements or changes to the Solution, to the extent applicable. All California sales/use taxes must be paid directly by the Contractor to the State or other taxing authority. Contractor will be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which the County does not hold title.

5.2 WRITTEN APPROVAL FOR REIMBURSEMENT

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

5.3 NOTIFICATION OF 75% OF TOTAL CONTRACT SUM

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

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

Other than as agreed to in writing in accordance with this Contract or with applicable law, the Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. The County must be entitled to immediate repayment of any such payments received by the Contractor. Payment by the County for services rendered after expiration termination of this Contract will not constitute a waiver of the County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 INVOICES AND PAYMENTS

- 5.5.1** The Contractor must invoice the County in accordance with Exhibit B, Pricing Schedule. Invoices must include all charged owed to the Contractor by the County under the terms of this Contract. County's payments to Contractor will be as provided in Exhibit B, Pricing Schedule, or the applicable Change Notice. The making of any payment or payment by the County, or receipt thereof by the Contractor, will not imply written approval of, or acceptance by the County of such items or the waiver of any warranties or requirements of this Contract.
- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B, Pricing Schedule.
- 5.5.3** The TTC will pay all invoices via Electronic Funds Transfer (EFT). The Contractor is responsible for updating banking information timely if there are any changes, and notify Fiscal Services Section at ttcbudget@ttc.lacounty.gov.
- 5.5.4** The Contractor's invoices must be legible and accurate. Each monthly invoice must include, at a minimum, the following information:
- Contractor's name and address
 - TTC's name and address
 - Invoice date
 - Unique invoice number
 - Month/Year when service was delivered
 - Contractor's Tax Identification Number
 - Remittance Address
 - Contract Name and Number
 - The tasks, subtasks, deliverables, goods, services or other work as described in Exhibit A, SOW, the applicable Change Notice and Exhibit B, Pricing Schedule, for which payment is claimed.
 - Each line item on the invoice should be numbered sequentially.
- 5.5.5** If Contractor fails to submit the monthly invoices to the County by the 15th calendar day of the month following the month of service, the invoice will be deemed received on the first of the following month.
- 5.5.6** All invoices and supporting documentation must be

submitted via email to:

ttcbudget@ttc.lacounty.gov

5.5.7 The County's Project Manager will contact the Contractor when a revised invoice is required to correct a discrepancy in the invoiced amount and/or service provided. The Contractor must notate "Revised" or "Corrected" on the corrected invoice, update the invoice date, and resubmit in accordance with Subparagraph 5.5.6. If the revised invoice uses a different invoice number, the revised invoice must also reference the original invoice number.

5.5.8 Other than as agreed to in writing in accordance with this Contract, the Contractor must not invoice the County in advance, nor will the Contractor be entitled to advance payment for any tasks, subtasks, deliverables, goods.

5.5.9 INTENTIONALLY OMITTED

5.6 COUNTY APPROVAL OF INVOICES

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. The County will not withhold approval for payment for any reason other than a discrepancy as determined in good faith in accordance with Subparagraph 5.5.11.

5.5.10 INVOICE DISCREPANCIES

The County's Project Director will review each invoice with noted discrepancies. The County will pay any undisputed invoices in accordance with the usual payment terms herein. With respect to any invoices which are disputed in good faith, the County's Project Director will, within 30 calendar days of receipt thereof, notify the Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor will review the disputed charges and send a written explanation detailing the basis for such charges within 30 calendar days after the Contractor receives County's notification of discrepancies and disputed charges. If County's Project Director does not agree with the explanation given by the Contractor, disputed amounts will be resolved in accordance with the Dispute Resolution Procedure described in Paragraph 8.31.

5.5.11 OVERPAYMENT OF INVOICES

Any overpayment received by the Contractor must be returned to County within 30 days of discovery by the Contractor or notification by the County's Project Manager, whichever occurs first. If the County and the Contractor have a good faith disagreement as to whether an overpayment has occurred, the parties will use the process described in Subparagraph 5.5.10 to address the matter.

5.5.12 PAYMENT OF UNDISPUTED INVOICES

Other than as stated in Exhibit B, the County will pay undisputed invoices within 45 calendar days of receipt thereof.

5.5.14 LOCAL SMALL BUSINESS ENTERPRISES – PROMPT PAYMENT PROGRAM

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

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

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

5.6.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

5.6.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not

feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 COUNTY'S ADMINISTRATION

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

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

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

6.2 COUNTY'S PROJECT DIRECTOR

6.2.1 The County's Project Director is responsible for ensuring that the objectives of this Contract are met and determining the Contractor's compliance with this Contract. This includes inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.2.2 The County's Project Director is responsible for providing, among other things, overall direction to the Contractor in the areas relating to County and TTC policy, information requirements, and procedural requirements. Additionally, County's Project Director must oversee all projects and serve as a point of escalation, as needed.

6.2.3 The County's Project Director is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Subparagraph 8.1, Change Notices and Amendments, of this Contract, and is not authorized to further obligate the County in any respect whatsoever.

6.3 COUNTY'S PROJECT MANAGER

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

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

6.4 COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO)

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

6.5 COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

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

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

7.1 CONTRACTOR'S PROJECT DIRECTOR

7.1.1 The Contractor's Project Director must be a full-time employee of the Contractor. The Contractor's Project Director must be the principal officer in the Contractor's office to service this Contract and to act as a liaison for the Contractor in coordinating the performance of services under the Contract. The Contractor must provide the TTC, in writing of the name, address, and telephone number of the individual designated to act as the

Contractor's Project Director at the time the Contract is implemented and as changes occur during the Contract Term. Such notification must be made by the Contractor no later than five business days after a change occurs. Contractor will provide a current resume for the new Contractor's Project Director promptly following the County's request.

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

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

7.2 CONTRACTOR'S PROJECT MANAGER

7.2.1 The Contractor's Project Manager is designated in Exhibit E and must be a full-time employee of the Contractor. The Contractor must inform the County's Project Manager and the County's Project Director in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Project Manager as changes occur during the Contract Term. Such notification must be made by the Contractor no later than five business days after a change occurs and will include a current resume for the new Contractor's Project Manager.

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

7.2.3 The Contractor's Project Manager must use commercially reasonable efforts to be available during work hours, 7:00 a.m. to 4:00 p.m. Pacific Time (PT), Monday through Friday, excluding Contractor holidays, for telephone and email contact and to meet as mutually agreed with the County's Project Manager to discuss the Contract.

7.3 CONTRACTOR'S FINANCIAL MANAGER

Exhibit E (Contractor's Administration) reflects the designation of the Contractor's Financial Manager. The Contractor must notify the County in writing of any change in the name or address of the Contractor's Financial Manager.

The Contractor must assign a Financial Manager to act as liaison for the Contractor and have full authority to act on behalf of Contractor in all matters related to payments and fees under this Contract. The Contractor's Financial Manager must be reasonably available for telephone contact.

7.4 CONTRACTOR'S STAFF

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

7.4.2 The Contractor is responsible for providing training and supervising employees assigned to perform services under this Contract. All employees assigned by the Contractor to perform these services must at all times be employees of the Contractor; and the Contractor must have the sole right to hire, suspend, discipline, or discharge them. However, any employee, who in the reasonable opinion of the County is performing unsatisfactory work, must be removed from the performance of services related to this Contract immediately upon the written request of the County's Project Manager. Contractor will use commercially reasonable efforts to promptly replace any such removed employee.

7.4.3 The Contractor must require the Contractor's employees to comply at all times with Contractor's Code of Conduct, all applicable local, State, and Federal laws, and the applicable requirements of this Contract. Contractor's Code of Conduct may be reviewed at [Code of Conduct | FIS \(fisglobal.com\)](#).

7.4.4 The Contractor must supply each of its employees performing Services hereunder with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training at a minimum must include, but may not be limited to the following topics:

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

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

- 7.4.6** The Contractor's employees assigned to provide services under this Contract must:
- a. Communicate effectively using good judgment and discretion;
 - b. Be trained sufficiently in performing the services; and
 - c. Comply with the applicable requirements of this Contract.

7.4.7 NOTICE OF PERSONNEL CHANGES

The Contractor must inform the County's Project Director in writing of the names, addresses, and telephone numbers of the individuals designated to act as Contractor's Project Director, Project Manager, and Financial Manager at the time the Contract is implemented and as changes occur during the Contract

Term. Such notification must be made by the Contractor no later than five business days after a change occurs and must include a current resume for the newly designated person.

7.4.8 CONTRACTOR'S STAFF

County has the right to reject any individual on the Contractor's staff performing work hereunder based on a good faith concern. The County may request that Contractor's staff be immediately removed from working on this Contract at any time during the Contract Term. Contractor must use commercially reasonable efforts to promptly replace any such removed staff.

7.5 CONTRACTOR'S STAFF IDENTIFICATION

7.5.1 The Contractor must provide, at Contractor's expense, all staff assigned to this Contract and visiting or performing services on-site at a County facility with a photo identification badge in accordance with the County specifications. Specifications may change at the discretion of the County and the Contractor will be provided new specifications as required. The format and content of the badge is subject to the TTC's approval prior to the Contractor implementing the use of the badge.

The Contractor's staff, while visiting or providing on-site services under this Contract or when entering a County facility or its grounds, must prominently display the photo identification badge on the upper part of the body.

7.5.2 The Contractor must notify the TTC within three business days when staff that provide services under this Contract are terminated from working under this Contract. The Contractor must retrieve and immediately destroy the staff's photo identification badge at the time of removal from the County Contract.

7.5.3 If the TTC requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo Identification badge at the time of removal from working on the Contract.

7.6 BACKGROUND AND SECURITY INVESTIGATIONS

7.6.1 Each of the Contractor's staff performing work under this Contract, who from time to time during the course of

performance of Services hereunder, comes on the County's site or has access to County Data, may be requested to undergo a background investigation as a condition of beginning and continuing to work under this Contract. Typically, the positions required to undergo and pass a background investigation include but are not limited to, Contractor's Project Director, Contractor's Project Manager, and staff that have access to County assets, sensitive Information and/or non-public information.

Such background investigation must be performed in conformance with all federal, state, and local laws. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion, perjury, convictions involving a controlled substance, convictions involving stolen property, any felony conviction, a misdemeanor conviction involving moral turpitude, or any job-related misdemeanor conviction, in each case, as permitted by applicable law. The fees associated with background investigation will be at the expense of the Contractor regardless of if the member of Contractor's staff passes or fails the background investigation.

- 7.6.2** Intentionally Omitted
- 7.6.3** Intentionally Omitted
- 7.6.4** During the Contract Term, if the TTC receives a subsequent disqualifying factor for a member of the Contractor's staff, the TTC may request that the member of the Contractor's staff be immediately removed from performing services under the Contract. Contractor must promptly comply with the TTC's request.
- 7.6.5** The TTC will request the Contractor to advise the Contractor's staff member who did not pass the background investigation or who received a subsequent disqualifying factor to contact the TTC immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the TTC's background investigation.
- 7.6.6** The TTC may request that Contractor's staff be immediately removed from working on this Contract at any time during the Contract Term.
- 7.6.7** The TTC, in its sole discretion, may immediately deny or

terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the TTC or whose background or conduct is incompatible with TTC facility access.

- 7.6.8** Disqualification of any member of the Contractor's staff pursuant to this Subparagraph 7.6 will not relieve Contractor of its obligation to use commercially reasonable efforts to complete all work in accordance with the terms and conditions of this Contract.

7.7 CONFIDENTIALITY

- 7.7.1** Each party (in this Subparagraph 7.7, "Receiving Party") must maintain the confidentiality of all records and information received from, or on behalf of, the other party (in this Subparagraph 7.7, "Disclosing Party") including, but not limited to , billing and sensitive financial information, County records (in the case of Contractor), data and information, County Data (in the case of Contractor) the Solution and Documentation (in the case of County) and any information relating to Disclosing Party's customers, constituents, users, patients, partners or personnel and any other data, records and information received, obtained and/or produced under the provisions of this Contract ("Confidential Information") and in accordance with this Contract, including without limitation, Attachment 4.3 - Information Security and Privacy Requirements, to the SOW and all applicable federal, state and local laws, rules, regulations, and ordinances.
- 7.7.2** The Receiving Party must use Confidential Information received from the Disclosing Party only to perform those functions permitted by, or receive the benefits granted by, this Contract.
- 7.7.3** The Receiving Party must be permitted to disclose Confidential Information of the Disclosing Party: (A) to the extent required by law to do so, such as by a court order, provided that the Receiving Party must provide the Disclosing Party with prior notice of the required disclosure (to the extent legally permitted) in order to allow the Disclosing Party an opportunity to request confidential treatment of to obtain a protective order before such disclosure; (B) to the minimum extent necessary to enforce its rights under this Contract; and (C) in the course of a regulatory examination, audit or inspection.

- 7.7.4 Access to Confidential Information received from the Disclosing Party must be restricted only to persons who need to know the data to perform their official duties in the performance of this Contract and who are bound by confidentiality provisions that are at least as restrictive as those contained in this Contract.
- 7.7.5 Any other use or disclosure of Confidential Information received requires the express approval in writing from the Disclosing Party. No work will duplicate, disseminate, or disclose any Confidential Information except as allowed in this Contract.
- 7.7.6 Intentionally Omitted
- 7.7.7 The Receiving Party must inform all of its officers, employees, agents, and Subcontractors providing or receiving services hereunder of the confidentiality provisions of this Contract.

8 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

- 8.1.1 The County reserves the right to initiate Change Notices that either (i) **do not affect** the SOW, Contract Term, Contract Sum, or payments and do not materially alter the Contract, or (ii) for any expenditure of Pool Dollars (Change Notice). All such changes, if agreed by the Contractor, must be executed with a Change Notice to this Contract signed by the Contractor's authorized representative(s) and by the County's Project Director.

For any Additional Work requested by the County, following agreement on the scope of such Additional Work, a Change Notice must be prepared and executed by each of: (a) the County's Project Director or designee, and (b) Contractor's authorized representative(s) provided that any Change Notice for Additional Work must additionally require written approval of County's Chief Information Office and County Counsel. County's Project Director or designee is specifically authorized to execute Change Notices for expenditure of Pool Dollars for acquisition or Additional Work under the Contract. Any requests for the expenditure of Pool Dollars must be approved in writing by the County's Project Director.

- 8.1.2 For any change, which affects the SOW but does not

materially alter the Contract or affect the Contract Term, a mutually agreed upon Amendment to this Contract must be prepared and executed by the Contractor's authorized representative and by the Treasurer and Tax Collector or his/her designee, and approved as to form by County Counsel.

8.1.3 Except as provided in Subparagraphs 8.1.2, 8.1.4, and 8.1.5, for any change which affects the Contract Term, Contract Sum, the SOW, and/or materially alters the Contract, a mutually agreed Amendment to this Contract must be prepared and executed by the Contractor's authorized representative and by the Board or its authorized designee.

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

8.1.5 The Treasurer and Tax Collector or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. For the exercise of the TTC's optional extensions, an Amendment to the Contract will be prepared and executed by the Contractor's authorized representative(s) and the Treasurer and Tax Collector or his/her designee at least 30 days prior to the expiration of the current Contract Term.

8.2 ASSIGNMENT AND DELEGATION/SUBCONTRACTING

8.2.1 Except as expressly provided in this Subparagraph 8.2, the Contractor must not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, which consent will not be unreasonably withheld or delayed, and any attempted assignment or delegation without such consent will be null and void. For purposes of, but without limiting, this Subparagraph 8.2, a subcontract must constitute a delegation. The Contractor must provide County written notice of any proposed assignment or delegation as soon

as Contractor is legally permitted to do so, and in all cases within a reasonable amount of time prior to the proposed date for consummation of such assignment or delegation, in order for County to evaluate such assignment or delegation in accordance with County Board Policy No. 5.053 (Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions). For purposes of this paragraph, County consent must require a written Amendment to the Contract, which is formally approved and executed by the parties in accordance with Subparagraph 8.1 – Change Notices and Amendments. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.2** 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 Contract, then County may terminate this Contract as its sole and exclusive remedy.
- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, which approval will not be unreasonably withheld, may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against the purported assignee as it could pursue against Contractor.
- 8.2.4** Notwithstanding the foregoing, the Contractor may subcontract or delegate to parent, sister, and subsidiary companies in its performance hereunder without advance written approval of the County. The Contractor must remain fully responsible for all performances required of it under this Contract including those that the Contractor has determined to subcontract. The Contractor must be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest

arising through services performed hereunder.

8.3 WARRANTIES

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

8.3.2 The Services will be performed in a professional, competent, and timely manner by appropriately qualified Contractor staff in accordance with this Contract and consistent with industry best practices.

8.3.3 There is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the Contract Term (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within 30 calendar days of the Board's approval of such actions. Any reduction in the County's payment obligation and the services to be provided by Contractor must be accomplished pursuant to a mutually agreed upon Amendment under Subparagraph 8.1 – Change Notices and Amendments. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the non-reduced services set forth in this Contract. Notwithstanding the foregoing, in no event will this Subparagraph 8.4 act to terminate, reduce or waive any Solution fees due hereunder.

8.5 INTENTIONALLY OMITTED

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, each party must comply with all applicable federal, state and local laws, rules, regulations, and ordinances applicable to it in its

performance hereunder.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 JURY SERVICE PROGRAM

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

8.8.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less

than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. In the event the Contractor violates this paragraph of the Contract County may, in its sole discretion, terminate the Contract and seek to debar the Contractor.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or

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

- 8.9.2** Each party must comply with all conflict-of-interest laws, ordinances, and regulations applicable to it in its performance hereunder, now in effect or hereafter to be enacted during the term of this Contract. Each party represents that it is not now aware of any facts that create a conflict of interest. If such party hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the other party. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract. For this purpose, "consideration" will mean that the Contractor will interview qualified candidates who are referred to the Contractor by the County or who otherwise apply with the Contractor and identify themselves as eligible for consideration under this Contract.

8.11 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

- 8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean

that the Contractor will interview qualified candidates who are referred to the Contractor by the County or who otherwise apply with the Contractor and identify themselves as eligible for consideration under this Contract. The County will refer GAIN/GROW participants by job category to the Contractor.

- 8.11.2** In the event that both laid-off County employees and GAIN/START participants are available for hiring, County may inform Contractor as to which employees must be given first priority for consideration in the event such employees are equally qualified.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 RESPONSIBLE CONTRACTOR

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

8.12.2 CHAPTER 2.202 OF THE COUNTY CODE

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

8.12.3 NON-RESPONSIBLE CONTRACTOR

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same,

3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 CONTRACTOR HEARING BOARD

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 SUBCONTRACTORS OF CONTRACTOR

These terms will also apply to Subcontractors of County Contractors.

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

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

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1** The Contractor will repair, or cause to be repaired, at its

own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor in their performance hereunder. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after Contractor has become aware of the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs and must be promptly reimbursed by the Contractor for the out of pocket costs incurred by the County in making such repairs.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

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

The County and the Contractor hereby agree to regard electronic

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

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

8.20.1 Other than County's payment obligations for deliverables provided or work already performed in accordance with this Contract, which must be suspended only for so long as the force majeure event renders County unable by any means to transmit payments when due hereunder, neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out reasons beyond such party's reasonable control including fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, changes in law, regulation or ordinance, outages of power, communications or other utilities, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 In the event a force majeure event continues for more than 30 calendar days, the party not affected by the force majeure event may terminate this Contract by providing written notice to the other. Notwithstanding the foregoing, a force majeure event will not relieve a party of its obligations under Subparagraph 7.7, Confidentiality.

8.20.3 In the event a party's failure to perform arises out of a force majeure event, such party agrees to use commercially

reasonable best efforts to mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.22.4 The Contractor must adhere to the provisions stated in Subparagraph 7.7 (Confidentiality).

8.23 INDEMNIFICATION

8.23.1 The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability,

including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), (a) caused by Contractor's or Contractor's officers, employees, subcontractors, or other agents' breach of this Contract, except to the extent such loss or damage arises from the breach of this Contract by, or the negligence or willful misconduct of, the County Indemnitees, and provided that this indemnity is subject in all respects to the limits of liability set forth in Subparagraphs 8.64 (No Third Party Beneficiaries), 8.66 (Exclusion for Unauthorized Actions), 8.67 (Limitations Cap) and 8.68 (Consequential Damage Exclusion); (b) arising out of any bodily injury or damages to tangible property caused by Contractor or Contractor's officers, employees, subcontractors, or other agents' negligence or willful misconduct in their performance hereunder. County must inform the Contractor as soon as practicable of any claim or action alleging an event giving rise to an indemnification claim and tender control of the defense of the claim to Contractor and must support the Contractor's defense and settlement thereof.

8.23.2 The Contractor must indemnify, hold harmless, and defend County from and against any and all claims from a third party (including any liability, damages, costs, and expenses including, but not limited to, defense costs and attorneys' fees, for or by reason of such claim) based on any actual or alleged infringement by the Solution, including any Update, or Documentation, as and when made available to the County by Contractor and when properly used for the purpose and in the manner specifically authorized by this Contract, of any third party's United States patent or United States copyright, or any actual or alleged unauthorized trade secret disclosure. County ~~(b)~~ shall ~~(b)~~ inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and tender control of the defense of the claim to Contractor and will support the Contractor's defense and settlement thereof. The remedies provided in this Subparagraph 8.23 are the sole remedies for a claim of infringement or misappropriation hereunder.

8.23.3 In the event the Solution or Documentation or part thereof, becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor,

at its sole expense, must either: (a) Procure for County all rights to continued use of the Solution or Documentation; or (b) Replace the Solution or Documentation with a non-questioned item; or (c) Modify the Solution or Documentation so that it is free of claims; or (d) if, after using commercially reasonable efforts, the Contractor is unable, in the reasonable determination of County, to successfully complete the remedial measures described in either (a), (b), or (c), terminate County's use of the Solution and Documentation. The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended as set forth in the Documentation

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must procure and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

1. Certificate(s) of insurance coverage (COI(s)) in the latest standard ACORD format, and a copy of an Additional Insured endorsement confirming County Indemnified Parties have been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
2. Renewal COIs must be provided to County within ten days of receipt by Contractor. The County reserves the right to request a review of complete copies of any required Contractor and/or sub-contractor insurance policies at any time, with any Confidential Information redacted.

3. COIs must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the COI must be the named insured and must cover the Contractor identified as the contracting party in this Contract. COIs must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, and identify any County required endorsements.
4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance COI or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
5. COIs and copies of any required endorsements must be sent to:

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

8.24.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

Except when the County is found solely negligent by a court of competent jurisdiction, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations

performed on behalf of the County. County additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 CANCELLATION OF OR CHANGES IN INSURANCE

The Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation, except for normal insurance renewal processes, or any material change such that Contractor's insurance no longer meets the requirements of this Contract. The written notice must be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or material policy change. Failure to provide written notice of cancellation or any material change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 FAILURE TO MAINTAIN INSURANCE

The Contractor's failure to maintain the Required Insurance will give County the right to suspend or terminate this Contract. This does not pertain if the failure is outside of Contractor's control (ex: failure of Contractor's insurance broker and/or USPS to deliver a certificate within any required time period), unless an actual interruption in coverage has taken place or of Contractor fails to provide a certification within a 30 day curative period following a specific written request by the County.

8.24.6 INSURER FINANCIAL RATINGS

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

8.24.7 CONTRACTOR'S INSURANCE MUST BE PRIMARY

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

County is solely responsible for any claims.

8.24.8 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under the General Liability, Auto Liability, and Workers Compensation policies except for events determined by a court of competent jurisdiction to be caused by the willful misconduct or gross negligence of the County. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

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

8.24.10 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

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

8.24.11 CLAIMS MADE COVERAGE

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

8.24.12 APPLICATION OF EXCESS LIABILITY COVERAGE

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

8.24.13 SEPARATION OF INSUREDS

All liability policies must provide cross-liability

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

8.24.14 ALTERNATIVE RISK FINANCING PROGRAMS

The County reserves the right to review, and then approve (which approval must not be unreasonably withheld or delayed), Contractor use of risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County must be designated as an Additional Covered Party under any approved program.

8.24.15 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. Any changes to insurance requirements must be mutually agreed upon by both the County and Contractor.

8.25 INSURANCE COVERAGE

8.25.1 COMMERCIAL GENERAL LIABILITY

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 AUTOMOBILE LIABILITY

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

8.25.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability

coverage with limits of not less than \$1 million per accident.

8.25.4 CYBER LIABILITY INSURANCE

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

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

Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

8.26 INTENTIONALLY OMITTED

8.27 INTENTIONALLY OMITTED

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

8.28.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

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

8.28.6 Intentionally Omitted

8.28.7 If any provisions of this Subparagraph 8.28 (Nondiscrimination and Affirmative Action) have been violated with respect to the people performing under this Contract, such violation will constitute grounds upon which the County may terminate or suspend this Contract.

Additionally, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations with respect to the people performing under this Contract will constitute grounds upon which the County may terminate or suspend this Contract.

8.29 NON-EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 DISPUTE RESOLUTION PROCEDURE

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

8.31.1 Contractor and County agree to act with urgency to mutually resolve any disputes, which may arise with respect to this Contract. All such disputes must be subject to the provisions of this Subparagraph 8.31, Dispute Resolution Procedure, (such provisions must be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

8.31.2 Contractor and County agree that, the existence and

details of a dispute notwithstanding, both parties must continue without delay their performance hereunder, except for any performance, which the parties mutually determine should be delayed as a result of such dispute.

- 8.31.3** Intentionally Omitted
- 8.31.4** Intentionally Omitted
- 8.31.5** In the event of any dispute between the parties with respect to this Contract, Contractor and County must submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 8.31.6** In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter must be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 8.31.7** In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter must be immediately submitted to Contractor's president or equivalent and the Treasurer and Tax Collector, or his/her designee. These persons must have ten days to attempt to resolve the dispute.
- 8.31.8** In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 8.31.9** All disputes utilizing this dispute resolution procedure must be documented in writing by each party and must state the specifics of each alleged dispute and all actions taken. The parties must act in good faith to resolve all disputes. At all three levels described in this Subparagraph 8.31, Dispute Resolution Procedure, the efforts to resolve a dispute must be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 8.31.10** Notwithstanding any other provision of this Contract, neither party's right to terminate this Contract and neither party's right to seek injunctive relief to enforce

the provisions of Subparagraph 7.7, Confidentiality, must not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of each parties' rights and must not be deemed to impair any claims that such party may have against the other or such party's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.31.11 Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

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

permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 CALIFORNIA PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, may become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction, provided that the County has complied with its obligations under Subparagraph 7.7.3 of this Contract.

8.36.2 In the event the Contractor requests the County and the County defends an action on a Public Records Act request for any of the Contractor's Confidential Information, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

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

1. The Contractor must develop all publicity material in a professional manner; and
2. During the term of this Contract, the Contractor will not

authorize another to publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

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

8.38 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees to make available to the County, copies of, or electronic access to, such records relating to this Contract. All such material will be kept and maintained by the Contractor and made available to the County as described in this Subparagraph 8.34 during the term of this Contract and for a period of five years from creation, unless the County's written permission is given to dispose of any such material prior to such time.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's A-C within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 will constitute grounds upon which the County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within one year after the expiration or termination of this Contract,

representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's payment obligation for any such work is less than payments actually made by the County to the Contractor, then any such over payment must be either: a) repaid by the Contractor to the County by cash payment upon demand; or b) at the sole option of the County's A-C, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

8.40.1 If the Contractor desires to subcontract, the work requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the Treasurer and Tax Collector or his/her designee in conjunction with the approval of County's Chief Information Security Officer and/or Chief Privacy Officer.** Any attempt by the Contractor to subcontract without the prior consent of the above parties may be deemed a material breach of this Contract.

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

8.40.3 After the Contractor has engaged an approved Subcontractor, the Contractor must provide the following information promptly at the County's request and prior to

any work being performed by the Subcontractor:

1. A description of the work to be performed by the Subcontractor;
2. A draft copy of the proposed subcontract; and
3. Written agreement from each Subcontractor and/or third party, certifying it must comply with and be bound by the applicable terms of Attachment 4.3 (Information Security and Privacy Requirements) of this Contract; and
4. Other pertinent information and/or certifications requested by County.

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

8.40.5 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.6 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor must obtain COIs, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor must ensure delivery of all such documents to:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

In the event the Contractor fails to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), of this Contract, or if Contractor is located or has its principal place of business outside the state of California, compliance to the Child Support Program in the state where it is domiciled or has its principal place of business and fails to cure such default within 90 calendar days of written notice, the County may terminate this Contract and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

TERMINATION FOR CONVENIENCE

8.42 After the date 12 months from the Effective Date, and subject to County's payment of a one-time termination fee consisting of the sum of all Monthly Fees that would have been payable under the Contract had it not been terminated, this Contract may be terminated when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

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

8.42.2 stop work under this Contract on the date and to the extent specified in such notice. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Subparagraph 8.38 (Record Retention and Inspection-Audit Settlement), of this Contract.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by 30 days advance written notice to the Contractor, terminate this Contract if Contractor has materially breached this Contract and fails to cure such breach within 30 days of receipt of such notice.

8.43.2 The Contractor may, by 60 days advance written notice to

the County, terminate this Contract if the County has materially breached this Contract and fails to cure such breach within 60 days of the receipt of such notice. .

8.43.3 Each advance written notice under this Subparagraph 8.43 must provide reasonable detail with respect to each breach described therein.

8.43.4 Intentionally Omitted

8.43.5 The rights and remedies of either party provided in this Subparagraph 8.43 (Termination for Default), of this Contract, will not be exclusive and are in addition to any other rights and remedies provided by law, as may be limited or supplemented by this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.45 TERMINATION FOR INSOLVENCY

8.45.1 Either party may terminate this Contract forthwith in the event of the occurrence of any of the following:

1. Insolvency. A party will be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the party is insolvent within the meaning of the Federal Bankruptcy Code;
2. The filing of a voluntary or involuntary petition

regarding the other party under the Federal Bankruptcy Code;

3. The appointment of a Receiver or Trustee for the other party; or
4. The execution by the other party of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of either party provided in this Subparagraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, in the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last Fiscal Year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 EFFECT OF TERMINATION

8.48.1 In the event a party terminates this Contract or upon the expiration of the Contract, as applicable, then:
(a) Contractor must cease to provide the Solution and perform the Services being terminated on the date and to the extent specified in such notice; (b) County will pay to the Contractor all sums due and payable to Contractor for the Solution and Services performed through the effective date of such expiration or termination (prorated as appropriate); (c) Contractor must return to the County all monies paid by the County, yet unearned by the Contractor, including any prepaid fees if applicable; (d) Contractor must promptly return to the County any and all of the County's Confidential Information including all County Data, in a media reasonably requested by the County; and (e) the

County must promptly return to Contractor any and all copies of the Contractor's Confidential Information, including the Solution materials and Documentation.

8.48.2 Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

8.48.3 For 90 calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract (Transition Period), Contractor must assist the County in extracting and/or transitioning all County Data in accordance with Attachment 4.3 (Information Security and Privacy Requirements). The Transition Period may be modified as agreed upon in writing by the parties in a Change Notice or Amendment. In addition, upon the expiration or termination of this Contract, County may request Contractor to provide services in the form of Additional Work to assist County to transition Solution operations from Contractor to County or County's designated third party (Transition Services). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor must provide the County with all of the Transition Services as provided in this Subparagraph 8.48.3. The duty of Contractor to provide such Transition Services must be conditioned on the County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor will have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by the County, other than a failure by the County to timely pay the amounts due and payable hereunder. County will have the right to seek specific performance of this Subparagraph 8.48.3 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Subparagraph 8.48.3 by either party will not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract

and the application of such provision to other persons or circumstances will not be affected thereby.

8.50 USE OF COUNTY SEAL AND/OR TTC LOGOS

The County claims right, title and interest in and to certain intellectual property, including, but not limited to, the current and former County Seals and TTC logos (collectively, County Seals). Except as expressly authorized herein, the Contractor must not reproduce, copy, distribute, republish, download, display, post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time will the Contractor in any manner (i) modify the County Seals or (ii) create derivative works of the County Seals. The Contractor must not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent will be null and void.

8.51 WAIVER

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

8.52 WARRANTY AGAINST CONTINGENT FEES

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

8.52.2 For breach of this warranty, the County will have the right to terminate this Contract.

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

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

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

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

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

8.55 TIME OFF FOR VOTING

The Contractor must notify its employees who are full time residents of the state of California and must require each Subcontractor to notify and provide to its employees who are full time residents of the state of California, information regarding the time off for voting law ([Elections Code Section 14000](#)).

8.56 INTENTIONALLY OMITTED

8.57 ACCEPTANCE

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

8.57.2 Production Use will not be deemed acceptance or Final Acceptance of the Solution, Services, Deliverables, or milestones.

8.57.3 If the County's Project Director makes a good faith determination at any time that the Solution (as a whole, or any component thereof), Services, Deliverables, and/or milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Subparagraph 8.57.3 as "Designated Test"), the County's Project Director will promptly notify the Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Solution, Services, Deliverables, or milestones failed to pass the applicable Designated Test. Contractor

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

8.57.4 Such procedure will continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test; or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County will have the right to make a determination, which will be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in accordance with Subparagraph 8.43 (Termination for Default) on the basis of such non-curable default.

8.57.5 Such a termination by the County may be, subject to the Dispute Resolution Procedure, as determined by the County in its sole judgment: (i) a termination with respect to one or more of the components of the Solution; (ii) a termination of any part of Exhibit A, SOW, relating to the Solution, Service(s), Deliverables(s), and/or milestone(s) that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to the County of the Solution as a whole, the entire Contract. In the event of a termination under this Subparagraph 8.57.5, County will have the right to receive from the Contractor, within ten days of written notice of termination, reimbursement of all

payments made to the Contractor by the County under this Contract for the component(s), Solution, Service(s), Deliverable(s), or milestone(s), as to which the termination applies, or if the entire Contract is terminated, all amounts paid by the County to the Contractor under this Contract. If the termination applies only to one or more Solution component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by the County to the Contractor. The foregoing is without prejudice to any other rights that may accrue to the County or Contractor under the terms of this Contract or by law.

8.58 INTEGRATION/INTERFACING

To the extent so agreed in such SOW, Contractor must provide the Interfaces identified in Exhibit A, SOW, as part of the Solution.

8.59 COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION

During the Contract Term, Contractor may receive access to the County's software, computers, equipment, and electronic communications systems (in this Subparagraph 8.59, Communication Systems and Access to Information) including, but not limited to, voicemail, email, customer databases, and internet and intranet systems. Such County systems are intended for legitimate business use related to County's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County systems and that all communications made with such County systems or equipment by or on behalf of the Contractor are subject to County's scrutiny, use, and disclosure, in County's discretion. County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic County systems. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by County. This also includes, without limitation, any electronic communication system that has been used to access any of the County systems. Contractor further agrees that Contractor will use appropriate security pursuant to Subparagraph 9.6 hereof, and that the use of such security does not give rise to any privacy rights in the communication as between the Contractor and County other than as needed for Contractor to provide the Solution and Services. County reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on County systems provided that County, and not Contractor, must

be solely liable for any adverse impact of County's exercise of this right. Contractor also acknowledges that County reserves the right, for any business purposes and activities, to search all work areas on County's premises (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto County property or used to access County Information or County systems.

8.60 SUPPORT SERVICES

During the Contract Term, Contractor must provide Support Services for the Solution in accordance with Attachment 4 – Maintenance and Support Services.

8.61 INTENTIONALLY OMITTED

8.62 SEVERABILITY

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

8.63 CONTRACT DRAFTED BY ALL PARTIES

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

8.64 NO THIRD-PARTY BENEFICIARIES

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

8.65 GREEN INITIATIVES

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

8.66 EXCLUSION FOR UNAUTHORIZED ACTIONS DISCLAIMER

Except as otherwise stated in this Contract, the System Software, Documentation and Services are provided “as is”, and all other representations, warranties, terms or conditions, oral or written, express or implied, arising from course of dealing, course of performance, usage of trade, quality of information, quiet enjoyment or otherwise (including implied warranties, terms or conditions of merchantability, satisfactory quality, fitness for a particular purpose, title, non-interference, or non-infringement) are, to the fullest extent permitted by applicable law, excluded from this Contract.

8.67 LIMITATIONS CAP

Except for claims for breach of confidentiality, each party’s total aggregate liability under or related to this Contract must under no circumstances exceed the aggregate amount of fees actually paid by County to Contractor under this Contract during the first twelve (12) month period following the Effective Date. For claims of breach of confidentiality, each party’s total aggregate liability under or related to this Contract must under no circumstances exceed five million dollars (\$5,000,000)

8.68 CONSEQUENTIAL DAMAGES EXCLUSION

UNDER NO CIRCUMSTANCES WILL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SYSTEM SOFTWARE, SERVICES OR OTHER SOFTWARE UNDER THIS CONTRACT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES; (b) LOST PROFITS; (c) LOSS OF BUSINESS; (d) TRADING LOSSES; (e) INACCURATE DISTRIBUTIONS; OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM COUNTY’S USE OF THE SYSTEM SOFTWARE OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS CONTRACT OR ANY TERMINATION OF THIS CONTRACT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN

ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

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

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

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

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

8.70 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

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

8.71 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

8.72 LICENSES, PERMITS, REGISTRATIONS, AND PROFESSIONAL CERTIFICATIONS

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

8.73 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 material levels of advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

8.74 INJURY AND ILLNESS PREVENTION PROGRAM

The Contractor will be required to comply with the applicable portions of the State of California's Cal OSHA's regulations that apply to vendors that are not domiciled in California whose consultants perform Services on County premises. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.75 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

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

9 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR BUSINESS REQUIREMENTS

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

9.2 INTENTIONALLY OMITTED

9.3 INTENTIONALLY OMITTED

9.4 INTENTIONALLY OMITTED

9.5 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Contractor must comply with Attachment 4.3 (Information Security and Privacy Requirements) of this Contract. The Information Security and Privacy Requirements applies to both Contractors and their Subcontractors. Upon County's reasonable written request, Contractor will certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and must maintain compliance during the term of this contract. Failure to maintain compliance, and to timely cure any material non-compliance, may be grounds for County to terminate this Contract or initiation of debarment proceedings against the non-compliant Contractor (Los Angeles County Code, Chapter 2.202).

9.6 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.

10 SURVIVAL

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

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

Subparagraph 7.7 Confidentiality

Subparagraph 8.6 Compliance with Applicable Law

Subparagraph 8.21	Governing Law, Jurisdiction, and Venue
Subparagraph 8.23	Indemnification
Subparagraph 8.24	General Provisions for All Insurance Coverage
Subparagraph 8.25	Insurance Coverage
Subparagraph 8.31	Dispute Resolution Procedure
Subparagraph 8.38	Record Retention and Inspection-Audit Settlement
Subparagraph 8.48	Effect of Termination
Subparagraph 8.62	Severability
Subparagraph 8.64	No Third-Party Beneficiaries
Subparagraph 8.66	Exclusion for Unauthorized Actions Disclaimer
Subparagraph 8.67	Limitations Cap
Subparagraph 8.68	Consequential Damages Exclusion
Paragraph 10	Survival

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

CONTRACTOR:

FIS CAPITAL MARKETS US LLC

By

Name

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

Edward Yen,
Executive Officer
of the Board of
Supervisors

By _____

APPROVED
AS TO FORM:
DAWYN R.
HARRISON
County Counsel

By _____
Senior Deputy
County Counsel

EXHIBIT A

STATEMENT OF WORK

TREASURY MANAGEMENT SYSTEM

**STATEMENT OF WORK
TREASURY MANAGEMENT SYSTEM**

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**STATEMENT OF WORK
TREASURY MANAGEMENT SYSTEM**

STATEMENT OF WORK ATTACHMENTS

- Attachment 1 Cash Management Workflow
- Attachment 2 Reports
*See list of Exhibits below.
- Attachment 3 Solution Training
- Attachment 4 Maintenance and Support Services

STATEMENT OF WORK EXHIBITS

ATTACHMENT 2, REPORTS - EXHIBITS					
Exhibit	1	Daily Cash Worksheet	Exhibit	7	Prior Day Comparison Worksheet
Exhibit	2	Cash Summary Report	Exhibit	8	Bank Transaction Report – Prior Day Data
Exhibit	3	Forecast Transaction Report	Exhibit	9	Check and ACH Disbursements Report
Exhibit	4	Fedwire Transfer Report	Exhibit	10	Credit Card Account Balances Report
Exhibit	5	Bank Balances Report	Exhibit	11	Money Market Account Interest Report
Exhibit	6	Prior Day Daily Cash Worksheet	Exhibit	12	Dashboard

1.0 INTRODUCTION

Per California Government Code 27000-27013, the County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC), acting in his capacity as the County Treasurer, is responsible for banking, investment, and accountability of public funds within his control. Specifically, the County Treasurer develops and maintains centralized billing and collection systems for County departments and agencies; works with County operating departments to revise and update their cash management and collections procedures; assures that all revenue due the County is billed and collected; determines and approves all acceptable media of payment for any obligation owing to the County; analyzes bank account balances, daily incoming revenues, and disbursement fund requirements to determine cash position and funds available for investment; and recommends latest banking products and services to expedite the collection of revenues or manage financial risk for the County.

2.0 DEFINITIONS

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

- 2.1 **AFP:** Association for Financial Professionals
- 2.2 **BAI:** Banking Administration Institute
- 2.3 **Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.4 **Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.5 **Contract:** This agreement executed between the County and the Contractor, including all supplemental agreements amending or extending the service to be performed. It sets forth the Terms and Conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (SOW), Exhibit A.
- 2.6 **Contract Discrepancy Report:** A document utilized by the TTC to document discrepancies or deficiencies with Contractor's performance and record explanations of unsatisfactory performance.
- 2.7 **Contract Term:** The period of the Contract, commencing upon the effective date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 2.8 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.9 Contractor's Employees:** Any person designated by the Contractor to perform services under this Contract.
- 2.10 County:** The County of Los Angeles.
- 2.11 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is required to provide services on County observed holidays where banks are open. A list of County observed holidays may be found on the County's website <https://ttc.lacounty.gov/county-holidays/>.
- 2.12 County's Project Director:** The individual authorized by the TTC to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager. Additionally, County's Project Director shall oversee all projects and serve as a point of escalation, as needed.
- 2.13 County's Project Manager:** The individual authorized by the County's Project Director to manage the operations under this Contract.
- 2.14 Day(s):** Calendar day(s) unless otherwise specified.
- 2.15 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract that the TTC will evaluate to assure the Contractor meets performance standards, as specified in this Contract and SOW.
- 2.16 Quality Control Plan:** All necessary measures that will be taken by the Contractor to ensure that the quality of service shall meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this Exhibit A, SOW.
- 2.17 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract.
- 2.18 Solution:** The Cloud-based/Software-as-a-Service (SaaS) and Services Contractor provides under this Contract, including, without limitation, all components, equipment, software, hardware and documentation, and related services, as specified, created, and/or delivered, collectively

comprising the solution that will be used for the contracted daily cash management activities.

2.19 TMS: Treasury Management System

2.20 Treasurer and Tax Collector: The Director of the County’s Department of Treasurer and Tax Collector.

2.21 TTC: The Department of Treasurer and Tax Collector.

3.0 SCOPE OF WORK

The TTC is seeking proposals from highly experienced firms to provide a TMS using a Cloud-based/SaaS system architecture. The Solution shall process bank data daily and generate reports in real-time for cash positioning calculations. The Solution shall be versatile enough to allow interfaces with existing TTC systems and have built-in reporting features and shall be able to receive daily files from various financial institutions. The TMS shall provide the following functionalities and services:

Section / Sub-section	Requirement (and section header)
Section 3.1	CONTRACTOR SUPPORT
Section 3.1.1	Support Types
Support Types	The Contractor must provide the following support types: training manuals, chat, email, phone, video tutorial, remote access, and on-site support/training.
Unlimited Support	The Contractor must not limit the quantity or type of support (for all "Support Types") for the duration of the Contract. Unless otherwise specifically excluded in the Contract, requested support is deemed to be implicitly included.
Business Hour Support	The Contractor must offer live support during the hours of 7:00 a.m. to 5:00 p.m. Pacific Standard Time (PST).
Section 3.1.2	Escalation
Escalation by The County	The County maintains the right to re-define/escalate the priority level or severity of service requests.
Service Level Agreements	The Contractor must provide its Service Level Agreements (ex: response times) for each support level.
Section 3.1.3	Training and Future Needs
Training	The Contractor must provide training for technical and business users.
Training Updates	The Contractor must provide, at no additional cost, on-site training for updates or release of new functions or software.
Future Needs	The Contractor must provide, at no additional cost, re-training for all currently deployed services, including services not utilized at initial deployment.

Section 3.2	INTERFACES
Interfaces	
Interface - Input	The Solution must provide an automated process to import daily Previous Day BAI bank files received from the following banks and any additional banks the County engages with in the future: <ul style="list-style-type: none"> • Bank of America • Wells Fargo • Union Bank/U.S. Bank • Chase Bank • Bank of the West • Citibank
Interface – Input	The Solution must provide the ability to import the daily bank files and update the appropriate fields in the Solution.
Interface - Input	The Solution must provide the ability to import the daily maturity projection files and update the appropriate fields in the Solution.
Interface - Production	The Solution must provide the ability to schedule all daily import of files and update the Solution at pre-determined scheduled run times.
Interface - Production	The Solution must provide the ability to rerun all or specific daily BAI bank file processes, whether manual or automated, in order to meet any unforeseen issues.
Interface-Production	The Solution must provide the ability to interface by 7:00 a.m. Pacific Standard Time daily with the County’s internal system which uses bank activity data to create deposit entries in the County’s general ledger system (Sweep DMR).
Section 3.3	CASH MANAGEMENT
Cash Position	
Daily Cash Worksheet (DCW)	The Solution must provide a Summary of bank account balances, totals and sub-totals based on the BAI files from multiple banks. The worksheet shall display prior-day banking information by banks, including but not limited to: ledger balances, one-day deposit float assignments, one-day float adjustments, float assignments of two or more days, collected balances, collected balance adjustments, adjusted collected balances, adjusted one-day float assignments, opening available balances, current-day credits, current-day debits, net current-day activities, total available cash, as well as the combined totals for all banks, etc., in the format and layout designated by TTC in Attachment 2.
Forecast Daily Cash Worksheet	The Solution must provide ability to generate the Daily Cash Worksheet (see example in Attachment 2) from future date forecast transactions entered the previous afternoon. The Daily Cash Worksheet shall be available to be run for selected dates and different categories such as Forecast, Current or Actuals.
Categorization	The Solution must provide the ability for the User to categorize and group accounts. (Categorization and grouping of accounts shall be user-defined, ex: The

	user will determine which items go into the Daily Cash Worksheet at a summary or detail level.)
Code Modification	The User shall be able to add, delete, and/or modify bank account codes, revenue and disbursement codes, AFP bank codes, and any other codes needed.
Daily Cash Worksheet Modification	The Solution must provide the ability for the User to add, modify, and/or delete columns, rows, fields, and/or other items on the Daily Cash Worksheets.
Cost Effectiveness Analysis	The Solution must have the ability to perform calculations to determine if drawdowns from any TTC contracted banks should be completed according to cost-effectiveness factors like dollar amounts, earnings credit rates and interest rate if the funds are invested.
Drill-down	The Solution must provide the ability for the User to drill down on a transaction and identify all details regarding a transaction by account identification number, transaction type, description code, and description.
Daily Manual Revenue and Disbursement Entries	The Solution must capture all daily manual revenue and disbursement entries and update all applicable worksheets and reports.
Excel Without Manipulation	The Solution must have the ability to download information accurately to Excel, where data does not require manipulation in order to be usable and clear to a user.
Cash Position	The Solution must have the ability to run a cash position and current day reports multiple times per day without any duplication.
Search Capability	The Solution must have the capability to search for specific transaction(s) according to various criteria, such as bank account number, transaction date, dollar amount, or transaction sequence number, etc.
Section 3.4	REPORTING
Section 3.4.1	General Reports
Dashboard	The Solution must feature a high-level dashboard upon login that highlights key treasury operational metrics Attachment 2, Exhibit 12.
Drill Down	The Solution must provide drill down capabilities from the Daily Cash Worksheet's individual components into the detail level for data captured by the system.
Contractor Created Reports	The Contractor must provide, as part of installation and setup, the Attachment 2 Reports prior to go-live.
Administrative Reports	The Solution must provide audit logs and reports in real time by user, transaction type, date, and processing status.
Section 3.4.2	Ad Hoc Reports
Ad hoc Reporting	The Solution must be flexible enough to support ad hoc reporting.
User Defined Reports	The Solution must provide a user defined report-generating capability of historical data stored in various databases. For example, Daily Cash Worksheet (used for current and future days), Prior Day Daily Cash Worksheet, Forecast Transaction Report, Bank Transaction Report – Prior Day Data, Check and ACH Disbursements Report, etc. as shown in Attachment 2.
Section 3.4.3	Scheduled Reports

Scheduled Reports and Tasks	The Solution must automatically execute (at scheduled times) standard and custom reports, according to user defined schedules (daily, weekly, monthly, start/end financial periods).
Automation	The Solution must automatically generate and distribute reports to an electronic mailing list.
Section 3.5	ENVIRONMENTAL / OPERATIONS
Section 3.5.1	Architecture
System Architecture	The Solution must provide a Cloud-based/SAAS system architecture.
System Users	The Solution must allow, at minimum, ten named users with the capacity for at least ten concurrent active sessions, with the ability to add and remove user accounts as necessary during the term of the Contract.
Scalability	The Solution must be upwardly scalable. It will be able to handle increased usage both by number of geographic locations as well as concurrent active sessions.
Solution Downtime	The Solution must be available from 4:00 a.m. PST to 12:00 midnight PST Monday through Friday.
Section 3.5.2	Contingency and disaster recovery
Data Back-up	The Solution must be able to perform scheduled, automatic back-up, deliverable to the Company as requested.
Data Saved	The Solution must maintain all Data for a minimum of five years.
Section 3.6	CONTROLS
Section 3.6.1	Miscellaneous System Controls
Holiday Calendars	The Solution must maintain US domestic bank holiday calendars, and County designated custom dates.
Timeout	The Solution must timeout (auto log off) after a security determined number of minutes of inactivity / unattended machines.
Contract End	The Contractor must return all the company's data in a usable format as requested within a seven-day Service Level Agreement (SLA) at end of the Contract.
User List	The Solution must provide a list of active/inactive users via user selectable report.
Single or Dual Approval	The Solution must provide a way for the user to designate specific access for single or dual approval for user access.
Section 3.6.2	Solution Application Security
General Security	The Solution must provide reporting on elements that have access restrictions. <ul style="list-style-type: none"> • Audit trail records (includes reports and views which show user, date and time, original data, and updated data) • User profiles • Critical static data (ex: settlement instructions) • Limit definitions
Solution Administration	The Solution must provide an administrative role for the County to create/modify/delete user accounts and reset user passwords.
Access Restriction	The Solution must restrict access to certain functions/screens/data on an individual user basis.
Meta Data	The Solution must initiate, capture, record and manage user identities and their related access permissions in an automated fashion.
User Profiles	The Solution must have a unique user profile and password for each user account.

Password Criteria	The Solution must require a Minimum password length of eight or more characters consisting of Alpha (upper and lower case), Numeric and at least one special character types.
Password Reset	The Solution must require Users to change their passwords every defined period (ex. three months a forced reset).
Password Lockout	The Solution must lock accounts after three unsuccessful access attempts.

4.0 IMPLEMENTATION PLAN AND SOLUTION DELIVERY

4.1 Prepare Implementation Plan

After review and validation of the TTC’s requirements, the Contractor will determine the best approach to meet the requirements, including configuration of the Solution and customization of the Solution, if needed, and develop an Implementation Plan.

The Contractor must provide TTC the Implementation Plan, which shall include an Application Configuration Document (ACD) and a Final Detail Design Document (FDDD). The Implementation Plan shall be approved by the TTC prior to finalization and implementation.

The ACD describes how the Contractor’s Solution will be configured or customized as necessary to meet the TTC’s requirements. This document shall include the requested screen mock-ups, required report mock-ups, user security profiles set-up, configuration settings, etc. It shall also include descriptions of Solution integration with the Investment Maturity Projections, the SWEEP DMR System and any other Third-Party Software.

The FDDD describes all the TTC requirements to be implemented into the Solution. The FDDD shall provide the basis for the development and implementation of the Solution. The FDDD shall include, but not be limited to, the following components:

- A. Overall Solution design
- B. Solution navigation diagrams
- C. User interface screens
- D. Solution interfaces
- E. Help functions, including deficiency reporting and tracking
- F. Data Conversion and Migration Plan (please see Subparagraph 5.1).

4.2 Deliver Solution

The Contractor shall configure and deliver the Solution for testing in accordance with this SOW and the Contract. The Contractor shall deliver a

Solution that has been certified by the Contractor as meeting the TTC's requirements and which must subsequently pass the TTC's User Acceptance Test(s) (UAT) described below.

5.0 DATA CONVERSION AND MIGRATION

5.1 Develop Data Conversion and Migration Plan

As part of the FDDD, Contractor shall develop a data conversion/migration strategy and corresponding contingency plan that addresses data clean up, data conversion, and conversion validation (Data Conversion and Migration Plan). The Data Conversion and Migration Plan shall provide maximum reliance on an automated approach with minimum disruption to the existing system and ongoing operations and shall include the following:

- A. County and Contractor roles and responsibilities
- B. Schedule(s) for conversion and migration of existing data
- C. Scope of conversion activities
- D. Pre-conversion requirements
- E. Conversion process flow diagram
- F. Data clean-up process
- G. Specified sample records to be monitored to ensure that data converted as intended when records have been converted.
- H. Controls that will ensure that all records were successfully converted.

5.2 Data Conversion and Migration Plan

Within 30 Days of the Effective Date, the Contractor shall deliver to the County for approval a Data Conversion and Migration Plan developed in accordance with Subparagraph 5.1, Develop Data Conversion and Migration Plan. The plan shall be approved by the County prior to implementation. The Data and Conversion plan shall be executed in the test environment initially and only deployed in the Production environment after successful User Acceptance Test Results Report in accordance with Subparagraph 6.1, Develop User Acceptance Test Plan.

5.2.1 Develop Data Conversion and Migration Programs

Contractor shall develop program code for performing the data conversion and migration of existing data in accordance with the Data Conversion and Migration Plan provided by the Contractor under Subparagraph 5.2, Data Conversion and Migration Plan.

5.2.2 Delivery of Data Conversion and Migration Programs

Contractor shall deliver to the County error free Data Conversion and Migration Programs that will convert and migrate the existing data consistent with the Data Conversion and Migration Plan provided by the Contractor under Subparagraph 5.2, Data Conversion and Migration Plan.

5.2.3 Conduct Conversion Test

Contractor shall conduct the Conversion Test to test conversion and migration of existing data using the conversion programs developed under Subparagraph 5.2.1, Develop Data Conversion and Migration Programs. Contractor, in conjunction with the County, shall develop test scenarios including expected results, which will demonstrate that the data was converted and migrated as intended. As part of the Conversion Test, Contractor shall perform all necessary data conversion and migration program corrections and debugging. The Conversion Test shall be performed with a simulated full load. Contractor shall document test results, which will show the actual results of the testing.

5.2.4 Conversion Test Results Report

Contractor shall conduct and successfully complete the Conversion Test in accordance with the requirements outlined in Subparagraph 5.2.3, Conduct Conversion Test. Contractor shall deliver to the County a Conversion Test Results Report, within one week of successful completion of the Conversion Test, which will contain the actual documented results of the test.

5.2.5 Perform Data Conversion

Contractor shall perform data conversion and migration (Develop Data Conversion and Migration Programs), pursuant to the Data Conversion and Migration Plan developed under Subparagraph 5.2.1, Develop Data Conversion and Migration Programs.

5.3 Converted Data

Contractor shall perform data conversion and certify in writing that the Contractor has successfully performed all data conversion and migration in accordance with Subparagraph 5.2, Data Conversion and Migration Plan.

6.0 USER ACCEPTANCE TEST

6.1 Develop User Acceptance Test Plan

Contractor, in collaboration with the County, shall prepare and agree upon a UAT Plan for the UAT, which shall include, but not be limited to,:

- A. Detailed descriptions of the purpose and expected results of each UAT;
- B. Test scripts;
- C. Testing objectives;
- D. Description of Contractor and County roles in developing the Test Plan and performing the UAT;
- E. Training in Solution functionality to allow County users to test the Solution and verify Solution performance; and
- F. Problem resolution strategy and process.

The User Acceptance Test Plan shall include a method for documenting and reporting compliance with Solution requirements. County will verify the accuracy of all such reports. Contractor shall be responsible for any software that may be required to ensure the Solution's conformance to the requirements specified in the FDDD.

6.2 User Acceptance Test Plan

The Contractor shall develop a User Acceptance Test Plan in accordance with the components outlined in Subparagraph 6.1, Develop User Acceptance Test Plan. The plan shall be approved by the County prior to implementation.

6.2.1 Conduct User Acceptance Test

County and Contractor jointly will perform the UAT. This test shall be performed with a simulated full load (including existing Bank

daily files) in a test environment created by the Contractor. There shall be several cycles of the test performed (testing shall be repeated as necessary) before the UAT is approved and complete. When the County determines that the UAT is completed, the Solution shall be ready for implementation.

Results of the UAT shall be documented, reviewed, and approved in writing by the County. In the event of missing or improperly operating functions, Contractor shall be notified, in writing, by the County's Project Director, or designee, and Contractor shall correct the Deficiencies within five Days from the date of notification. If significant programming changes are made in the course of the UAT, Integration and/or Regression Test may need to be repeated, as determined by the County. During this testing period, all personnel designated by the County's Project Director to participate in the UAT shall have unlimited access to the new Solution for the purpose of evaluating its functionality.

UAT shall not be considered complete until all functionality of the Solution, as described in the FDDD has been successfully tested and the County's Project Director has accepted the final results. In the event the UAT results do not satisfy all requirements, as determined by the County, Contractor shall:

- A. Provide a written Solution testing plan and schedule proposal that will satisfy all requirements and that is subject to the written approval by the County; and
- B. Implement and test the proposed Solution until such time as County provides written approval.

6.3 User Acceptance Test Results Report

Contractor shall conduct and successfully complete the UAT prior to Solution implementation. Contractor shall deliver to the County a User Acceptance Test Results Report within one week of successful completion of the UAT.

7.0 SOLUTION TRAINING AND DOCUMENTATION

7.1 Train County Staff

Contractor shall prepare and implement a comprehensive training program, including any necessary training materials. The training program shall include training courses addressing Technical Training, User Training, and Train-The-Trainers for County's technical staff, users, and

trainers respectively, as further described in Attachment 3, Solution Training.

As part of the training, Contractor shall provide designated County groups with extensive working knowledge of the Solution capabilities, training in the administration of the Solution and operation of the Solution in a training environment, problem resolution training to ensure Users will become acquainted with error messages, on-line support, and corrective actions. Training data will be created and incorporated in the training manuals. Data will be refreshed prior to each training session. For the purpose of training, the Contractor shall plan and create a training environment, unless elected otherwise by the County.

7.2 Prepare and Provide User Documentation

Contractor shall prepare Documentation for the Solution. Contractor shall make user reference Documentation available in an electronic format and, if elected by the County, a hardcopy format. Contractor shall update this Documentation when Solution changes or enhancements are implemented.

7.3 Solution Documentation

The Contractor shall provide to the County comprehensive Documentation of Solution functionality and data definitions. Contractor shall deliver this Documentation to the County in an electronic format. Contractor shall also deliver electronic links to any on-line help and Documentation files for the Solution.

8.0 SOLUTION IMPLEMENTATION

8.1 Solution Environments

The Contractor shall provide separate and distinct environments for Development, Testing, Training, and Production. At minimum, the Training and Production environments shall persist throughout the term of the Contract. The Development and Testing environments shall be maintained throughout the Contract term, unless determined to be cost prohibitive by the County.

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

8.2 Technical Configuration and Solution Installation Plan

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

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

8.3 Solution Cutover and Production Site Installation Plan

After completion of successful UAT by the County, the Contractor shall prepare and deliver to the County the configuration migration plan from the Development and UAT environments to the Training and Production environments, Production Site Installation Plan which shall, identify the logistics, timing and technical configuration required for the Solution installation and cutover of the Solution to Production Use (Cutover-to-Production), as described in Subparagraph 8.2, Technical Configuration and Solution Installation Plan.

8.3.1 Perform Solution Cutover-to-Production Use

Contractor shall prepare the Solution for Production Use as documented in the Production Site Installation Plan developed pursuant to Subparagraph 8.2, Technical Configuration and Solution Installation Plan. As part of Solution Cutover-to-Production Use, Contractor shall, at a minimum:

- a. Confirm that the County and Contractor have successfully completed all Acceptance Tests;
- b. Transfer to production environment the successfully tested Solution configuration;

- c. Maintain technical staff at the County site or in a mutually agreed upon manner for problem resolution and production assistance for a period of at least five Working Days following Cutover-to-Production or such higher period of time as elected by County;
- d. Take all steps necessary for the transition to Contractor's Help Desk, which shall provide the County with required support; and
- e. At the TTC's option and prior to initiating Production Use of the Solution, the Contractor shall complete a successful test run (Test Run) to ensure that the performance standards outlined in Subparagraph 16.0, PRS, and Specifications can be met. In addition, the Test Run will validate compliance with the TTC's system performance requirements.

Completion of this Subparagraph shall constitute Cutover-to-Production, and the Solution shall be in Production Use.

8.4 Solution in Production Use

Contractor shall complete the Solution Cutover-to-Production Use as described in Subparagraph 8.3.1, Perform Solution Cutover-to-Production Use, pursuant to the Production Site Installation Plan delivered by Contractor under Subparagraph 8.3, Solution Cutover and Production Site Installation Plan. Upon completion of this Subparagraph 8.4, the software shall be implemented into the production environment and the Solution shall be in Production Use. Contractor shall maintain the Solution in Production Use with no material Deficiencies, as determined in the sole judgment of the County's Project Director, for 90 Calendar Days subsequent to Solution Cutover to Production Use. Upon occurrence of any Deficiency, Contractor shall correct such Deficiency and restart the 90 Days cycle. Contractor shall maintain technical support staff for a period of at least five Working Days following Cutover-to-Production for problem resolution and production assistance. The Contractor shall provide to the County for approval documented results certifying that the Solution has been placed in Production Use. The Solution Implementation described in Subparagraph 8.0 shall not be deemed complete and accepted until approved in writing by the County's Project Director.

9.0 PERFORMANCE BENCHMARK VERIFICATION

9.1 Develop Performance Benchmark Verification Plan

The Performance Benchmark Verification shall provide stress and reliability testing of the Solution. Contractor shall develop, subject to

County's approval, a Performance Benchmark Verification Plan that documents objectives, scenarios, and schedules for the Performance Benchmark Verification. County and Contractor shall conduct the Performance Benchmark Verification within 30 Days following County Project Director's approval of the Solution Implementation.

Stress and reliability verifications are key components of the Performance Benchmark Verification. The County requires that Contractor demonstrate that the Solution can meet all requirements stated in the Specifications, including Performance Requirements and Functional Requirements, and other requirements of this Contract.

The objective of the Performance Benchmark Verification is to exercise the Solution at its peak operating capacity and measure any degradation in Solution performance and Response Time.

9.2 Performance Benchmark Verification Plan

Contractor shall provide, subject to County's approval, a Performance Benchmark Verification Plan, consisting of detailed test plans and scenarios for the Performance Benchmark Verification phase of the project before the Solution may reach Final Acceptance.

The completed Performance Benchmark Verification Plan shall include the tasks, Subparagraphs, and planned dates for completing the Performance Benchmark Verification phase, the test plan scenarios showing each of the tests to be performed, the expected results and the documentation of the test results.

9.2.1 Conduct Performance Benchmark Verification

Before the Solution may reach Final Acceptance, County and Contractor shall perform the Performance Benchmark Verification, the results of which shall serve as a threshold for monitoring Solution performance during the term of the Contract. As part of the Performance Benchmark Verification, County and Contractor shall analyze and document the benchmark results. Contractor shall correct all Deficiencies identified by the County and otherwise defined in Attachment 4, Maintenance and Support Services, and the County and the Contractor shall conduct re-verification. County and Contractor shall review and analyze the re-verification results. In addition to any other Deficiencies, any result not meeting or exceeding Response Time requirements described in Attachment 4 shall be considered a Deficiency. County and Contractor shall test any such Deficiency to a greater extent to obtain data on the performance of the Solution.

Contractor shall determine and document in a written report the cause of each Deficiency, the method for resolution, the required corrective action(s), and the completion dates for corrective action(s). County and Contractor shall conduct the re-verification to confirm that Contractor has successfully corrected the Solution as related to all Deficiencies.

Contractor shall prepare a Final Report of the Performance Benchmark Verification results, which shall, at a minimum, include the following:

- A. A record of all Deficiencies identified
- B. A detailed record of all corrective actions taken; and
- C. A certification of Contractor's successful completion of all corrective actions.

For successful completion of this Subparagraph 9.2.1, Contractor shall obtain the written approval for such Final Report from County's Project Director and County's Project Manager. Upon successful completion of the Performance Benchmark Verification, Contractor shall certify in writing that the Performance Benchmark Verification has been successfully completed and that Contractor has successfully completed all corrective actions.

9.3 Performance Benchmark Verification

The County and Contractor shall conduct the Performance Benchmark Verification of the Solution and analyze and document the results pursuant to Subparagraph 9.2.1, Conduct Performance Benchmark Verification. Contractor shall, based upon these results, identify and incorporate Solution performance improvements and complete all corrective actions to correct and/or optimize the Solution. County and Contractor shall document the Performance Benchmark Verification results and all corrective actions taken by Contractor. Contractor shall certify, in writing, that Performance Benchmark Verification for the Solution has been successfully completed and that Contractor has successfully completed all corrective actions.

9.4 Final Acceptance

Final Acceptance shall occur when: (i) the UAT results satisfy all County requirements in accordance with Paragraph 6.0, UAT; (ii) the Solution Implementation is approved in writing by the County's Project Director in accordance with Paragraph 8.0, Solution Implementation; (iii) Contractor

has obtained the County's Project Director's written approval of the Final Report resulting from the Performance Benchmark Verification; and (iv) the Solution has been in Production Use with no material Deficiencies, as determined in the sole judgment of the County's Project Director for 90 Days subsequent to Solution Cutover-to-Production Use in accordance with Subparagraph 8.4, Solution in Production Use.

10.0 PROVIDE MAINTENANCE AND SUPPORT

The Contractor shall provide Maintenance and Support services in accordance with the requirements of this Contract, including as defined in Attachment 4, Maintenance and Support Services, and all Schedules thereto (collectively, Maintenance and Support Services). Maintenance and Support Services include Maintenance Services consisting of Updates, as well as operational Solution Support, which includes, but is not limited to, Help Desk support during Support Hours, as requested by the County.

The Support Services shall commence after Final Acceptance of the Solution and shall continue during the Contract Term, if elected by the County.

The Support Services shall include:

- A. Support for Solution issues/problems, including monitoring and alerting capabilities for platform service disruptions or failures;
- B. Support for Solution upgrades, updates, new releases, etc.;
- C. Support for Solution fixes, patches, etc.; and
- D. Access to knowledgeable Contractor personnel (i.e., Help Desk) who can answer questions on the use of the Solution or provide analysis on solutions to operational problems the County may encounter during the Support Hours and at such other times as the County may require.

11.0 OTHER SERVICES

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

12.0 PROFESSIONAL SERVICES

The Contractor shall provide to the County Professional Services including, but not limited to, additional training, the preparation and provision of additional user and Solution reference Documentation, and consulting services, at the applicable rates and fees set forth in Exhibit B, Pricing Schedule. Following County's request for Professional Services, made from time to time during the term of the Contract, Contractor shall submit to the County for approval a not-to-exceed Maximum Fixed Price based on the pricing terms set forth in Exhibit B, Pricing Schedule. The County and Contractor shall agree on the Scope of Work for such Professional Services, which shall at a minimum include the tasks, subtasks, and deliverables to be performed, acceptance tests and warranty provisions, as applicable, and the Maximum Fixed Price for such Professional Services.

13.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The Contractor shall adhere to physical and/or computer security safeguards as identified in Attachment 4 (Maintenance and Support Services) .

14.0 QUALITY CONTROL PLAN

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

At a minimum, the QCP shall include the following:

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

- 14.4 The method for ensuring Contractor maintains confidentiality of County Information.

15.0 BUSINESS CONTINUITY PLAN

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

- 15.1 The process for notifying the TTC immediately of any emergency that disrupts service (i.e., power outages, natural disaster, fire, cyber terrorism, etc.);
- 15.2 Timeline for operationalizing the BCP;
- 15.3 Description of the Contractor's disaster recovery plans and solutions;
- 15.4 Address, phone number, and fax number of any alternate site(s) where Contractor will perform services;
- 15.5 Description of the production capabilities at any alternate site(s);
- 15.6 Description of the Contractor's Information Technology (IT) plans and features to ensure the County's information remains accessible and secure;
- 15.7 Description of how Contractor would implement the BCP;
- 15.8 Description of how Contractor will test the BCP on an annual basis and update it accordingly;prs and
- 15.9 Provide the County a copy of annual BCP test results.

16.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS chart lists the required services monitored by the County during the Contract Term:

- 16.1 All listings of services used in the PRS Chart are intended to be completely consistent with this Contract and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in this Contract. In any case of apparent inconsistency between services as stated in this Contract, the meaning apparent in this

Contract will prevail. If any service or deliverable seems to be created in the PRS, which is not clearly and forthrightly set forth in this Contract, that apparent service will be null and void and shall place no requirement on the Contractor.

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

- A. Require the Contractor to implement a Corrective Action Plan (CAP), subject to approval by the County. In the CAP, the Contractor shall include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- B. If Contractor fails to remedy any breach identified in the PRS after 15 Days' notice from the County, provided such notice is given by the County within 30 Days of the breach, reduce payment to the Contractor based on the assessment indicated in the PRS Chart.
- C. Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- D. Failure of the Contractor to comply with or satisfy requests for improvement of performance or to perform the neglected work specified within ten Business Days, or the timeframe specified by the TTC, shall constitute authorization for the County to have the service(s) performed by others. Contractor shall reimburse the County for the entire cost of such work performed by others because of the Contractor's failure to perform said service(s), as determined by the County pursuant to Sample Contract, Paragraph 8.43, Termination for Default, Subparagraph 8.43.2. The Contractor shall credit to the County on the Contractor's future invoice(s) under this Contract or any other County Contract.

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

17.0 QUALITY ASSURANCE PLAN

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

17.1 Meetings

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

17.2 Contract Discrepancy Report

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

17.3 Contractor Complaint Log

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

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

18.0 GENERAL CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE

Performance of a listed service is considered satisfactory when no discrepancies are found by the TTC through Contract monitoring or other means. When performance is unsatisfactory, the TTC may complete a CDR and send this to the Contractor. The Contractor shall then be required to respond to the CDR in writing within ten Business Days explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented.

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

19.0 DAYS OF OPERATION/HOURS/WORKDAY

The Contractor shall maintain Days and hours of operation and staffing sufficient to complete all services within the timeframes directed by the TTC. TTC's general work hours are from Monday through Friday, during the hours of 7:00 a.m. to 5:00 p.m., Pacific Time (PT). The TTC's Investment Operations begin at 5:00 a.m. PT.

Development, testing, implementation, on-site maintenance, and any other services that require access to County facilities may only be performed during normal business hours (Monday through Friday, 7:00 a.m. to 5:00 p.m., PT) except for County Observed Holidays, unless specified otherwise in the Contract, or requested by the County. The County's Project Manager will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

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

A list of County Observed Holidays may be found on the TTC's website <https://ttc.lacounty.gov/county-holidays/>.

EXHIBIT A1

STATEMENT OF WORK ATTACHMENTS AND EXHIBITS

TREASURY MANAGEMENT SYSTEM

EXHIBIT A1 STATEMENT OF WORK ATTACHMENTS AND EXHIBITS

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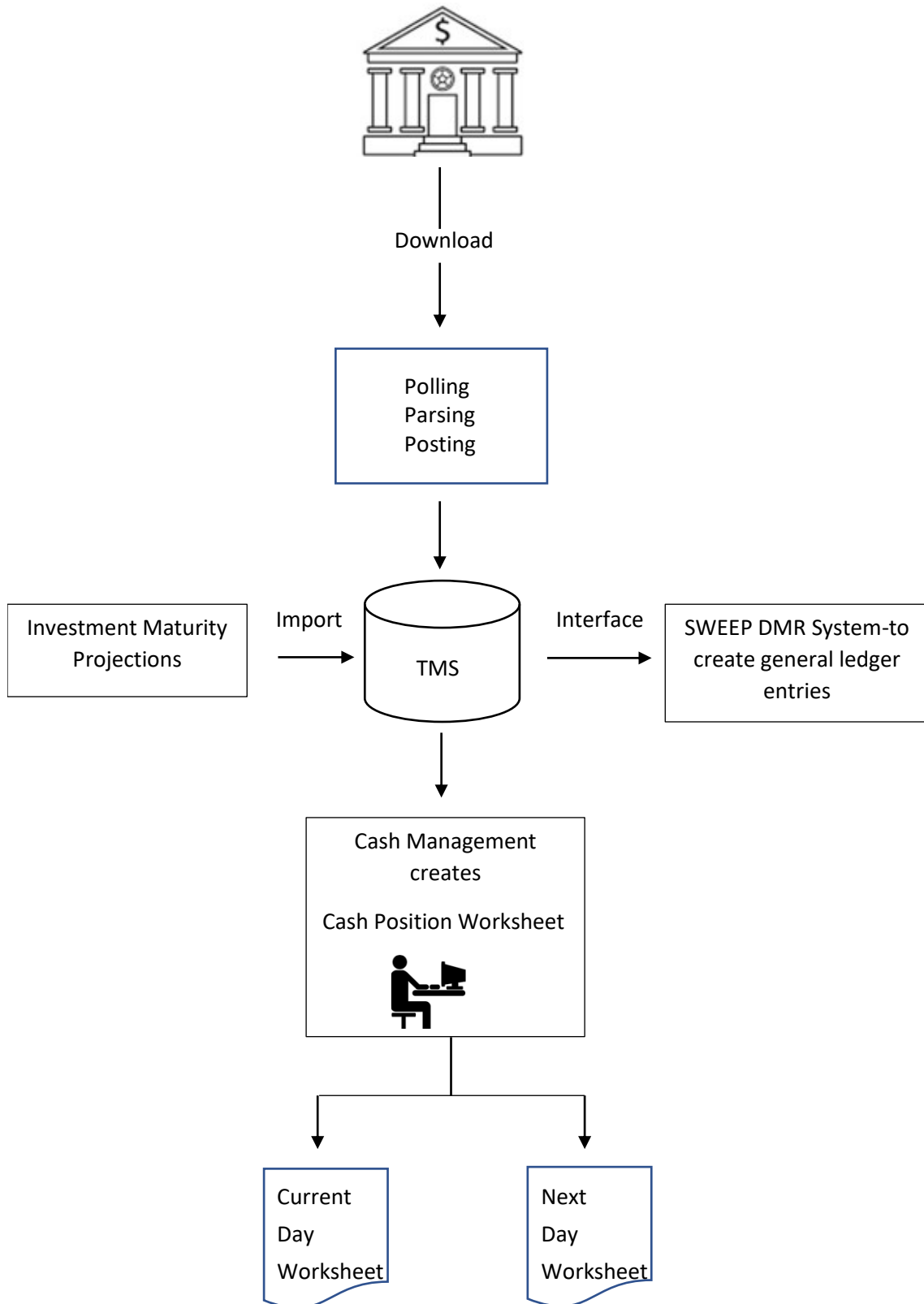
STATEMENT OF WORK ATTACHMENTS

- Attachment 1 Cash Management Workflow
- Attachment 2 Reports
*See list of Exhibits below.
- Attachment 3 Solution Training
- Attachment 4 Maintenance and Support Services

STATEMENT OF WORK EXHIBITS

ATTACHMENT 2, REPORTS - EXHIBITS					
Exhibit	1	Daily Cash Worksheet	Exhibit	7	Prior Day Comparison Worksheet
Exhibit	2	Cash Summary Report	Exhibit	8	Bank Transaction Report – Prior Day Data
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CASH MANAGEMENT WORKFLOW



REPORTS

Exhibit 1 – Daily Cash Worksheet

Daily Cash Worksheet All Accounts Y + C

Date: 1/20/2022 Net Movement Uses Forecast Last Refreshed 9:47:05

Ccy	Category Desc.	_BOFA	_BOWEST	_CITIBANK	_JP MORGAN	_UNION BANK	_WELLS FARGO	BWest_MMA	JPMorgan_MMA	Unknown	Grand Total
USD	Opening Balance	23,417,781.87	3,354,963.84	0.00	2,640,167.22	5,281,904.82	0.00	0.00	0.00	0.00	34,694,817.75
USD	TTC ON-US DEPOSIT	2,000,000.00	0.00	0.00	1,000,000.00	0.00	0.00	0.00	0.00	0.00	3,000,000.00
USD	TTC MIXED DEPOSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	PROPERTY TAX - EFF	11,956,019.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,956,019.94
USD	TR CREDIT CARD DEPOSITS (W)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	STATE APPORTIONMENT	17,806,072.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,806,072.29
USD	SACRAMENTO LOCKBOX	77,237,484.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77,237,484.79
USD	SWEEP ZBA	10,153,041.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,153,041.75
USD	ACH CREDITS	1,100,317.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,100,317.29
USD	LACPIF DEPOSITS	2,000,001.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000,001.00
USD	WIRE IN EXTERNAL	25,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,000,000.00
USD	MISC CREDITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	Sub Total - Credits	147,252,937.06	0.00	0.00	1,000,000.00	0.00	0.00	0.00	0.00	0.00	148,252,937.06
USD	WARRANT CLEARINGS	-5,300,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5,300,000.00
USD	CONTROLLED DISBURSEMENTS	-15,517,279.02	0.00	-27,143,858.83	0.00	0.00	0.00	0.00	0.00	0.00	-42,661,137.85
USD	PAYROLL DIRECT DEPOSITS	-10,576,889.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-10,576,889.89
USD	ACH PAYMENTS	-1,038,012,825.79	0.00	-41,189,674.65	0.00	0.00	0.00	0.00	0.00	0.00	-1,079,202,500.44
USD	ACH DEBIT SETTLEMENTS	-1,169,581.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1,169,581.26
USD	PAYROLL TAXES	-3,333,622.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3,333,622.16
USD	LACPIF WITHDRAWALS (W)	-2,046,885.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2,046,885.92
USD	WIRE OUT EXTERNAL (W)	-67,775,290.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-67,775,290.17
USD	NEGATIVE SWEEP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	MISC DEBITS	0.00	-3,354,963.84	0.00	-3,640,167.22	0.00	0.00	0.00	0.00	0.00	-6,995,131.06
USD	Sub Total - Debits	1,143,732,174.21	-3,354,963.84	-68,333,533.48	-3,640,167.22	0.00	0.00	0.00	0.00	0.00	-1,219,060,838.75
USD	MATURITIES FROM INVESTMENT (W)	1,528,832,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,528,832,000.00
USD	MONEY MARKET MATURITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	MONEY MARKET PURCHASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	MONEY MARKET NET WIRE (W)	-47,936,000.00	0.00	0.00	0.00	0.00	0.00	0.00	-47,936,000.00	0.00	-47,936,000.00
USD	PURCHASES/INVESTMENTS (W)	-444,783,527.78	0.00	0.00	0.00	0.00	0.00	0.00	47,936,000.00	0.00	-444,783,527.78
USD	Sub Total - Investment Activities	1,036,112,472.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,036,112,472.22
USD	BANK SWITCHES - WIRE-IN (W)	5,281,904.82	0.00	0.00	0.00	-5,281,904.82	0.00	0.00	0.00	0.00	0.00
USD	BANK SWITCHES - WIRE-OUT (W)	-68,333,533.48	0.00	68,333,533.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	Sub Total - Bank Switches	-63,051,628.66	0.00	68,333,533.48	0.00	-5,281,904.82	0.00	0.00	0.00	0.00	0.00
USD	Closing Balance	-611.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-611.72

Account/Categories: Bank

Exhibit 2 – Cash Summary Report

Daily Cash Worksheet All Accounts

Date: 1/20/2022

Account: Category

History: (Current) Save

Display Ccy: Actual

Display Value: Actual

Opening Bal: Default

Pool Group: ALL

AccountCategories: Bank

USD Sheet2 Sheet3 Sheet4 Sheet5

Category Desc	Forecast	Bank	Bank-Forecast
Opening Balance	34,694,817.75	34,694,817.75	
Sub Total - Credits	148,252,937.06	268,553,517.52	120,300,580.46
Sub Total - Debits	-1,219,060,838.75	-1,213,309,932.93	5,750,905.82
Sub Total - Investment Activities	1,036,112,472.22	1,036,112,472.22	0.00
Sub Total - Bank Switches	0.00	0.00	0.00
Unmapped Transactions	0.00	0.00	0.00
Closing Balance	-611.72	126,050,874.56	126,051,486.28
Target Balance	0.00	0.00	
Funding Requirement	611.72	-126,050,874.56	

Exhibit 3 – Forecast Transaction Report


Forecast Transaction Report					Date: Tuesday, March 29, 2022	
Transaction Date: 2022-01-20					Time: 9:57:31 AM	
Bank	Tran Type	Value Date	Line Code	Reference	Amount	
BA	ACH_CR					
		1/20/2022		ACH CREDITS	1,100,317.29	
					TOTAL 1,100,317.29	
BA	INCW					
		1/20/2022		Sanitation Districts of Los Angeles County - Investments- Net calls/maturities	25,000,000.00	
					TOTAL 25,000,000.00	
BA	LACPIF_DEP					
		1/20/2022		LACPIF DEPOSITS - CHINOH	2,000,000.00	
		1/20/2022		LACPIF DEPOSITS - CLARIT	1.00	
					TOTAL 2,000,001.00	
BA	MAT					
		1/20/2022	RCITINVST	DRAWDOWN	628,832,000.00	
		1/20/2022	RCITINVST	DRAWDOWN	900,000,000.00	
					TOTAL 1,528,832,000.00	
BA	SACTO_LBX					
		1/20/2022		SACTO LOCKBOX - MED	9,849,253.63	
		1/20/2022		SACTO LOCKBOX - REG	67,388,231.16	
					TOTAL 77,237,484.79	
BA	STA_APPORT					
		1/20/2022		SACTO EFT - BOOKING FEES	56,415.75	
		1/20/2022		SACTO EFT - CALIFORNIA OFFICE OF EMERGENCY SERVICES	640,164.78	
		1/20/2022		SACTO EFT - CITIZENS' OPTION FOR PUBLIC SAFETY AND JUVENILE JUSTICE PROGRAMS	7,385,146.15	
		1/20/2022		SACTO EFT - JUVENILE PROBATION ACTIVITIES	8,717,416.45	
		1/20/2022		SACTO EFT - JUVENILE PROBATION CAMP FUNDING	1,006,929.16	
					TOTAL 17,806,072.29	
BA	SWEEP					
		1/20/2022		REVENUE SWEEP	1,500,000.00	
		1/20/2022		REVENUE SWEEP - ALL	4,151,265.72	
		1/20/2022		REVENUE SWEEP - LACOE CHECKS	4,498,527.86	
		1/20/2022		REVENUE SWEEP - LAUSD LOCKBOX	3,248.17	
					TOTAL 10,153,041.75	
BA	TAX_EFT					
		1/20/2022		TAX ACH eCOMMERCE 63718	11,956,019.94	
					TOTAL 11,956,019.94	
BA	TR					
		1/20/2022		TREASURER DEPOSIT	2,000,000.00	
					TOTAL 2,000,000.00	

Exhibit 4 – Fedwire Transfer Report

Fedwire Transfer Report				Date: Thursday, January 20, 2022
				Time: 3:33:42 PM
Transaction Date: 2022-01-20				
Value Date	Tran Type	Line Number	Reference	Wire Amount
1/20/2022	LACPIF_WDL	LACPIF_WDL	GLENDALE	\$46,885.92
1/20/2022	LACPIF_WDL	LACPIF_WDL	LACDA	\$2,000,000.00
1/20/2022	MAT	RCITINVST	DRAWDOWN	\$900,000,000.00
1/20/2022	MAT	RCITINVST	DRAWDOWN	\$628,832,000.00
1/20/2022	MMA_WIRE	JPMMA	Auto Fund Transfer From BAC003 To JPM828 1/20/2022	\$47,936,000.00
1/20/2022	OUTW	WIRE_EARLY	ADP09102 (EARLY)	\$13,327.08
1/20/2022	OUTW	WIRE_EARLY	EMPOWER-GW (EARLY)	\$64,465,368.19
1/20/2022	OUTW	WIRE_TEMPL	SBCERA	\$1,683,476.44
1/20/2022	OUTW	WIRE_TEMPL	TIAA	\$3,735.00
1/20/2022	OUTW	WIRE_TEMPL	WAGEWORKS	\$366,162.82
1/20/2022	OUTW	WIRE_TEMPL	HIGHERONE2	\$1,854.00
1/20/2022	OUTW	WIRE_TEMPL	HIGHERONE2	\$1,051,591.50
1/20/2022	OUTW	WIRE_TEMPL	CALSTRS403B	\$120,817.14
1/20/2022	OUTW	WIRE_TEMPL	CALSTRS457B	\$10,000.00
1/20/2022	OUTW	WIRE_TEMPL	G5FINAID	\$58,958.00
1/20/2022	PUR	CITINVST	FUNDING	\$440,000,000.00
1/20/2022	PUR	CITINVST	FUNDING	\$4,783,527.78
1/20/2022	WIREIN	RUNION	Auto Fund Transfer From UB1653 To BAC003 1/20/2022	\$5,281,904.82
1/20/2022	WIREOUT	CTBNKCC	Auto Fund Transfer From BAC003 To CIT623 1/20/2022	\$68,333,533.48
Wire Count: 19				Total: \$2,164,989,142.17

Exhibit 6 – Prior Day Daily Cash Worksheet

Daily Cash Worksheet All Accounts

Y + C

Date: 1/20/2022		Net Movement Uses: Current		Last Refreshed: 10:21:06							
Ccy	Category Desc.	_BOFA	_BOWEST	_CITIBANK	_JP MORGAN	_UNION BANK	_WELLS FARGO	BWest_MMA	JPMorgan_MMA	Unknown	Grand Total
USD	Opening Balance	23,417,781.87	3,354,963.84	0.00	2,640,167.22	5,281,904.82	0.00	0.00	0.00	0.00	34,694,817.75
USD	TTC ON-US DEPOSIT	3,598,113.56	159,463.64	0.00	1,804,004.33	535,751.76	0.00	0.00	0.00	0.00	6,097,333.29
USD	TTC MIXED DEPOSIT	13,141,706.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,141,706.57
USD	PROPERTY TAX - EFT	11,900,459.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,900,459.94
USD	TR CREDIT CARD DEPOSITS (W)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	STATE APPOINTMENT	17,806,072.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,806,072.29
USD	SACRAMENTO LOCKBOX	77,237,484.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77,237,484.79
USD	SWEEP ZBA	89,267,656.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89,267,656.15
USD	ACH CREDITS	1,100,317.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,100,317.29
USD	LACPIF DEPOSITS	2,000,001.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000,001.00
USD	WIRE IN EXTERNAL	50,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000,000.00
USD	MISC CREDITS	2,486.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,486.20
USD	Sub Total - Credits	266,054,297.79	159,463.64	0.00	1,804,004.33	535,751.76	0.00	0.00	0.00	0.00	268,553,517.52
USD	WARRANT CLEARINGS	-6,360,325.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-6,360,325.26
USD	CONTROLLED DISBURSEMENTS	-15,517,279.02	0.00	-27,215,441.94	0.00	0.00	0.00	0.00	0.00	0.00	-42,732,720.96
USD	PAYROLL DIRECT DEPOSITS	-10,573,180.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-10,573,180.08
USD	ACH PAYMENTS	-1,038,012,582.08	0.00	-41,189,674.65	0.00	0.00	0.00	0.00	0.00	0.00	-1,079,202,256.73
USD	ACH DEBIT SETTLEMENTS	-1,169,581.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1,169,581.26
USD	PAYROLL TAXES	-3,333,622.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3,333,622.16
USD	LACPIF WITHDRAWALS (W)	-2,046,885.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2,046,885.92
USD	WIRE OUT EXTERNAL (W)	-67,775,290.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-67,775,290.17
USD	NEGATIVE SWEEP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	MISC DEBITS	-115,387.52	0.00	0.00	-682.87	0.00	0.00	0.00	0.00	0.00	-116,070.39
USD	Sub Total - Debits	-1,144,904,133.47	0.00	-68,405,116.59	-682.87	0.00	0.00	0.00	0.00	0.00	-1,213,309,932.93
USD	MATURITIES FROM INVESTMENT (W)	1,528,832,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,528,832,000.00
USD	MONEY MARKET MATURITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	MONEY MARKET PURCHASES	-47,936,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-47,936,000.00
USD	MONEY MARKET NET WIRE (W)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	PURCHASES/INVESTMENTS (W)	-444,783,527.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-444,783,527.78
USD	Sub Total - Investment Activities	1,036,112,472.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,036,112,472.22
USD	BANK SWITCHES - WIRE-IN (W)	5,281,904.82	0.00	68,333,533.48	0.00	0.00	0.00	0.00	0.00	0.00	73,615,438.30
USD	BANK SWITCHES - WIRE-OUT (W)	-68,333,533.48	0.00	0.00	0.00	-5,281,904.82	0.00	0.00	0.00	0.00	-73,615,438.30
USD	Sub Total - Bank Switches	-63,051,628.66	0.00	68,333,533.48	0.00	-5,281,904.82	0.00	0.00	0.00	0.00	0.00
USD	Unmapped Transactions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	Closing Balance	117,628,789.75	3,514,427.48	-71,583.11	4,443,488.68	535,751.76	0.00	0.00	0.00	0.00	126,050,874.56

Account/Category
Bank

Exhibit 7 – Prior Day Comparison Worksheet

Daily Cash Worksheet At Accounts

Date: 1/20/2022 Account: Category: History [Current] Save

Display Ccy: Actual Last Refreshed: 1/21/18:21

Display Value: Actual

Opening Bal: Default

Pool Group: ALL

Account Categories: USD

Category Desc	Forecast	Bank	Bank-Forecast
Opening Balance	25,687,276.81	25,687,276.81	
TTC ON-US DEPOSIT	6,035,101.00	12,850,238.78	6,815,137.75
TTC MIXED DEPOSIT	0.00	16,204,237.15	16,204,237.15
PROPERTY TAX - EFT	35,088,878.17	35,838,493.59	738,615.22
TR CREDIT CARD DEPOSITS (W)	14,684,770.72	14,684,770.72	0.00
STATE APPORTIONMENT	0.00		
SACRAMENTO LOCKBOX	104,408,955.12	104,408,955.12	0.00
SWEEP ZBA	10,976,422.27	11,442,654.24	466,231.97
ACH CREDITS	1,056,241.40	1,056,241.40	0.00
LACPF DEPOSITS	0.00		
WIRE IN EXTERNAL	0.00	289,459.00	289,459.00
MISC CREDITS	0.00	6,603.85	6,603.85
Sub Total - Credits	233,240,476.71	289,761,663.65	26,521,187.94
WARRANT CLEARINGS	-7,500,000.00	-6,196,819.71	-1,303,180.29
CONTROLLED DISBURSEMENTS	-55,777,163.75	-55,094,094.21	683,069.54
PAYROLL DIRECT DEPOSITS	-2,304,728.65	-2,304,728.65	0.00
ACH PAYMENTS	-35,770,245.53	-35,769,185.53	1,059.00
ACH DEBIT SETTLEMENTS	-1,005,134.59	-1,005,134.59	0.00
PAYROLL PAYS	-88,178.84	-88,178.84	0.00
LACPF WITHDRAWALS (W)	-1,500,000.00	-1,500,000.00	0.00
WIRE OUT EXTERNAL (W)	-10,098,274.97	-10,098,274.97	0.00
NEGATIVE SWEEP	0.00	-7,215.81	-7,215.81
MISC DEBITS	-7,629,132.72	-8,872.04	7,742,260.68
Sub Total - Debits	-122,872,859.63	-116,755,165.32	6,117,694.31
MATURITIES FROM INVESTMENT (W)	300,010,866.67	300,010,866.67	0.00
MONEY MARKET PURCHASES	-5,320,000.00	-5,320,000.00	0.00
MONEY MARKET NET WIRE (W)	0.00	0.00	0.00
PURCHASES/INVESTMENTS (W)	-430,746,198.49	-430,746,198.49	0.00
Sub Total - Investment Activities	-130,055,331.82	-130,055,331.82	0.00
BANK SWITCHES - WIRE-IN (W)	0.00	46,001,793.50	46,001,793.50
BANK SWITCHES - WIRE-OUT (W)	0.00	-46,001,793.50	-46,001,793.50
Sub Total - Bank Switches	0.00	0.00	0.00
Unmapped Transactions	0.00	0.00	0.00
Closing Balance	-58.33	32,640,303.32	32,640,361.65
Target Balance	0.00	0.00	0.00
Funding Requirement	638.33	-32,640,303.32	

Account Categories: USD Sheet2 Sheet3 Sheet4 Sheet5

Exhibit 8 – Bank Transaction Report – Prior Day Data

Bank Transaction Report Date: Friday, January 21, 2022
Time: 8:13:16 AM

Transaction Date: 2022-01-20

Bank	C/D	WS Cat	Date	BAI	Comments	Amount
BAC003						
					SACTO_LBX	
			1/20/2022	357	00000000000000004504360020000000055BOOK TRANSFERFDES NCA 0001436 932828	67,388,231.16
			1/20/2022	357	00000000000000004504360020000000055BOOK TRANSFERFDES NCA 0001436 932828	9,849,253.63
					TOTAL	77,237,484.79
					STA_APPOR	
			1/20/2022	165	0000000000000000180342296860000000000APPOR ST OF CA DES:APSAPPORTS ID:136INDN:LOS ANGELES COUNTY TRE CO ID:9001113698 PPD	8,717,416.45
			1/20/2022	165	0000000000000000180342295650000000000APPOR ST OF CA DES:APSAPPORTS ID:136INDN:LOS ANGELES COUNTY TRE CO ID:9001113698 PPD	7,385,146.15
			1/20/2022	165	0000000000000000180342295570000000000APPOR ST OF CA DES:APSAPPORTS ID:136INDN:LOS ANGELES COUNTY TRE CO ID:9001113698 PPD	1,006,929.16
			1/20/2022	165	0000000000000000180342296760000000000APPOR ST OF CA DES:APSAPPORTS ID:136INDN:LOS ANGELES COUNTY TRE CO ID:9001113698 PPD	640,164.78
			1/20/2022	165	0000000000000000180342295390000000000APPOR ST OF CA DES:APSAPPORTS ID:136INDN:LOS ANGELES COUNTY TRE CO ID:9001113698 PPD	56,415.75
					TOTAL	17,806,072.29

D						
					ACHDR	
			1/20/2022	577	TRSF TO ██████████218	-1,169,581.26
					TOTAL	-1,169,581.26
					ACHPYRL	
			1/20/2022	577	TRSF TO ██████████0351	-10,573,180.08
					TOTAL	-10,573,180.08
					ACHVNR	
			1/20/2022	577	TRSF TO ██████████2254	-142,587.67
			1/20/2022	577	TRSF TO ██████████3477	-22,148,908.86
			1/20/2022	577	TRSF TO ██████████3652	-1,184,419.64
			1/20/2022	577	TRSF TO ██████████5971	-11,443.07
			1/20/2022	577	TRSF TO ██████████1448	-999,999,999.00
			1/20/2022	577	TRSF TO ██████████1448	-14,525,223.84
					TOTAL	-1,038,012,582.08
					CTRLD15B	
			1/20/2022	577	TRSF TO ██████████0738	-301,785.78
			1/20/2022	577	TRSF TO ██████████0737	-163,846.37
			1/20/2022	577	TRSF TO ██████████2516	-25,350.08
			1/20/2022	577	TRSF TO ██████████2530	-272,680.99
			1/20/2022	577	TRSF TO ██████████5848	-14,345,061.22
			1/20/2022	577	TRSF TO ██████████7106	-408,554.58
					TOTAL	-15,517,279.02

Exhibit 9 – Check and ACH Disbursements Report

Warrant Clearings		Date: Tuesday, March 29, 2022	
		Time: 10:45:55 AM	
Transaction Date:	2022-01-20		

Bank	WS Category	Value Date	Comments	Amount
BAC003	ACHDR	1/20/2022	TRSF TO ██████████ 3218	-1,169,581.26
	ACHPYRL	1/20/2022	TRSF TO ██████████ 0351	-10,573,180.08
	ACHVNDR	1/20/2022	TRSF TO ██████████ 2254	-142,587.67
		1/20/2022	TRSF TO ██████████ 3477	-22,148,908.86
		1/20/2022	TRSF TO ██████████ 3652	-1,184,419.64
		1/20/2022	TRSF TO ██████████ 5971	-11,443.07
		1/20/2022	TRSF TO ██████████ 1448	-14,525,223.84
		1/20/2022	TRSF TO ██████████ 1448	-999,999,999.00
				TOTAL -1,038,012,582.08
	CTRLDISB	1/20/2022	TRSF TO ██████████ 0738	-301,785.78
		1/20/2022	TRSF TO ██████████ 0737	-163,846.37
		1/20/2022	TRSF TO ██████████ 2516	-25,350.08
		1/20/2022	TRSF TO ██████████ 2530	-272,680.99
		1/20/2022	TRSF TO ██████████ 5848	-14,345,061.22
		1/20/2022	TRSF TO ██████████ 7106	-408,554.58
				TOTAL -15,517,279.02
	PYRLTAXES	1/20/2022	TRSF TO ██████████ 30350	-2,606,286.98
1/20/2022		TRSF TO ██████████ 30349	-727,335.18	
			TOTAL -3,333,622.16	
WRNTCLRG	1/20/2022	TRSF TO ██████████ 0050	-364,886.54	
	1/20/2022	TRSF TO ██████████ 0498	-1,421.00	
	1/20/2022	TRSF TO ██████████ 2969	-1,427.14	
	1/20/2022	TRSF TO ██████████ 3539	-2,124.86	
	1/20/2022	TRSF TO ██████████ 7440	-12,041.74	
	1/20/2022	TRSF TO ██████████ 0528	-357,499.11	
	1/20/2022	TRSF TO ██████████ 0518	-621,539.76	
	1/20/2022	TRSF TO ██████████ 0522	-12,888.41	
	1/20/2022	TRSF TO ██████████ 3633	-12,962.14	
	1/20/2022	TRSF TO ██████████ 3656	-671,598.89	
	1/20/2022	TRSF TO ██████████ 0526	-58,624.38	
	1/20/2022	TRSF TO ██████████ 1400	-3,919,369.01	
	1/20/2022	TRSF TO ██████████ 1443	-66,270.57	
	1/20/2022	TRSF TO ██████████ 0530	-29,121.64	
	1/20/2022	TRSF TO ██████████ 0520	-3,875.39	
1/20/2022	TRSF TO ██████████ 0524	-224,674.68		
			TOTAL -6,360,325.26	
CIT623	ACHVNDR	1/20/2022	ACT TRANSFER DRAC T TRANSFER ---- ACCOUNT ██████████ 1322EFTVENDOR PAYMENT	-37,531,565.33
		1/20/2022	ACT TRANSFER DRAC T TRANSFER ---- ACCOUNT ██████████ 6105LACOE EFTVEND PYMT-BEST	-3,658,109.32
				TOTAL -41,189,674.65
	CTRLDISB	1/20/2022	ACT TRANSFER DRAC T TRANSFER ---- ACCOUNT ██████████ 6502LACOE CONTROLLED DISB - TSA	-499,885.09
		1/20/2022	ACT TRANSFER DRAC T TRANSFER ---- ACCOUNT ██████████ 8165LA COUNTY OFFICE OF EDUCATION	-13,777,911.40
		1/20/2022	ACT TRANSFER DRAC T TRANSFER ---- ACCOUNT ██████████ 6113LACOE - B - BEST	-12,937,645.45
				TOTAL -27,215,441.94
				TOTAL -1,143,371,686.45

Exhibit 10 – Credit Card Account Balances Report

Credit Card Account Balances			Date: Thursday, January 20, 2022 Time: 4:10:32 PM			
Transaction Date:		2022-01-19				
Account No	Our Bank	Balance Date	Ledger Balance	Collected Balance	1-Day Float	2-Day Float
██████0345	BAC345	1/19/2022	3,980,916.79	3,980,916.79	0.00	0.00

Exhibit 11 – Money Market Account Interest Report

Money Market Account Interest		Date: Thursday, January 20, 2022 Time: 4:13:22 PM		
Transaction Date: 2022-01-19				
Bank of the West				
Our Bank	Value Date	BAI	Comments	Amount
BW5322	1/19/2022	195	INCOMING MONEY TRANSFERREFERENCE # 220119006059 WIRE CREDITSENDING BANK REFERENCE # 2022011900428158	5,320,000.00
				TOTAL 5,320,000.00

Exhibit 12 – Dashboard

The dashboard consists of eight report panels arranged in two columns. Each panel includes a title bar with the report name and date, a data entry field for the transaction date, and 'Run' and 'Run and Hide Parameters' buttons.

- OPENING BALANCES**: Bank Balances w/ Totals. Date: Wednesday, April 6, 2022. Time: 11:27:55 PM. Transaction Date: 4/5/2022.
- FEDWIRE REPORT**: Fedwire Transfer Report. Date: Wednesday, April 6, 2022. Time: 11:27:56 PM. Transaction Date: 4/6/2022.
- BANK TRANSACTION REPORT**: Bank Transaction Report. Date: Wednesday, April 6, 2022. Time: 11:27:57 PM. Transaction Date: 4/5/2022.
- FORECAST TRANSACTION REPORT W/SUBTOTAL**: Forecast Transaction Report. Date: Wednesday, April 6, 2022. Time: 11:27:55 PM. Transaction Date: 4/6/2022.
- WARRANT AND CONTROLLED DISBURSEMENTS**: Warrant Clearings. Date: Wednesday, April 6, 2022. Time: 11:27:57 PM. Transaction Date: 4/5/2022.
- CREDIT CARDS BALANCES**: Credit Card Account Balances. Date: Wednesday, April 6, 2022. Time: 11:27:55 PM. Transaction Date: 4/5/2022.
- BANK OF THE WEST MONEY MARKET INTEREST**: Money Market Account Interest. Date: Wednesday, April 6, 2022. Time: 11:27:56 PM. Transaction Date: 4/5/2022.

ATTACHMENT 3 – SOLUTION TRAINING

I. INTRODUCTION

Contractor shall provide Technical and End User training as set forth herein at the County of Los Angeles (County) Treasurer and Tax Collector (TTC) site. The training must include all the modules that the TTC needs to attain the functionality stated in the Statement of Work (SOW). Solution training may be conducted virtually using a video conferencing method agreed upon by the TTC.

Contractor shall provide all needed training sessions, as determined by the TTC. Training shall incorporate traditional training methods including, but not limited to, hands-on classroom training and materials (i.e., training manual, reference guides, desk aids, etc.) and knowledge transfer strategy, mutually agreed upon by the TTC and contractor, to prepare TTC staff to utilize the Solution after it is placed into production. Contractor shall customize each training session to accommodate Technical and End User staff, covering areas that pertain to the specific business requirements of each training group.

II. SCOPE OF TRAINING

A. TECHNICAL TRAINING

Contractor shall provide Technical Training for the TTC's technical staff designated by the TTC in accordance with the course outline set forth below.

The role and responsibility of the Contractor and the TTC staff on the usage of the application with all its modules.

1. Features of the Solution (includes features unique to the County)
 - a. Solution Administration.
 - b. Interface of the new Solution with the TTC's in-house application (Sweep DMR).
 - c. Interface of the new Solution with the TTC's Financial Institutions' BAI Files.
2. Software of Workstations
 - d. Client workstations installation and support.
 - e. Third Party Software (if any).
 - f. User Setup and Audit Controls.
3. Processes (includes hands on practice)
 - g. Reports' Retrieval, customization, and Generation.
 - h. Menu Hierarchy and Navigation.
 - i. Interface of the new Solution with the TTC's in-house application (Sweep DMR).
 - j. Interface of the new Solution with the TTC's Financial Institutions' BAI Files.

- k. How to setup, run, and export files into different file formats as specified by the TTC.
4. Reports – The Management Tool
- l. Staff Training to utilize the integrated report writing tool to modify or develop new custom reports.
5. Modifications to the Solution
- m. On-site, post-implementation support (e.g., one month of on-site support after go-live, on-site support during initial implementation, optional “as-needed” support seven days a week).
 - n. Delivery method of upgrades and product enhancements, including historical frequency of upgrades by module.
 - o. Help Desk, problem reporting, and resolution procedures, including customer service organizational chart and internal escalation procedures with defined support levels.
6. Question and Answer Session
7. Evaluation

B. END USER TRAINING

Contractor shall provide Solution training for End User staff, designated by the TTC, in accordance with the course outline set forth below.

Contractor shall design each training session to cover subjects geared toward the business function of each training group, as indicated in Section I (Introduction) above. Not all Workflow and Processes subjects/topics may be covered at each individual training session.

- 1. Features of the Solution
- 2. Software of all Workstations
 - a. How to access the new Solution using the Client software.
 - b. How to use all the modules included in the new Solution.
- 3. Workflow and Processes (includes hands on practice)
 - a. Report Retrieval and Generation.
 - b. Menu Hierarchy and Navigation.
 - c. Inquiry Response.
 - d. Account Setup and Changes.
 - e. Daily Cash Worksheet and Forecast Daily Cash Worksheet.
 - f. Cash Positioning process and Workflow Monitoring.
 - g. Banking Data Retrieval and Manipulation.
 - h. Table Maintenance.
 - i. Forecasting Models Setup and Variations.
 - j. Specialized Screens.

k. Support.

4. Reports – The Management Tool

Staff Training to utilize the integrated report writing tool to modify or develop new custom reports.

5. Question and Answer Session

6. Evaluation

Attachment 4

Maintenance and Support Services

Table of Contents

Attachment 4.1	SaaS Service Terms
Attachment 4.2	Support Service Terms
Attachment 4.3	Information Security and Privacy Requirements

SaaS SERVICES TERMS

- 1. Provision of SaaS Services.** Contractor will provide to County remote use of and access to Contractor's proprietary Solution provided under this Contract. Contractor will provide connectivity between Contractor's equipment and the internet. Contractor will notify County of the access procedures, including the relevant internet address and any VPN configuration requirements. As between Contractor and County, County is responsible for all connections by County via the internet and procuring and paying for all telecommunication and internet service provider services associated with County's use of the Solution. County acknowledges and agrees that such data communication services are not considered part of the Solution and the third-party providers of such services and products are not subcontractors or agents of Contractor. Hardware virtualization technologies may be used in Contractor's discretion to deliver functionality to County as part of the Solution.
- 2. License.** Subject to the terms and conditions set forth in this Contract, including payment of the Solution fees by County to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide right to access and use the Solution, as well as any Documentation and training materials, during the term of this Contract.
- 3. Scope of Use.** County may use, and permit its affiliates to use, the Solution only in the ordinary course of County's and its affiliates' internal business operations. County will be liable for any breach of the terms of this Agreement by its affiliates or their respective employees or agents ("**Authorized Users**"). Access to and use of the Solution by County will be limited to the scope of use provided under this Contract, subject to increase by execution by the parties of an amendment to this Contract.
- 4. Use Restrictions.** Except to the extent specifically authorized by this Contract, County will not, will not attempt to, and will not permit any others under its reasonable control to: (a) use and/or access the Solution or Documentation for any purpose or in any manner not specifically authorized by this Contract; (b) make or retain any copy of the Solution in any manner not authorized by this Contract; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble, attempt to derive the source code, trade secrets or know-how in or underlying, the Solution, except to the extent specifically permitted by applicable law; (d) modify, adapt, alter, translate or create derivative works based upon the Solution or Documentation, or combine, or merge any part of the Solution or Documentation with or into any other software or documentation, except to the extent permitted by applicable law; (e) refer to, disclose, use or access all or any part of the Solution as part of any effort to: (i) develop a program infringing the Contractor's proprietary intellectual property in the Solution; or (ii) otherwise compete with Contractor; (f) remove, erase, or tamper with any copyright or other proprietary notice printed or stamped on, affixed to or encoded or recorded in any Contractor Confidential Information, or fail to preserve all copyright and other proprietary notices in any copy of any Contractor Confidential Information made by County; (g) sell, market, license, sublicense, distribute or otherwise grant to any person including any outsourcer, vendor, subcontractor, consultant or partner, any right to use and/or access any Contractor Confidential Information or allow such other person to have access to any Contractor Confidential Information, whether on County's behalf or otherwise in any manner not authorized by this Contract; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any person, whether on a fee basis or otherwise.
- 5. Enhancements:** Upgrades, replacements, and new versions: The Contractor agrees to make available to County, at no cost, prior to, and during installation and implementation of the Solution any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the Solution and that are made generally available at no additional charge to the Contractor's other customers using the Solution. During the term of this Contract, the Contractor will promptly notify the County of any available updates, enhancements or newer versions of the Solution via its Client Portal, and provide the new version to the County. The Contractor will provide (via the Contractor's Client Portal or within the Solution

itself) any accompanying Documentation relating to the enhanced, updated, or replaced Solution. As used herein, "**Client Portal**" means a self-service portal made available to County's designated representatives at County's request offering specific client-facing resources including information about Contractor's Information Security Practices.

- 6. Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, the Contractor will immediately and within 24 hours implement the Contractor's Business Continuity Plan, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will include in its Business Continuity Plan, 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 Solution.

In the event that the Solution Availability is interrupted, the County Information may be accessed and retrieved within four hours at any point in time. To the extent the Contractor hosts County Information related to the Solution, the Contractor will perform daily back-ups of all County Data residing in the Solution in a segmented or off-site "hardened" environment in a manner that ensures back-ups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- 7. Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e., The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2022 certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor will have a process for correcting control deficiencies that have been identified in the audit, including follow-up documentation providing evidence of such corrections. The Contractor agrees to provide County with the current audit certifications upon request.

The County may review a copy of Contractor's then-current SOC 2, Type 2 audit report by visiting the FIS Client Portal. This report is made available to Contractor's clients on or before December 31 of the year in which the audit was performed. A summary of the Contractor's plan for addressing or resolving any exception(s) and/or qualification(s) resulting from the audit will be shared with the County's Chief Information Security Officer promptly following the County's written request. The audit report and summary are and will remain FIS Confidential Information.

- 8. Information Import Requirements at Termination:** Upon termination of this Contract, the Contractor will use reasonable efforts to comply with County's written instructions for providing a complete, portable, and secure copy of all County Data to County within 30 days of receipt of such instructions and , in a format to be mutually agreed by County and Contractor.
- 9. Termination Assistance Services:** If requested by the County, the Contractor agrees to provide reasonable termination assistance services in accordance with a mutually agreed statement of work.
- 10. Third Party Software.** In the event Contractor provides any Third-Party Software to the County in connection with this Contract, Contractor will obtain a license to such Third-Party Software that is equivalent to the access and use rights provided under this Contract. For the avoidance of doubt, Contractor will support and maintain, at no additional charge to the County, all Third-Party Software to the same extent as the Solution.

11. Microsoft Azure Services.

- 11.1 "**Azure Services**" means one or more of the Microsoft Azure services or features used by Contractor in connection with the Solution being provided to County under this Contract.
- 11.2 County understands and agrees that Contractor is using the Azure Services in connection with its provision of the Solution pursuant to a subscription agreement Contractor has with Microsoft Corporation and/or its affiliate ("Microsoft") under which the Azure Services are licensed to Contractor. Contractor does not own the Azure Services and the use thereof is subject to certain rights and limitations.
- 11.3 In the event that a regulator having supervisory authority over County ("**Regulator**") requests to examine the Azure Services operations and controls in order to meet the Regulator's supervisory obligations, Microsoft will provide the Regulator with a direct right to examine the Azure Services, including the ability to conduct an on-premise examination; to meet with Microsoft personnel and external auditors; and to

access any related documents. Such activities may take place at Microsoft's offices, at other locations where the Azure Services provided to County are performed, and as otherwise requested by the Regulator. For clarity, Microsoft and Contractor will work together to resolve the Regulator request through discussion and interaction between Contractor, Microsoft, and the Regulator (and County where applicable). If required under applicable laws, nothing in this section should be construed as an impediment to the Regulator's ability to examine the Azure Services. County represents that, as a local U.S. government entity, it has sovereign immunity from foreign regulations, including the European Union's General Data Protection Regulation and related regulations. Should any Regulator request access to County Data, Contractor will notify County of that request, subject to Section 7.7 (Confidentiality) of the Contract.

Version February 2022

SUPPORT SERVICES

This FIS Standard Support Services Document (this “**document**”) describes the support and maintenance services (“**support services**”) that FIS will provide in relation to the solution, software or remote processing/ASP services (each being the “**Solution**”) that a client for the Solution (“**Client**”) has procured from FIS, with this document forming an integral part of the agreement between FIS and Client (the “**Agreement**”) that refers to this document.

For the purposes of this document:

“**Error**” means a failure of a Supported Release to perform in all material respects in accordance with the Documentation. “**Installed Solution**” means a Solution installed at a non-FIS or FIS affiliate owned or controlled data centre.

“**Release**” means periodic updates or modifications which FIS, in its discretion, incorporate into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).

“**SaaS Solution**” means a Solution hosted by FIS for Client, where the Solution is either:

- a. hosted on an environment dedicated to Client and not shared with other FIS clients, where Client is granted discretion as to when it upgrades to a new Release of the Solution (“**Dedicated Hosted Solution**”). For the sake of clarity, a Dedicated Hosted Solution is referred to as a SaaS Solution purely for the purposes of this document, despite the Solution not being delivered on a true SaaS basis; or
- b. hosted on an environment shared with many clients.

Where the Solution is hosted by FIS for Client pursuant to Hosting Services, if Client terminates such Hosting Services, as expressly permitted in the Agreement, following the effective date of such termination, the Solution will be an Installed Solution for the purposes of this document.

1 FIS Support Responsibilities

FIS support responsibilities cover the following areas, as further described in this Section 1:

- a. provision of new Releases;
- b. telephone and email (“**help desk**”) consultation and support regarding the use and operation of the Solution; and
- c. Incident (as defined below) support.

FIS will provide support in respect of:

- (i) for SaaS Solutions where clients of the Solution are required to be on the same Release of the Solution (as advised by FIS to Client and, for the avoidance of any doubt, excluding Dedicated Hosted Solutions), the most current Release of the Solution made available by FIS for the Solution; and
- (ii) (A) for Dedicated Hosted Solutions and (B) for Installed Solutions, the most current Release of the Solution, the two (2) immediately preceding Releases of the Solution or any other Releases made available in the previous twelve (12) months,

(with respect to each Solution type, collectively the “**Supported Release**”).

If, on a case by case basis, FIS agrees to support any version of the Solution that is not a Supported Release, which support will include help desk support and Incident correction to the extent such correction is already available in the relevant version but not the right to obtain new Incident corrections, FIS reserves the right to charge Client for such additional support at FIS’ then prevailing Professional Services fee rates, together with any applicable expenses. Any travel by FIS personnel to a different location than their normal place of work will be pre-approved by Client in advance of such travel and related expenses being incurred.

Further, Client will be entitled to receive these support services, as described below, in respect of the production databases/environments of the Solution only, but not for any non-production databases/environments. Except as expressly stated in this document, support services in relation to any non-production databases/environments will be provided at FIS’ discretion and may be subject to charge at FIS’ then prevailing Professional Services fee rates.

1.1 **Provision of New Releases**

- 1.1.1 For SaaS Solutions (other than Dedicated Hosted Solutions), FIS will provide and install (in both the production and non-production environments) new Releases of the Solution at no additional charge (and any additional Professional Services provided by FIS will be subject always to Section 1.1.5 below).
- 1.1.2 For Dedicated Hosted Solutions, FIS will provide and install (in both the production and non-production environments) new Releases of the Solution (and any Professional Services provided by FIS in support of such installation will be subject always to Section 1.1.5 below).
- 1.1.3 For Installed Solutions, FIS will make available to Client new Releases of the Solution as and when such become available, and Client will install such new Releases such that Client remains on a Supported Release (and any Professional Services provided by FIS in support of such installation will be subject always to Section 1.1.5 below). The preceding sentence notwithstanding, Client will promptly install any new Release provided by FIS to avoid or mitigate a performance problem or infringement claim.

- 1.1.4 Client accepts that if it is not using a Supported Release, FIS is under no obligation to provide the support services described in this document.
- 1.1.5 Unless such fees are expressly included in the Solution fees set out in the Agreement, Client will be responsible for the payment for any Professional Services provided by FIS (such as but not limited to testing, training, upgrading Client specific configurations, upgrading Client specific customizations including custom reports, and reconciliation activities) for the upgrade of Client to the new Release, at FIS' then prevailing Professional Services fee rates, together with any applicable expenses. Any travel by FIS personnel to a different location than their normal place of work will be pre-approved by Client in advance of such travel and related expenses being incurred. The parties will enter into a separate Professional Services order in respect of any such upgrade project which will stipulate the scope of work to be provided and the applicable Professional Services fee rates.

1.2 **Help Desk Consultation and Support**

FIS will provide reasonable help desk consultation and support regarding the use and operation of the Solution. Such consultation and support will be provided by the following functions, depending on the nature of the query being raised by Client, with the relevant Support Times for each function as set out in Appendix 2. All queries will be raised with FIS via (i) the FIS Client Support Portal (the "**Portal**"), which will be configured and provided to Client as part of the on-boarding implementation process (the preferred method) or (ii) telephone or email (with the contact telephone numbers and email addresses provided on FIS' Client Support Site). FIS will provide Client with a password to access the Portal and all support requests will be either logged into the Portal by Client or (where a support request is logged by Client via telephone or email) FIS, and the details of each request will be available for access by Client via the Portal. Further, all such queries will be raised by and any other communications with the following functions will be made by the Authorized Support Personnel (as defined in Section 2.1.1 below) only.

1.2.1 **Client Support Centre (Application Support)**

FIS will provide Client with functional and technical support, which will cover telephone or email support to assist the Authorized Support Personnel with reasonable support requests in relation to the Solution and Incidents during the relevant Support Times stated in Appendix 2, as further described in Section 1.3 below.

1.2.2 **Environment Technical Support (Installed Solutions only)**

FIS will not provide technical support for Client's Installed Solution environment, unless, upon Client request, the parties have entered into a separate Professional Services order for technical support in relation to Client's Installed Solution environment.

1.2.3 Data Centre Support (SaaS Solutions only)

Data centre operations support in relation to the Solution environment and infrastructure is provided during the relevant Support Times stated in Appendix 2.

1.3 Incident Support

1.3.1 An "**Incident**" means an Error in the Supported Release (inclusive of functional and technical failures) causing an unplanned interruption to a Client's service and/or a disruption in Client's operations, services or functions in relation to the Solution, classified as described in Appendix 1.

1.3.2 In relation to Installed Solutions, the provision of the Incident support services in this Section 1.3 relies on Client providing FIS remote access to the Solution. If such remote access is not given, FIS cannot guarantee that it can provide the Incident support services described in this Section 1.3. In relation to SaaS Solutions, the provision of the Incident support services in this Section 1.3 relies on the Client providing authorization for FIS, through its Client Support Centre (CSC) staff, to access the Solution's user interface to assist in Incident verification and resolution.

1.3.3 FIS will provide to Client, during the Support Times, reasonable efforts in solving Incidents reported by Client as described in this document. Client will first attempt to internally resolve the Incident before contacting FIS. Client will provide to FIS reasonably detailed documentation and explanation, together with underlying data, to substantiate any Incident reported and to assist FIS in its efforts to diagnose, reproduce and correct the Incident.

Upon such report of an Incident by Client, FIS will promptly assign a tracking number and log the Incident in a central database and FIS, through its Client Support Centre (CSC) staff, will be responsible for the following activities and duties in relation to the Incident reported to it by Client:

- After researching the Incident with Client, categorize the Incident in accordance with the severity levels set out in Appendix 1 and taking into account Client reported impacts to Client's business that might not be apparent to FIS. Client acknowledges that any delay in the categorization of the Incident due to any dispute as to appropriate categorization may impact or delay the performance by FIS of its obligations hereunder and FIS will not be responsible for any such delays or impact.
- Prioritize the Incident.
- Determine the cause of the Incident.
- Carry out procedures to work-around or remedy the Incident.
- Involve the appropriate groups in FIS or Client for Incident resolution.
- Document the recovery method and results.

- Monitor and coordinate efforts to resolve the Incident.
- Notify appropriate Client personnel when the Incident has been resolved.
- Ensure proper escalation procedure and notification takes place if needed.

FIS will use reasonable efforts to respond to Client's initial Incident reports and begin research of the Incident within the applicable Target Response Time, as set out in Appendix 1.

In relation to Installed Solutions, Incident support services will be provided by FIS at Client location(s) if and when FIS and Client agree that on-site services are necessary to diagnose and/or resolve the Incident, and Client will reimburse FIS for any applicable expenses.

- 1.3.4 If a reported Incident did not in fact exist or was not attributable to a failure of the Solution to conform to the Documentation or an act or omission of FIS, then FIS reserves the right to charge Client for FIS' investigation and related services at FIS' then prevailing Professional Services fee rates, together with any applicable expenses.

1.4 **Client Questionnaires (Due Diligence)**

FIS will make available resources necessary to answer questions as they relate to due diligence questionnaires submitted by Client. Questionnaires will be submitted to FIS for completion no more than once annually and will incur an additional fee based on the time spent by FIS answering the questionnaire, at FIS' then prevailing Professional Services fee rates.

1.5 **Support Limitations**

The support services described in this document are subject to the limitation sets out in the Agreement and, in addition, expressly exclude:

- 1.5.1 Support services in relation to a Release that is not a Supported Release, except as expressly set out herein.
- 1.5.2 Training on the use of the Solution; any such training would need to be provided under a separate Professional Services order signed by the parties.
- 1.5.3 Services required to solve any Incidents caused by the failure of equipment or software at Client site other than
 FIS supplied equipment and/or the Solution.
- 1.5.4 Other FIS services not expressly included in this document such as services required to obtain prices for securities not priced by a pricing vendor(s).
- 1.5.5 Data reconciliation not attributable to a Solution Incident.

Client acknowledges and agrees that any delay in using any new Release, enhancement, change or fix to the Solution may impact or delay the performance by FIS of its obligations hereunder and FIS will not be responsible for any such delays or impact (unless such new Release, enhancement, change or fix contains an Error).

In addition, FIS will be under no obligation to provide the support services if Client's environment on which the Solution is installed or from which it accesses the Solution does not meet FIS' recommended Systems Requirements or Specified Configuration for that Release of the Solution.

2 Support Process

2.1 Client Authorized Support Personnel and Nominated Support Locations

- 2.1.1 In order to ensure clear lines of communication, Client will nominate certain individuals to interact with FIS in reporting and resolving support issues. Client will name two (2) Client individuals (and two (2) backups to stand in for such two (2) individuals when needed) who will be authorized to report Incidents on behalf of Client ("**Authorized Support Personnel**"). In addition, Client will nominate one (1) Client individual (and one (1) backup) to whom FIS can escalate any support issues within Client ("**Primary Contacts**"). Client may, at its option, name any individual to be both an Authorized Support Personnel and a Primary Contact.
- 2.1.2 Authorized Support Personnel will need to be trained and knowledgeable in the Solution and are responsible for the initial triage of all reported Incidents within Client's internal operation. Authorized Support Personnel may report an Incident to FIS via (i) the FIS Portal (the preferred method) or (ii) telephone or email. Before reporting an Incident, Client will use reasonable endeavors to resolve the Incident, including any issues with Client's environment.
- 2.1.3 FIS will nominate, for each Solution, a FIS support location available for the particular Solution will be the primary FIS support location for Authorized Support Personnel to contact in the event of an Incident ("**Nominated Support Location**"). The Nominated Support Location will be set out in the Agreement.
- 2.1.4 Client and FIS may mutually agree to add Authorized Support Personnel or Nominated Support Locations, or to extend Support Times, at mutually agreed fees.
- 2.1.5 Upon written request, Authorized Support Personnel (on behalf of Client) may authorize FIS to commence limited, ad-hoc billable (at FIS' then prevailing Professional Services fee rates, together with any applicable expenses) support assignments required to facilitate Client's normal business operations. These assignments may include limited scope projects (generally under twenty (20) hours of effort) and/or time-sensitive tasks which have an accelerated delivery requirement.

2.2 **Technical Operations**

Client is responsible for providing technical and application services to support the systems that run on Client's environment in support of Client's use of the Solution. Such responsibilities include:

- 2.2.1 Coordination with FIS of enhancements/changes and production fixes to Client's application systems which interface directly with the Solution to assure proper testing is accomplished.
- 2.2.2 Monitoring transmission of data between Client and FIS.
- 2.2.3 Management and maintenance of Client's operating systems, database platforms and other internal systems supporting the Solution.

2.3 **Client Internal System Modifications**

- 2.3.1 Enhancements, changes or fixes to Client's internal systems that run on Client's environment or FIS' SaaS Solution environment and provide data to interface with the Solution in support of Client's use of the Solution will be thoroughly tested by Client in conjunction with FIS before the enhancements, changes or fixes are installed into Client's and/or FIS' SaaS Solution production environment. For all Client's internal system enhancements, changes or fixes that affect the operation of the Solution, advanced planning will occur between FIS and Client prior to installation and will include a definition of the enhancement, change or fix, agreement on the work to be done, preparation of specifications, determination of timing and any FIS costs.
- 2.3.2 Client will promptly notify FIS when an issue is found in internal Client systems which could or would impact the operation of the Solution.

2.4 **Prudent Solution Use**

Client will be responsible for prudent operation of the Solution in accordance with the Agreement and Documentation. After implementation, Client is responsible for the training and organization of its staff and provision of documentation such that the Solution is used in an efficient manner including whenever there are changes to end-user procedures or staff. Additional Solution training may be provided to Client by FIS at FIS' then prevailing Professional Services fee rates, together with any applicable expenses. Any travel by FIS personnel to a different location than their normal place of work will be pre- approved by Client in advance of such travel and related expenses being incurred.

2.5 **Business Forecasting**

A business forecasts will be provided by Client to FIS six (6) months prior to any substantial change in the use of the Solution to enable FIS to adequately plan for additional resources with sufficient lead time.

2.6

User Security

- 2.6.1 Access to the Solution will require the entry of an ID and password for each individual end user. Each ID/password will allow the correct level(s) of access security to the Solution as determined by Client.
- 2.6.2 **(Installed Solutions only)** For Installed Solutions, Client will be responsible for administering ID and password permissions for end-users of the Solution.
- 2.6.3 **(SaaS Solutions only)** For SaaS Solutions, Client will be responsible for determining the end-users of the Solution who require IDs and the access permissions for such end-users, notifying FIS when access rights need to be terminated and monitoring all violation/permission reports. Where applicable, during the relevant Support Times stated in Appendix 2, FIS will execute the following functions based on the direction of Client:
- Initialization of IDs, for up to a reasonable number of new ID's (typically twenty-five (25)) per year (additional fees will apply for any additional IDs required)
 - Resetting of passwords.
 - Cancellation of IDs.
 - Account password maintenance.
 - Processing additional IDs for Client's inventory in a timely manner.

APPENDIX 1 – SOLUTION SEVERITY LEVELS

Production Database Incident Severity Level and Description	SaaS Solutions Only		Installed Solutions only	
	Target Response Time during Support Times	Response and Escalation	Target Response Time during Support Times	Response and Escalation
<p>Severity 1: Critical. An Incident which results in one or more of the following:</p> <ul style="list-style-type: none"> Material negative impact to time-sensitive critical Client service level or key output from the Solution is imminent, within the next 12 hours or has already occurred. Solution is completely down for all users – not operational or accessible Causes the Solution to fail so as to make use of the Solution seriously impractical, and significantly interrupts production use by Client. Data corruption is occurring through the use of the Solution. 	1 hour (or such time as set out in the Agreement)	The Incident will be promptly assigned to the FIS personnel. The team will promptly start work on resolving the Incident. Members of the team will be Primarily dedicated during Support Times (or at such other times as stated in the Agreement) to resolving the Incident until a reasonable work-around or correction is implemented. An FIS representative will keep Client regularly informed of the Incident status and be available during Support Times (or at such other times as stated in the Agreement) until a work-around or correction has been implemented. Client may escalate to the key personnel management contacts set out in the Agreement, which are subject to change by FIS at any time.	4 hours (or such time as set out in the Agreement)	FIS will commit necessary Resources during Support Times (or at such other times as stated in the Agreement) until the Incident is resolved, provided always that the Incident has been reported during Support Times and no reasonable workaround exists. An FIS representative will keep Client regularly informed of the Incident status and be available during Support Times (or at such other times as stated in the Agreement) until a work-around or correction has been provided. Client may escalate to the key personnel management contacts set out in the Agreement, which are subject to change by FIS at any time.
<p>Severity 2: Major. An Incident which results in one or more of the following:</p> <ul style="list-style-type: none"> Impact to time-sensitive critical Client service level or output from the Solution is imminent, within the next 24 hours. Key users are Experiencing a severe degradation of service. A portion of the Solution is inoperable or compromised putting key outputs from the Solution at risk. 	2 hours (or such time as set out in the Agreement)	FIS personnel will promptly begin work on the incident. Items that cannot be solved by a first line support consultant Will be escalated to senior support staff. Support staff will continue to work on the Incident, during Support Times, until a workaround or correction has been implemented. Such correction may be implemented through a new Release made available to Client.	6 hours (or such time as set out in the Agreement)	FIS will commit resources during Support Times to provide a correction to restore the Solution to normal levels, provided always that the Incident has been reported during Support Times and no reasonable workaround exists. Correction of the Incident may be made through a new Release made available to Client.
<p>Severity 3: Moderate. An Incident which results in one or more of the following:</p> <ul style="list-style-type: none"> Impact to Client is yet to be determined, but no known service levels or Client outputs from the Solution are in danger of being missed within the next 72 hours. Solution is highly 	2 business days (or such time as set out in the Agreement)	FIS personnel will address the Incident as promptly as possible during Support Times. Correction of the Incident may be made through a new Release implemented for Client.	2 business days (or such time as set out in the Agreement)	FIS personnel will address the Incident as promptly as possible during Support Times. Correction of the Incident may be made through a new Release made available to Client.

<p>operational, although anomalies have been noted.</p> <ul style="list-style-type: none"> • A portion of the application is inoperable or compromised, however key deliverables are not at risk. 				
<p>Severity 4: Nominal. An Incident which results in one or more of the following:</p> <ul style="list-style-type: none"> • Low to no risk of Client missing service levels or any major output from the Solution. • Solution users may have a single Client Incident or one for which there is a work around. <p>Client requests for information or general use of the Solution (but, for the avoidance of any doubt, not training on the use of the Solution)</p>	<p>5 business days (or such time as set out in the Agreement)</p>	<p>FIS personnel will address the Incident as promptly as possible during Support Times. Correction of the Incident may be made through a new Release implemented for Client.</p>	<p>5 business days (or such time as set out in the Agreement)</p>	<p>FIS personnel will address the Incident as promptly as possible during Support Times. Correction of the Incident may be made through a new Release made available to Client.</p>

APPENDIX 2 – SUPPORT TIMES

Function - Resource Type	Support Times (excluding public holidays at the relevant support location)	Sev 1 Incidents only - On-call Support outside of Support Times
Client Support Centre (CSC) (ID Maintenance)	<p>SaaS Solutions: As set out in the Agreement, or if the Agreement is silent, as set out below for CSC (Application level) support</p> <p>Installed Solutions: As set out below for CSC (Application level) support</p>	N/A
Client Support Centre (CSC) (Application Level)	<p>Standard*: As set out in the Agreement, or if the Agreement is silent, the following: Monday – Friday, during the following times based on Client’s Nominated Support Location, as available for the Solution: If India (local time Pune): 5:30am - 6:00pm If UK (local time London): 9:00am – 6:00pm If US (local time New York): 7:00am – 7:00pm If other location, as available for the Solution: as set out in the Agreement</p> <p>Custom**: Saturday: India (local time Pune): 9:00am – 6:00pm</p> <p>Custom**: Sunday: Saudi Arabia (local time Riyadh): 9:00am - 6:00pm</p> <p>*Support applicable to one (1) Nominated Support Location as referenced in Section 2.1.3. Additional support locations and/or Support Time coverage requires the payment of an additional support fee</p> <p>** Requires payment of an additional support fee</p>	<p>SaaS Solutions: As set out in the Agreement</p> <p>Installed Solutions: 24x7***</p> <p>*** Subject to resource availability and the parties entering into a separate Professional Services order and Client paying the required additional fee</p>
Data Centre Support (SaaS Solutions only)	24x7	24x7

APPENDIX 3 - SOLUTION SERVICE LEVELS
(SaaS Solutions only)

The provisions of this Appendix 3 apply to SaaS Solutions only.

1 **Solution Access**

1.1 **Scheduled Uptime**

FIS will use reasonable efforts to make the Solution available to Client and its authorized users in accordance with the scheduled hours and days of availability set out in the Agreement, subject to Scheduled Events as defined in Section.

1.2.1 below (the “**Scheduled Uptime**”). Scheduled Uptime will apply to the production Solution only.

1.2 **Scheduled Events**

- 1.2.1 FIS will maintain an “**Event Calendar**”, which will show all known projects and activities that may impact availability or access to the Solution components including but not limited to FIS holidays and scheduled downtime (all such projects and activities “**Scheduled Events**”). FIS and Client will confirm the actual market and FIS holiday schedule by applicable region/country for the year at the beginning of each new year. The Event Calendar will be globally available for review by Client via a secure internet connection or equivalent electronic communication at the beginning of each year.
- 1.2.2 The following types of information will be tracked in the Event Calendar or provided via electronic communication:
- FIS / market / public holidays.
 - Scheduled downtime (if different to the default position, as set out in this Section 1) – FIS schedules weekly data centre downtime periods during which FIS will shut down the access to the Solution for the purpose of data centre and Solution/system upgrades and maintenance. By default (and unless stated contrary in the Event Calendar or via electronic communication), scheduled downtime will occur each week between Saturday 12 noon to Sunday 12 noon in the local time zone of the data centre and, as and when FIS needs to install new Releases of the Solution, from 20.00 on Fridays to 12:00 Saturdays in the local time zone of the data centre.
 - Application maintenance, environmental maintenance, network modifications, and disaster recovery exercises.

1.3 **Emergency Maintenance**

There may be events that from time to time that will make the Solution inaccessible for a limited amount of time due to unforeseen software, hardware, network, power and/or Internet outages (known as unscheduled downtime or emergency maintenance). FIS will use reasonable efforts to minimize any such disruption, inaccessibility and/or inoperability of the Solution in connection with such unscheduled downtime / emergency maintenance. These changes are not subject to Client approval.

2 Solution Availability

The service level target in relation to Solution availability in each calendar month will be 99.5% of the Scheduled Uptime hours (“**Solution Availability Target**”).

The points of measurement for the Solution monitoring to determine actual Solution availability will be the servers and the network connections at the FIS data centre, using FIS’ monitoring tools.

For each Solution component, the monthly availability of the Solution will be calculated as follows:

[Total number of hours the Solution is actually available in the production environment for all days the Solution is scheduled to be available in the given month, as referenced in Section 1.1 (such days referred to herein as the “Scheduled Days”)] / [Scheduled Uptime hours (less any hours for Scheduled Events) for all Scheduled Days in the given month] * 100

Note: If additional Scheduled Events and/or Scheduled Uptime within a month is requested/required, the above calculation will be adjusted accordingly to reflect the change.

In the event that FIS fails to meet the above service level target (each failure referred to as a “**Uptime Service Level Failure**”) the following remedies will apply:

2.1 A service credit calculated as follows:

Actual Solution availability in the relevant calendar month	Uptime Service Level Failure Service Credits - percentage reduction in the monthly Solution or (where the Solution is hosted by FIS for Client pursuant to Hosting Services) hosting fee, as applicable, payable by Client in the immediately subsequent calendar month
Less than 99.5% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95.0%	20%

The applicable service credits specified above and the termination right set forth below will be Client’s sole and exclusive remedies for FIS’ failure to meet the Solution Availability Target. Any service credit will be applied to the next following invoice due to Client.

2.1.1. Partial Outage

FIS can't proactively track and report on the availability of one module for one client nor we can we accept a custom additional SLA credit for one module being out, for one single client. What we can do is expand the definition of outage, to include the unavailability of one particular module, such as cash management. Should the cash management module be down, we will consider the whole system as being down and the existing SLA credit schedule will apply and not a \$500 per day charge.

2.1.2. Delayed Bank Transmission

FIS doesn't allow custom SLAs being a SaaS business, but one other being in many cases a bank transmission delay could be the fault of the bank. Also, if there was some issue at the client where a misconfiguration or mistake was made on client side and for example 20 transmissions were missed, we'd also not be at fault. There are numerous other examples like this, where we would not pay a credit in these cases. We could expand outage definition to indicate mass failure of bank connectivity though. So an outage could be categorized as either a module like cash management being down, or a mass bank connectivity failure.

- 2.2 If there are five (5) or more consecutive monthly Uptime Service Level Failures then, in addition to the service credits described above, Client will have the right to terminate the affected Solution component and the Solution fees set out in the Agreement will be adjusted to reflect that termination and agreed by the parties in writing.

3 Post Incident Analysis

For each Incident impacting the Solution, where the final Incident classification is a Severity 1 (Critical), FIS will use reasonable efforts to provide an initial Root Cause Analysis ("RCA") report to Client within four (4) business days following the date the Incident is resolved, and will provide an updated RCA report as applicable, when additional information becomes available.

The RCA report content will consist of the following sections or equivalent information:

- Incident Description
- Client Processing Details
- Incident Technical and/or Functional Details
- Root Cause Identification
- Corrective Actions

4 Limitations

The service levels provided in this Appendix are target metrics only and FIS will employ reasonable efforts to meet such targets and any failure to meet such target will

not be deemed a breach of the Agreement. The remedies set out in this Appendix will be considered Client's sole remedies for any service level failure under this Appendix.

Any service level failures to the extent due to a Limiting Event will be excluded from the calculation of the service level targets set forth herein.

"Limiting Event" means any one or more of the following events:

- (a) any force majeure event;
- (b) any unauthorized use or modification of the Solution or Documentation by Client;
- (c) violation by Client, its affiliates or any third party (other than FIS subcontractors or agent(s)) of any provision of the Agreement (including any failure to comply with its obligations hereunder in a timely manner);
- (d) any defect, error or problem caused by Client, its affiliates or any third party (other than FIS subcontractors or agents);
- (e) any combination of the Solution with other software (other than software included in the Specified Configuration or software otherwise approved by FIS in writing), to the extent any such combination is the cause of the problem or contributes to the problem directly or indirectly;
- (f) any use of any version of the Solution other than a Supported Release;
- (g) any inaccuracies, errors or omissions or other issues with any data introduced into the Solution by Client, its affiliates or any person accessing the Solution through Client or its affiliates; or
- (h) any unreasonable delay by Client which prevents FIS from carrying out maintenance due to urgent patches or fixes or other urgent maintenance recommended by FIS to be carried out without delay.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Attachment to the Contract “Information Security, and Privacy Requirements Exhibit,” (“**Attachment 4.3**”) sets forth information security procedures to be established by Contractor by the Effective Date of the Contract and maintained throughout the entire Contract term.

This “Attachment 4.3” is incorporated by reference into and forms a part of the Contract. It is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and data, including any of the foregoing that store, transmit, handle or interact in any way with County Data against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address any ongoing Threats and Risks. All capitalized terms used herein without definition have the meanings given to such terms in the Contract.

1. DEFINITIONS

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

- a. **Availability:** the condition of the Solution being accessible and usable upon demand by an authorized entity (Workforce Member or process) subject to the Availability Target(s) specified in the Contract.
- b. **Confidentiality:** the condition that County Data is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the County Data.
- c. **County Data:** All of the County confidential information, data, records, and information of the County stored in, or processed by, the Solution. County Data will include such data that is “personal information” under applicable law (“**Personal Information**”).
- d. **County Information:** all Data and Information belonging to the County.
- e. **Data:** a subset of Information comprised of qualitative or quantitative values.
- f. **Incident:** a successful instance of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information, or interference with Information Technology operations.
- g. **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.
- h. **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.

- i. **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.
- j. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used by Contractor in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of County Data.
- k. **Integrity:** the condition whereby County Data has not been improperly modified or destroyed and authenticity of the County Data can be ensured.
- l. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- m. **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.
- n. **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.
- o. **Risk:** a measure of the extent to which the County Data 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.
- p. **Threat:** any circumstance or event with the potential to adversely impact County Data via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- q. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- r. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor will establish and maintain a company-wide Information Security Program designed to prevent the compromise or unauthorized disclosure of, or access to, County's Confidential Information, County Data, including Personal Data.

Contractor's Information Security Program will 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 will 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 designed to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program will be designed to:

- 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 will establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Personal Information. The Contractor's Privacy Program will 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 will 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 will perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor will 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 Personal Information.

The Contractor's Privacy Program will include:

- A Privacy Program framework that identifies and is designed to ensure 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 designed to guard against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Personal Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information will not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the Solution 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 Data held, stored, or maintained in the Solution during the term of the Contract.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

The following **will** supplement Section 7.7 (Confidentiality) of the Contract.

- a. **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, in addition to whatever remedies are available within law or equity.
- b. **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."
- c. **Compelled Disclosures of County Information.** To the extent required by law or by lawful order of a court or governmental authority having competent jurisdiction over the Contractor, the Contractor may disclose County Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order or requirement and prior to disclosing County Information pursuant thereto, the Contractor will, to the extent permitted by law, so notify the County in writing and, if possible and permitted by law, the Contractor will provide the County notice of not less than five (5) days prior to the required disclosure. The Contractor will use reasonable efforts not to release County Information pending the outcome of any measures taken by the County to contest, otherwise oppose, or seek to limit such disclosure by the Contractor and any subsequent disclosure or use of County Information that may result from such disclosure. The Contractor will cooperate with and provide assistance to the County regarding such measures.
- d. **Individual Requests.** The Contractor will 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 will have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County without undue delay. If an individual makes a request directly to the Contractor involving County Information, the Contractor will notify the County without undue delay 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 will notify the County as described in Section 13 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

- e. **Retention of County Information.** The Contractor will not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract; provided, however, Contractor may retain: (a) copies of County Information that: (i) have been automatically saved electronically as part of a computer archival, disaster recovery or similar back-up system, or (ii) constitute memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques; and (b) County Information as required to comply with applicable legal or regulatory obligations. All such retained County Information will continue to be subject to the confidentiality and use obligations hereunder.

7. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may use Subcontractors or affiliates of Contractor to perform certain obligations and/or services under the Contract and County agrees to and approves such use; provided that, the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and Affiliate, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

8. STORAGE, TRANSMISSION AND DESTRUCTION OF PERSONAL INFORMATION

Contractor will encrypt all electronic Personal Information (stored and during transmission). Except in the context of Contractor's routine backups or as otherwise specifically authorized by the County in writing, Contractor will institute strict physical and logical security controls to prevent transfer of Personal Information to any form of Removable Media. For purposes of this Attachment 4.3, "Removable Media" means 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 Data in accordance with Federal Information Processing Standard (FIPS) 140-2 or other similar, then-current prevailing industry standard.

The Contractor will encrypt County Data 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.

County acknowledges that County Information may be stored in the cloud. All mobile devices storing County Information will be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

9. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor will (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Data; or (ii) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the County Data and will provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County or destroyed, as requested by the County.
- b. **Method of Destruction.** The Contractor will destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead detailing the destruction method used and the County Information involved, and the date of destruction. Such statement will be sent to the designated County contract manager within thirty days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy, at the County's option.

All Contractor's Information marked as confidential. If the County chooses to destroy such information, County will provide an attestation on County letterhead detailing the destruction method used, the Contractor Information involved and the date of destruction.

10. PHYSICAL AND ENVIRONMENTAL SECURITY

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

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor will: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 13 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes back-ups to removable media (as described in Section 8 STORAGE, TRANSMISSION AND DESTRUCTION OF PERSONAL INFORMATION), all such back-ups will be encrypted in compliance with the encryption requirements noted above in Section 8 STORAGE, TRANSMISSION AND DESTRUCTION OF PERSONAL INFORMATION.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 STORAGE, TRANSMISSION AND DESTRUCTION OF PERSONAL INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Contract Administrator/Project Director or Contract Manager/Project Manager in writing; and (ii) if transferred using Removable Media (as described in Section 8 STORAGE, TRANSMISSION AND DESTRUCTION OF PERSONAL INFORMATION), must be sent via a bonded courier and protected using encryption technology designated by the Contractor.

The Contractor will 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 will 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 will record, review and act upon all events in accordance with Incident response policies set forth in Section 13 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or Removable Media (as described in Section 8 STORAGE, TRANSMISSION AND DESTRUCTION OF PERSONAL INFORMATION) must be disposed of or sent off-site for servicing, the Contractor will ensure all Personal Information has been eradicated from such hardware and/or media using prevailing industry practices as discussed in Section 8 STORAGE, TRANSMISSION AND DESTRUCTION OF PERSONAL INFORMATION.

13. SECURITY AND PRIVACY INCIDENTS

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

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within 24 hours of confirmation of the Incident. All notifications will be submitted via encrypted email and telephone to the individuals listed on Exhibit D, County's Administration.
- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor will 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. Reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.

14. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor will 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, or (ii) a nationally recognized, external, independent auditor.

The Contractor will 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 will provide a copy(ies) of its annual ISO 27001:2022 certification and/or its Application Penetration Test Client Summary at the County's request.

EXHIBIT A2

STATEMENT OF WORK EXHIBITS TREASURY MANAGEMENT SYSTEM

EXHIBIT A2
STATEMENT OF WORK EXHIBITS
TABLE OF CONTENTS

EXHIBITS

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

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

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY or PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

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

CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 5.5 Invoices and Payments	Inclusion of supporting documentation with invoices	None	Review of documents	\$100 per incident of non-compliance
Paragraph 7 Administration of Contract - Contractor	Contractor shall notify the Department of Treasurer and Tax Collector (TTC) in writing of any change in name or address of the Project Manager or Project Administrator	None	Inspection and Observation	\$50 per occurrence
Subparagraph 7.4.2 Administration of Contract - Contractor	Contractor shall use commercially reasonable efforts to promptly replace unacceptably performing Contractor personnel	None	On-site inspection and observation, reasonable user complaint	\$100 per employee per occurrence of non-replacement/removal
Subparagraph 7.6 Background and Security Investigations	Employee Background Checks for Contractor personnel	None	Receipt of background check confirmation prior to project start, and spot checks of assigned personnel	\$1,000 per incident of non-compliance
Subparagraph 7.7.4 Background and Security Investigations	Ensure only Contractor personnel who have cleared background checks have access to TTC data	None	Observation, complaints, spot checks of assigned personnel	\$1,000 per incident of non-compliance
Subparagraphs 8.24.5 and 8.25 Insurance	Maintain required insurance policies	None	Receipt and review of insurance information	\$1,000 per day per policy for non-renewal of policy after expiration; \$1,000 per day per policy for failure to maintain coverage; Contract may also be terminated at the TTC's option

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

CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 8.38 Record Retention and Inspection-Audit Settlement	Contractor to maintain all required documents as specified in this Subparagraph	None	Inspection of files as permitted in Subparagraph 8.38.1	\$50 per occurrence; upon notification of incomplete/missing records, and/or failure to provide Financial Statements. \$500 per occurrence if not received within 48 hours
Subparagraph 8.40 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work	None	Inspection and Observation	\$500 per occurrence for failure to obtain County's written approval or possible termination for breach of contract

EXHIBIT B - PRICING SCHEDULE
TREASURY MANAGEMENT SYSTEM

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

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

Pricing should assume a \$40B Treasury Pool and 20 named users with 8 concurrent active sessions.

SECTION 1: License/Hosting Costs: Please add lines, as needed, to capture all costs associated with license/hosting for the term of the contract, including optional renewal periods.	Price	*Sales Tax	Comments Please include description of how cost is calculated (number of users, portfolio size, etc.).
Year 1 - TBD	\$106,680	X	
Year 2 - TBD	\$109,880	X	
Year 3 - TBD	\$113,176	X	
Year 4 - TBD	\$116,571	X	
Year 5 - TBD	\$120,068	X	
Option Year 1 - TBD	\$123,670	X	
Option Year 2 - TBD	\$127,380	X	
Optional 6-month extension - TBD	\$65,601	X	

Total License/Hosting Costs **\$883,026.00**

SECTION 2: Initial Start-up/Professional Services Costs: Please add lines, as needed, to capture all costs associated with initial start-up.	(1)	Price	*Sales Tax	Comments Please include description of how cost is calculated.
System Installation		\$7,000	X	
System Configuration/Customization		\$3,500	X	
Data Conversion/Migration		\$57,375	X	
Testing		\$15,750	X	
Training Services		\$11,250	X	
Travel and Other Costs		N/A		
Professional Services		\$23,625	X	
Data Integration/Interfaces		N/A		

Total Initial Start-up/Professional Services Costs **\$ 118,500.00**

EXHIBIT B - PRICING SCHEDULE
TREASURY MANAGEMENT SYSTEM

SECTION 3: Software Maintenance & Support Costs (Including Software Upgrades) <i>Please see Exhibit A, SOW, Attachment 6, Maintenance and Support Services, for baseline support expectations.</i> Please add lines, as needed, to capture all costs associated with software maintenance and support for the term of the contract, including optional renewal periods.	(2) (3)	Price	*Sales Tax	Comments Please include description of how cost is calculated.
Year 1 - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.
Year 2 - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.
Year 3 - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.
Year 4 - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.
Year 5 - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.
Option Year 1 - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.
Option Year 2 - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.
Optional 6-month extension - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.

Total Software Maintenance and Support Costs \$0 -

TOTAL FIXED FEES AND MAINTENANCE
Project Fixed Fee plus Maintenance/Support for term of the contract, including optional renewal periods: **\$0 -**

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

Additional Professional Services Costs

SECTION 4: Additional Professional Services Costs: Please add lines, as needed, to capture all costs associated with additional professional services for the term of the contract, including optional renewal periods.	Price	*Sales Tax	Comments Please include description of how cost is calculated (frequency, rate, etc.).
Additional Training Services (per hour)	\$281.25 / Hour	X	Daily professional services rate / 8 hours
Additional Programming Modifications (per hour)	\$250/ Hour	X	Daily professional services rate / 8 hours
Travel Costs	N/A		All work performed remotely.
Third-party Market Pricing Services (per year)	N/A		
Third-party Credit Rating Services (per year)	N/A		
Other Costs	N/A		

*** NOTE: Please provide an 'X' in the Sales Tax column to indicate if sales tax is applicable**

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Michael Grazer
Title: Assistant Treasurer and Tax Collector
Address: 500 West Temple Street, Room 434
Los Angeles, CA 90012
Telephone: (213) 974-7363
Email Address: mgrazer@ttc.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Benjamin M. Effinger
Title: Operations Chief
Address: 500 West Temple Street, Room 434
Los Angeles, CA 90012
Telephone: (213) 974-7350
Email Address: beffinger@ttc.lacounty.gov

COUNTY'S ADMINISTRATION**CHIEF INFORMATION SECURITY OFFICER:**

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

CHIEF PRIVACY OFFICER:

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

COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO):

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

COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO):

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

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** FIS Capital Markets US LLC**CONTRACT NO.** _____**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Meher Ehtisham
Title: Head of Integrity NA Consulting Services
Address: 4610 S Ulster Street, #500
Denver, CO 80237
Telephone: (303) 399-0919
Facsimile: N/A
Email Address: meher.ehtisham@fisglobal.com

CONTRACTOR'S PROJECT MANAGER:

Name: Susan Opferman
Title: Project Manager II
Address: 4610 S Ulster Street, #500
Denver, CO 80237
Telephone: (720) 850-7010
Facsimile: N/A
Email Address: susan.opferman@fisglobal.com

CONTRACTOR'S ALTERNATE PROJECT MANAGER:

Name: Jim Federici
Title: Project Manager I
Address: 347 Riverside Ave
Jacksonville, FL 32202
Telephone: Telephone:
Facsimile: N/A
Email Address: james.federici@fisglobal.com

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Joel Bratter
Title: Director of Finance
Address: 347 Riverside Ave
Jacksonville, FL 32202
Telephone: (973) 714-9420
Facsimile: N/A
Email Address: joel.bratter@fisglobal.com

Notices to Contractor shall be sent to the following:

Name: Tammi Mathews
Title: Managing Director, Government Accounts
Address: 347 Riverside Ave
Jacksonville, FL 32202
Telephone: (480) 262-1557
Facsimile: N/A
Email Address: tammi.mathews@fisglobal.com

Name: Joel Bratter
Title: Director of Finance
Address: 347 Riverside Ave
Jacksonville, FL 32202
Telephone: (973) 714-9420
Facsimile: N/A
Email Address: joel.bratter@fisglobal.com

INTENTIONALLY OMITTED

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and Declarations

2.206.020 Definitions

2.206.030 Applicability

2.206.040 Required Solicitation and Contract Language

2.206.050 Administration and Compliance Certification

2.206.060 Exclusions/Exemptions

2.206.070 Enforcement and Remedies

2.206.080 Severability

2.206.010 Findings and Declarations

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

2.206.020 Definitions

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability

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

2.206.040 Required Solicitation and Contract Language

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

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

2.206.050 Administration and Compliance Certification

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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.060 Exclusions/Exemptions

- A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and Remedies

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to [Section 2.206.060.A.14](#) of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	08/14/2024	
BOARD MEETING DATE	09/10/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Treasurer and Tax Collector	
SUBJECT	Recommendation to award a contract for Online Auctions of Tax Defaulted Property Services to GovEase Auction, LLC. (GovEase)	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXECUTIVE OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Current contract expires on 09/18/2024.	
COST AND FUNDING	Total cost: \$0	Funding source: This is a no-cost contract. GovEase will assess its own fees to each winning bidder of the online auction of tax-defaulted properties.
	TERMS (if applicable): Three years plus three additional one-year and six month-to-month optional periods.	
	Explanation: N/A	
PURPOSE OF REQUEST	Request for approval to award and execute contract for Online Auctions of Tax Defaulted Property Services to GovEase.	
BACKGROUND (include internal/external issues that may exist including any related motions)	State law requires the Tax Collector to offer at auction tax-defaulted properties Subject to the Tax Collector's Power to Sell (STPTS) within four years of the property becoming STPTS, and if unsold, every six-years thereafter. With the large number of tax-defaulted properties, an online auction has the potential to generate large number of bidders and avoid costs for rental, security, and other in-person auction related expenses, thus ensuring compliance with State law.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	<ul style="list-style-type: none"> • Elizabeth Buenrostro Ginsberg, Treasurer and Tax Collector, (213) 974--2101, eginsberg@ttc.lacounty.gov • Deondria Barajas, Assistant Treasurer and Tax Collector, (213) 718-1296, dbarajas@ttc.lacounty.gov 	



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437
Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

ELIZABETH BUENROSTRO GINSBERG
TREASURER AND TAX COLLECTOR

Board of Supervisors
HILDA L. SOLIS
First District
HOLLY J. MITCHELL
Second District
LINDSEY P. HORVATH
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

September 10, 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:

**TREASURER AND TAX COLLECTOR
RECOMMENDATION TO AWARD A CONTRACT FOR
ONLINE AUCTIONS OF TAX DEFAULTED PROPERTY SERVICES TO
GOVEASE AUCTION, LLC.
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The recommended action is to approve a contract to GovEase Auction, LLC. (GovEase) for the provision of Online Auctions of Tax Defaulted Property Services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board of Supervisors (Board) to sign the attached Contract with GovEase to provide Online Auctions of Tax Defaulted Property Services to the County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) commencing on September 19, 2024, or upon Board approval, whichever is later, for a three-year term at no cost to the County.
2. Delegate authority to the Treasurer and Tax Collector, or their designee, to execute amendments to the Contract to: (i) exercise the optional three one-year renewals and six month-to-month extensions; (ii) add, delete, and/or revise certain terms and conditions as mandated by federal, or state, or local law or regulation, or as required by the Board and/or Chief Executive Office (CEO), which are not part of the Statement of Work (SOW).

3. Delegate authority to the Treasurer and Tax Collector, or their designee, to modify the terms that affect the SOW, but do not materially alter the Contract, as required by the Board or CEO, provided the TTC obtains County Counsel's approval prior to the execution of such amendments and/or change notices.
4. Delegate authority to the Treasurer and Tax Collector, or their designee, to execute applicable Contract amendments in the event an entity acquires the original contracting entity, the original contracting entity merges, or the original contracting entity otherwise undergoes a corporate action which results in ownership change.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The California Revenue and Taxation Code (R&TC) mandates the Tax Collector to collect secured property taxes and auction properties that are Subject to the Tax Collector's Power to Sell (STPTS) due to defaulted property taxes exceeding five years or more for residential or agricultural property and three years or more for non-residential commercial property and vacant land (Tax-Defaulted Property).

To ensure statutory requirements are met and to maximize the number of parcels returned to a tax-paying status, the TTC conducts online auctions. The benefit of an online auction is that it provides easier access for participation, which affords a greater opportunity to expand the pool of bidders. For the period of April 23, 2022, to June 1, 2024, the TTC sold 2,009 properties online (47% of properties offered).

The existing contract expires on September 18, 2024. The incumbent provider of these services is Bid4Assets, Inc.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan North Star 3 – Realize Tomorrow's Government Today, Focus Area F – Flexible and Efficient Infrastructure, Strategy 2 – Modernize Infrastructure.

FISCAL IMPACT/FINANCING

There is no cost to the County. GovEase will collect \$100 per property sold from each winning bidder for each online auction of Tax-Defaulted Properties.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code Section 31000, your Board is authorized to contract for special services. Pursuant to R&TC Division 1, Part 6, Chapter 7, the Tax

Collector is mandated to offer Tax-Defaulted Property for sale within five years after the property becomes STPTS for nonpayment of taxes, and if unsold, to offer the property at intervals of no more than six years thereafter.

The recommended Contract contains your Board's required provisions that are applicable to the Contract, including the requirement for the firms to comply with Government Code Section 84308 relating to campaign contribution prohibitions.

CONTRACTING PROCESS

On December 21, 2023, the TTC released the Request for Proposals (RFP) for the provision of Online Auctions of Tax Defaulted Property Services and posted it on the County's open bids website of registered vendors (Attachment A) under the following Commodity Code, which consisted of approximately 37 registered vendors:

- 962-09 Auctioneering Services

The TTC also posted the RFP on its website and emailed it to six firms on the TTC's mailing list. The TTC's mailing list was comprised of the incumbent firm and five additional firms.

The proposal submission due date was January 26, 2024, 5:00 p.m., Pacific Time. The TTC received three proposals by the proposal submission due date. The TTC performed a preliminary pass/fail Evaluation of the proposals to determine if the proposals complied with the RFP's minimum mandatory qualifications and if they were responsive to the RFP. All three of the proposals were missing information; consequently, the TTC issued Supplemental Data Requests to each Proposer requiring a response. All three proposers provided supplemental data by the due date of March 4, 2024, and met the RFP's minimum mandatory qualifications. An Evaluation Committee comprised of staff from TTC's Tax Collections Branch and Public Administrator Branch utilized the County's Informed Averaging scoring methodology to score the proposals. The proposal submitted by Bid4Assets was initially the highest ranked. Upon GovEase, filing a protest, which was subsequently withdrawn and TTC's further investigation of Bid4Assets proposed cost, it was determined that Bid4Assets cost exceeded their proposal. Based on Bid4Assets new fees, GovEase's proposal was ranked the highest. GovEase has verifiable experience providing Online Auctions of Tax Defaulted Property Services.

GovEase accepted all of the County's terms and conditions in the Contract without taking any exceptions.

The County Counsel has approved the Contract, as to form. In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief

Information Officer reviewed the information technology (IT) components of this request and recommends approval. The Chief Information Office (CIO) concurs with the TTC's recommendation, and no formal CIO Analysis is required because there is no new technology being implemented.

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the attached Contract will allow the TTC to continue conducting online auctions of Tax-Defaulted Property STPTS.

Respectfully submitted,

Reviewed By:

ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector

PETER LOO
Chief Information Officer

EBG:DB:VN:DS:lac

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



Home (/LACoBids/) / Closed & Award Solicitations (/LACoBids/AwardLookUp/AwardBidList?page=1&TextSearch=oadtp&FieldSort=BidTitle&DirectionSort=Asc) / Detail

⊕ Solicitation Information

Solicitation Number:	TTC RFP 2023-04 OATDP		
Title:	Online Auctions of Tax Defaulted Property Services		
Department:	Treasurer and Tax Collector		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	AUCTIONEERING SERVICES		
Description:	<p>The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of Online Auctions of Tax Defaulted Property Services.</p> <p>You may download the RFP from the Internet by accessing the County's website at https://camisvr.co.la.ca.us/lacobids/, selecting "Open Solicitations," and then searching by the solicitation title of Online Auctions of Tax Defaulted Property Services. You may also download the RFP by accessing the TTC's website https://ttc.lacounty.gov/contract-opportunities/. Potential Proposers are responsible for downloading and reviewing the entire RFP.</p> <p>The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Potential Proposers that meet the minimum requirements identified in Paragraph 3 (Proposer's Minimum Mandatory Requirements) are invited to submit a proposal to provide the services described in Exhibit A (Statement of Work) of Appendix A (Sample Contract) of the RFP. Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.</p> <p>Pursuant to Subparagraph 7.5.7 (Exceptions to Terms and Conditions of Sample Contract and/or Requirements of Statement of Work and Attachments), of the RFP, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety and replace the County's Standard Terms and Conditions with the Proposer's. The TTC will consider such a proposal to be non-responsive.</p> <p>The TTC will recommend approval of the contract to the most responsive and responsible Proposer. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a Proposer that lists large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a Proposer that is able to accept the Standard Terms and Conditions as is, without any exception, is more responsive to the RFP than a Proposer that takes a number of exceptions to the Standard Terms and Conditions.</p> <p>During the negotiations process, the TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the Proposer did not list in its proposal. If the Proposer had listed the exception in the proposal, the Proposer's score would likely have been less than originally calculated, thereby having a potential impact to the ranking of all proposals.</p> <p>A virtual Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at 11:00 a.m. Pacific Time (PT) on Thursday, January 11, 2024. Vendors that intend to submit proposals must attend this Conference or will be disqualified. To register to attend the Conference, please send an email to David Sandoval, Contracts Section, at contracts@ttc.lacounty.gov no later than 5:00 p.m. PT on Tuesday, January 9, 2024.</p> <p>Proposals must be prepared in accordance with Paragraph 7 (Business Proposal Requirements and Evaluation). Proposals are due no later than 5:00 p.m. Pacific Time on Friday, January 26, 2024, and must be emailed to: contracts@ttc.lacounty.gov. Proposals received after the scheduled deadline will not be accepted.</p>		
Open Day:	12/21/2023	Closed Date:	1/26/2024 5:00:00 PM
Contact Name:	David Sandoval	Contact Phone:	(213) 974-7360
Contact Email:	contracts@ttc.lacounty.gov		
Notice of Intent to Award (0):	⊕ Click here to view notice intent to award list.		
Solicitation Award (0):	⊕ Click here to view award list.		
Amendment (1):	⊕ Click here to view the amendment list.		
Last Changed On:	1/23/2024 7:13:05 PM		
Attachment File (2):	⊕ Click here to download attachment files.		

Less



**REQUIRED FORMS – EXHIBIT 5
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE		REFERENCE			
1 FIRM/ORGANIZATION INFORMATION GovEase Auction LLC		The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:		0			
Total Number of Employees (including owners):		20			
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American	0	0	0%	0%	
Hispanic/Latino	0	0	0%	0%	
Asian or Pacific Islander	0	0	0%	0%	
Native Americans	0	0	0%	0%	
Subcontinent Asian	0	0	0%	0%	
White	7	1	87.50%	12.50%	

TITLE		REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE		If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
		<input checked="" type="checkbox"/> Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

TREASURER AND TAX COLLECTOR

AND

GovEase Auction, LLC

FOR

**ONLINE AUCTIONS OF TAX DEFAULTED
PROPERTY SERVICES**

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STANDARD EXHIBITS

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

UNIQUE EXHIBITS

- I** Information Security and Privacy Requirements

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
AND
GovEase Auction, LLC
FOR
ONLINE AUCTIONS OF TAX DEFAULTED PROPERTY SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 2024 by and between the County of Los Angeles, hereinafter referred to as County, and GovEase Auction, LLC, hereinafter referred to as Contractor, a Mississippi Company, located at 2080 Main Street, Suite 200, Madison, MS 39110.

RECITALS

WHEREAS, pursuant to California Government Code Section 31000 which authorizes the Board of Supervisors (Board) to contract for special services; and

WHEREAS, pursuant to California Revenue and Taxation Code Division 1, Part 6, Chapter 7, the County Treasurer and Tax Collector (TTC) is mandated to sell tax defaulted property within five years of the time the property becomes subject to sale for nonpayment of taxes, and to sell the property at intervals of no more than six years if there are no acceptable bids at the first attempted sale; and

WHEREAS, the Contractor is a private firm specializing in providing Online Auctions of Tax Defaulted Property Services; and

WHEREAS, the County may contract with private businesses for Online Auctions of Tax Defaulted Property Services when certain requirements are met; and

WHEREAS, the Contractor has submitted a proposal to the County's TTC for provision of such services and based upon the Request for Proposals process, Contractor has been selected for recommendation for award of such Contract as the most responsive and responsible proposer; and

WHEREAS, the Board has authorized the TTC to administer this Contract;

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

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

Unique Exhibits:

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

2.0 DEFINITIONS

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

- 2.1 Additional Work:** Service enhancements and/or additional Services, which may be provided by the Contractor to the County upon County's request and approval in accordance with Subparagraph 3.4.
- 2.2 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.3 Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.4 Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.5 Contract:** This agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the (Statement of Work) Exhibit A.
- 2.6 Contract Term:** The period of the Contract, commencing upon the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 2.7 Contractor:** The entity that has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.8 Contractor's Authorized Official(s):** The individual(s) authorized by the Contractor, that the Contractor represents and warrants has actual authority to execute documents under this Contract on behalf of the Contractor.
- 2.9 Contractor's Contract Administrator:** The individual authorized by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Contract Manager. Additionally, Contractor's Contract Administrator must oversee all projects and serve as a point of escalation, as needed.
- 2.10 Contractor's Contract Manager/Contractor's Alternate Contract Manager:** The individual authorized by the Contractor to administer the Contract operations under this Contract.
- 2.11 Contractor's Employees/Staff:** Any person designated by the Contractor to perform services under this Contract.
- 2.12 Contractor's Financial Manager:** The individual authorized by the Contractor to have full authority to act on behalf of the Contractor in all matters relating to invoicing under this Contract.
- 2.13 County:** The County of Los Angeles.
- 2.14 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County observed holidays unless otherwise stated in the

SOW or Contract. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.

- 2.15 County's Contract Administrator:** The individual authorized by the TTC with authority for the County to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager. Additionally, County's Contract Administrator must oversee all projects and serve as a point of escalation, as needed.
- 2.16 County's Contract Manager:** The individual authorized by the County's Contract Administrator to manage the operations under this Contract.
- 2.17 County's Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.18 County's Contracts' Section – Contract Monitor:** The County's Contracts' Section – Contract Monitor is responsible for ensuring annual requirements and Contract deliverables (e.g., financial statements, insurance certificates, pending litigation statement, etc.) are received timely and in accordance with the Contract provisions from the Contractor.
- 2.19 Day(s):** Calendar-day(s), unless otherwise specified.
- 2.20 Effective Date:** The date of approval of this Contract by County's Board of Supervisors or as indicated in Paragraph 4 (Term of Contract).
- 2.21 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.22 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract and SOW that the TTC will evaluate to ensure the Contractor meets performance standards, as specified in this Contract and SOW.
- 2.23 Proposal:** A Contractor's response to a Request for Proposals detailing the Contractor's proposed work specifications and pricing for performing the work requested in the County's solicitation.
- 2.24 Services:** Collectively, all functions, responsibilities, tasks, subtasks, deliverables, trainings, customizations, consulting services, and other services: (a) specifically identified in the SOW; (b) identified in this Contract as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Contract. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i) an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph, and not in conflict with Contractor's established methods of providing services and as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Contract, then such service or function will be deemed to be part of the Services. Any hardware and/or

software provided to the County by the Contractor pursuant to this Contract will be deemed part of the Services.

- 2.25 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract, attached as Exhibit A thereto.
- 2.26 Subcontractor(s):** Any individual, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services, equipment, and/or materials to Contractor in furtherance of Contractor's performance under this Contract, under oral or written agreement, but for avoidance of doubt, must not include any clearing facility, book-entry system, centralized custodial depository, or similar organization.
- 2.27 Treasurer and Tax Collector:** The director of the County of Los Angeles Department of Treasurer and Tax Collector.
- 2.28 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein, including, but not limited to, Exhibit A (SOW) which incorporates all attachments thereto.
- 3.2** The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract must conform to high professional standards as exist in the Contractor's profession or field of practice.
- 3.3** If the Contractor provides any tasks, deliverables, goods, services, and/or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor without consideration, and the Contractor will have no claim whatsoever against the County for those tasks, goods, services, and/or other work.
- 3.4** Upon County's written request and mutual approval pursuant to the terms of this Contract, Contractor must provide Additional Work, including customizations, enhancements, additional programming, and/or additional Services, in accordance with this Subparagraph and Exhibit A (SOW), at the applicable pricing terms set forth in Exhibit B (Commission Rate Schedule).

4.0 TERM OF CONTRACT

- 4.1** The Contract Term will commence upon approval by the Board or September 19, 2024, whichever is later, and will continue for three years, unless sooner terminated or extended in whole or in part, as provided in this Contract.
- 4.2** After the initial term, the TTC will have the sole option to extend the Contract Term for up to three additional one-year periods and six month-to-month extensions, for a maximum total Contract Term of six years and six months. The

TTC may exercise each such extension option at its sole discretion. In the event the TTC desires to renew the Contract by exercising an option term, the TTC will provide Contractor with a written notice of intent to renew the Contract at least 30 Calendar Days prior to the expiration of the then current term of the Contract. The option to renew will be set forth in writing, as provided in Subparagraph 8.1 (Change Notices and Amendments) of this Contract.

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

5.0 COMMISSION RATE AND PAYMENT

5.1 COMMISSION RATE

- 5.1.1** Contractor's commission rate will remain firm and fixed for the term of the Contract in accordance with Exhibit B (Commission Rate Schedule) of this Contract.
- 5.1.2** The Contractor will not be entitled to payment or reimbursement for any tasks, deliverables or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.2 COMMISSION PAYMENT

Contractor must structure a payment and settlement system in accordance with Exhibit A (SOW), Subparagraph 3.10, Payments.

5.3 WRITTEN APPROVAL FOR REIMBURSEMENT

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any

other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

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

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

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

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

5.5.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 COUNTY'S ADMINISTRATION

A listing of all County's Administration referenced in the following Subparagraphs

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

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

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

6.2 COUNTY'S CONTRACT ADMINISTRATOR

6.2.1 The County's Contract Administrator is responsible for ensuring that the Contractor meets the objectives of this Contract and determines the Contractor's compliance with this Contract. This includes inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.2.2 The County's Contract Administrator is responsible for providing, among other things, overall direction to the Contractor in the areas relating to County and TTC policy, information requirements, and procedural requirements. Additionally, County's Contract Administrator must oversee all projects and serve as a point of escalation, as needed.

6.2.3 The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Subparagraph 8.1 (Change Notices and Amendments), of this Contract, and is not authorized to further obligate the County in any respect whatsoever.

6.3 COUNTY'S CONTRACT MANAGER

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

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

6.4 COUNTY'S CONTRACT MONITOR

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

6.5 COUNTY'S CONTRACTS' SECTION – CONTRACT MONITOR

The County's Contracts' Section – Contract Monitor is responsible for ensuring annual requirements and Contract deliverables (e.g., financial statements, insurance certificates, pending litigation statement, etc.) are received timely and in accordance with the Contract provisions from the Contractor.

6.6 COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO)

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

6.7 COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

The Contractor must assign a sufficient number of employees to perform the required work. The Contractor must appoint at least one authorized employee, determined and agreed upon between the Contractor and the TTC, to act for the Contractor in every detail and that employee must speak and read fluently in English. Request for replacement of any personnel by the TTC must be completed within one Business Day.

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

7.1 CONTRACTOR'S CONTRACT ADMINISTRATOR

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

- 7.1.2 The Contractor's Contract Administrator must be responsible for the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensure the Contractor's compliance with the Contract. Additionally, Contractor's Contract Administrator must oversee all projects and serve as a point of escalation, as needed.
- 7.1.3 The Contractor's Contract Administrator must be available to meet and confer with the County's Contract Administrator on an as-needed basis either in person or by telephone as mutually agreed upon by the parties, to review Contract performance and discuss Contract coordination. Such meetings will be conducted at a time and place as mutually agreed upon by the parties.

7.2 CONTRACTOR'S CONTRACT MANAGER/CONTRACTOR'S ALTERNATE CONTRACT MANAGER

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

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

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

7.3 CONTRACTOR'S FINANCIAL MANAGER

The Contractor's Financial Manager must be a full-time employee of the Contractor. The Contractor must provide the County's Contract Administrator and County's Contract Manager with the information specified on Exhibit E (Contractor's Administration), for the individual designated to act as the

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

The Contractor must assign a Financial Manager to act as liaison for the Contractor and have full authority to act on behalf of Contractor in all matters related to payments and fees under this Contract. The Contractor's Financial Manager must be available during the hours of 8:00 a.m. to 5:00 p.m. PT, Monday through Friday, for telephone and email contact and to meet with County personnel regarding any invoices issued under this Contract.

7.4 CONTRACTOR'S EMPLOYEES

7.4.1 The Contractor is responsible for providing training and supervising employees assigned to perform services under this Contract. All employees assigned by the Contractor to perform these services must at all times be employees of the Contractor; and the Contractor must have the sole right to hire, suspend, discipline, or discharge them. However, any employee, who in the opinion of the County is performing unsatisfactory work, must be removed from the performance of services related to this Contract immediately upon the written request of the County's Contract Manager.

7.4.2 The Contractor must ensure a high standard of conduct of the Contractor's employees, including compliance at all times with all applicable local, State, and Federal laws and regulations related to investment custody and securities lending services, and the specific requirements of this Contract.

7.4.3 The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training at a minimum must include, but may not be limited to, the following topics:

- 1. Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- 2. Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- 3. Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County information.

4. **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
5. **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
6. **Privacy:** The Contractor's Privacy Policies and procedures as described in Exhibit I (Information Security and Privacy Requirements), Section 2b, Privacy Program.

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

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

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

7.5 NOTICE OF PERSONNEL CHANGES

The Contractor must inform the County's Contract Administrator in writing of the names, addresses, and telephone numbers of the individuals designated to act as Contract Administrator, Contract Manager, and Alternate Contract Manager at the time the Contract is implemented and as changes occur during the Contract Term. The Contractor must make such notification no later than five business days after a change occurs and must include a current resume for the newly designated person. The County will have the right to approve the assignment or replacement of any staff recommended by the Contractor.

7.6 APPROVAL OF CONTRACTOR'S EMPLOYEES

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

7.7 CONTRACTOR'S STAFF IDENTIFICATION

7.7.1 The Contractor must provide, at Contractor's expense, all staff assigned to this Contract and visiting or performing services on-site at

a County facility, or its grounds, with a standard photo identification badge in accordance with the County specifications which includes a recent picture of the employee, the employee's name, and the name of the Contractor. Specifications may change at the discretion of the County and the Contractor will be provided with new specifications as required. The format and content of the badge is subject to the TTC's approval prior to the Contractor implementing the use of the badge. The Contractor's staff, while visiting or providing on-site services under this Contract or when entering a County facility or its grounds, must prominently display the photo identification badge on the upper part of the body.

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

7.7.3 If the TTC requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.8 BACKGROUND AND SECURITY INVESTIGATIONS

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

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

regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.8.2** The Contractor must provide to the TTC the legal name of each person in a designated sensitive position and the dates on which said persons submitted fingerprints to the California DOJ. The Contractor must provide such information in writing within five calendar days of the date on which the fingerprinting occurred.
- 7.8.3** A member of Contractor's staff must not begin to perform services under the Contract until he/she has successfully passed a background investigation to the satisfaction of the TTC.
- 7.8.4** During the Contract Term, if the TTC identifies a subsequent disqualifying factor for a member of the Contractor's staff, the TTC will request that the member of the Contractor's staff be immediately removed from performing services under the Contract. Contractor must promptly comply with the TTC's request.
- 7.8.5** The TTC will request the Contractor to advise the Contractor's staff member who did not pass the background investigation, or who received a subsequent disqualifying factor, to contact the TTC immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the TTC's background investigation.
- 7.8.6** The TTC may request that Contractor's staff be immediately removed from working on this Contract at any time during the Contract Term.
- 7.8.7** The TTC, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who do not pass such investigation to the satisfaction of the TTC or whose background or conduct is incompatible with TTC facility access.
- 7.8.8** These terms will also apply to subcontractors of County contractors.
- 7.8.9** Disqualification of any member of the Contractor's staff pursuant to this Subparagraph 7.6 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.9 CONFIDENTIALITY

- 7.9.1** The Contractor must maintain the confidentiality of all records and information including, but not limited to, billing and sensitive financial information, County records, Data and County Information, any information relating to County's customers, users, partners, or personnel, and any other Data, records, and information received, obtained and/or produced under the provisions of this Contract in accordance with all applicable Federal, State or local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures

relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. The Contractor is not authorized to release any information listed above without the express approval from the County.

- 7.9.2** The Contractor's employees may use Data received from the County only to perform functions as defined by this Contract.
- 7.9.3** Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the County are allowable. Any other use or disclosure of Data received requires the express approval in writing from the County. The Contractor must not duplicate, disseminate or disclose any Data except as allowed in this Contract.
- 7.9.4** Access to Data received from the County must be restricted only to Contractor's employees who need the Data to perform their official duties in the performance of this Contract.
- 7.9.5** The Contractor's employees who access, disclose or use the Data for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.
- 7.9.6** The Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all claims, demands, damages, liabilities, judgments, award, losses, costs, expenses or fees, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to:
1. Contractor's violation of any Federal and State laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
 2. Any failure by the Contractor, its officers, employees, agents, or Subcontractors, to comply with this Subparagraph, as determined by County in its sole judgment; and/or
 3. Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's or Subcontractor's systems or networks (including all costs and expenses incurred by the County, if applicable, to remedy the effects of such loss, breach of Confidentiality, or Incident, which at a minimum may include, but is not limited to, (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and

(iv) conducting litigation and settlements with individuals and governmental authorities).

- 7.9.7** Any legal defense pursuant to the Contractor's indemnification obligations under this Subparagraph must be conducted by the Contractor and performed by the counsel selected by the Contractor and approved by County.
- 7.9.8** Notwithstanding the preceding Subparagraph 7.9.7, County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County must be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.9.9** The Contractor must inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.9.10** The Contractor must sign and provide Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement) to the Contracts' Section – Contract Monitor, as indicated on Exhibit D (County's Administration), within three Business Days of providing services on this Contract and adhere to the provisions of Exhibit F1.
- 7.9.11** The Contractor will cause each non-employee performing services covered by this Contract to sign Exhibit F2 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement) and adhere to the provisions of Exhibit F2. The Contractor must provide signed Exhibits to the Contracts' Section – Contract Monitor, as indicated on Exhibit D (County's Administration), within three Business Days of providing services on this Contract.
- 7.9.12** During the Contract Term, the Contractor must maintain an updated file of the signed forms and will forward copies of all signed forms to the County's Contract Administrator whenever changes in personnel occur.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

- 8.1.1** The County reserves the right to initiate Change Notices that either (i) **do not affect** the scope, term, fees or payments, SOW, and/or Contract Term. All such changes must be accomplished with an

executed Change Notice signed by the Contractor and by the County's Contract Administrator.

- 8.1.2** For any change which **affects** the Commission Rate Schedule, fees or payments, and/or SOW that **does not materially alter** the Contract, an Amendment to this Contract must be prepared and executed by Contractor and by the Treasurer and Tax Collector, or their designee, provided County Counsel approval is obtained prior to execution of such Amendment(s).
- 8.1.3** For any change which **affects** the Commission Rate Schedule, and/or SOW, that **materially alters** the Contract, an Amendment to this Contract must be prepared and executed by Contractor and by the Board or their designee.
- 8.1.4** The Board or Chief Executive Officer (CEO), or designee, may require the addition and/or change of certain terms and conditions in the Contract during the Contract Term. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Treasurer and Tax Collector, or their designee.
- 8.1.5** The Treasurer and Tax Collector, or their designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). For the exercise of the TTC's optional extensions, an Amendment to the Contract will be prepared and executed by the Contractor and the Treasurer and Tax Collector, or their designee, prior to the expiration of the then current Contract Term. The Contractor agrees that such extensions of time will not change any other term and condition of the Contract during the period of such extensions.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Subparagraph, County consent will require a written Amendment to the

Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

8.3 WARRANTIES

- 8.3.1** The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
- 8.3.2** The Contractor represents and warrants that the Services will be performed in a professional, competent, and timely manner by appropriately qualified Contractor staff in accordance with this Contract and consistent with industry best practices.
- 8.3.3** The Contractor represents and warrants that there is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract.

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 COMPLAINT PROCEDURES

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

8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 JURY SERVICE PROGRAM

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

8.8.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 8.8.2.2 For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Subparagraph will be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- 8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must

immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 CONFLICT OF INTEREST

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

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

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

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

8.11 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 RESPONSIBLE CONTRACTOR

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

8.12.2 CHAPTER 2.202 OF THE COUNTY CODE

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

8.12.3 NON-RESPONSIBLE CONTRACTOR

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created

by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 CONTRACTOR HEARING BOARD

- 8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

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

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

8.12.5 SUBCONTRACTORS OF CONTRACTOR

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

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

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

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County

through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract

meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, ([P.L. 99-603](#)), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

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

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

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

- 8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such

party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

- 8.20.2** Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.
- 8.20.4** In the event a force majeure event continues for more than five days, County may terminate this Contract by providing written notice to Contractor. Notwithstanding the foregoing, a force majeure event will not relieve Contractor of its obligations under Exhibit I (Information Security and Privacy Requirements), and Subparagraph 7.9 (Confidentiality).

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or

responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.22.4 The Contractor must adhere to the provisions stated in Subparagraph 7.9 (Confidentiality).

8.23 INDEMNIFICATION

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

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

8.23.3 In the event any services or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the System is not materially impeded, must either: (a) Procure for County all rights to continued use of the questioned equipment, part, or software product; or (b) Replace the questioned equipment, part, or software product with a non-questioned item; or

(c) Modify the questioned equipment, part, or software so that it is free of claims.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.24 and 8.25 of this Contract. Such insurance must be primary to and not combined with other insurance or self-insurance programs maintained by the County. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

8.24.2.1 Certificate(s) of insurance coverage (COI(s)) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal COIs must be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 COIs must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the COI must match the name of the Contractor identified as the contracting party in this Contract. COIs must provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance

COI or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 COIs and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

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

8.24.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

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

8.24.4 CANCELLATION OF OR CHANGES IN INSURANCE

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

cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 FAILURE TO MAINTAIN INSURANCE

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

8.24.6 INSURER FINANCIAL RATINGS

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

8.24.7 CONTRACTOR'S INSURANCE MUST BE PRIMARY

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

8.24.8 WAIVERS OF SUBROGATION

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

8.24.9 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

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

Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.24.10 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

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

8.24.11 CLAIMS MADE COVERAGE

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

8.24.12 APPLICATION OF EXCESS LIABILITY COVERAGE

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

8.24.13 SEPARATION OF INSUREDS

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

8.24.14 ALTERNATIVE RISK FINANCING PROGRAMS

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

8.24.15 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

8.25 INSURANCE COVERAGE

8.25.1 COMMERCIAL GENERAL LIABILITY

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

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

8.25.2 AUTOMOBILE LIABILITY

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

8.25.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

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

8.25.4 CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code;

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

8.25.5 SURETY BOND

A surety bond and deposit receipt for the surety bond filed with the California Secretary of State in the sum of not less than \$20,000 and compliant with California Civil Code, Title 2.95 (commencing with Section 1812.600), which states "every auctioneer and auction company shall maintain a bond issued by a surety company admitted to do business in this state." Further, Contractor understands and agrees it must maintain the surety bond for a period of not less than three years following this Contract's expiration, termination, or cancellation.

8.25.6 CRIME COVERAGE

A Fidelity Bond or Crime Insurance policy with limits of not less than \$2 million per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.26 LIQUIDATED DAMAGES

- 8.26.1** If, in the judgment of the Treasurer and Tax Collector, or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Treasurer and Tax Collector, or his

designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Treasurer and Tax Collector, or his designee, in a written notice describing the reasons for said action.

- 8.26.2** If the Treasurer and Tax Collector, or his designee, determines that there are deficiencies in the performance of this Contract that the Treasurer and Tax Collector, or his designee, deems are correctable by the Contractor over a certain time span, the Treasurer and Tax Collector, or his designee, will provide a written notice to the Contractor to correct the deficiency within specified timeframes. Should the Contractor fail to correct deficiencies within said timeframe, the Treasurer and Tax Collector, or his designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Contractor's fee; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified timeframe. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is as specified in Attachment 2 (Performance Requirements Summary Chart) of Exhibit A2 (Statement of Work Exhibits) of this Contract, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3** The action noted in Subparagraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4** This Subparagraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the Performance Requirements Summary Chart of Exhibit A2 (Statement of Work Exhibits) of this Contract or Subparagraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2** The Contractor certifies to the County each of the following:
- 8.28.2.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 8.28.2.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 8.28.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of

race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

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

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

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

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 DISPUTE RESOLUTION PROCEDURE

It is the intent of the parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each party's organization

that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this Subparagraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this Subparagraph, a “dispute” will mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.

- 8.31.1** Contractor and County agree to act with urgency to mutually resolve any disputes, which may arise with respect to this Contract. All such disputes must be subject to the provisions of this Subparagraph 8.31 (Dispute Resolution Procedure), (such provisions must be collectively referred to as the “Dispute Resolution Procedure”). Time is of the essence in the resolution of disputes.
- 8.31.2** Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties must continue without delay their performance hereunder, except for any performance, which the County determines should be delayed as a result of such dispute.
- 8.31.3** If Contractor fails to continue without delay its performance hereunder which the County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs, which may be incurred by the Contractor or County as a result of Contractor’s failure to continue to so perform must be borne by the Contractor, and Contractor must make no claim whatsoever against the County for such costs. Contractor must promptly reimburse the County for such County costs, as determined by the County, or County may deduct all such additional costs from any amounts due to the Contractor from the County.
- 8.31.4** If County fails to continue without delay to perform its responsibilities under this Contract, which County determines should not be delayed as a result of such dispute, then any additional costs incurred by the Contractor or the County as a result of County’s failure to continue to so perform must be borne by the County, and County will make no claim whatsoever against the Contractor for such costs. County must promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by the County.
- 8.31.5** In the event of any dispute between the parties with respect to this Contract, Contractor and County must submit the matter to their respective Contract Managers for the purpose of endeavoring to resolve such dispute.
- 8.31.6** In the event that the Contract Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter must be

immediately submitted to the parties' respective Contract Administrators for further consideration and discussion to attempt to resolve the dispute.

- 8.31.7** In the event that the Contract Administrators are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter must be immediately submitted to Contractor's president or equivalent and the Treasurer and Tax Collector, or their designee. These persons must have ten days to attempt to resolve the dispute.
- 8.31.8** In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 8.31.9** All disputes utilizing this dispute resolution procedure must be documented in writing by each party and must state the specifics of each alleged dispute and all actions taken. The parties must act in good faith to resolve all disputes. At all three levels described in this Subparagraph 8.31 (Dispute Resolution Procedure), the efforts to resolve a dispute must be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting, virtual meeting, by telephone, or in writing by exchange of correspondence.
- 8.31.10** Notwithstanding any other provision of this Contract, County's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Subparagraph 7.9 (Confidentiality), must not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and must not be deemed to impair any claims that the County may have against the Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.
- 8.31.11** Contractor must bring to the attention of the County's Contract Manager and/or County's Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request For Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921.000 et seq.](#) (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 PUBLICITY

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

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

8.37.1.2 During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Contract Administrator.

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

8.38 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT

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

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

- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's A-C within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's A-C, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5** **Financial Statements:** Beginning one year after the Effective Date of this Contract, and every year thereafter until the expiration of this Contract, Contractor must submit to the County's Contracts' Section – Contract Monitor, as indicated on Exhibit D (County's Administration), a complete set of audited financial statements for the preceding 12-month period. Such statements must, at a minimum, include a Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). The County reserves the right to

request these financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

- 8.38.6 Pending Litigation:** Contractor must submit an annual statement regarding any pending or threatened litigation that would have a material adverse impact on its performance under the Contract since the Contractor last reported same to the County, and as soon as an incident occurs, to the County's Contracts' Section – Contract Monitor, as indicated on Exhibit D (County's Administration).

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

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

If the Contractor desires to subcontract, the work requirements of this Contract as they relate to Exhibit I (Information Security and Privacy Requirements) may not be subcontracted by the Contractor **without the advance written approval of County's Chief Information Security Officer and/or Chief Privacy Officer, in addition to that of the Treasurer and Tax Collector, or their designee.** Any attempt by the Contractor to subcontract without the prior consent of the above County personnel may be deemed a material breach of this Contract.

- 8.40.2** Following written approval by the Treasurer and Tax Collector, or their designee, in conjunction with the County's Chief Information Security Officer and/or Chief Privacy Officer, the County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by County, the Contractor must forward a fully executed subcontract to the TTC for its files.

- 8.40.3** After the Contractor has engaged an approved Subcontractor, the Contractor must provide the following information promptly at the County's request and prior to any work being performed by the Subcontractor:

8.40.3.1 A description of the work to be performed by the Subcontractor;

8.40.3.2 A draft copy of the proposed subcontract; and

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

Email Address: contracts@ttc.lacounty.gov
County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision

of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 TERMINATION FOR CONVENIENCE

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

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

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

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

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

8.43 TERMINATION FOR DEFAULT

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

8.43.1.1 The Contractor or any of its agents has materially breached this Contract; or

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

8.43.1.3 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either

case, fails to demonstrate convincing progress toward a cure within five Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure; or

- 8.43.2** The County may, without prior notice or opportunity to cure given to the Contractor, terminate the whole or any part of this Contract, if in the judgment of County's Contract Administrator:
- 8.43.2.1 The Contractor or any of its agents materially breaches any of the warranties, representations and covenants made in Subparagraph 8.3 (Warranties) so as to adversely affect the County; or
 - 8.43.2.2 The Contractor is subject to criminal investigation, indictment or conviction, or is found civilly or criminally liable by a trial court, judge or administrative panel in connection with any matter involving breach of trust or fiduciary duty, fraud, theft, or moral turpitude; or
 - 8.43.2.3 The Contractor attempts or purports to assign this Contract, or any portion thereof, or any of its rights or obligations hereunder, without the prior written consent of County, except as provided in Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions).
- 8.43.3** In the event that the County terminates this Contract in whole or in part as provided in this Subparagraph 8.43 (Termination for Default), the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.
- 8.43.4** Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Subparagraph 8.43.3 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and/or

Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.5 If, after the County has given notice of termination under the provisions of this Subparagraph 8.43 (Termination for Default), it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.43 (Termination for Default), or that the default was excusable under the provisions of Subparagraph 8.43.4, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 (Termination for Convenience).

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

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

8.44.2 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County A-C's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.45 TERMINATION FOR INSOLVENCY

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

- 8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor;
or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2** The rights and remedies of the County provided in this Subparagraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 EFFECT OF TERMINATION

- 8.48.1** In the event the County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by the County in writing:
- (a) the Contractor must continue the performance of this Contract to the extent not terminated;
 - (b) the Contractor must cease to perform the

Services being terminated on the date and to the extent specified in such notice and provide to the County all completed Services and Services in progress, in a media reasonably requested by the County; (c) the County will pay to the Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate); (d) the Contractor must return to the County all monies paid by the County, yet unearned by the Contractor, including any prepaid fees if applicable; (e) the Contractor must promptly return to the County any and all of the County's Information that relates to the portion of the Contract or Services terminated by the County, including all County Information, in a media reasonably requested by the County.

- 8.48.2** Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed upon in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
- 8.48.3** The Contractor understands and agrees that the County has obligations that it cannot satisfy without use of the Services provided to the County hereunder or equivalent services, and that a failure to satisfy such obligations could result in irreparable damage to the County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Contract, Contractor must fully cooperate with the County in the transition of the County to a new service, toward the end that there be no interruption of County's day-to-day operations due to the unavailability of the service during such transition.
- 8.48.4** For 90 days prior to the expiration date of this Contract, or upon notice of termination of this Contract (Transition Period), Contractor must assist the County in extracting and/or transitioning all County Information in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Notice. In addition, upon the expiration or termination of this Contract, the County may require the Contractor to provide services in the form of additional work to assist County to transition Services from Contractor to County or County's designated third party (Transition Services). Upon County's request for Transition Services, the County and the Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. The Contractor agrees that in the event that County terminates the Contract for any breach by the Contractor, Contractor must perform Transition Services at no cost to the County. Contractor must provide the County with all of the Transition Services as provided in this Subparagraph 8.48.4. The duty

of Contractor to provide such Transition Services must be conditioned on the County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor will have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by the County, other than a failure by the County to timely pay the amounts due and payable hereunder. The County will have the right to seek specific performance of this Subparagraph 8.48.4 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Subparagraph 8.48.4 by either party will not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

- 8.48.5** Contractor must promptly return to the County any and all County Information, including County Information that relate to that portion of the Contract and Services terminated by the County.
- 8.48.6** The County must have the rights set forth in Subparagraph 8.56 (Work Product and Background Intellectual Property) to access any County Information, without limitation.

8.49 VALIDITY

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

8.50 USE OF COUNTY SEAL AND/OR TTC LOGOS

The County claims right, title and interest in and to certain intellectual property, including, but not limited to, the current and former County Seals and TTC logos (collectively, County Seals). Except as expressly authorized herein, the Contractor must not reproduce, copy, distribute, republish, download, display, post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time will the Contractor in any manner (i) modify the County Seals or (ii) create derivative works of the County Seals. The Contractor must not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent will be null and void.

8.51 WAIVER

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

8.52 WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

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

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

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

8.55 TIME OFF FOR VOTING

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

8.56 WORK PRODUCT AND BACKGROUND INTELLECTUAL PROPERTY

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

8.57 TRANSITION SERVICES

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

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

8.58 TIME IS OF THE ESSENCE

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

8.59 NO OFFSHORE WORK

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

8.60 SEVERABILITY

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

8.61 CONTRACT DRAFTED BY ALL PARTIES

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

8.62 NO THIRD-PARTY BENEFICIARIES

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

8.63 GREEN INITIATIVES

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

8.64 PROTECTION OF ELECTRONIC COUNTY INFORMATION

The Contractor must adhere to physical and/or computer security safeguards and encryption requirements as identified in Exhibit I (Information Security and Privacy Requirements).

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

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

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

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

8.66 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

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

8.67 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

8.68 LICENSES, PERMITS, AND REGULATORY AUTHORIZATIONS

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

8.69 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

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

8.70 INJURY AND ILLNESS PREVENTION PROGRAM

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

8.71 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR BUSINESS REQUIREMENTS

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

9.2 CONTRACTOR WORKING PAPERS AND PROPRIETARY MATERIALS

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

9.2.2 During the term of this Contract and for five years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. The County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all Information contained therein.

9.2.3 Any and all materials, software and tools which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Contract Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.2.3 or for any disclosure which the County is required to make under any State or Federal law or order of court.

9.3 INTENTIONALLY OMITTED

9.4 INTENTIONALLY OMITTED

9.5 INTENTIONALLY OMITTED

9.6 INTENTIONALLY OMITTED

9.7 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Contractor must comply with Exhibit I (Information Security and Privacy Requirements) of this Contract. The Information Security and Privacy Requirements applies to both Contractors and their Subcontractors. Contractor will be required to certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and must maintain compliance during the term of this contract. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (Los Angeles County Code, Chapter 2.202).

9.8 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.

10.0 SURVIVAL

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

- Subparagraph 5.4 No Payment for Services Provided Following Expiration/Termination of Contract
- Subparagraph 7.9 Confidentiality
- Subparagraph 8.6 Compliance with Applicable Law

Subparagraph 8.21	Governing Law, Jurisdiction, and Venue
Subparagraph 8.23	Indemnification
Subparagraph 8.24	General Provisions for All Insurance Coverage
Subparagraph 8.25	Insurance Coverage
Subparagraph 8.31	Dispute Resolution Procedure
Subparagraph 8.38	Record Retention and Inspection-Audit Settlement
Subparagraph 8.48	Effect of Termination
Subparagraph 8.57	Transition Services
Subparagraph 8.62	No Third-Party Beneficiaries
Paragraph 10	Survival

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

CONTRACTOR

GovEase Auction LLC

By

_____ Name

_____ Title

COUNTY OF LOS ANGELES

By

_____ Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK ONLINE AUCTIONS OF TAX-DEFAULTED PROPERTY SERVICES

**STATEMENT OF WORK
ONLINE AUCTIONS OF TAX-DEFAULTED PROPERTY SERVICES**

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EXHIBIT A1
STATEMENT OF WORK AND CONTRACT ATTACHMENTS
ONLINE AUCTIONS OF TAX-DEFAULTED PROPERTY SERVICES

ATTACHMENTS

1. Required Data/Informational Electronic Exchanges
2. TTC Online Auction Data File
3. Contractor Sold Items Files
4. Historical Volumes of Properties Offered for Sale and Sold

1.0 INTRODUCTION

The California Revenue and Taxation Code (R&TC) mandates the Treasurer and Tax Collector to collect secured property taxes and auction properties that are subject to the tax collector's power to sell due to defaulted property taxes exceeding five years for residential or agricultural property and three years for non-residential commercial property and vacant land.

The County of Los Angeles (County) is seeking a Contractor to provide a hosted Auction Website and services to conduct Online Auction(s) of Tax-Defaulted Property Subject to the Tax Collector's Power to Sell. The Online Auction services shall include advertising, organizing, posting, hosting, and updating Tax-Defaulted Property listings. Additionally, the services shall include registering Bidders, accepting Deposits, refunding unused Deposits, and posting disclaimers and other pertinent information pertaining to auctions. The Contractor will charge a fee to the winning Bidder of each property sold and recoup payment of those fees by deducting them from the costs of the sale.

The County's Department of Treasurer and Tax Collector (TTC) generally conducts five Online Auctions annually: two initial auctions, two follow-up auctions, and one sealed bid auction. Initial and follow-up auctions are comprised of defaulted residential, agricultural, non-residential commercial, and/or vacant properties offered at full or reduced price. Follow-up auctions occur within 30-90 days following initial auctions and are comprised of properties that did not sell at initial auctions. Sealed bid auctions are comprised of defaulted properties deemed unusable due to size, location, accessibility, or other restrictions. These properties are offered at a reduced price, and registration to bid is by invitation only and limited to owners of properties contiguous to the unusable defaulted properties.

Online Auctions typically occur over a period of two to five days; however, the TTC reserves the right to set and adjust timeframes for auctions based on the number of properties scheduled for sale. Additionally, the TTC reserves the right to withdraw properties from an auction at any time. On average, the TTC has withdrawn fewer than 40 properties annually from prior auctions. Historical volumes of properties offered, withdrawn, and sold at Online Auctions are provided in Attachment 4 – Historical Volumes of Properties Offered for Sale and Sold.

2.0 DEFINITIONS

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

- 2.1 “As Is” Sale:** A sale where the item offered for sale is sold, without express or implied warranties or representations, on an “as is” basis. “As is” is defined as, but is not limited to, the general condition of the property at the time of sale along with any liabilities and assets that may be attached to the property.
- 2.2 Auction Website:** Contractor’s Online Auction Website.
- 2.3 Bid:** An amount in United States Dollars offered by a Bidder for a specific property offered at the Online Auction.
- 2.4 Bidder:** An individual or authorized representative of an entity who completes registration with the Contractor and conforms to the participation rules and requirements to place a Bid on his or her own behalf, or is authorized to Bid on behalf of a registered entity to purchase property offered at an Online Auction using an account established with the Contractor which includes creating a username identification (ID) and a password.
- 2.5 Block:** Multiple properties that the TTC will combine to offer and sell as one item. The minimum bid for a Block will be the sum of the minimum bids for each item in the Block.
- 2.6 Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.7 Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.8 Close of Online Auction/Close of Sale:** The date and time at which the Online Auction ends and the TTC does not accept further Bids for any of the properties offered for sale.
- 2.9 Contract:** This agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including, the Statement of Work (SOW), Exhibit A.
- 2.10 Contract Discrepancy Report:** A document utilized by the TTC to document discrepancies or problems with Contractor’s performance and record explanations of unsatisfactory performance.

- 2.11 Contract Term:** The period of the Contract, commencing upon the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 2.12 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.13 County:** The County of Los Angeles.
- 2.14 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County Observed Holidays unless otherwise stated in the SOW or Contract. A list of County Observed Holidays is on the County's website at <https://ttc.lacounty.gov/county-holidays/>.
- 2.15 Day(s):** Calendar day(s) unless otherwise specified.
- 2.16 Deferred-Payment Transaction:** A payment option that the TTC makes available to Bidders, which allows Bidders to make a partial payment of no less than \$5,000 or 10 percent, whichever is greater, of a purchase price that exceeds \$5,000, with the balance due in accordance with the Terms and Conditions of the Online Auction.
- 2.17 Deposit:** A United States Dollar amount paid to the Contractor prior to the date of an Online Auction by any Bidder intending to Bid on and purchase properties offered at Online Auction. A Bidder can use the Deposit as a source of funds to then Bid at an Online Auction.
- 2.18 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.19 Flat Fee:** A fixed dollar amount charged by the Contractor as compensation for each property sold on its Auction Website.
- 2.20 Online Auction:** Internet based auction of Tax-Defaulted Property Subject to the Tax Collector's Power to Sell, conducted on the Auction Website.
- 2.21 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract and SOW that the TTC will evaluate to ensure the Contractor meets performance standards, as specified in this Contract and SOW.

- 2.22 Property List:** A list of properties and any corresponding information, as deemed by the TTC to be included in an Online Auction.
- 2.23 Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service shall meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this Exhibit A, SOW.
- 2.24 Sealed Bid:** Auctions are comprised of Tax-Defaulted Property Subject to the Tax Collector's Power to Sell deemed unusable due to size, location, accessibility, or other restrictions. Registration to Bid on these properties is by invitation only and limited to owners of contiguous properties or to holders of record of easements.
- 2.25 Secure Online Environment:** A system using the Internet for interactive purposes whereby the users of that system may initiate transactions pertinent to an Online Auction without compromise of privacy, data loss, and security.
- 2.26 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract.
- 2.27 Subcontractor(s):** Any individual, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services, equipment, and/or materials to Contractor in furtherance of Contractor's performance under this Contract, under oral or written agreement.
- 2.28 Tax Deed to Purchaser of Tax-Defaulted Property:** The instrument (deed) the TTC records with the County Registrar-Recorder/County Clerk's Office and issues to the purchaser, which transfers title of the property to the purchaser.
- 2.29 Tax-Defaulted Property Subject to the Tax Collector's Power to Sell:** Property in the County that has become tax-defaulted for three years or more for non-residential commercial property and vacant unimproved land, and five years or more for residential or agricultural property, as defined in R&TC Section 3691, and for which the TTC has recorded a notice of power to sell.
- 2.30 Traditional and Electronic Marketing:** Advertising via print or electronic media including newspaper, magazine, and trade/corporate publications directly or peripherally related to the selling of real estate or other auction-type materials.

- 2.31 Treasurer and Tax Collector:** The director of the County of Los Angeles Department of Treasurer and Tax Collector.
- 2.32 Trust Account:** An account held with a financial institution used to receive, hold, and disburse Bidder Deposits related solely to the Contract.
- 2.33 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.34 TTC Staff:** Employees of the County of Los Angeles Department of Treasurer and Tax Collector.
- 2.35 Web-based Marketing:** Advertising and marketing efforts via the Internet, including email broadcasts to subscriber base government and private sector portals, and banner advertising on relevant and prominent websites.

3.0 SCOPE OF WORK

The Contractor must provide all personnel, materials, facilities, equipment, supervision, and other items or services necessary to provide Online Auction services of Tax-Defaulted Property Subject to the Tax Collector's Power to Sell for types of auctions that include Online Auctions and Online Sealed Bid Auctions, and all types of properties. The TTC has the sole discretion to add and/or delete work requirements, which it deems to be in the best interest of the County.

3.1 ONLINE AUCTIONS

Notwithstanding anything to the contrary in this Agreement, nothing stated herein will obligate the County to offer properties for auction through the Contractor. The total number of properties that the TTC will auction will vary per each Online Auction (see Attachment 4 – Historical Volumes of Properties Offered for Sale and Sold). The TTC does not guarantee any specific amount of work to the Contractor.

3.1.1 ONLINE AUCTION WEBSITE UPTIME

- 3.1.1.1** The Online Auction must be completely functional for 99.99% uptime from start to finish of each scheduled Online Auction to allow registered Bidders to actively Bid and participate in each auction.
- 3.1.1.2** The Auction Website must be completely functional for 99.99% uptime from start to finish of each scheduled

Bidder registration period to allow Bidders to register for an upcoming Online Auction.

3.2 ONLINE AUCTION PROCESS

3.2.1 Advertising/Marketing

The Contractor must develop and maintain Web-based Marketing and Traditional and Electronic Marketing plans acceptable to the TTC, including, but not limited to, advertising prior to the sale and advertising the sale results.

The Contractor must develop and submit the marketing plan to the TTC for approval, 60 days prior to an Online Auction. The marketing plan should be designed to reach as many potential Bidders as possible and to run at least 30 days prior to an Online Auction. The Contractor must advertise an Online Auction by obtaining placements in advertising media via the Internet including email broadcasts to subscriber base government and private sector portals, and banner advertising on relevant and prominent websites. Advertising of an Online Auction must be available to the public on the Auction Website, 24 hours per day, seven days per week, beginning 30 days prior to and ending on the last day of the Online Auction.

3.2.2 Online Auction Parameters

The Contractor must, at the direction of the TTC, establish parameters for Online Auctions which include both Online Auctions and online sealed bid auctions (in terms of time, minimum bid, and settlement terms), and include online any County due diligence information to Bidders, e.g., caution to investigate before bidding, listing of properties with special conditions, liens, etc.

3.2.3 Sealed Bid Online Auctions

3.2.3.1 The Contractor must provide Sealed Bid Online Auction services, which allows the County to send invitations to bid, which are limited to contiguous owners of the auction properties or holders of record of easements being offered at the scheduled Sealed Bid Online Auctions.

3.2.3.2 The Contractor must provide Sealed Bid Online Auction services which allow invitation-only owners to register as Bidders only for the auction property that is contiguous

to their own property or to holders of record of easements.

3.2.3.3 The Contractor must inhibit the ability of any individuals desiring to participate but have not been specifically invited to register as a Bidder for a Sealed Bid Online Auction.

3.2.3.4 The Contractor must provide Sealed Bid Online Auction services that ensure that registered invitation-only Bidders can discretely place their Bid, or add to their Bid until the prescribed deadline, without other Bidders seeing their Bid, or without them being able to see any Bids from any other registered Bidders authorized to bid on that same Sealed Bid property.

3.2.4 Online Communication

The Contractor must send communication via email to Bidders upon the occurrence of any of the following events:

3.2.4.1 A Bidder completes registration

3.2.4.2 A Bidder makes a Deposit

3.2.4.3 The Contractor posts County auction information online

3.2.4.4 The Contractor commences an Online Auction and concludes an Online Auction

3.2.4.5 The Contractor receives a Bid from the Bidder

3.2.4.6 A Bidder is outbid (except in the case of Sealed Bid Online Auctions)

3.2.5 Username ID/Password

The Contractor must require Bidders to create a unique username, and a strong password, which expires and must be reset at least annually, that consists of a minimum of eight characters, including one uppercase letter, one lowercase letter, and a number. In addition, the password shall not be the same as any of the six prior passwords used for a Bidder's login. The Contractor must provide a list of all registered Bidders at the request of the TTC at any time prior and up to the registration deadline for an Online Auction. The TTC reserves the right to disqualify any Bidder for any reason at

any time, including while an Online Auction is open for Bids, and after receiving any Bid. The TTC will provide the Contractor with a listing of TTC Staff that are duly authorized to disqualify a Bidder.

3.3 PROPERTY DATA FILE

The TTC will provide Online Auction property data to the Contractor electronically in a file format specified by the TTC. In the event that file format changes are required, the TTC will notify the Contractor in advance. The TTC and the Contractor must transfer the initial property data file elements and any subsequent additions, deletions, or modifications electronically under the requirements, as outlined in Attachment 2 – TTC Online Auction Data File, in this SOW and the exhibit identified in Paragraph 5.0, Information Security and Privacy Requirements, in this SOW.

3.4 PRE-QUALIFICATION/REGISTRATION OF BIDDERS

3.4.1 Bidder Acknowledgement

The Contractor must structure the Auction Website to include an online auction registration process to inform Bidders of disclaimers, due diligence information and certain relevant information concerning Online Auctions. The Contractor must require Bidders to acknowledge the receipt of this information as a pre-condition to bidding on properties. The Auction Website shall contain instructions that require Bidders to accept the Terms and Conditions as outlined in Subparagraph 3.5 – Online Auction Guidelines/Terms and Conditions, in this SOW, with instructions that require Bidders to accept the Terms and Conditions by selecting a designated check box during the registration process.

3.4.1.1 The Contractor must require Bidders to acknowledge that they have confirmed to their satisfaction the identity of the property for which they are about to Bid on as a specific property that they wish to acquire, before proceeding to Bid, and as a condition for them to place their Bid.

3.4.1.2 The Contractor must require Bidders to acknowledge that they have reviewed and researched to their satisfaction the property details and any special conditions of the property that they wish to acquire, before proceeding to Bid, and as a condition for them to place their Bid.

3.4.1.3 In the case of Sealed Bid Online Auctions, the Contractor must require Bidders to acknowledge before proceeding to Bid, and as a condition for them to place their Bid, that they will comply with the County's instructions in the event that they are the winning Bidder, which will include, but may not be limited to, combining the auction property with their own as a condition of sale.

3.4.2 Barring Banned Bidders from Registration

The Auction Website should detect and bar from registration any Bidder previously banned from bidding, per the TTC instructions or by the Contractor, per Subsection 3.10.2.2 - Payments, in this SOW.

3.4.3 Deposits

The Auction Website must have the following functionality:

3.4.3.1 Allow Bidders to remit Deposits

3.4.3.2 Reject any Deposits submitted less than five business days prior to the date of an Online Auction

3.4.3.3 Require the full Deposit amount in a single transaction

3.4.3.4 Prevent any Bidder failing to meet the Deposit requirement from bidding in the Online Auction.

3.4.3.5 Include Bid Deposit refund information

3.4.4 Trust Account/Deposit

The Contractor must maintain a Trust Account for all Bidder Deposits, each of which must be fully insured by the FDIC, or in a manner, that realizes the same objectives of the Trust Account such as letters of credit, with the TTC's written approval. The minimum ratings required will be a rating of "A" by Moody's or Standard & Poor's, regardless of numerical or symbolic qualifiers (1,2,3, +, or -) and an overall Community Reinvestment Act (CRA) rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency at the time of Contract award, unless otherwise agreed to by both the TTC and the Contractor. In the event that the Contractor's financial institution fails to maintain the minimum rating, the TTC reserves the right to

require the Contractor to replace its financial institution with another financial institution that meets the minimum rating requirements. The Contractor must use the Trust Account to hold, apply, disburse, and/or refund as applicable, the Deposit made by a Bidder.

No credit card payments will be accepted. The following is a list of acceptable payment methods for Bidder Deposits:

3.4.4.1 Wire transfer

3.4.4.2 Automated Clearing House

3.4.4.3 Cashier's Check, Bank Issued Money Order

3.5 ONLINE AUCTION GUIDELINES/TERMS AND CONDITIONS

The Contractor must include an Online Auction guidelines section on its Auction Website that sets forth the TTC Terms and Conditions and any Contractor best practices approved by the TTC, including, but not limited to, the following information:

3.5.1 Guidelines

3.5.1.1 "Buyer Beware" statement

3.5.1.2 Auction start and end times and dates

3.5.1.3 "All sales are as is, and final" statement

3.5.1.4 Minimum age requirements for bidding

3.5.1.5 Statement that indicates Bids starting at a minimum price

3.5.1.6 Functionality to record acknowledgement and understanding of Online Auction rules and advisements

3.5.1.7 Functionality to record acknowledgement and understanding that by proceeding to Bid, and as a condition for them to place their Bid, Bidders have confirmed to their satisfaction the identity of the property for which they are about to Bid on, as a specific property they wish to acquire

3.5.1.8 Functionality to record acknowledgement and understanding that by proceeding to Bid, and as a condition for them to place their Bid, Bidders have reviewed and researched to their satisfaction the property details and any special conditions of the property that they wish to acquire

3.5.1.9 “Withdrawal of property” statement

3.5.1.10 Deposit and bidding eligibility requirements

3.5.1.11 Statement that a person bidding on behalf of a legal entity is an authorized representative of that firm

3.5.2 Americans with Disabilities Act (ADA) Compliant Website

The Auction Website and any other websites the Contractor hosts on behalf of the County must comply with all applicable accessibility laws, rules, regulations, and industry standard guidelines including, but not limited to, the ADA and the Web Content Accessibility Guidelines, as may be amended or updated from time to time. Contractor must promptly comply with any amendments or updates to accessibility laws, rules, regulations, or industry standard guidelines that become effective during the term of the Contract.

3.5.3 Indemnity for ADA violations

The Contractor must indemnify and hold the County harmless for any violations of any applicable accessibility laws, rules, regulations, and industry standard guidelines including, but not limited to, the Americans with Disabilities Act and the Web Content Accessibility Guidelines related to its Auction Website and any other website the Contractor hosts on behalf of the County for the Contract.

3.5.4 Privacy Policy

The Auction Website must disclose its privacy policy to Auction Website users and Bidders. The privacy policy must comply with provisions of Exhibit I of the Contract, Information Security and Privacy Requirements, and the provisions of the Contract, Subparagraphs 7.7, Confidentiality and 8.6, Compliance with Applicable Law.

3.6 REJECTING BIDS

The Contractor must design the Auction Website to allow authorized TTC Staff to reject any Bid(s) at any point, for any reason.

3.7 WITHDRAWING PROPERTIES FROM AUCTION

The Contractor must design the Auction Website to permit authorized TTC Staff to withdraw single and/or multiple properties offered as a Block prior to and during an Online Auction.

3.8 CONFIRMATION OF WINNING BID

The Contractor must send notice to the winning Bidder(s) by email, and other appropriate means approved by the TTC, within one hour after the Close of an Online Auction and include instructional messages provided by the TTC. The Contractor may advertise the results of an Online Auction with the pre-approval, as to form and content, of the TTC.

3.9 REFUNDS

The Contractor must refund any unused portion of a Bidder's Deposit within 10 Business Days of the Close of an Online Auction. Refunds must be remitted in the same payment method used to register and may include any of the following:

3.9.1 Wire back to originating sender

3.9.2 Credit back to the eCheck originating bank account

3.9.3 Paper check via first class mail to the Bidder as specified on the Bidder registration profile

3.10 PAYMENTS

The Contractor must have the following capabilities:

3.10.1 A mechanism to process a winning Bidder's full payment that includes the Bidder's Deposit, such that the corresponding proceeds are transferred to the TTC, in a manner specified by the TTC, within 10 business days or a timeframe approved by the TTC, after Close of an Online Auction.

3.10.1.1 The Contractor must transfer to the TTC the total purchase price for each sold property, which may include, but not be limited to, several required taxes and

fees, such as State and city taxes, document and survey fees, etc., as delineated by the TTC, regardless of any calculation or application errors on the Contractor's part or failure to demand and collect the correct purchase price from the winning Bidder.

3.10.1.2 In the event of a collection error on the part of the Contractor involving an under-collection, the Contractor must make up any shortfall and transfer the correct total purchase price for each sold property to the TTC. It is the Contractor's sole responsibility whether to proceed to attempt to collect any shortfall from winning Bidders due to the Contractor's errors or failure to demand and collect the correct purchase price from the winning Bidder.

3.10.1.3 In the event of a collection error on the part of the Contractor involving an over-collection, the Contractor must refund the overage to the winning Bidders pursuant to Subparagraph 3.9 and transfer the correct total purchase price for each sold property to the TTC.

3.10.2 A mechanism to process a winning Bidder's Deferred-Payment Transaction, which includes applying the Deposit to the payment balance, plus the following functionality:

3.10.2.1 Ability to ensure that the Bidder Deposits are sufficient to cover the required down payment of \$5,000 or 10 percent of the winning Bid amount, whichever is greater, before closing the sale of the property.

3.10.2.2 Ability to lock out the Bidder to prevent further bidding if the required Deposit amount is insufficient.

3.10.2.3 Ability to accept a final payment up to 15 days from the date of the Close of an Online Auction.

3.10.3 A mechanism to secure the Bidder's Deposit as a forfeiture, bar a Bidder from further bidding, and place the Bidder on a banned list, when any purchase is not consummated according to the requirements listed in Subparagraphs 3.10.1 and 3.10.2 in this SOW.

3.10.3.1 The Contractor must transfer to the TTC the total amount sufficient to cover the required down payment of \$5,000 or 10 percent of the winning Bid amount,

whichever is greater, as forfeiture for any purchase that is not consummated according to the requirements listed in Subparagraphs 3.10.1 and 3.10.2.

3.10.3.2 In the event of a calculation, application, or collection error on the part of the Contractor, the Contractor must make up any shortfall and transfer to the TTC the correct total amount sufficient to cover the required down payment of \$5,000 or 10 percent of the winning Bid amount, whichever is greater, as forfeiture for any purchase that is not consummated according to the requirements listed in Subparagraphs 3.10.1 and 3.10.2.

3.10.3.3 The Contractor must notify the TTC timely when any purchase is not consummated to allow for TTC to determine whether the sale of the property can be awarded to the next highest Bidder, pursuant to California State law.

3.10.3.4 The Contractor must have a mechanism and upon the direction of the TTC, must award the sale of a property, for which the highest Bidder fails to remit full purchase price by the deadline to consummate the sale, to the next highest Bidder, pursuant to California State law.

3.10.3.5 The Contractor must maintain the banned list, update the list for each purchase that is not consummated according to the requirements listed in Subparagraphs 3.10.1 and 3.10.2 in this SOW, and provide to the TTC the current list at the commencement of each auction and whenever the list is updated.

3.11 CONTRACTOR'S FEE

The Contractor will collect from the Bidder a Flat Fee for each property sold. The Contractor must post the fee on its Auction Website and disclose the fee to Bidders. The Contractor must add the fee to the winning Bid amount and collect it from the winning Bidder prior to sending the balance to the TTC. The fee amount will be in accordance with Exhibit B, Commission Rate Schedule, of the Contract.

3.12 SALE INFORMATION DATA FILES

Within five days of the payment settlement date, or at a later time acceptable to the TTC, the Contractor must provide electronic data files

as identified in Attachment 3 - Contractor Sold Items Files, in this SOW, in a format acceptable to the TTC.

4.0 REPORTS

The Contractor must make available daily activity reports and comprehensive reports for each of the TTC's Online Auctions it conducts. All reports must be available in file formats set forth by the TTC including, but not limited to the following:

4.1 Online Auction Status Reports (as applicable, prior to or during an Online Auction):

4.1.1 List of registered Bidders

4.1.2 Current Bid activity for each property

4.1.3 Daily statistics of properties sold and unsold

4.1.4 List of properties forfeited

4.2 Post-Online Auction Status Reports (within five days after the final settlement date):

4.2.1 Sale statistics, including number of Bidders, number of properties offered/sold, and total revenue

4.2.2 Bidder reports, including completed/outstanding payment status of each property, and associated winning Bidder

4.2.3 Vesting details of each winning Bidder, including name and address, associated Assessor Identification Number (AIN), and purchase amount

5.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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

6.0 QUALITY CONTROL PLAN

The Contractor must establish and maintain a comprehensive Quality Control Plan (QCP) to ensure the Contractor meets the requirements of the Contract and provides a consistently high level of service throughout the Contract Term. The QCP must be submitted to the County's Contract Administrator within 10

business days following the start date of this Contract, and as changes occur during the Contract Term or upon request. The Contractor shall review its QCP annually and update as changes occur.

At a minimum, the QCP must include the following:

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

7.0 BUSINESS CONTINUITY PLAN

The Contractor must provide a written Business Continuity Plan (BCP) for providing continuing services to the County in the event of an emergency that disrupts the Contractor's operations. The Contractor must provide an updated copy of the BCP to the County's Contract Administrator within 10 business days of this Contract start date and within 10 business days when changes occur during the Contract Term. The BCP must include, at a minimum, the following components:

- 7.1** The process for notifying the TTC immediately of any emergency that disrupts service (e.g., power outages, natural disaster, fire, cyber terrorism, etc.);
- 7.2** Timeline for operationalizing the BCP;
- 7.3** Description of the Contractor's disaster recovery plans and solutions;
- 7.4** Address, phone number, email address, and fax number of any alternate site(s) where Contractor will perform services;
- 7.5** Description of the production capabilities at any alternate site(s);

- 7.6 Description of the Contractor's Information Technology plans and features to ensure the County's information remains accessible and secure;
- 7.7 Description of how Contractor would implement the BCP; and
- 7.8 Description of how Contractor will test the BCP on an annual basis and update it accordingly.

8.0 QUALITY ASSURANCE PLAN

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

8.1 Meetings

The Contractor is required to attend any scheduled meeting as requested by the County. Failure to attend may result in an assessment as defined in the Performance Requirements Summary (PRS) chart. The County will notify the Contractor in writing of the assessment and demand payment from the Contractor.

8.2 Contract Discrepancy Report

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

8.3 County Observations

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

8.4 TTC Quality Monitoring

On an ongoing basis, the TTC may compare the Contractor's performance to the Contract standards as set forth in Subparagraph 11.0, Performance Requirements Summary, in this SOW. The TTC may use a variety of inspection methods to evaluate the Contractor's performance. These methods may include, but not be limited to:

8.4.1 Effectiveness of advertising

8.4.2 Conduct of auctions

8.4.3 User complaints

8.4.4 Management information system reported results

8.4.5 100 percent inspection of completeness of reports on a periodic basis

8.4.6 Adherence to County and TTC policies, procedures, rules, and regulations as outlined in the Contract

8.5 Contractor Complaint Log

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

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

8.6 Site Visits

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

9.0 DAYS OF OPERATION/HOURS/WORKDAY

The Contractor must maintain days and hours of operation and staffing sufficient to complete all services within the timeframes directed by the TTC. TTC's regular business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time (PT).

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

A list of County Observed Holidays may be found on the County's website, [County-recognized holidays](#).

10.0 GREEN INITIATIVES

10.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

10.2 Contractor must notify County's Contract Manager of Contractor's new green initiatives prior to the Contract commencement.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

The PRS chart lists the required services and deliverables monitored by the County during the Contract Term.

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

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

- Require the Contractor to implement a Corrective Action Plan (CAP), subject to approval by the County. In the CAP, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Notify the Contractor in writing and demand payment from the Contractor based on the assessment indicated in the PRS chart.
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy requests for improvement of performance, or to perform the neglected work specified within ten business days or the timeframe specified by the TTC, will constitute authorization for the County to have the service(s) performed by others. Contractor must reimburse the County for the entire cost of such work performed by others because of the Contractor's failure to perform said service(s), as determined by the County. The County will notify the Contractor in writing and demand payment from the Contractor.

11.3 Nothing within this section precludes the County's right to terminate this Contract upon 10 days' written notice with or without cause as provided in this Contract.

12.0 GENERAL CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE

Performance of the listed services listed in the PRS chart is considered satisfactory when no discrepancies are found by the TTC through Contract monitoring or other means. When performance is unsatisfactory, the TTC may provide a CDR to the Contractor. The Contractor is required to respond to the CDR in writing within 10 business days explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented.

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

13.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS

13.1 All changes must be made in accordance with Subparagraph 8.1, Amendments and Change Notices, of the Contract.

EXHIBIT A1

STATEMENT OF WORK ATTACHMENTS

FOR

**ONLINE AUCTIONS OF TAX DEFAULTED
PROPERTY SERVICES**

EXHIBIT A1

SOW ATTACHMENTS

TABLE OF CONTENTS

STATEMENT OF WORK ATTACHMENTS

Attachment 1	Required Data/Informational Electronic Exchanges
Attachment 2	TTC Online Auction Data File
Attachment 3	Contractor Sold Items Files
Attachment 4	Historical Volumes of Properties Offered for Sale and Sold

TTC ONLINE AUCTION DATA FILE

I. Specification Overview

The record layout is in ASCII format with pipe (|) delimiter.

II. Record and Field References

FIELD NO.	FIELD NAME	MAX. FIELD LENGTH	FIELD DEFINITION
1	Group Number	10	The earliest defaulted parcel Assessor Identification Number
2	Group ID Year	4	Assessment year for cross reference parcels.
3	AIN	10	The unique ID number assigned to each parcel.
4	Sale Number	5	The ID number assigned to identify the auction.
5	Item Number	5	STPTS Item Number
6	Newspaper District Number	4	STPTS Newspaper District
7	Land Value	13	Land Value
8	Improvement Value	13	Improvement Value
9	TRA	5	Tax Rate Area
10	Minimum Bid	11	STPTS Minimum Bid
11	Location	21	Property Location
12	Property Address 1 (Situs)	32	Situs Street Address. If Situs Address not available - "VACANT LOT"
13	Property Address 2 (Situs)	32	Situs City, State and Zip
14	Assessment Year	4	The year in which the property value is assessed
15	Legal Descriptions 1-171 lines	40	Legal Descriptions for AIN

CONTRACTOR SOLD ITEMS FILES

Vesting File Specification

FIELD NAME	START POSITION	END POSITION	LENGTH	FIELD DEFINITION
Vesting Number	1	5	5	5-digit number with leading zeros
Name Line 1	6	37	32	
Name Line 2	38	69	32	
Address	70	101	32	
City	102	133	32	
State	134	135	2	2 character state
Zip	136	144	9	5-digit zip with optional 4-digit code or trailing blanks
Phone	145	154	10	10-digit phone number
Legal Title	155	155	1	
Description	156	305	150	Required if Legal Title is "Other"
Auction ID	306	310	5	4-digit year + A, B, C, etc.

Sold Item File Specification

FIELD NAME	START POSITION	END POSITION	LENGTH	FIELD DEFINITION
Vesting Number	1	5	5	5-digit number with leading zeros
Item Number	6	10	5	5-digit number with leading zeros
Purchase Price	11	22	12	Leading blanks with 2 decimal places
Auction ID	23	27	5	4-digit year + A, B, C, etc.
Sale Date	28	35	8	YYYYMMDD

HISTORICAL VOLUMES OF PROPERTIES OFFERED FOR SALE AND SOLD

Auction Date	Auction Name	Properties Offered	Properties Pulled	Properties Sold	Percentage Sold
December 2022	2022C Online Sealed Bid	91	0	25	27%
November 2022	2022B Online Follow-Up	247	0	120	49%
October 2022	2022B Online	560	10	314	56%
May 2022	2022A Online Follow-Up	411	0	130	32%
April 2022	2022A Online	688	30	254	37%
2020-2021	Postpone Sale	-	-	-	-
December 2019	2019A Online Follow-Up	157	0	92	59%
October 2019	2019A In Person	564	8	361	64%
August 2019	2019C In Person Sealed Bid	48	0	23	48%
June 2019	2019B Online	784	40	274	35%
December 2018	2018A Online Follow-Up	235	0	130	55%
October 2018	2018 In Person	686	5	343	50%
August 2018	2018B Online	935	65	324	35%
May 2018	2018C In Person Sealed Bid	58	0	56	97%
December 2017	2017A Online Follow-Up	152	0	88	58%
October 2017	2017A In Person	510	10	336	66%
August 2017	2017B Online	532	48	310	58%
May 2017	2017C In Person Sealed Bid	69	0	37	54%

EXHIBIT A2

STATEMENT OF WORK EXHIBITS

FOR

**ONLINE AUCTIONS OF TAX DEFAULTED PROPERTY
SERVICES**

EXHIBITS

- 1 Contract Discrepancy Report
- 2 Performance Requirements Summary Chart

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

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY or PROBLEMS:

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

**STATEMENT OF WORK
EXHIBIT 2**

PERFORMANCE REQUIREMENTS SUMMARY CHART

CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 7.5 Notice of Personnel Changes	Notify the Department of Treasurer and Tax Collector (TTC) of changes in Contract Administration staff, with resume, within five business days.	None	Inspection and observation	\$50 per day that notification is late.
Subparagraph 7.6 Approval of Contractor's Employees	Immediate removal of unacceptable Contract personnel.	One business day	Complaints, inspection, and observation	\$100 per occurrence of non-removal.
Subparagraph 7.8 Background and Security Investigations	Ensure staff undergo background checks before servicing the Contract.	None	Complaints, inspection, and observation	\$500 per incident of staff member noncompliance.
	Notify the TTC of the names of staff and dates fingerprinted.	None	Inspection, and observation	\$25 per incident of staff member noncompliance.

**STATEMENT OF WORK
EXHIBIT 2**

PERFORMANCE REQUIREMENTS SUMMARY CHART

CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 7.9 Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided to the TTC before servicing the Contract.	None	Review of reports; complaints	\$100 per day per staff member when form is not signed.
	Maintain the confidentiality of all records and information.	None	Observation; complaints	\$1,000 per unauthorized release of information.
Subparagraphs 8.24 General Provisions for all Insurance Coverage and Subparagraph 8.25 Insurance Coverage	Maintain required insurance policies and provide evidence of coverage to the TTC.	None	Receipt and review of insurance information	\$100 per day of lapsed coverage, and/or termination of Contract.
Subparagraph 8.37 Publicity	Obtain County's advanced written permission to use County's name in advertisements.	None	Complaints, inspection, and observation	\$500 per occurrence of unpermitted use of the County/TTC name and/or logo in advertising, and possible termination of Contract.

**STATEMENT OF WORK
EXHIBIT 2**

PERFORMANCE REQUIREMENTS SUMMARY CHART

CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 8.38 Record Retention and Inspection-Audit Settlement	Contractor to maintain all documents as specified in Subparagraph 8.38.	One business day	Inspection of files	\$50 per occurrence of failure to produce required documents upon demand.
Subparagraph 8.40 Subcontracting	Contractor must not subcontract any work.	None	Inspection and observation	\$500 per occurrence and possible Termination for Default.

**STATEMENT OF WORK
EXHIBIT 2**

PERFORMANCE REQUIREMENTS SUMMARY CHART

STATEMENT OF WORK				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 3.1.1 Online Auction Website Uptime	The Contractor's Online Auction website must be completely functional for uptime in accordance with Subparagraph 3.1.1.1.	None	Complaints, Inspection, and/or Observation	\$10 per minute of downtime beyond the downtime allowed in Statement of Work (SOW) Subparagraph 3.1.1.1.
	The Contractor's Online Auction website must be completely functional for uptime in accordance with Subparagraph 3.1.1.2.	None	Complaints, Inspection, and/or Observation	\$100 per hour of downtime beyond the downtime allowed in SOW Subparagraph 3.1.1.2.
Subparagraph 3.2 Online Auction Process	The Contractor must develop Web-Based and Traditional Marketing plans in accordance to Subparagraph 3.2.1.	None	TTC not receiving the marketing plan 60 days prior to an Online Auction; complaints	\$1,000 per occurrence plus \$100 per day until corrected.
	The Contractor must send communication via email to Bidders upon the occurrence of any of the events listed in 3.2.3.	None	Complaints	\$50 per occurrence of failure to send a required email communication.

**STATEMENT OF WORK
EXHIBIT 2**

PERFORMANCE REQUIREMENTS SUMMARY CHART

STATEMENT OF WORK				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 3.4 Pre-Qualification/ Registration of Bidders	The Contractor must structure its Website to provide for Bidder Acknowledgement pursuant to SOW Subparagraph 3.4.1 and 3.4.1.1 through 3.4.1.3.	None	Complaints, Inspection, and/or Observation	\$100 per occurrence of failure to require Bidders to acknowledge receipt of information described in SOW Subparagraph 3.4.1.1 through 3.4.1.3.
Subparagraph 3.4 Pre-Qualification/ Registration of Bidders	Contractor's Website must have the functionality delineated in SOW Subparagraph 3.4.1.1 through 3.4.1.3.	None	Complaints, Inspection, and/or Observation	\$100 per occurrence of failure to structure Website to meet one or more of the requirements of SOW Subparagraph 3.4.1.1 through 3.4.1.3.
	The Contractor must structure its Website to provide for detecting and barring banned bidders pursuant to SOW Subparagraph 3.4.2.	None	Complaints, Inspection, and/or Observation	\$100 per occurrence of failure to detect and bar a banned Bidder.

**STATEMENT OF WORK
EXHIBIT 2**

PERFORMANCE REQUIREMENTS SUMMARY CHART

STATEMENT OF WORK				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
	Contractor's Website must have the functionality delineated in SOW Subparagraph 3.4.3.	None	Complaints, Inspection, and/or Observation	\$100 per occurrence of failure to structure Website to meet one or more of the requirements of SOW Subparagraph 3.4.3.
Subparagraph 3.5 Online Auction Guidelines/Terms and Conditions	Contractor's Website must have the functionality delineated in SOW Subparagraph 3.5.1.6 through 3.5.1.8.	None	Complaints, Inspection, and/or Observation	\$100 per occurrence of failure to structure Website to meet one or more of the requirements of SOW Subparagraph 3.5.1.6 through 3.5.1.8.
Subparagraph 3.9 Refunds	The Contractor must refund unused bidder's deposit within ten business days of the close of auction.	None	Receipt and review of auction reports	\$50 per bidder per day refund is not issued within the specified time.

**STATEMENT OF WORK
EXHIBIT 2**

PERFORMANCE REQUIREMENTS SUMMARY CHART

STATEMENT OF WORK				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 3.10 Payments	The Contractor must transfer to the TTC corresponding proceeds within ten business days or an approved timeframe of close of auction.	None	Receipt and review of auction proceeds	\$50 per property, per day transfer is not made; possible Termination for Default.
Subparagraph 3.10.1.1 and 3.10.1.2 Payments	The Contractor must transfer to the TTC the correct total full purchase price for each sold property within ten business days or an approved timeframe at the close of auction.	None	Receipt and review of auction proceeds	\$50 per property, per day, that the correct total full purchase price for each sold property is not transferred and possible Termination for Default for failure to meet one or more of the requirements of SOW Subparagraph 3.10.1.1 and 3.10.1.2.
Subparagraph 3.12 Sale Information Data Files	The Contractor must capture and report Tax Deed data in a format acceptable to the TTC.	None	Inspection and review of Tax Deed data reports	\$50 per parcel.

**STATEMENT OF WORK
EXHIBIT 2**

PERFORMANCE REQUIREMENTS SUMMARY CHART

STATEMENT OF WORK				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 4.0 Reports	The Contractor must make available Online Auction daily activity and comprehensive reports, and Post-Online Auction Status Reports within five days after the final settlement date.	None	Receipt and review of reports	\$1,000 each day late.
Subparagraph 6.0 Quality Control Plan	The Contractor must establish and maintain a written Quality Control Plan.	None	Receipt and review of Plan	<ul style="list-style-type: none"> • \$100 per day late. • \$500 if Plan is incomplete.
Subparagraph 8.1 Meetings	A Contractor's representative must attend scheduled meetings.	None	Attendance	\$100 per occurrence of failure to attend scheduled meetings.

COMMISSION RATE SCHEDULE



EXHIBIT B - COMMISSION RATE SCHEDULE

COMMISSION RATE (FLAT FEE FOR EACH PROPERTY SOLD)
\$ 100

Contractor's commission rate must be a flat fee for each property sold. Contractor's commission rate must remain firm and fixed for the term of the contract, inclusive of any renewal options exercised by the County pursuant to Subparagraph 4.0, Term of Contract, of the Contract.

Contractor will not charge any other fees to the Bidders including registration fees, fees for deposit processing, or any other fee or cost to the Bidders.

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION**CONTRACT NO.** _____**COUNTY'S CONTRACT ADMINISTRATOR:**

Name: Nichole Alcaraz
Title: Operations Chief
Address: 225 North Hill Street, Room 130
Los Angeles, CA 90012
Telephone: (213) 974-0070
Facsimile: (213) 680-3648
Email Address: nalcaraz@ttc.lacounty.gov

COUNTY'S CONTRACT MANAGER:

Name: Michael McComas
Title: Assistant Operations Chief
Address: 225 North Hill Street, Room 130
Los Angeles, CA 90012
Telephone: (213) 584-1175
Facsimile: (213) 680-3648
Email Address: mmccomas@ttc.lacounty.gov

COUNTY'S ALTERNATE CONTRACT MANAGER:

Name: Son Leao
Title: Chief, Tax Services
Address: 225 North Hill Street, Room 130
Los Angeles, CA 90012
Telephone: (213) 584-1225
Facsimile: (213) 680-3648
Email Address: sleao@ttc.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name: Son Leao
Title: Chief, Tax Services
Address: 225 North Hill Street, Room 130
Los Angeles, CA 90012
Telephone: (213) 584-1225
Facsimile: (213) 680-3648
Email Address: sleao@ttc.lacounty.gov

COUNTY'S ADMINISTRATION

COUNTY'S CONTRACTS' SECTION – CONTRACT MONITOR:

Name: Seeta Azizi
Title: Contract Monitor
Address: 500 West Temple Street, Room 464
Los Angeles, CA 90012
Telephone: (213) 584-1303
Facsimile: (213) 687-4857
Email Address: sazizi@ttc.lacounty.gov

CHIEF INFORMATION SECURITY OFFICER:

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

CHIEF PRIVACY OFFICER:

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

COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO):

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

COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO):

Name: Chamnan So
Title: Departmental Information Security Officer
Contract Exhibits
Online Auctions of Tax Defaulted Property

COUNTY'S ADMINISTRATION

Address: 500 West Temple Street, Room 409

Los Angeles, CA 90012

Telephone: (213) 584-1406

Email Address: csso@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACT NO. _____

CONTRACTOR'S CONTRACT ADMINISTRATOR:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Facsimile: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

CONTRACTOR'S CONTRACT MANAGER:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Facsimile: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

CONTRACTOR'S ALTERNATE CONTRACT MANAGER:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Facsimile: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

CONTRACTOR'S FINANCIAL MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.
Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.
Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.
Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

NON-IT CONTRACTS

- F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

- F2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

Non-Employee Name: Click or tap here to enter text.

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

**ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.**

**1.877.222.9723
BabySafeLA.org**

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



BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
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- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

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- A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

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2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to [Section 2.206.060.A.14](#) of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

INFORMATION SECURITY AND PRIVACY REQUIREMENTS



INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Exhibit to the Statement of Work “Information Security, and Privacy Requirements Exhibit,” (“Exhibit I”) sets forth in detail the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable State or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Contractor shall establish all Information Security, and Privacy Requirements within ten business days prior to the Effective Date of the Contract and maintain all Information Security and Privacy Requirements throughout the entire Contract term.

These requirements and procedures contained in this “Exhibit I” are incorporated by reference into the Terms and Conditions of the Contract and constitute a minimum standard for Information Security and Privacy Requirements in conjunction with the requirements of the Contract between the County and Contractor (the “Contract”). It is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise all measures pertaining to any ongoing Threats and Risks. Failure to comply with the minimum Information Security and Privacy Requirements set forth in this “Exhibit I” herein incorporated by reference into the Terms and Conditions of the Contract shall constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. The Terms and Conditions of the Contract shall govern and control unless stated otherwise in the Contract.

1. DEFINITIONS

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

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

used to create an organization's Information Security Program as formally expressed by its top management.

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures shall be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure

operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

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

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training shall be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Contractor's Privacy Program shall include:

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

3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential."
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract,

the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use,” “Confidential,” or “Restricted” as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 13 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. SUBCONTRACTORS AND THIRD PARTIES

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

The Contractor shall obtain advanced approval from the Treasurer and Tax Collector in conjunction with the approval of County’s Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

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

9. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

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

10. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 13 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes back-ups to removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such back-ups shall be encrypted in compliance with the encryption requirements noted above in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Contract Administrator or Contract Manager in writing; and (ii) if transferred using removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the

County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

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

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 13 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information has been eradicated from such hardware and/or media using industry best practices as discussed in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. SECURITY AND PRIVACY INCIDENTS

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

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within 24 hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone to the individuals listed on Exhibit D, County's Administration.
- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the

Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

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

14. NON-EXCLUSIVE EQUITABLE REMEDY

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

15. AUDIT AND INSPECTION

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

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow-up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure

or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

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

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

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