



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: September 11, 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:
AWARD 22 JOB ORDER CONTRACTS FOR MAINTENANCE, REPAIR, REMODELING, AND REFURBISHMENT OF COUNTY INFRASTRUCTURE AND FACILITIES; ADOPT AND ADVERTISE VARIOUS SPECIFICATIONS
ISD/CEO-CP – Thomas DeSantis, P&PM Division Manager

- B) Board Letter:
ADOPTION OF ORDINANCES AMENDING VARIOUS CHAPTERS OF TITLE 2 – ADMINISTRATION – OF THE LOS ANGELES COUNTY CODE
ISD – Thomas DeSantis, P&PM Division Manager

- C) Board Letter:
APPROVAL OF SOLE SOURCE AMENDMENT NUMBER EIGHT TO EXTEND THE EXISTING AGREEMENT NUMBER 77676 WITH NETSMART TECHNOLOGIES, INC.
DMH/CIO – Crystal Kibby, DMH, Executive Assistant and Mark Cheng, Departmental Chief Information Officer II

- D) Board Letter:
CONTRACT FOR GOVERNMENT PROCUREMENT SOFTWARE SOLUTION AND SUPPORT SERVICES
LACDA/CIO – Cesar Delgado, LACDA, IT Manager and Deanna Tantraphol, Procurement Officer

4. PRESENTATION ITEM(S):

- A) 2024-2025 SUPPLEMENTAL CHANGES BUDGET PRESENTATION - OPERATIONS

5. ADJOURNMENT

UPCOMING ITEM(S) FOR SEPTEMBER 18, 2024:

- A) CEO/RE – DELEGATED AUTHORITY TO CHIEF EXECUTIVE OFFICER TO EXERCISE OPTIONS TO EXTEND OR RENEW LEASES AND APPROVAL OF FIVE-YEAR LEASE HEALTH SERVICES
5701 SOUTH EASTERN AVENUE, COMMERCE

- B) CEO/CLASS – COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS

- C) DHS/CIO – AUTHORIZE THE ACQUISITION OF THE DELL CYBER RECOVERY EXPANSION FOR DEPARTMENT OF HEALTH SERVICES
FISCAL YEAR 2024-25

- D) PROBATION/CIO – ADVANCED NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH CATALIS TO UPGRADE THE PROBATION CLIENT KIOSK REPORT-IN SYSTEM

- E) LACoFD/CIO – REQUEST TO AUTHORIZE THE USE OF THE INFORMATION TECHNOLOGY INFRASTRUCTURE FUND FOR THE ACQUISITION OF CRITICAL COMMUNICATION EQUIPMENT AND APPROVAL OF AN APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2024-25

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	9/11/2024	
BOARD MEETING DATE	9/24/2024	
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	
SUBJECT	Award 22 Job Order Contracts for Maintenance, Repair, Remodeling, and Refurbishment of County Infrastructure and Facilities	
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: N/A	Funding source: N/A
	TERMS (if applicable):	
	Explanation: Maintenance, repair, refurbishment, remodeling, and alteration work will be funded through the appropriate maintenance, capital, refurbishment, or infrastructure project budgets. JOC agreements cross fiscal years, and the request from this board letter will support the needs in FY 2024-25 and FY 2025-26.	
PURPOSE OF REQUEST	This action is to make necessary environmental findings; approve and adopt two Job Order Contract unit price books from Job Order Contract Consultants: Cannon/Parkin, Inc., dated June 17, 2024, and The Gordian Group, Inc., dated August 2024; advertise for bids to be received; approve and authorize the Director of Internal Services Department, or designee, to award and execute 22 separate Job Order Contracts to the lowest responsive and responsible bidders; and approve the issuance of Work Orders.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed 22 JOCs will be utilized by the Program and Project Management Division of ISD Operations Services to complete Facility Reinvestment Program (FRP) projects and Client Department Funded (CFP) capital, maintenance, and renovation projects.	
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: Thomas DeSantis, P&PM Division Manager, (323) 267-3467, TDesantis@isd.lacounty.gov	



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

MICHAEL OWH
Director

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Speed. Reliability. Value.

September 24, 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:

**AWARD 22 JOB ORDER CONTRACTS
FOR MAINTENANCE, REPAIR, REMODELING, AND REFURBISHMENT
OF COUNTY INFRASTRUCTURE AND FACILITIES
ADOPT AND ADVERTISE VARIOUS SPECIFICATIONS
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

This action is to make necessary environmental findings; approve and adopt two Job Order Contract unit price books from Job Order Contract Consultants: Cannon/Parkin, Inc., dated June 17, 2024, and The Gordian Group, Inc., dated August 2024; advertise for bids to be received; approve and authorize the Director of Internal Services Department, or designee, to award and execute 22 separate Job Order Contracts to the lowest responsive and responsible bidders; and approve the issuance of Work Orders.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the adoption of the two Job Order Contract unit price books from Cannon/Parkin, Inc., dated June 17, 2024, and The Gordian Group, Inc., dated August 2024, approval for advertisement for bids, the proposed award of Job Order Contracts, and related recommended actions are not a project under the California Environmental Quality Act, and that issuance of Work Orders for projects that have previously been determined to be exempt from the California Environmental Quality Act are within the scope of the previous exemption findings under the California Environmental Quality Act, for the reasons stated in this letter and in the record of the proposed action.

2. Approve and adopt The SimpleBid Book Job Order Contracting Unit Price Catalog prepared by Cannon/Parkin, Inc., dated June 17, 2024.
3. Approve and adopt the Job Order Contract Construction Task Catalog and Specifications prepared by The Gordian Group, Inc., dated August 2024.
4. Instruct the Executive Officer of the Board to advertise for bids to be received by 3 p.m. Pacific Time on November 5, 2024, and Internal Services Department to publicly open bids on October 23, 2024, using Cannon/Parkin, Inc.'s SimpleBid Job Order Contract System, for 10 separate Job Order Contracts (FIREJOC1, FIREJOC2, FIREJOC3, LVJOC6, LVJOC7, LVJOC8, FJOC3, FJOC4, PAINTJOC1, and PAINTJOC2), in accordance with the Notice Inviting Bids.
5. Instruct the Executive Officer of the Board to advertise for bids to be received by 3 p.m. Pacific Time on November 5, 2024, and Internal Services Department to publicly open bids on October 23, 2024, using The Gordian Group, Inc.'s Job Order Contract System for 12 separate Job Order Contracts (JOC203, JOC204, GEJOC205, HVACJOC32, HVACJOC33, ROOFJOC18, ROOFJOC19, EJOC61, EJOC62, PLUMBJOC12, AAJOC1, and AAJOC2), in accordance with the Notice Inviting Bids.
6. For each of the 22 Job Order Contracts, authorize the Director of Internal Services Department, or designee, to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; and to waive inconsequential and non-material deficiencies in bids submitted, in accordance with the bid specifications.
7. Approve and authorize the Director of Internal Services Department, or designee, to award and execute three (3) general and 19 specialty Job Order Contract agreements: two (2) heating, ventilating, and air conditioning, two (2) roofing, two (2) electrical, one (1) plumbing, two (2) asbestos abatement, three (3) fire protection, three (3) low voltage, two (2) flooring, and two (2) painting in the form previously approved by County Counsel, and to establish the effective date following receipt of approved Faithful Performance and Payment for Labor and Materials Bonds and evidence of the required insurance by the contractors. Agreements JOC203, JOC204, GEJOC205, HVACJOC32, HVACJOC33, ROOFJOC18, ROOFJOC19, EJOC61, EJOC62, PLUMBJOC12, AAJOC1, and AAJOC2 are each for a not-to-exceed amount of \$5.7 million. Agreements FIREJOC1, FIREJOC2, FIREJOC3, LVJOC6, LVJOC7, LVJOC8, FJOC3, FJOC4, PAINTJOC1, and PAINTJOC2 are each for a not-to-exceed amount of \$2 million. The aggregate not-to-exceed amount of the 22 Job Order Contracts is \$88,400,000.
8. For each of the 22 Job Order Contracts, authorize the Director of Internal Services Department, or designee, to issue Work Orders for projects that are not subject to the State Public Contract Code, including maintenance work, as applicable, in an amount not-to-exceed \$330,000 per Work Order, subject to the limitation that the aggregate amount of all Work Orders issued under a particular Job Order Contract does not exceed the \$5,700,000 contract amount of the Job Order Contract for agreements JOC203, JOC204, GEJOC205, HVACJOC32, HVACJOC33, ROOFJOC18, ROOFJOC19, EJOC61, EJOC62, PLUMBJOC12, AAJOC1, and AAJOC2, and \$2 million for agreements FIREJOC1, FIREJOC2, FIREJOC3, LVJOC6, LVJOC7, LVJOC8, FJOC3, FJOC4, PAINTJOC1, and PAINTJOC2. For all Work Orders in excess of \$150,000 on

projects that are not subject to the State Public Contract Code, the Board will be notified, one week in advance, with a Board memo.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will make necessary findings under the California Environmental Quality Act (CEQA); adopt two Job Order Contracts (JOCs) Unit Price Books from JOC Consultants: Cannon/Parkin, Inc., dated June 17, 2024, and The Gordian Group, Inc., dated August 2024; advertise for bids to be received and opened for 22 JOCs; authorize the Director of Internal Services Department (ISD), or designee, to determine that a bid is nonresponsive and to reject a bid on that basis, including the authority to waive inconsequential and nonmaterial deficiencies, award and execute 22 JOC agreements, and issue corresponding JOC Work Orders for projects that are within the scope of previous findings of exemption under CEQA.

JOC is a competitively procured, flexible, cost-effective unit price contracting method used by ISD to accomplish maintenance, repair, refurbishment, remodeling, and alteration of County infrastructure and facilities without extensive plans and specifications. The State Public Contract Code (PCC) provides that JOCs are annual contracts that may be awarded for repair, refurbishment, remodeling, or other repetitive work but not for new construction. The JOC delivery method reduces administrative requirements and lowers direct construction costs while meeting all Federal, State, and County procurement requirements. The recommended JOCs will augment ISD's ability to effectively maintain, repair (including emergency repairs), refurbish, and remodel County infrastructure and facilities.

The proposed 22 JOCs will be utilized by the Program and Project Management Division of ISD Operations Services to complete Facility Reinvestment Program (FRP) projects and Client Department Funded (CFP) capital, maintenance, and renovation projects. For purposes of clarification on the approval processes discussed herein, FRP projects are approved by the Board of Supervisors (Board) by "Cohort", in which multiple projects are recommended for approval within a single Board letter to provide a program view. CFP funded projects are recommended for approval as individual Board letters for individual projects as departments tend to fund them one at a time.

ISD will utilize Board-approved, as-needed consultants for design/engineering services to augment JOC Work Orders. JOCs and in-house crafts (subject to the "Force Account" limits set forth in the State PCC) will be utilized to complete maintenance, repair, refurbishment, remodeling, and alteration projects. ISD will obtain the necessary jurisdictional approvals as required, for the proposed projects.

In addition to the FRP projects, all other proposed work for projects costing less than the statutory "Force Account" limit of \$50,000 will be performed by in-house crafts staff, except in circumstances such as timeline conflicts, capacity, project complexity etc., that would require ISD to use a contractor. Of the 71 FRP projects in Cohorts 3 and 4, ISD is delivering 62. Of the 268 ISD projects in FRP, ISD in-house crafts is currently delivering (in whole or in part) 28 projects, or 10 percent of the projects.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan: North Star 1: Make Investments that transform lives, Focus Area Goal B. Employment and Sustainable Wages, Strategy iii. Job Creation; North Star 2: Foster vibrant and resilient communities, Focus Area Goal E. Economic Health, Strategy ii. Small Businesses; and North Star 3: Realize tomorrow's government today, Focus Area Goal G. Internal Controls and Processes, Strategy ii. Manage and Maximize County Assets by investing in public infrastructure, continually assessing our efficiency and effectiveness, maximizing and leveraging our resources, and holding ourselves accountable.

In an effort to provide opportunities for Community Based Enterprise (CBE) and Small Business Enterprises, a \$2 million dollar contract value was established for Agreements FIREJOC1, FIREJOC2, FIREJOC3, LVJOC6, LVJOC7, LVJOC8, FJOC3, FJOC4, PAINTJOC1, and PAINTJOC2. This lower contract value is an opportunity for CBEs, Small Business Enterprises, and other historically underutilized contractors to participate in County procurements and become familiar with Job Order Contracting.

To increase its contractor pool, ISD launched an outreach program in the Spring of 2024. This outreach program consists of a team comprised of staff assigned to targeted matchmaking events. At these events, the team registers contractors into the County vendor portal, represents the County's many contracting opportunities, and provides access to resources and a point of contact for interested parties. The program also interfaces with and markets to contractor associations such as the Construction Contractors Alliance, BuildOUT California, National Association of Women in Construction, U.S. Minority Contractors Association, National Hispanic Construction Association of California, Asian American Contractors & Professionals Association, Rainbow Chamber of Commerce, and others.

Bonding assistance, provided by Merriwether & Williams Insurance Services, is offered at no charge to participating contractors. The Contractor Development and Bonding Program (CDBP) offers various services such as business assessments, workshops and training for business development, and cost subsidies in an effort to help contractors grow in bonding capacity and performance which enables them to be more capable in bidding and performing successfully on County contracts.

The JOC contracts will include the requirement for the contractors to prepare and submit a comprehensive annual Community Based Enterprise (CBE) and Preference Program Enterprise (PPE) Subcontracting Plan that outlines their commitment to achieve 25% CBE and PPE (certified by Los Angeles County) subcontracting utilization under the Contract, along with a quarterly CBE and PPE Utilization Report to ISD. This will ensure that work for JOCs is more equitably awarded (through subcontracting) to the County's vendor community, specifically its Local Small Business Enterprises (LSBE), Social Enterprises (SE), Disabled Veterans Business Enterprises (DVBE), and Community Based Enterprises (CBE).

FISCAL IMPACT/FINANCING

Maintenance, repair, refurbishment, remodeling, and alteration work will be funded through the appropriate maintenance, capital, refurbishment, or infrastructure project budgets. JOC agreements cross fiscal years, and the request from this board letter will support the needs in FY 2024-25 and FY 2025-26. The remaining of the current \$159.60M JOC capacity that will be available for FY2024-25 is \$120.04M. The additional capacity of \$88.40M being requested in this board letter is necessary to

support the needs that exist beyond our current capacity available for FY 2024-25, with the remaining balance to roll over to support the needs in FY 2025-26. ISD has included \$159.60M appropriations for JOC in the department's FY2024-25 budget request. Sufficient appropriations will be requested by ISD in the FY 2025-26 annual budget process. ISD will only incur JOC expenditures to the extent that they are offset through the Chief Executive Office or County departments, and within available appropriation. There are no minimum obligations on these contracts.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board's Civic Art Policy, last amended on August 4, 2020, is exempt from allocation to the proposed contracts as this action does not approve any specific capital improvement or refurbishment project. Individual projects will be evaluated to determine applicability to the Board's Civic Art Policy.

For each of the 22 JOCs, the Director of ISD, or designee, is authorized, under the Los Angeles County Code, Section 2.81.050, and in accordance with the authority provided by PCC sections 20128.5 and 20145, to issue Work Orders for projects that are subject to the PCC, including repair, remodeling and refurbishment work, in an amount not-to-exceed \$330,000 per Work Order, subject to the limitation that the aggregate amount of all Work Orders issued under a particular Job Order Contract does not exceed the \$5,700,000 contract amount of the Job Order Contract for agreements JOC203, JOC204, GEJOC205, HVACJOC32, HVACJOC33, ROOFJOC18, ROOFJOC19, EJOC61, EJOC62, PLUMBJOC12, AAJOC1, and AAJOC2, and \$2 million for agreements FIREJOC1, FIREJOC2, FIREJOC3, LVJOC6, LVJOC7, LVJOC8, FJOC3, FJOC4, PAINTJOC1, and PAINTJOC2.

ISD will seek advance approval from the Board for all repair, remodeling, refurbishment projects that exceed the delegated authority limits set forth in the County Code and/or the County's fiscal manual.

Approval of the recommended actions will authorize the Director of ISD to issue Work Orders for projects that are not subject to the PCC, including maintenance work, as applicable, in an amount not-to-exceed \$5,700,000 per Work Order for agreements JOC203, JOC204, GEJOC205, HVACJOC32, HVACJOC33, ROOFJOC18, ROOFJOC19, EJOC61, EJOC62, PLUMBJOC12, AAJOC1, and AAJOC2, and \$2 million for agreements FIREJOC1, FIREJOC2, FIREJOC3, LVJOC6, LVJOC7, LVJOC8, FJOC3, FJOC4, PAINTJOC1, and PAINTJOC2, subject to the limitation that the aggregate amount of all Work Orders issued under a particular JOC does not exceed the \$5,700,000 contract amount of the JOC for agreements JOC203, JOC204, GEJOC205, HVACJOC32, HVACJOC33, ROOFJOC18, ROOFJOC19, EJOC61, EJOC62, PLUMBJOC12, AAJOC1, and AAJOC2, and \$2 million for agreements FIREJOC1, FIREJOC2, FIREJOC3, LVJOC6, LVJOC7, LVJOC8, FJOC3, FJOC4, PAINTJOC1, and PAINTJOC2.

Pursuant to the Board Motion adopted on October 31, 2017, ISD will provide a Board notification, one week in advance, for all Work Orders more than \$150,000 that are not subject to the State PCC, unless prohibited by law, regulation, or funding source. PCC Section 20128.5 allows an individual JOC to have a single year term and a maximum value of \$5,700,000 per JOC. A 1997 amendment to the State PCC allows annualized increases in the maximum contract value, based on the California Consumer Price Index.

ENVIRONMENTAL DOCUMENTATION

The approval of JOC203, JOC204, GEJOC205, HVACJOC32, HVACJOC33, ROOFJOC18, ROOFJOC19, EJOC61, EJOC62, PLUMBJOC12, AAJOC1, AAJOC2, FIREJOC1, FIREJOC2, FIREJOC3, LVJOC6, LVJOC7, LVJOC8, FJOC3, FJOC4, PAINTJOC1, and PAINTJOC2 and other related actions are not a project under California Public Resources Code section 21065 and are excluded from the definition of a project under Section 15378 (b)(4) and (5) of the State CEQA Guidelines, because they involve the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment or are organizational or administrative activities of government which will not result in direct or indirect physical changes in the environment.

Issuance of Work Orders for previously approved projects not subject to the State PCC are within the scope of the findings of exemption as determined by your Board on May 22, 2019, December 17, 2019, November 30, 2021, and February 7, 2023, for FRP projects. The scope of projects includes alterations, renovations, repair, and refurbishment of existing facilities. The approved work was previously determined to be exempt under Sections 15301 (a),(d), and (l), 15302 (b) and (c), and 15303 of the CEQA Guidelines and Classes 1(c), (d), (h), (i), (j), (l) and (m), 2(a), (b) and (e), and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because the projects involved maintenance and repair of existing facilities and structures with negligible or no expansion of existing use; and replacement of existing facilities or components at the same site with facilities of substantially the same purpose and capacity. There have been no changes to the work previously found to be exempt since the time of approval that require additional findings under CEQA.

Upon the Board's approval of the recommended actions, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Planning and Research in accordance with section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with section 21092.2.

For all other Work Orders that may be issued in the future under the 22 JOCs, the proposed work is similarly anticipated to meet the requirements for categorical exemption under CEQA since the work will consist of the repair and building system replacement projects at County buildings and facilities with negligible or no expansion of use and where replacement facilities or components will have the same purpose and capacity. As Work Orders are proposed under the 22 approved JOCs for work not previously found to be exempt under CEQA, ISD will review each proposed activity and determine whether exemptions apply prior to the issuance of Work Orders. ISD will return to the Board to recommend appropriate CEQA findings and approval of issuance of individual Work Orders for any work which is not exempt, prior to issuance of Work Orders for any such work.

CONTRACTING PROCESS

The Executive Officer of the Board will advertise the JOC invitation for bids in various publications throughout the County of Los Angeles, including hyper-local and ethnic media. Additionally, ISD will post the Invitation for Bids on the County's "Doing Business with the County" website and Vendor Self Service (VSS) Portal, as well as on ISD's Facebook, LinkedIn, Instagram, and Twitter.

The recommended JOCs will be solicited on an open-competitive basis and in accordance with applicable Federal, State, and County requirements. The County will award contracts to the lowest responsive and responsible bidder pursuant to the State PCC.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The use of these JOCs will expedite the completion of maintenance, repair, refurbishment, remodeling, and alteration of County infrastructure and facilities work managed by ISD. Minor impacts to tenant departments may occur while such work is underway. ISD will coordinate with each of the affected departments and the JOC contractors to phase and schedule the work to minimize disruption to facility operations and to maintain public access to the greatest extent possible.

There is no employee impact. JOCs are intended to augment, but not replace the County workforce, and to ensure our ability to respond to emergent requirements.

CONCLUSION

Please return one adopted copy of the board letter to the ISD Operations Services and the Chief Executive Office – Capital Projects Program.

Respectfully submitted,

Michael Owh
Director

MO:ME:TD:sy

Enclosures

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

ENCLOSURE A

**INTERNAL SERVICES DEPARTMENT
AWARD 22 JOB ORDER CONTRACTS
FOR MAINTENANCE, REPAIR, REMODELING, AND REFURBISHMENT
OF COUNTY INFRASTRUCTURE AND FACILITIES
ADOPT AND ADVERTISE VARIOUS SPECIFICATIONS
(ALL DISTRICTS – 3 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper, or ten times in a daily newspaper. However, the first publication must appear at least 10 days prior to the bid opening date. Forward three reprints of this advertisement to the County of Los Angeles, Internal Services Department, Operations Services, Program and Project Management Division, 1100 N. Eastern Avenue, Los Angeles, California 90063.

OFFICIAL NOTICE
INVITING BIDS

Notice is hereby given that Internal Services Department (ISD) will receive electronic bids for furnishings, materials, labor, and equipment required to complete construction for the following 22 separate Job Order Contracts (JOCs):

- GENERAL BUILDING: JOC203, JOC 204
- GENERAL ENGINEERING: GEJOC205
- ASBESTOS ABATEMENT: AAJOC1, AAJOC2
- ELECTRICAL: EJOC61, EJOC 62
- FIRE PROTECTION: FIREJOC1, FIREJOC2, FIREJOC3
- FLOORING: FJOC3, FJOC4
- LOW VOLTAGE SYSTEMS: LVJOC6, LVJOC7, LVJOC8
- HEATING, VENTILATING, AND AIR CONDITIONING (HVAC): HVACJOC32, HVACJOC33
- PAINTING: PAINTJOC1, PAINTJOC2
- PLUMBING: PLUMBJOC12
- ROOFING: ROOFJOC18, ROOFJOC19

Copies of the Solicitation Documents may be downloaded free of charge by visiting the following websites:

- [Doing Business With – Los Angeles County \(lacounty.gov\)](https://doingbusinesswith.lacounty.gov)
- <https://lacovss.lacounty.gov/webapp/vsspsrv11/altselfservice>

JOC203, JOC204, GEJOC205, HVACJOC32, HVACJOC33, ROOFJOC18, ROOFJOC19, EJOC61, EJOC62, PLUMBJOC12, AAJOC1, and AAJOC2 will have a one (1) year term and a Maximum Contract Value of \$5,700,000. FIREJOC1, FIREJOC2, FIREJOC3, LVJOC6, LVJOC7, LVJOC8, FJOC3, FJOC4, PAINTJOC1, and PAINTJOC2 will have a one (1) year term and a Maximum Contract Value of \$2,000,000. The contract, if awarded, will be awarded to a responsible contractor with the lowest responsive bid; however, the County reserves the right to reject any and all bids or to waive inconsequential and non-material errors and discrepancies.

Bidders must comply with the provisions of the Bidding Requirements and General Conditions concerning bid guarantee, contract bonds, and insurance requirements. Bidders must possess a valid license, for the applicable JOC, at the time of bid. License requirements for each of the JOCs are summarized below:

Type	Classification	License
General	General Building (JOC203, JOC 204)	B
	General Engineering (GEJOC205)	A
Specialty	Asbestos Abatement (AAJOC1, AAJOC2)	C-22
	Electrical (EJOC61, EJOC62)	C-10
	Fire Protection (FIREJOC1, FIREJOC2, FIREJOC3)	C-16
	Flooring (FJOC1, FJOC2)	C-15
	Low Voltage Systems (LVJOC6, LVJOC7, LVJOC8)	C-7
	Heating, Ventilating and Air-Conditioning (HVACJOC32, HVACJOC33)	C-20
	Painting (PAINTJOC1, PAINTJOC2)	C-33
	Plumbing (PLUMBJOC12)	C-36
	Roofing (ROOFJOC18, ROOFJOC19)	C-39

Bids must be submitted electronically via Los Angeles County’s Vendor Self Service (VSS) portal by 3 p.m. Pacific Time (PT) on November 5, 2024, and no bids may be submitted after that date and time. It is the sole responsibility of the submitting Bidder to ensure that its bid is received before the submission deadline. Submitting Bidders shall bear all risks associated with delays. **No hand-delivery, mail-in, facsimile (fax), or electronic mail (e-mail) copies will be accepted.** The bids must be submitted on the bid forms included in the Bidder’s Instructions. The bids shall be opened publicly on November 6, 2024 at 1:00 p.m., via MS Teams. To receive the Microsoft Teams (MS Teams) link Bid Opening, please contact: jocsolicitation@isd.lacounty.gov.

- To submit a bid, Bidders must be registered with the VSS portal at: <https://lacovss.lacounty.gov/webapp/vsspsrv11/altselfservice>

- For VSS registration, please refer to the Vendor Help Guide at: <https://lacovss.lacounty.gov/LoginExternal/Forms/VendorHelpGuideMenu.pdf>
- For technical assistance, please contact the ISD eCAPS Help Desk at: edl-eproc_func@isd.lacounty.gov

All questions about the meaning or intent of the Solicitation Documents shall be submitted to the County in writing, via email, at jocsolicitation@isd.lacounty.gov. Questions shall be answered via a formal written Addendum issued by ISD. Questions must be received by October 25, 2024. Only questions answered by formal written Notice will be binding. Oral and other interpretations or clarifications will be without legal effect.

ISD will hold a **single mandatory pre-bid conference** on-line via MS Teams for all the listed JOCs at 10:00 a.m. on October 18, 2024, to provide information on the JOC, bidding process, and answer any questions that potential Bidders may have. It is **required** that the pre-bid conference be attended by the president/owner of the bidding organization or by a duly appointed and documented in writing designee of each Bidder. In the County's sole discretion, failure to comply with this requirement may be a basis to reject the bid as nonresponsive. To pre-register and receive the MS Teams link for the pre-bid conference, please contact: jocsolicitation@isd.lacounty.gov.

OTHER INSTRUCTIONS

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the State Public Contract Code, relating to contracting with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical errors and discrepancies in bids submitted in the public's interest.

Si necesita información en español, por favor llame al telefono (323) 267-2344.



Upon 72 hours' notice, ISD can provide program information and publication in alternate formats or make other accommodations for people with disabilities. In addition, program documents are available at our office in Los Angeles (1100 N. Eastern Avenue, Los Angeles), which is accessible to individuals with disabilities. To request accommodations ONLY, or for more ADA information, please contact our departmental ADA Coordinator at (323) 881-4599 or (323) 267-2445, Monday through Thursday, from 7:00 a.m. to 5:30 p.m.



Con 72 horas de notificación, ISD puede proporcionar información y publicaciones sobre el programa y formas alternas o hacer otras comodidades para gente incapacitada. Además, documentación sobre el programa está disponible en nuestra oficina principal en Los Angeles (1100 N. Eastern Avenue, Los Angeles) lo cual es accesible para individuos con incapacidades. Para solicitar comodidades SOLAMENTE, o para mas información del ADA, pongase en contacto con nuestro Coordinador del ADA del departamento al (323) 881-4599 or (323) 267-2432, de Lunes a Jueves de 7:00 a.m. a 5:30 p.m.

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated July 23, 2024.

EDWARD YEN, EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	9/11/2024	
BOARD MEETING DATE	9/24/2024	
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	
SUBJECT	Adoption of Ordinances Amending Various Chapters of Title 2 – Administration – of the Los Angeles County Code	
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:	Funding source:
	N/A	N/A
	TERMS (if applicable):	
Explanation: There will be no additional costs to the County resulting from approval of the proposed ordinance amending various Chapters of Title 2 - Administration – of the Los Angeles County Code. The implementation of the proposed ordinance will reduce time and administrative costs required to provide construction related services resulting in overall cost savings to the County.		
PURPOSE OF REQUEST	This action is to adopt proposed ordinances amending various Chapters of Title 2 - Administration - of the Los Angeles County Code.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Adoption of the ordinances referenced above will establish procedures regarding the delegation of authority to the Director to enter into contracts for architectural, engineering, and related services where the amount of the contract does not exceed \$330,000; establish procedures regarding the delegation of authority to the Director to amend contracts entered into by the Board of Supervisors for architectural, engineering, and related services; to delegate authority to the Director to award construction contracts up to a monetary cap of \$330,000 and to take other actions related thereto; delegate authority to the Director to amend construction contracts awarded by the Board and to take other actions related thereto; and update and clarify certain terms used in the provisions of this Chapter and to make other necessary formatting and editorial changes.	
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: Thomas DeSantis, P&PM Division Manager, (323) 267-3467, TDesantis@isd.lacounty.gov	



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

Michael Owh
Director

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

Speed. Reliability. Value.

September 24, 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:

**ADOPTION OF ORDINANCES AMENDING VARIOUS CHAPTERS OF
TITLE 2 – ADMINISTRATION – OF THE LOS ANGELES COUNTY CODE
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to adopt proposed ordinances amending various Chapters of Title 2 - Administration - of the Los Angeles County Code.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions, which approve the introduction and adoption of proposed ordinances, are not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter and in the records of the proposed activities.
2. Approve for introduction an ordinance amending Chapter 2.81 of Title 2 – Administration – of the Los Angeles County Code (Attachment A) , to establish procedures regarding the delegation of authority to the Director to enter into contracts for architectural, engineering, and related services where the amount of the contract does not exceed \$330,000; to establish procedures regarding the delegation of authority to the Director to amend contracts entered into by the Board of Supervisors for architectural, engineering, and related services; to delegate authority to the Director to award low-bid construction contracts up to a monetary cap of \$330,000, and to take other actions related thereto; to delegate authority to the Director to amend low-bid construction contracts awarded by the Board, to confirm the Director's authority to make findings of exemption under CEQA as appropriate, and to include authority to the Director to find that activities under the ordinance are within the scope of environmental documents previously approved by the

Board under the provisions of CEQA, and to take other actions related thereto; and to update and clarify certain terms used in the provisions of this Chapter and to make other necessary formatting and editorial changes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the introduction and adoption of proposed ordinances are not a project under the California Environmental Quality Act (CEQA).

Adoption of the ordinances referenced above will establish procedures regarding the delegation of authority to the Director to enter into contracts for architectural, engineering, and related services where the amount of the contract does not exceed \$330,000; establish procedures regarding the delegation of authority to the Director to amend contracts entered into by the Board of Supervisors for architectural, engineering, and related services; to delegate authority to the Director to award low-bid construction contracts up to a monetary cap of \$330,000 and to take other actions related thereto; delegate authority to the Director to amend low-bid construction contracts awarded by the Board and to take other actions related thereto; and update and clarify certain terms used in the provisions of this Chapter and to make other necessary formatting and editorial changes.

Background

The Internal Services Department (ISD), with the establishment of the Program and Project Management Division within Operations Services, has successfully implemented and delivered projects under the Facilities Reinvestment Program (FRP). In 2018, the Program was initiated with an initial investment target of \$750 million to be funded over multiple fiscal years with the goal to extend the useful life of County owned assets by replacing existing building systems and equipment that exceeded or were approaching the end of their useful life. This approach reduces overall facility management and maintenance costs, prevents further deterioration of facilities, and avoids premature or catastrophic failure. As part of the implementation of the FRP, ISD has successfully developed new processes and procedures to ensure the most effective delivery of the Program in addition to allowing ISD to deliver larger and more complex projects than in the past.

Until FY17-18, roughly 118 of ISD's annual projects had an average cost of only \$14,457. However, in FY18-19, two important changes took place. First, ISD committed to ensure internal County crafts staff delivered repair, remodeling, refurbishment, or alteration work with monetary value of \$50,000 or less, and within the "Force Account" limitations set forth in the California Public Contract Code (PCC). This shifted much of this smaller work over to the Maintenance Division to deliver using the County workforce. Second, the Facility Reinvestment Program (FRP) was launched, focusing on larger priority repairs needed Countywide. Both factors resulted in the ISD Program & Project Management Division using its capacity to assist the County to focus on larger priority projects that have greater complexity.

Currently, ISD is delivering much larger projects, with an average cost of an FRP project at \$1.02M, and the average cost of a Customer Funded project at \$274,122. This increase in project costs is an indicator that the projects themselves are larger and more complex, which necessitates consideration of additional contracting and delivery methods best suited for each project to ensure the best approach.

Fiscal Year	FRP		CFP		Total	
	Projects	Spend	Projects	Spend	Projects	Total Spend
FY18-19	54	11,899,973	212	20,226,172	266	32,126,145
FY19-20	72	28,299,972	287	25,283,607	359	53,583,579
FY20-21	133	61,894,580	87	16,880,307	220	78,774,887
FY21-22	66	43,802,259	187	22,386,634	253	66,188,893
FY22-23	64	53,129,396	139	38,357,574	203	91,486,970
FY23-24	46	47,058,451	245	67,160,000	291	114,218,451

The County Code currently only authorizes ISD to procure and deliver construction projects by using Job Order Contracts (JOC)s. As further explained below, JOCs have significant statutory limitations and are not suitable for large and complex repair, refurbishment, and modernization projects, or for projects considered new construction.

Therefore, ISD seeks approval for authority to deliver new and/or larger and more complex projects through the low-bid procurement and contracting method. The amendment to the County Code would provide ISD the authority to perform new and small-scale projects that are not suitable to be delivered by JOC.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with County Strategic Plan North Star 3 - Realize Tomorrow’s Government Today, C. Equity Centered Policies & Practices, D. Streamlined & Equitable Contracting & Procurement, F. Flexible & Efficient Infrastructure, and G. Internal Controls & Processes. Furthermore, the proposed ordinances will improve operational efficiencies in providing real estate and construction related services for County initiatives.

FISCAL IMPACT/FINANCING

There will be no additional costs to the County resulting from approval of the proposed ordinance amending various Chapters of Title 2 - Administration – of the Los Angeles County Code.

The implementation of the proposed ordinance will reduce time and administrative costs required to provide construction related services resulting in overall cost savings to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The accompanying ordinances amend various chapters of Title 2 – Administration – of the Los Angeles County Code as follows:

On September 19, 1995, the Board adopted various amendments to the County Code to effectively restructure ISD. In amending County Code Chapter 2.81, the Board, among other things, removed “construction” from the list of services that ISD is authorized to perform for other County departments. However, ISD retained authority under the County Code to perform facility operations, maintenance, and repair services. The County Code authorizes ISD to utilize JOCs to deliver repair, remodeling, refurbishment, and other repetitive type work pursuant to the PCC. A JOC is a fixed-unit-price contracting method utilized to accomplish repair, maintenance, refurbishment, and repetitive construction work on public infrastructure and facilities without extensive plans and specifications. However, the JOC delivery method has many statutory limitations including that a JOC's term is limited to one year. In addition, JOC cannot be used for new construction, and its authority is limited to repair, remodeling, refurbishment, and other repetitive work. Finally, the PCC limits the monetary amount of the JOC agreements, and as such, JOCs are not suitable for larger and more complex projects.

ISD has extensively and continuously evolved since the 1990's. Today ISD is providing a significant increase in value-added delivery of more complex repair, refurbishment, and remodeling of County spaces compared to its historical functions.

Construction Contracts \$330,000 or Less

The purpose of the recommended actions is to amend Title 2 – Administration – of the Los Angeles County Code to add Section 2.81.320 to authorize the Director of ISD to take certain actions relative to construction contracts up to a maximum monetary cap of \$330,000. This authorization includes, but is not limited to, the authority to adopt and advertise plans and specifications, receive bids, allow-substitution of subcontractors, relief of bidders, reject non-responsive bids and waive inconsequential and non-material deficiencies relative to bids for construction contracts, award construction contracts not exceeding \$330,000, approve bonds, order changes or alterations of contracts, accept projects, and to take other specified actions related thereto, within the parameters of and as authorized under the Public Contract Code. Section 2.81.320 would further authorize the Director to take certain actions relative to compliance with CEQA for construction-contract procurement not to exceed \$330,000; and authorize the Director to designate materials and products by brand or trade name pursuant to the PCC.

Construction Contracts over \$330,000

The recommended actions will further amend Title 2 – Administration – of the Los Angeles County Code, to add Section 2.81.330 to authorize the Director of ISD to take certain actions relative to construction contracts awarded by the Board of Supervisors that exceed \$330,000. This authorization includes, but is not limited to, the authority to amend plans and specifications adopted by the Board of Supervisors prior to the closing time for receipt of bids and to extend the bid period as authorized under the Public Contract Code, receive bids and relief of bidders, order changes or alterations of contracts, and accept projects, and to take other specified actions related thereto, within the parameters of and as authorized under the Public Contract Code.

Architectural, Engineering and Related Services Contracts

The recommended actions will further amend Title 2 – Administration – of the Los Angeles County Code, Section 2.81.046 to establish procedures regarding the delegation of authority to the Director to enter into contracts for architectural, engineering, and related services where the amount of the contract does not exceed \$330,000; and, will establish procedures regarding the delegation of authority to the Director to amend contracts entered into by the Board of Supervisors for architectural, engineering, and related services.

The recommended actions will further update and clarify certain terms used in the provisions of Chapter 2.81 and will make other necessary editorial and formatting changes.

ENVIRONMENTAL DOCUMENTATION

The proposed actions do not constitute projects under CEQA as they pertain to administrative authority. The recommended actions to introduce and adopt ordinances do not meet the definition of a project according to Public Resources Code Section 21065 and State CEQA Guidelines Section 15378(a) and are excluded from the definition of a project under Section 15378 (b)(4) and (5) of the State CEQA Guidelines. Per these guidelines, the actions are administrative activities of government that will not result in direct or indirect physical changes in the environment or involve the creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant impact on the environment.

Chapter 2.18 of Title 2, Section 2.18.040, has been amended to confirm the Director of the Internal Services Department authority to make findings of exemption under CEQA as appropriate and adds language to delegate authority to the Director to find that activities covered in the ordinances are within the scope of environmental documents for projects previously approved by the Board under the provisions of CEQA. As individual projects are identified in the future, the Internal Services Department will conduct appropriate review to determine necessary actions under CEQA prior to approving any activity that would be considered a project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Adoption of the proposed ordinance amending various Chapters of Title 2 –Administration – of the Los Angeles County Code will improve operational efficiencies and reduce time and costs required to provide and construction related services.

CONCLUSION

Please return one adopted copy of this Board letter to the following: the Internal Services Department – Operations Service, the Chief Executive Office - Capital Programs Division, and County Counsel.

Respectfully submitted,

Michael Owh
Director

The Honorable Board of Supervisors
September 24, 2024
Page 6

MO:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel
Auditor-Controller

DRAFT

ANALYSIS

This ordinance amends Chapter 2.81 (Internal Services Department) of Title 2 – Administration – of the Los Angeles County Code, relating to the authority of the Director of the Internal Services Department ("Director"), as follows: (1) to establish procedures regarding the delegation of authority to the Director to enter into contracts for architectural, engineering, and related services where the amount of the contract does not exceed \$330,000; (2) to establish procedures regarding the delegation of authority to the Director to amend contracts entered into by the Board of Supervisors ("Board") for architectural, engineering, and related services; (3) to delegate authority to the Director to award construction contracts up to a monetary cap of \$330,000 and to take other actions related thereto; (4) to delegate authority to the Director to amend construction contracts awarded by the Board and to take other actions related thereto; and (5) to update and clarify certain terms used in the provisions of this Chapter and to make other necessary formatting changes.

DAWYN R. HARRISON
County Counsel

By 

TALIN HALABI
Senior Deputy County Counsel
Public Works Division

TH:ag

Requested: 10/20/22
Revised: 02/05/24

ORDINANCE NO. _____

An ordinance amending Chapter 2.81 (Internal Services Department) of Title 2 – Administration – of the Los Angeles County Code, relating to the authority of the Director of the Internal Services Department ("Director"), as follows: (1) to establish procedures regarding the delegation of authority to the Director to enter into contracts for architectural, engineering, and related services where the amount of the contract does not exceed \$330,000; (2) to establish procedures regarding the delegation of authority to the Director to amend contracts entered into by the Board of Supervisors ("Board") for architectural, engineering, and related services; (3) to delegate authority to the Director to award construction contracts up to a monetary cap of \$330,000 and to take other actions related thereto; (4) to delegate authority to the Director to amend construction contracts awarded by the Board and to take other actions related thereto; and (5) to update and clarify certain terms used in the provisions of this Chapter and to make other necessary formatting changes.

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

SECTION 1. Section 2.81.020 is hereby amended to read as follows:

2.81.020 Director—Appointment and aAuthority.

The dDepartment shall be under the direction and management of the dDirector, of iInternal sServices, hereafter referred to in this eChapter as the "dDirector," who shall be appointed by the bBoard of sSupervisors. The dDirector shall appoint all employees of the dDepartment.

SECTION 2. Section 2.81.030 is hereby amended to read as follows:

2.81.030 Director—Duties as sSuccessor.

From and after the operative date of the ordinance codified in this eChapter, the dDirector shall be the successor to the dDirector, of fFacilities mManagement; dDirector, of dData pProcessing; dDirector, of eCommunications; pPurchasing aAgent; or other eCounty official as regards any functions, duties, or responsibilities, whether imposed by contract or otherwise, which prior to the operative date of the ordinance codified in this eChapter were the functions, duties, or responsibilities of the dDirector of fFacilities mManagement (with the exception of the duties of the eCounty Engineer), dDirector of dData pProcessing, pPurchasing aAgent, dDirector of eCommunications, dDirector of bBuilding sServices, dDirector of mMechanical, or other eCounty official, which by this eChapter are now or hereafter delegated by the bBoard of sSupervisors to be the duties of the dDirector.

SECTION 3. Section 2.81.035 is hereby amended to read as follows:

2.81.035 Division of rResponsibilities for internal eCounty Internal sServices.

Internal eCounty internal services are those services that support eCounty departments in their delivery of services to the public. Internal services include, but are not limited to, facilities operations, ~~maintenance and repair~~; design, construction, repair, refurbishment, remodeling, and maintenance of County facilities; design, construction, installation, operation, and maintenance of communications and data processing facilities, systems, and equipment; fleet management and maintenance; business

machine maintenance; security services; purchasing, storage, and distribution of personal property, equipment, and supplies; printing services; energy management; and parking management. ~~Internal~~ eCounty internal services are divided into three categories as designated by the eChief administrative Executive eOfficer: centralized, decentralized, and delegated internal services. ~~Responsibility for these services is as follows~~ with the responsibilities as follows:

A. Centralized Internal Services. The eDirector is responsible for managing and providing centralized internal services to eCounty departments to the extent permitted by budgeted funds or paid for by recipients or requestors of the services.

B. Decentralized Internal Services. Each eCounty department head is responsible for arranging for the provision of decentralized internal services to support his or her their department's operations in compliance with eCounty-wide standards established by the eChief administrative Executive eOfficer, approved by the bBoard of sSupervisors, and monitored by the aAuditor-eController. Unless otherwise directed by the eChief administrative Executive eOfficer, each eCounty department head may purchase decentralized internal services from the eDepartment; or may purchase these services from outside contractors, provided the eDepartment's bid for such services has been solicited and considered, subject to provisions of law, the approval of the eChief administrative Executive eOfficer, and compliance with contracting policies adopted by the bBoard of sSupervisors; or may, with the approval of the eChief administrative Executive eOfficer and the eDirector, provide these services with in-house staff or purchase them from another eCounty department. Any change of service

provider from the ~~d~~Department to another provider, including in-house staff, shall be done in conjunction with policies established by the ~~e~~Chief ~~administrative~~Executive ~~e~~Officer. In competing to be selected as the provider of decentralized internal services, the ~~d~~Department shall function as an entrepreneurial organization with the mission of marketing, selling, and delivering high-quality, competitively-priced services to ~~e~~County departments and other customers and shall, to the maximum extent permitted by law, operate with flexibility analogous to private-sector providers of similar services. All services rendered shall be paid for by the recipient or requestor of the services.

C. Delegated Internal Services. The ~~d~~Director is responsible for providing these services but may delegate their day-to-day operation to requesting ~~e~~County department heads according to policies established by the ~~e~~Chief ~~administrative~~Executive ~~e~~Officer and procedures established by, and subject to the approval and supervision of, the ~~d~~Director. Such delegation may be rescinded by the ~~d~~Director upon approval of the ~~e~~Chief ~~administrative~~Executive ~~e~~Officer.

SECTION 4. Section 2.81.040 is hereby amended to read as follows:

2.81.040 Centralized ~~i~~Internal ~~s~~Services.

Centralized internal services ~~which~~that are the responsibility of the ~~d~~Director, unless otherwise designated by the ~~b~~Board of ~~s~~Supervisors or the ~~e~~Chief ~~administrative~~Executive ~~e~~Officer, include, but are not limited to, the services set forth in this ~~e~~Chapter.

SECTION 5. Section 2.81.046 is hereby amended to read as follows:

2.81.046 Delegation of ~~a~~Additional ~~d~~Duties.

A. Pursuant to ~~statutory and Charter provisions, the director is authorized to perform certain duties on behalf of the board of supervisors pursuant to the authority granted by California Government Code Section 31000.9. The director will maintain, as a public record, documentation of staff recommendations and support materials for all actions under this delegation of authority. Quarterly reports will be submitted to the board of supervisors listing all actions completed under this delegation. The director may not take any action requiring funding until the chief administrative officer has certified that funding is available and has authorized the expenditure of such funds., the~~ Director is authorized to perform any or all acts or actions permitted or required of the Board of Supervisors to enter into contracts for architectural, engineering, and related services where the amount of the contract does not exceed \$330,000, and is also authorized to enter into amendments to such contracts entered into by the Board of Supervisors where the amount of any individual amendment does not exceed 10 percent of the amount of the original contract or \$330,000, whichever is less. The aggregate total amount of such amendments may not exceed 25 percent of the amount of the original contract.

B. The Director shall exercise their authority in conformance with the following procedures:

1. On projects, studies, and reports with an estimated cost of less than \$25,000, the Director shall:

a. Prepare a work statement;

b. Select a consultant from a list maintained by the Department or solicit requests for proposals in the event a list does not exist in the specific type of services to be contacted. Selection of the consultant is to be based on demonstrated competence and professional qualifications needed for the specific services or project requirements, as applicable;

c. Negotiate a fair and reasonable fee with the consultant, including a maximum cost, using established departmental procedures, fee schedules, and project requirements; and

d. Execute the contract, subject to approval as to form by County Counsel and receipt of appropriate insurance certificates from the consultant.

2. On projects, studies, and reports with an estimated cost between \$25,000 and \$330,000, the Director shall:

a. Prepare a work statement;

b. Solicit requests for proposals, which shall be evaluated by the Department service contractor selection committee;

c. Based on the evaluation conducted by the Department service contractor selection committee, select a consultant on the basis of demonstrated competence and professional qualifications needed for the specific services or project requirements, including, but not limited to, organization, experience, ability to meet County needs, and time commitment;

d. Negotiate a fair and reasonable not-to-exceed fee with the highest ranked consultant; should the Director be unable to negotiate a satisfactory contract with the highest ranked consultant, the Director shall terminate negotiations with that consultant, and shall, using the same process, undertake negotiations with the second highest ranked consultant, and so on, until a satisfactory agreement is reached;
and

e. Execute the contract, subject to approval as to form by County Counsel and receipt of an appropriate insurance certificate from the consultant.

3. On amendments to existing services contracts entered into by the Board of Supervisors, which amendments individually do not exceed 10 percent of the original contract or \$330,000, whichever is less, the Director shall:

a. Determine that such additional work is necessary;

b. Negotiate a fair and reasonable fee for the additional work;

and

c. Execute an amendment to the original contract, subject to approval as to form by County Counsel and receipt of an appropriate insurance certificate from the consultant.

4. The Director will maintain, as a public record, documentation of staff recommendations and support materials for all actions taken. Quarterly reports will be submitted to the Board of Supervisors listing all actions completed under this delegation. The Director may not take any action requiring funding until the Chief

Executive Officer has certified that funding is available and has authorized the expenditure of such funds.

SECTION 6. Section 2.81.050 is hereby deleted in its entirety.

~~**2.81.050**—————**Job Order Contracts.**~~

~~A.———**Job Order Contracts—Projects of \$330,000 or Less.**~~

~~1.———In accordance with authority provided by Article 3.5, Chapter 1, Part 3, Division 2, sections 20128.5 and 20145, of the Public Contract Code, and pursuant to Article 3.7, Chapter 1, Part 3, Division 2, sections 20155 through 20155.9, of the Public Contract Code, the Director is authorized to act in place of the Board of Supervisors in approving a project under a previously awarded job order contract, if the amount to be paid to the contractor for the project does not exceed three hundred thirty thousand dollars (\$330,000).~~

~~2.———The Director shall exercise his or her authority in conformance with the following procedures:~~

~~a.———Authorization of Project Work Orders. The Director is authorized to issue a project work order, with monetary authorization, after there has been a scoping meeting with the contractor and the contractor has submitted a cost proposal for a scope of work that is approved by the Director.~~

~~b.———Acceptance of Projects. The Director is authorized to accept such projects and file notices of completion upon final completion of the projects. The Director may also approve the release of the retention money withheld, pursuant to the applicable provisions of the Public Contract Code. The Director is further authorized to~~

~~grant extensions of time on such projects due to delay deemed to be beyond the contractor's control, and to assess liquidated damages, as authorized by Government Code section 53069.85 and the contract specifications.~~

~~B. Job Order Contracts Projects Approved by the Board of Supervisors.~~

~~1. In accordance with authority provided by Article 3.5, Chapter 1, Part 3, Division 2, sections 20128.5 and 20145, of the Public Contract Code, the Director is authorized to perform the following acts or actions with respect to job order contract projects that have been approved by the Board of Supervisors in conformance with the following procedures:~~

~~a. Authorization of Project Work Orders. The Director is authorized to issue a project work order, with monetary authorization, after there has been a scoping meeting with the contractor and the contractor has submitted a cost proposal for a scope of work that is approved by the Director.~~

~~b. Acceptance of Projects. The Director is authorized to accept such projects and file notices of completion upon final completion of the projects. The Director may also approve the release of the retention money withheld, pursuant to the applicable provisions of the Public Contract Code. The Director is further authorized to grant extensions of time on such projects due to delay deemed to be beyond the contractor's control, and to assess liquidated damages, as authorized by Government Code section 53069.85 and the contract specifications.~~

SECTION 7. Part 4 is hereby amended to read as follows:

Part 4 BUILDING CONSTRUCTION, MAINTENANCE, AND REPAIRS

SECTION 8. Section 2.81.300 is hereby amended to read as follows:

2.81.300 Director—Building ~~e~~Construction, ~~m~~Maintenance, and ~~r~~Repair ~~d~~Duties.

Upon agreement with paying customers, the ~~d~~Director shall provide miscellaneous construction, repair, remodeling, refurbishment, and maintenance and repair work. The ~~d~~Director shall also provide for all extraordinary maintenance and repair, as defined by the ~~e~~Chief ~~administrative~~Executive ~~e~~Officer, of ~~e~~County buildings and related structures, improvements, and fixed equipment, except as otherwise provided by law, to the extent permitted by available funds.

SECTION 9. Section 2.81.320 is hereby added to read as follows:

2.81.320 Construction Contracts \$330,000 or less.

A. Pursuant to the authority granted by Public Contract Code sections 20142 and 20145, the Director is authorized to perform any or all acts or actions permitted or required of the Board of Supervisors by Article 3.5, Chapter 1, Part 3, Division 2, of the Public Contract Code, commencing with section 20120, with respect to contracts or changes or alterations to contracts within the monetary limits set forth in sections 20142 and 20145. This authorization includes the authority to adopt and advertise plans and specifications, award contracts, approve bonds, or order the change or alteration of contracts, with respect to original contracts that do not exceed the total amount of \$330,000, or, with respect to changes or alterations to original contracts entered into by

the Board of Supervisors, the authority to order the change or alteration of the work within the monetary limits set forth in Public Contract Code sections 20142 and 20145. In exercising the authority delegated pursuant to this Section, the Director shall determine whether the California Environmental Quality Act is applicable to the proposed activities, and, as appropriate, prior to approving the activities, the Director shall make exemption findings for activities that constitute a project, or the Director shall make a finding that the proposed activities are within the scope of an environmental document that was previously considered and approved by the Board of Supervisors under the California Environmental Quality Act. As applicable, if the proposed activities constitute a project and are not determined by the Director to be exempt, or if the proposed activities are not determined by the Director to be within the scope of an environmental document that was previously considered and approved by the Board of Supervisors, the Director shall recommend necessary findings under the California Environmental Quality Act to the Board of Supervisors when project approval is recommended.

B. The Director shall exercise their authority in conformance with the following procedures:

1. Adoption of Drawings and Specifications. The Director may act in place of the Board of Supervisors in adopting the drawings and specifications pursuant to Public Contract Code section 20124. The specifications shall conform to the standard general conditions and supplementary conditions utilized in specifications adopted by the Board of Supervisors. Such specifications shall contain a provision

requiring that a minimum of five percent retention of progress payments be withheld pursuant to Public Contract Code section 9203. The specifications adopted by the Director shall also establish construction times and completion dates, based upon historic experience on similar types of work and on industry guidelines. The Director is authorized to include in the specifications provision for liquidated damages pursuant to Government Code section 53069.85. Adoption of plans and specifications shall be effective at the time that the Director signs a letter to the clerk of the Board of Supervisors indicating the adoption of the plans and specifications.

2. Advertisement for Bids. The Director shall advertise for bids in conformance with Public Contract Code sections 20125 and 20127, and California Government Code section 53068.

3. Receipt of Bids and Relief of Low Bidder. The Director is authorized to receive and open bids in the manner authorized by law and to allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in Public Contract Code sections 4100 et seq. and 5100 et seq. The Director is further authorized to make the determination that a bid is non-responsive, and to reject a bid on that basis, and to waive inconsequential and nonmaterial deficiencies in bids submitted, in the manner authorized by law.

4. Preference for Materials. The Director is authorized to make a finding, to be described in the invitation for bids, that a particular material, product, thing, or service will be designated by a specific brand or trade name on the grounds set forth in Public Contract Code section 3400.

5. Award of Contract. The Director shall award the contract to the lowest responsible bidder with a responsive bid, in accordance with Public Contract Code section 20128. In the case of identical low bids, the Director shall award the contract in conformance with Government Code section 53064.

6. Construction Bonds. The Director shall ensure that the person to whom the contract is awarded is required to execute bonds in the standard forms as required by Public Contract Code section 20129 and Civil Code section 9550.

7. Supplemental Agreements. For original contracts approved by the Director, the Director is authorized to enter into supplemental agreements in accordance with Public Contract Code sections 20142 and 20145 within the monetary limits set forth in sections 20142 and 20145. In addition, the Director may enter into supplemental agreements in accordance with Public Contract Code sections 20142 and 20145 for changes and alterations in original contracts approved by the Board of Supervisors within the monetary limits set forth in sections 20142 and 20145. The aggregate total amount of such changes or alterations to the original contract may not exceed 25 percent of the amount of the original contract.

8. Acceptance of Project. The Director is authorized to accept projects upon their final completion where the original contract amount does not exceed \$330,000. The Director may authorize the release of the retention money withheld pursuant to Public Contract Code sections 9203 and 7107, as permitted by law. The Director is further authorized to grant extensions of time on the project for delay beyond

the contractor's control and to assess liquidated damages as authorized by Government Code section 53069.85 and the contract specifications.

9. Emergencies. In cases where the Director, with the concurrence of the County Counsel, determines that an emergency exists within the meaning of Public Contract Code section 20134, and, when it would be impractical for the Board of Supervisors to act, the Director may exercise the emergency powers of the Board of Supervisors pursuant to sections 20134 and 22050 where the total estimated cost of the work does not exceed \$75,000; provided, however, that the Chief Executive Officer must first certify the availability of funds for the work. Any such action by the Director shall be promptly reported to the Board of Supervisors.

SECTION 10. Section 2.81.330 is hereby added to read as follows:

2.81.330 Construction Contracts Over \$330,000.

Pursuant to the authority granted by Public Contract Code sections 20142 and 20145, the Director is authorized to perform the following acts or actions permitted or required of the Board of Supervisors by Article 3.5, Chapter 1, Part 3, Division 2, of the Public Contract Code, commencing with section 20120, with respect to contracts or changes or alterations to contracts within the monetary limits set forth in sections 20142 and 20145.

1. Advertisement for Bids.

a. The Director is authorized to amend plans and specifications adopted by the Board of Supervisors prior to the closing time for receipt of bids, provided such amendment does not cause the estimated cost of construction to be

increased beyond the amount budgeted. Notice of such amendment shall be published in accordance with the requirements of publication of the invitation for bids.

b. The Director is authorized to extend bid periods up to a maximum of three weeks by publishing an amendment to the bidding documents.

2. Reallocation of Budgeted Funds. The Director is authorized to reallocate funds within a capital project at no increase in the overall cost of the project.

3. Receipt of Bids and Relief of Low Bidder. The Director is authorized to receive and open bids in the manner authorized by law and to allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in Public Contract Code sections 4100 et seq. and 5100 et seq.

4. Supplemental Agreements. The Director may enter into supplemental agreements in accordance with Public Contract Code sections 20142 and 20145 for changes or alterations in original contracts approved by the Board of Supervisors within the monetary amounts set forth in sections 20142 and 20145.

5. Acceptance of Project. The Director is authorized to accept projects upon their final completion. The Director may authorize the release of the retention money withheld pursuant to Public Contract Code sections 9203 and 7107, as permitted by law. The Director is further authorized to grant extensions of time on the project for delay beyond the contractor's control, and to assess liquidated damages as authorized by Government Code section 53069.85 and the contract specifications.

SECTION 11. Section 2.81.340 is hereby added to read as follows:

2.81.340 Job Order Contracts.

A. Job Order Contracts – Projects of \$330,000 or Less.

1. In accordance with authority provided by Article 3.5, Chapter 1, Part 3, Division 2, sections 20128.5 and 20145, of the Public Contract Code, and pursuant to Article 3.7, Chapter 1, Part 3, Division 2, sections 20155 through 20155.9, of the Public Contract Code, the Director is authorized to act in place of the Board of Supervisors in approving a project under a previously-awarded job order contract, if the amount to be paid to the contractor for the project does not exceed \$330,000.

2. The Director shall exercise their authority in conformance with the following procedures:

a. Authorization of Project Work Orders. The Director is authorized to issue a project work order, with monetary authorization, after there has been a scoping meeting with the contractor and the contractor has submitted a cost proposal for a scope of work that is approved by the Director.

b. Acceptance of Projects. The Director is authorized to accept such projects and file notices of completion upon final completion of the projects. The Director may also approve the release of the retention money withheld, pursuant to the applicable provisions of the Public Contract Code. The Director is further authorized to grant extensions of time on such projects due to delay deemed to be beyond the contractor's control, and to assess liquidated damages, as authorized by Government Code section 53069.85 and the contract specifications.

B. Job Order Contracts – Projects Approved by the Board of Supervisors.

1. In accordance with authority provided by Article 3.5, Chapter 1, Part 3, Division 2, sections 20128.5 and 20145, of the Public Contract Code, the Director is authorized to perform the following acts or actions with respect to job-order-contract projects that have been approved by the Board of Supervisors in conformance with the following procedures:

a. Authorization of Project Work Orders. The Director is authorized to issue a project work order, with monetary authorization, after there has been a scoping meeting with the contractor and the contractor has submitted a cost proposal for a scope of work that is approved by the Director.

b. Acceptance of Projects. The Director is authorized to accept such projects and file notices of completion upon final completion of the projects. The Director may also approve the release of the retention money withheld, pursuant to the applicable provisions of the Public Contract Code. The Director is further authorized to grant extensions of time on such projects due to delay deemed to be beyond the contractor's control, and to assess liquidated damages, as authorized by Government Code section 53069.85 and the contract specifications.

[281020THCC]

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	9/11/2024		
BOARD MEETING DATE	9/24/2024		
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)	Mental Health		
SUBJECT	Approval of Sole Source Amendment Number Eight to Extend Existing Agreement Number 77676 with Netsmart Technologies, Inc.		
PROGRAM			
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: this is a sole source extension to the existing contract as it is in the best economic interest of the County to continue with Netsmart Technologies, Inc. while DMH evaluates the functionality of the new system procured by California Mental Health Services Authority (CalMHSA).		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost:	Funding source:	
	\$ 26,027,929	Primarily funded by Mental Health Service Act and Other department operating revenues.	
	TERMS (if applicable): 12.24.2024-12.23.2026 with three optional one-year extensions.		
	Explanation:		
PURPOSE OF REQUEST	To extend the existing agreement with Netsmart Technologies, Inc on a sole source basis for the continued provision of the Integrated Behavioral Health Information System (IBHIS).		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>IBHIS, is a web-enabled fully integrated software system that currently provides clinical, administrative, financial, and secure data sharing functionality to support the State of California Department of Health Care Services (DHCS) Medi-Cal and Federal Medicare programs. The DHCS and Los Angeles County (County) have a highly complex set of requirements, processes, and policies for medical billing and mental health providers. Over the span of ten years, the County has invested nearly \$124 million in the existing IBHIS, as it has been customized to fit the complex needs of the state and County. DHCS is encouraging counties to use a common EHR system. CalMHSA, as the independent administrative and fiscal public entity representing California Counties, took the State's guidance and procured a semi-statewide EHR system, Smartcare, by Streamline. DMH will require more time to evaluate system features and functionality of Streamline's system and to perform a gap analysis or post a solicitation to procure a new system which meets DMH's requirements.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Mark Cheng, Departmental Chief Information Officer, 213.878. 0180, mcheng@dmh.lacounty.gov Patrice Salseda, Principal Deputy County Counsel, 213.972.5725, psalseda@counsel.lacounty.gov		



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

Curley L. Bonds, M.D.
Chief Medical Officer

Rimmi Hundal, M.A.
Chief Deputy Director

September 24, 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:

**APPROVAL OF SOLE SOURCE AMENDMENT NUMBER EIGHT TO EXTEND THE
EXISTING AGREEMENT NUMBER 77676 WITH NETSMART TECHNOLOGIES, INC.
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)
CIO RECCOMENDATION: APPROVE () APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

Request approval of sole source Amendment Number Eight to Agreement Number 77676 with Netsmart Technologies, Inc., to extend the existing agreement on a sole source basis for the continued provision of the Integrated Behavioral Health Information System.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to negotiate, sign, and execute a sole source Amendment, substantially similar to Attachment I, with Netsmart Technologies, Inc., (Netsmart) to extend the existing agreement in order to continue the provision of the Integrated Behavioral Health Information System (IBHIS). The Amendment to Agreement 77676 with Netsmart Technologies, Inc., will be effective December 24, 2024 to: a) extend the agreement for two years with three optional one-year extensions; b) add \$2,498,288 in Pool Dollars and \$10,323,352 for system maintenance for year one; and c) add \$2,573,236 in Pool Dollars and \$10,633,053, for system maintenance for year two, a total increase of \$ 26,027,929, funded by Mental Health Services Act and other departmental operating revenues, for a revised Total Contract Sum (TCS) of \$ 151,994,692.

2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the Agreement described in Recommendation 1 to revise Agreement language, add, delete, modify, or replace Other Professional Services/Change Notices and Service Level Requirements; allow for the rollover of unspent funds; and/or reflect federal, State, and County regulatory and/or policy changes; increase the TCS provided that: 1) the increase does not exceed ten percent of the TCS approved by your Board in Recommendation 1; and 2) sufficient funds are available. These amendments will be subject to prior review and approval as to form by County Counsel and County Chief Information Officer (CCIO), if applicable, with written notice to the Board and the Chief Executive Officer (CEO).
3. Delegate authority to the Director, or designee, to terminate the contract described in Recommendation 1 in accordance with the Contract's termination provisions, including Termination for Convenience. The Director, or designee, will notify your Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval of Recommendation 1 will allow Department of Mental Health (DMH) to amend the existing Agreement with Netsmart to extend the agreement for two years with three optional one-year extensions and to increase pool dollars by \$5,071,524 and \$20,956,405 for system maintenance for a total increase of \$26,027,929 and a revised TCS of \$151,994,692.

Board approval of Recommendation 2 will enable DMH to revise Agreement language; add, delete, modify, or replace Other Professional Services/Change Notices and Service Level Requirements; allow for the rollover of unspent funds; reflect federal, State, and County regulatory and/or policy changes; and increase the contract sum not to exceed ten percent of the Board adopted contract sum in Recommendation 1.

Board approval of Recommendation 3 will allow DMH to terminate the agreement in accordance with the termination provisions, including Termination for Convenience, in a timely manner, as necessary.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan North Star 3, Realize Tomorrow's Government Today, via Focus Area Goal F. Flexible and Efficient Infrastructure strategy ii: Modernize Infrastructure.

FISCAL IMPACT/FINANCING

The TCS increase of \$26,027,929 is funded as follows:

The increase for year one is \$12,821,640 primarily funded by Mental Health Services Act as well as other departmental operating revenues. Sufficient funding is included in DMH's Adopted Budget for Fiscal Year (FY) 2024-25 for this action.

The increase for year two of \$13,206,289 will be included in DMH FY 2025-26 Budget Request.

Additional funding for future years will be requested through the succeeding DMH annual budget process.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

IBHIS is a web-enabled fully integrated software system that currently provides clinical, administrative, financial, and secure data sharing functionality to support the State of California Department of Health Care Services (DHCS) Medi-Cal and Federal Medicare programs. DMH's implementation of IBHIS has proven to be the most comprehensive solution in serving the largest mental health population in the country. DHCS and Los Angeles County (County) have a highly complex set of requirements, processes, and policies for medical billing and mental health providers. Over the span of ten years, the County has invested nearly \$124 million in the existing IBHIS, as it has been customized to fit the complex needs of the state and County. DHCS encouraged counties to use a common Electronic Health Record (EHR) System. The California Mental Health Services Authority (CalMHSA), an independent administrative and fiscal public entity representing California Counties, took the State's guidance and procured a semi-Statewide EHR system, SmartCare by Streamline. In order to meet the State and County requirements for this transition, DMH will require more time to evaluate system features and functionality of Streamline's system. In addition, DMH requires time to perform a gap analysis between IBHIS and SmartCare during which time DMH must have an EHR system in place until it can determine the feasibility of DMH transitioning to the system procured by CalMHSA or posting a solicitation to procure a new system which meets DMH's requirements.

The sole source amendment (Attachment I) has been reviewed and approved as to form by County Counsel. In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer has reviewed this Board Letter and recommends approval. The CIO determined that because no new technology

The Honorable Board of Supervisors
September 24, 2024
Page 4

is being implemented and the request is only to extend the term of the agreement to allow DMH sufficient time to evaluate the new system procured by CalMHSA and add to the Total Contract Sum, no formal CIO Analysis is required.

In accordance with Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH is required to notify your Board at least six months prior to the expiration of an existing contract when there is no delegated authority to amend. On December 14, 2023, DMH Notified your Board (Attachment II) of its intent to execute a sole source amendment with Netsmart to extend the term and increase the total contract sum. The Board notification was reviewed by CIO prior to being briefed at the Operations Cluster on December 13, 2023. The required Sole Source Checklist (Attachment III), as approved by CEO, is also attached.

As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure compliance with all Contract terms and performance standards.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to have a system in place while further evaluating the semi-Statewide EHR System, Streamline, and performing a gap analysis between IBHIS and Streamline.

Respectfully submitted,

LISA H. WONG, Psy.D.
Director

Reviewed By:
PETER LOO
Chief Information Officer

LHW:CDD:KN:
SK:MC:ZW:atm

Attachments (3)

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

ATTACHMENT I

Draft

DEPARTMENT OF MENTAL HEALTH



**AMENDMENT NUMBER EIGHT TO
COUNTY AGREEMENT NUMBER 77676**

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

NETSMART TECHNOLOGIES, INC.

FOR AN

**INTEGRATED BEHAVIORAL HEALTH
INFORMATION SYSTEM (IBHIS)**

September 2024

**AMENDMENT NUMBER EIGHT TO COUNTY AGREEMENT NO. 77676
BY AND BETWEEN COUNTY OF LOS ANGELES
AND
NETSMART TECHNOLOGIES, INC.
FOR THE PROVISION OF THE INTEGRATED BEHAVIORAL HEALTH
INFORMATION SYSTEM (IBHIS)**

This Amendment Number Eight (“Amendment Number Eight”) is entered into by and between the County of Los Angeles (hereafter “County”) and Netsmart Technologies, Inc., a Delaware corporation (hereafter “Contractor”), and amends that certain County Agreement Number 77676, dated October 18, 2011, and captioned “Agreement By and Between County of Los Angeles and Netsmart Technologies, Inc., for an Integrated Behavioral Health Information System (IBHIS), including Amendments One through Seven, and Change Notice Numbers One through One Hundred and Twenty-Two (hereafter collectively “Agreement”).

WHEREAS, County and Contractor intend to enter into Amendment Number Eight for the purpose of (i) extending the contract for two years starting December 24, 2024 through December 23, 2026 with three optional one year extensions (ii) increase in System Maintenance of \$20,956,405 (Years 12 and 13), (iii) increase of \$5,071,524 in Pool Dollars for Other Professional Services and Change Notices needed for post-implementation System operations work (iv) revising Exhibit C (Price and Scheduling Payments); and (v) to update and add to the Agreement certain other Board required provisions.

NOW, THEREFORE, in consideration of the foregoing and pursuant to Paragraph 6 (Change Orders and Amendments) of the Agreement, Contractor and County hereby agree as follows:

1. Amendment Number Eight is effective December 24, 2024.
2. The Total Contract Sum will be increased by \$26,027,929 fully funded by Mental Health Services Act and other departmental operating revenues for a total contract sum of \$ 151,994,692.

3. CONSTRUCTION

- 3.1 Capitalized terms used in this Amendment Number Eight without further definition shall be the meaning ascribed to them in the Agreement.
- 3.2 As used in this Amendment Number Eight, words and phrases such as “including,” “for example,” “e.g.,” and “such as,” are intended to be descriptive and not limited.

4. AMENDMENTS TO THE BASE DOCUMENT

- 4.1 Paragraph 1.4 (Definitions) is hereby amended to add the following definitions thereto in the appropriate alphabetical order:

“Amendment Number Eight” means that certain Amendment Number Eight to County Agreement Number 77676. Dated as the of the date of approval by County’s Board of Supervisors, by and between County and Contractor

“Amendment Number Eight Effective Date” means the date on which Amendment Number Eight becomes effective in accordance with its terms.

- 4.2 Paragraph 5 of the Agreement (TERM) is amended to add subparagraph 5.1.1:

“5.1.1 This Agreement will be extended for two years, through December 23, 2026.

At the end of the extension Term, County may, at its sole option extend this Agreement for up to three additional one-year periods. Each such extension may be exercised at the sole discretion of the Department of Mental Health (DMH) Director or designee, as authorized by the Board of Supervisors. If County does not extend this Agreement, this Agreement will be deemed terminated under Paragraph 34 (Termination for Convenience) provided that if County elects not to exercise its option to extend the remaining Option Term(s) will automatically lapse.

County will be deemed to have exercised an Option Term automatically, without further act, unless no later than 180 days prior to the expiration of the Extension Term or any Option Term, County notifies Contractor in writing that it elects not to extend the Agreement pursuant to this Paragraph 5.1.1 or it extends the Agreement on a month-to-month basis pursuant to Paragraph 5. 3 (Month-To-Month Extensions) below. The Extension Term, any option term extensions, and any month-to-month extensions will be referred to as the “Term.”

4.3 Paragraphs 7.1 (Contract Sum – General) and 7.2 (Pool Dollars) of Paragraph 7 (CONTRACT SUM) will be deleted in their entireties and replaced as follows:

“7.1 Contract Sum – General

The “Contract Sum” under this Agreement will be the total monetary amount that may be payable by County to Contractor for supplying all the Work requested, specified and Accepted by County under this Agreement. The Contract Sum (excepting the Pool Dollars set forth in Paragraph 7.2) and schedule of payments in respect of the Work provided hereunder will be as set forth in Exhibit C (Price and Schedule of Payments), which payments will be paid in accordance with and upon satisfaction of, the terms and conditions of this Agreement, including the Exhibits and Attachments hereto. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed One Hundred and Fifty-One Million, Nine Hundred Ninety-Four Thousand, Six Hundred Ninety-Two Dollars (\$151,994,692), unless the Contract Sum is modified pursuant to a duly approved amendment to this Agreement executed by County’s Board of Supervisors or designee and Contractor pursuant to Paragraph 6 (Change Notices and Amendments). Notwithstanding any provision of this Paragraph 7.1, Contractor shall fully perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement.

7.2 Pool Dollars

The pool dollars remaining from Amendment number 7 (\$5,314,322), will be added to the pool dollars requested with this amend for \$5,071,524. Hence the aggregate amount of Pool Dollars available under this Agreement shall not exceed Twenty-Nine Million, Seven Hundred and Seventy-Seven Thousand, Nine Hundred and Two Dollars (\$29,777,902), plus any net reduction in the total price of all System Software, Maintenance and Support Fees, and Hosting Services Fees under the Agreement resulting from Change Notices(CN) executed in accordance with Paragraph 6 (Change Notices and Amendments), plus any net surplus remaining after the completion of budgeted professional

services for less total expenditure than what was budgeted.”

- 4.4 The Change Notices executed for maintenance and support services, and hosting services that are due for renewal after December 23, 2024 – will be added to the base contract.

Maintenance and Support Services included to the base contract are:

- Additional 500 Cache Licenses (CN85, CN107)
- CareConnect/Care Pathways Extension (CN105)
- EPCS Tokens + Order Connect Extension (CN104)
- RevConnect (CN119)
- IPAAS (HIDEX)(CN109)
- Pyxis Integration (CN110)
- AVATAR and Provider Connect Multi Factor Authentication (CN108)
- Carequality(CN102)
- Emergency Department Information Exchange (PointClickCare) – CN115
- NTST Telehealth(CN112)
- CPT Code Licensing(CN113)
- Caremanager – ECM(CN118)
- Caremanager- Care Act (CN117)

Hosting Services included to the base contract are:

- Additional Hosting Environments(CN106)
- Scriptlink(CN106)

- 4.5 Paragraph 15.5.4(iii) (Privacy/Network Security (Cyber) Liability) to Paragraph 15 (INDEMNIFICATION, INSURANCE, AND PERFORMANCE SECURITY) i will be deleted it in its entirety and replaced as follows:

“(iii) Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$5 million per occurrence and \$15 million in the aggregate during the Term of the agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Agreement. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County’s request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor’s liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.”

- 4.6 Paragraph 32 of the Agreement (TERMINATION FOR DEFAULT) subsection 32.6 will be deleted in its entirety and replaced as follows:

“32.6 Except as set forth in Paragraph 32.2.3 above, and excepting Contractor’s indemnity obligations in this Agreement, in no event will either party be liable to the other for any incidental, consequential, punitive, or exemplary damages (including damages related to loss of business or profits or revenue), even if the party has been advised of the possibility of such damages and regardless of whether any remedy fails of its essential purpose. Notwithstanding the foregoing, in no event shall County be prohibited from recovering damages arising from or related to loss of data, unavailability of the Licensed Programs or the System, replacement costs, or transition related damages.

Except for Contractor’s indemnity obligations in this Agreement, the cumulative liability of Contractor to County for any actual or alleged damages arising out of Contractor’s performance or non-performance of this Agreement, whether based upon breach of contract, tort (including negligence), warranty or any other legal theory, will not exceed Twenty-Five Million Dollars (\$25,000,000).”

4.7 Paragraph 97 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is added to the Agreement as follows:

“97. 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.”

4.8 Paragraph 98 (Mental Health Services Act Resolution Procedure) is added to the Agreement as follows:

“98. Mental Health Services Act Issue Resolution Procedure

The California State Department of Health Care Services (DHCS) guidelines requires that all Mental Health Services Act (MHSA) issues be documented by DMH. This MHSA Issue Resolution Process (Exhibit Z), developed in collaboration with various public mental health stakeholders, provides information regarding the resolution process to address local issues related to MHSA, access to services and MHSA requirements.”

5. AMENDMENT TO EXHIBIT C (PRICE AND SCHEDULE OF PAYMENTS)

Exhibit C (Price and Schedule of Payments) to the Agreement will be added with Exhibit C (Price and Schedule of Payments) revised on July 15, 2024, which is attached hereto and incorporated herein by reference.

6. EXHIBITS

Exhibit M-2 (Business Associate Agreement) revised on June 13, 2024, Exhibit D.7 (Information Security and Privacy Requirements for Contracts) revised on June 27, 2024, Exhibit Y (Contribution and Agent Declaration Form), and Exhibit Z (Mental Health Services Act Issue Resolution Guideline Process), will be added to the Agreement, attached hereto and incorporated herein by reference.

7. INCORPORATION OF 'WHEREAS' CLAUSES

Contractor and County agree that the "Whereas" clauses in this Amendment Number Eight are hereby incorporated into this Amendment Number Eight as though fully set forth hereat.

8. OTHER AGREEMENT PROVISIONS

Except as expressly provided in this Amendment Number Eight, all other terms and conditions of the Agreement shall remain in full force and effect.

9. AUTHORITY

Contractor and the person executing this Amendment Number Eight on behalf of Contractor hereby represent and warrant that the person executing this Amendment Number Eight for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

10. ARM'S LENGTH NEGOTIATIONS

This Amendment Number Eight is the product of arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. This Amendment Number Eight is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

11. ENTIRE AGREEMENT

This Amendment Number Eight together with the Agreement and exhibits and attachments hereto and thereto and Change Notice Numbers One through One Hundred Twenty-Two constitutes the entire agreement of County and Contractor as of the date of approval of this Amendment Number Eight by County's Board of Supervisors, superseding any and all prior understandings, arrangements and agreements between County and Contractor, whether oral or written, in respect of the terms and conditions hereof.

**AMENDMENT NUMBER EIGHT TO COUNTY AGREEMENT NO. 77676
BY AND BETWEEN COUNTY OF LOS ANGELES
AND
NETSMART TECHNOLOGIES, INC.
FOR THE PROVISION OF THE INTEGRATED BEHAVIORAL HEALTH
INFORMATION SYSTEM (IBHIS)**

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Amendment Number Eight to County Agreement Number 77676 to be subscribed by County's Director of Mental Health, or his Designee, and Contractor has caused this Amendment Number Eight to be subscribed on its behalf by its duly authorized officer, this ___ day of, 2024.

COUNTY OF LOS ANGELES

By: _____
Lisa Wong, Psy.D.
Director of Mental Health

CONTRACTOR

NETSMART TECHNOLOGIES, INC.

By: _____
Signature

Joseph McGovern
Print Name

Executive Vice President
Title

APPROVED AS TO FORM:

By: _____
Patrice Salseda
Principal Deputy County Counsel

AMENDMENT NUMBER EIGHT TO
AGREEMENT NUMBER 77676

ATTACHMENT 1

Exhibit C (Price and Schedule of Payments) -
(Replaced in its entirety by revised Exhibit C
under Amendment Number Eight of Agreement)

**EXHIBIT C
HOSTING, MAINTENANCE AND SUPPORT FEE SCHEDULE**

Item no.	CATEGORY	Contract Year 12 and Year 13		Optional Years		
		Year 12(CY2025)	Year 13(CY2026)	Year 14(CY2027)	Year 15(CY2028)	Year 16(CY2029)
1.00	Hosting Services					
1.01	Base Original Contract	\$ 3,351,315.12	\$ 3,451,854.57	\$ 3,555,410.21	\$ 3,662,072.52	\$ 3,771,934.69
1.02	Script Link Hosting and Additl Environments	\$ 212,554.92	\$ 218,931.57	\$ 225,499.51	\$ 232,264.50	\$ 239,232.44
	HOSTING ANNUAL MAXIMUM	\$ 3,563,870.04	\$ 3,670,786.14	\$ 3,780,909.73	\$ 3,894,337.02	\$ 4,011,167.13

2.00	Maintenance and Support					
2.01	Avatar Base System	\$ 1,860,068.76	\$ 1,915,870.82	\$ 1,973,346.95	\$ 2,032,547.36	\$ 2,093,523.78
2.02	Avatar EHR	\$ 568,325.16	\$ 585,374.91	\$ 602,936.16	\$ 621,024.25	\$ 639,654.97
2.03	Avatar MSO	\$ 272,525.64	\$ 280,701.41	\$ 289,122.45	\$ 297,796.13	\$ 306,730.01
2.04	Connect Suite	\$ 630,644.28	\$ 649,563.61	\$ 669,050.52	\$ 689,122.03	\$ 709,795.69
2.05	Ultimedex	\$ 44,211.72	\$ 45,538.07	\$ 46,904.21	\$ 48,311.34	\$ 49,760.68
2.06	Kofax Capture	\$ 26,981.88	\$ 27,791.34	\$ 28,625.08	\$ 29,483.83	\$ 30,368.34
2.07	500 Cache Licenses- CN85 and CN107	\$ 228,614.89	\$ 235,473.33	\$ 242,537.53	\$ 249,813.66	\$ 257,308.07
2.08	CareConnect/Care Pathways Extension(CN105)	\$ 619,859.19	\$ 638,454.97	\$ 657,608.62	\$ 677,336.87	\$ 697,656.98
2.09	EPCS 350 Tokens + OC Extension(CN104)	\$ 487,891.22	\$ 502,527.96	\$ 517,603.80	\$ 533,131.91	\$ 549,125.87
2.10	RevConnect Maintenance & Support-CN119	\$ 115,239.20	\$ 118,696.38	\$ 122,257.27	\$ 125,924.99	\$ 129,702.74
2.11	IPAAS (HIDEX)-CN96	\$ 178,949.32	\$ 184,317.80	\$ 189,847.33	\$ 195,542.75	\$ 201,409.03
2.12	Pyxis - CN110	\$ 3,442.26	\$ 3,545.53	\$ 3,651.89	\$ 3,761.45	\$ 3,874.29
2.13	AVATAR and PC MFA-CN108	\$ 81,036.73	\$ 83,467.84	\$ 85,971.87	\$ 88,551.03	\$ 91,207.56
2.14	Carequality- CN102	\$ 24,720.00	\$ 25,461.60	\$ 26,225.45	\$ 27,012.21	\$ 27,822.58
2.15	EDIE- (Collective)- CN115	\$ 43,378.45	\$ 44,679.80	\$ 46,020.20	\$ 47,400.80	\$ 48,822.83
2.16	NTST Telehealth-CN112	\$ 247,200.00	\$ 254,616.00	\$ 262,254.48	\$ 270,122.11	\$ 278,225.78
2.17	CPT Code Licensing-CN113	\$ 90,393.46	\$ 93,105.26	\$ 95,898.42	\$ 98,775.37	\$ 101,738.63
2.18	Caremanager- ECM-CN118	\$ 483,069.96	\$ 497,562.06	\$ 512,488.92	\$ 527,863.59	\$ 543,699.49
2.19	Caremanager- Carecourt-CN117	\$ 752,930.29	\$ 775,518.20	\$ 798,783.74	\$ 822,747.26	\$ 847,429.67
	MAINTENANCE AND SUPPORT ANNUAL MAXIMUM	\$ 6,759,482.41	\$ 6,962,266.88	\$ 7,171,134.89	\$ 7,386,268.93	\$ 7,607,857.00

	ANNUAL COST HOSTING AND M&S	\$ 10,323,352.45	\$ 10,633,053.02	\$ 10,952,044.61	\$ 11,280,605.95	\$ 11,619,024.13
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EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

Contractor will be paid on a fixed-price basis for completed and accepted Deliverables as set forth below. Each Deliverable is subject to a thirty percent (30%) Holdback Amount as set forth in Paragraph 8.4 (Holdbacks) of this Agreement unless otherwise noted.

I. DELIVERABLES

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT ⁽¹⁾	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 1.1 - Project Planning ⁽³⁰⁾	\$40,200	\$40,200	
Deliverable 1.2 - Contractor Staff ⁽³⁰⁾	\$153,360	\$153,360	
Deliverable 1.3 - Detailed Work Plan ⁽³⁰⁾	\$95,322	\$95,322	
Deliverable 2.0 - Project Status Reports M1 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M2 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M3 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M4 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M5 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M6 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M7 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M8 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M9 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M10 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M11 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M12 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M13 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M14 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M15 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M16 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M17 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M18 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M19 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M20 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M21 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M22 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M23 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M24 ⁽³⁰⁾	\$47,089	\$47,089	

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT ⁽¹⁾	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 3.1.1 - Prepare Data Center ⁽⁵⁾	\$55,493	\$55,493	
Deliverable 3.1.2 - Provide Dedicated Network ⁽¹²⁾⁽⁵⁾	\$180,084	\$180,084	
Deliverable 3.1.3 - Provide System Administration Portal ⁽⁵⁾	\$437,326	\$437,326	
Deliverable 3.1.4 - Confirm Hosting Environment is Established ⁽¹³⁾⁽⁵⁾	\$411,605	\$411,605	
Deliverable 3.1.5 - Provide Monthly Hosting Services M4 ⁽⁵⁾	\$92,748	\$92,748	
Deliverable 3.1.5 - Provide Monthly Hosting Services M5 ⁽⁵⁾	\$92,748	\$92,748	
Deliverable 3.1.5 - Provide Monthly Hosting Services M6 ⁽⁵⁾	\$92,748	\$92,748	
Deliverable 3.1.5 - Provide Monthly Hosting Services M7 ⁽⁵⁾	\$92,748	\$92,748	
Deliverable 3.1.5 - Provide Monthly Hosting Services M8 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M9 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M10 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M11 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M12 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M13 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M14 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M15 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M16 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M17 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M18 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M19 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M20 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M21 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M22 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M23 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M24 ⁽⁵⁾	\$148,288	\$148,288	
Deliverable 3.2 - Application Software Delivery ⁽⁹⁵⁾⁽¹⁰⁰⁾	\$10,123,467	\$7,338,877	\$2,784,590
Deliverable 3.2.1 - Early Project Development Environment ⁽⁵⁾	\$28,290	\$28,290	
Deliverable 3.2.2 - Three Additional Project Development Environments ⁽⁵⁾⁽⁴⁴⁾	\$75,051	\$75,051	
Deliverable 3.3 - Load Baseline Application Software	\$1,523,040	\$1,165,804	\$357,236
Deliverable 3.4 - Synchronize for Application and Database Replication ⁽³⁰⁾	\$96,348	\$96,348	

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT ⁽¹⁾	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 4.1 - Training Plan ⁽³⁰⁾	\$88,787	\$88,787	
Deliverable 4.2 - Training ⁽⁵⁾	\$647,688	\$647,688	
Deliverable 4.3 - Training Materials ⁽⁵⁾	\$259,440	\$259,440	
Deliverable 5.0 - Configure System ⁽³⁰⁾	\$3,990,938	\$3,730,718	\$260,220
Deliverable 6.1 - Integration ⁽⁵⁾⁽¹⁴⁾⁽²³⁾⁽⁴²⁾	\$562,170	\$562,170	
Deliverable 7.0 - Custom Programming Modifications ⁽²⁾⁽³⁾⁽¹³⁾⁽¹⁷⁾⁽¹⁸⁾⁽¹⁹⁾⁽²⁰⁾⁽²¹⁾⁽²⁴⁾⁽²⁵⁾⁽²⁷⁾⁽²⁸⁾⁽³²⁾⁽³⁴⁾⁽³⁵⁾⁽³⁶⁾⁽³⁷⁾⁽³⁸⁾⁽³⁹⁾⁽⁴⁰⁾⁽⁴¹⁾⁽⁴³⁾⁽⁴⁷⁾⁽⁵⁰⁾⁽⁵⁸⁾⁽⁵⁹⁾⁽⁶⁰⁾⁽⁶¹⁾⁽⁶²⁾⁽⁶³⁾⁽⁶⁴⁾⁽⁶⁵⁾⁽⁶⁷⁾⁽⁶⁸⁾⁽⁶⁹⁾⁽⁷⁰⁾⁽⁷¹⁾⁽⁷²⁾⁽⁷³⁾⁽⁷⁴⁾⁽⁷⁵⁾⁽⁷⁶⁾⁽⁷⁷⁾⁽⁷⁸⁾⁽⁷⁹⁾⁽⁸⁰⁾⁽⁸¹⁾⁽⁸²⁾⁽⁸⁵⁾⁽⁸⁶⁾⁽⁸⁷⁾⁽⁸⁸⁾⁽⁸⁹⁾⁽⁹⁶⁾⁽⁹⁸⁾⁽⁹⁹⁾⁽¹⁰²⁾⁽¹⁰⁶⁾⁽¹¹⁰⁾⁽¹¹¹⁾⁽¹¹²⁾⁽¹¹³⁾⁽¹¹⁴⁾⁽¹¹⁵⁾⁽¹¹⁶⁾⁽¹¹⁷⁾⁽¹¹⁸⁾⁽¹²⁷⁾⁽¹³⁰⁾⁽¹³²⁾⁽¹³⁸⁾⁽¹³⁹⁾	\$6,319,766	\$6,319,766	
Deliverable 8.1 - System Test Plan	\$123,799	\$86,659	\$37,140
Deliverable 8.2 - Module Tests	\$847,152	\$847,152	
Deliverable 8.3 - Reporting Tool Tests ⁽³⁰⁾	\$212,400	\$212,400	
Deliverable 8.4 - System Integration Test ⁽⁵⁾	\$101,280	\$101,280	
Deliverable 8.5 - System Performance Test ⁽⁵⁾	\$116,604	\$116,604	
Deliverable 9.1 - Data Conversion Plan ⁽³⁰⁾	\$69,645	\$69,645	
Deliverable 9.2 - Data Conversion Programs	\$56,400	\$39,480	\$16,920
Deliverable 9.3 - Data Conversion Test ⁽⁵⁾	\$478,188	\$478,188	
Deliverable 9.4 - Conversion ⁽⁵⁾	\$61,047	\$61,047	
Deliverable 10.1 - System Cutover Plan ⁽¹⁶⁾⁽²⁶⁾⁽³¹⁾⁽⁵⁴⁾⁽⁵⁷⁾⁽⁹³⁾⁽⁹⁴⁾	\$4,732,095	\$4,712,439	\$19,656
Deliverable 10.1.1 - Pilot 1 Production Use ⁽⁵⁾⁽³⁰⁾	\$0	\$0	
Deliverable 10.2 - Pilot Tests ⁽⁵⁾⁽³³⁾	\$3,087,942	\$3,087,942	
Deliverable 10.2.1 - Pilot Test System as Part of DMH Service Devliery for Directly Operated ⁽⁴⁸⁾	\$0	\$0	
Deliverable 10.3 - Final System Acceptance ⁽³⁾⁽⁵⁾⁽⁶⁶⁾			
Deliverable 11.1 - Close-Out Plan ⁽²⁾			
Deliverable 11.2 - Data Files ⁽²⁾			
Deliverable 11.3 - Claims Run-Out Services ⁽²⁾			
Deliverable 11.4 - Audit Requests ⁽²⁾			
SEVEN, FORTY-EIGHT, FORTY-NINE, FIFTY, FIFTY-ONE, FIFTY-TWO, FIFTY-THREE, FIFTY-FIVE, FIFTY-SIX, FIFTY-SEVEN, FIFTY-EIGHT, FIFTY-NINE, SIXTY, SIXTY-ONE, SIXTY-TWO, SIXTY-THREE, SIXTY-FOUR, SIXTY-FIVE, SIXTY-SIX, SIXTY-SEVEN, SIXTY-EIGHT, SIXTY-NINE, SEVENTY, SEVENTY-THREE, SEVENTY-FOUR, SEVENTY-FIVE, SEVENTY-SIX, SEVENTY-SEVEN, SEVENTY-NINE, EIGHTY, EIGHTY-ONE, EIGHTY-TWO, EIGHTY-THREE, EIGHTY-FOUR, EIGHTY-FIVE, EIGHTY-SIX, EIGHTY-SEVEN, EIGHTY-EIGHT, NINETY, NINETY-FIVE, NINETY-SIX, NINETY-SEVEN, NINETY-EIGHT, NINETY-NINE, ONE-HUNDRED, AND ONE-HUNDRED AND ONE, ONE-HUNDRED AND TWO, ONE-HUNDRED THREE, ONE-HUNDRED FOURTEEN, ONE-HUNDRED SIXTEEN SUB-TOTAL	\$38,997,015	\$35,521,253	\$3,475,762

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT ⁽¹⁾	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 12.1 - Resource Plan for OrderConnect ⁽⁷⁾	\$2,268	\$1,588	\$680
Deliverable 12.2 - Update Detailed Work Plan for OrderConnect ⁽⁷⁾	\$2,722	\$1,905	\$817
Deliverable 13.1 - Delivery of OrderConnect and Documentation ⁽⁷⁾	\$1,512	\$1,058	\$454
Deliverable 14.1 - Training Plan for OrderConnect ⁽⁷⁾	\$4,494	\$3,146	\$1,348
Deliverable 14.2 - Training for OrderConnect ⁽⁷⁾	\$36,851	\$25,796	\$11,055
Deliverable 14.3 - Training Materials for OrderConnect ⁽⁷⁾	\$3,595	\$2,516	\$1,079
Deliverable 15.0 - Configure OrderConnect ⁽⁷⁾	\$4,536	\$3,175	\$1,361
Deliverable 16.1 - Provide BackChannel File Interface (Data Warehouse) ⁽⁷⁾	\$32,700	\$22,890	\$9,810
Deliverable 16.2 - Provide BackChannel File Interface (System) for OrderConnect ⁽⁷⁾⁽¹⁰⁾	⁽¹⁰⁾	⁽¹⁰⁾	
Deliverable 16.3 - Provide InfoChannel File Interface (from County) for OrderConnect ⁽⁷⁾	\$39,000	\$27,300	\$11,700
Deliverable 16.4 - Provide InfoChannel File Interface (System) for OrderConnect ⁽⁷⁾⁽¹⁰⁾	⁽¹⁰⁾	⁽¹⁰⁾	
Deliverable 17.0 - Custom Programming Modifications ⁽⁷⁾	\$34,848	\$24,394	\$10,454
Deliverable 18.1- System Test Plan for OrderConnect ⁽⁷⁾	\$2,268	\$1,588	\$680
Deliverable 18.2 - Module Tests for OrderConnect ⁽⁷⁾	\$5,686	\$3,980	\$1,706
Deliverable 19.1 - Data Conversion Plan for OrderConnect ⁽⁷⁾	\$12,384	\$8,669	\$3,715
Deliverable 19.2 - Data Conversion Test for OrderConnect ⁽⁷⁾	\$20,640	\$14,448	\$6,192
Deliverable 20.1 - Cutover Plan for OrderConnect ⁽⁷⁾⁽⁵⁵⁾	\$134,501	\$131,304	\$3,197
Deliverable 20.2 - Pilot for OrderConnect ⁽⁷⁾	\$16,000	\$11,200	\$4,800
Deliverable 20.3 - Final Acceptance of OrderConnect ⁽⁷⁾⁽⁹⁾	⁽⁹⁾	⁽⁹⁾	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M17 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,393	\$16,393	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M18 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,393	\$16,393	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M19 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,393	\$16,393	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M20 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,884	\$16,884	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M21 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,884	\$16,884	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M22 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,884	\$16,884	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M23 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,884	\$16,884	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M24 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,884	\$16,884	
CHANGE NOTICE NUMBERS THREE AND FORTY-THREE FOR THE ORDERCONNECT MODULE SUB-TOTAL	\$487,604	\$418,556	\$69,048
FORTY-SIX, FORTY-SEVEN, FORTY-EIGHT, FORTY-NINE, FIFTY, FIFTY-ONE, FIFTY-TWO-FIFTY-THREE, FIFTY-FIVE, FIFTY-SIX, FIFTY-SEVEN, FIFTY-EIGHT, FIFTY-NINE, SIXTY, SIXTY-ONE, SIXTY-TWO, SIXTY-THREE, SIXTY-FOUR, SIXTY-FIVE, SIXTY-SIX, SIXTY-SEVEN, SIXTY-EIGHT, SIXTY-NINE, SEVENTY, SEVENTY-THREE, SEVENTY-FOUR, SEVENTY-FIVE, SEVENTY-SIX, SEVENTY-SEVEN, SEVENTY-NINE, EIGHTY, EIGHTY-ONE, EIGHTY-TWO, EIGHTY-THREE, EIGHTY-FOUR, EIGHTY-FIVE, EIGHTYSIX, EIGHTY-SEVEN, EIGHTY-EIGHT, NINETY, NINETY- FIVE, NINETY-SIX, NINETY-SEVEN, NINTY-EIGHT, AND ONE HUNDRED AND ONE, ONE HUNDRED FOURTEEN, ONE HUNDRED NINETEEN SUB-TOTAL	\$39,484,619	\$35,939,809	\$3,544,810
CHANGE NOTICE NUMBER THIRTY-NINE SUB-TOTAL	\$0	\$0	(\$3,044,810)
CHANGE NOTICE NUMBER FIFTY-FOUR SUB-TOTAL	\$0	\$0	(\$500,000)
TOTAL SCHEDULE OF PAYMENTS	\$39,484,619	\$35,939,809	\$0

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

II. CONTRACT SUM

Category	Total Cost
Implementation Services	\$39,484,619
Fixed One-Time Set-Up Fee⁽⁴⁾	\$3,504,428
Maintenance and Support Services⁽⁵³⁾⁽⁸³⁾⁽⁹²⁾⁽⁹³⁾⁽⁹⁴⁾⁽⁹⁵⁾⁽⁹⁷⁾⁽¹⁰⁰⁾⁽¹⁰³⁾⁽¹⁰⁴⁾⁽¹⁰⁶⁾⁽¹⁰⁷⁾⁽¹⁰⁸⁾⁽¹⁰⁹⁾⁽¹¹⁰⁾⁽¹¹¹⁾⁽¹¹³⁾⁽¹¹⁷⁾⁽¹²⁰⁾⁽¹²¹⁾⁽¹²²⁾⁽¹²³⁾⁽¹²⁴⁾⁽¹²⁵⁾⁽¹²⁶⁾⁽¹²⁸⁾⁽¹²⁹⁾⁽¹³¹⁾⁽¹³⁴⁾⁽¹³⁵⁾⁽¹³⁶⁾⁽¹³⁷⁾⁽¹⁴⁰⁾	\$46,274,255
Hosting Services⁽⁴⁵⁾⁽¹⁰¹⁾⁽¹¹¹⁾	\$31,176,207
Contractor's On-Site Transitional Application Administrator⁽⁶⁾⁽⁴⁹⁾	\$170,544
Peripheral Hardware⁽¹¹⁾⁽²²⁾⁽⁹³⁾⁽⁹⁴⁾⁽⁹⁷⁾	\$42,418
Pool Dollars⁽²⁹⁾⁽⁵⁰⁾⁽⁵¹⁾⁽⁵²⁾⁽⁹¹⁾⁽⁹⁶⁾⁽⁹⁷⁾⁽⁹⁸⁾⁽⁹⁹⁾⁽¹⁰⁰⁾⁽¹⁰¹⁾⁽¹⁰²⁾⁽¹⁰³⁾⁽¹⁰⁵⁾⁽¹⁰⁶⁾⁽¹¹⁰⁾⁽¹¹¹⁾⁽¹¹²⁾⁽¹¹³⁾⁽¹¹⁴⁾⁽¹¹⁵⁾⁽¹¹⁶⁾⁽¹¹⁷⁾⁽¹¹⁸⁾⁽¹¹⁹⁾⁽¹²⁰⁾⁽¹²¹⁾⁽¹²²⁾⁽¹²³⁾⁽¹²⁴⁾⁽¹²⁵⁾⁽¹²⁶⁾⁽¹²⁷⁾⁽¹²⁸⁾⁽¹²⁹⁾⁽¹³⁰⁾⁽¹³¹⁾⁽¹³²⁾⁽¹³³⁾⁽¹³⁴⁾⁽¹³⁵⁾⁽¹³⁶⁾⁽¹³⁷⁾⁽¹³⁸⁾⁽¹³⁹⁾⁽¹⁴⁰⁾	\$5,314,322
CONTRACT SUM	\$125,966,793

⁽¹⁾ Deliverable amounts are inclusive of all applicable taxes pursuant to Paragraph 8.5 (Delivery of System Software; Taxes) of this Agreement.

⁽²⁾ County shall make payment for this Deliverable as Other Professional Services out of Pool Dollars pursuant to Paragraph 4.5 (Other Professional Services) and will require the application of a form of Change Notice or an Amendment under Paragraph 6 (Change Notices and Amendments) of the Agreement.

⁽³⁾ County shall release Holdback Amount and make payment for this Deliverable pursuant to Deliverable 10.3 (Final System Acceptance) of Exhibit A (Statement of Work).

⁽⁴⁾ Fixed One-Time Set-up Fee will be due Contractor for the purchase of hardware, software, and software licenses for Contractor's Primary and Secondary Data Centers identified in Schedule D.6 (Schedule of Contractor's Primary and Secondary Data Center Hardware and Software for Hosting Services). Upon delivery of such equipment, Contractor shall submit to County a written inventory of hardware, software, and software licenses with corresponding County costs.

⁽⁵⁾ Deliverable is not subject to thirty percent (30%) Holdback.

⁽⁶⁾ Contractor shall provide on-site Transitional Application Administrator for Maintenance and Support Services for Years 1 and 2 pursuant to Deliverable 10.3 (Final System Acceptance) of Exhibit A (Statement of Work). Contractor shall invoice County on a monthly basis pursuant to Paragraph 8 (Invoices and Payments) of this Agreement.

⁽⁷⁾ County acquired the OrderConnect module under Change Notice Number Three, dated June 29, 2012, pursuant to Paragraph 6.8 of the Agreement, and County will make payment for this Deliverable as Other Professional Services out of Pool Dollars pursuant to Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽⁸⁾ Notwithstanding any other provision of this Agreement, the OrderConnect module which is part of the Connect Suite is provided under a non-exclusive usage license fee and is not provided as a perpetual license. Monthly OrderConnect services costs are licensed for 250 prescribers and 250 non-prescribers for Years 1 through 5.

⁽⁹⁾ County shall release Holdback Amount and make payment for this Deliverable pursuant to Deliverable 20.3 (Final Acceptance of OrderConnect) of Exhibit A (Statement of Work).

⁽¹⁰⁾ Cost for this Deliverable is included in and will be paid pursuant to Deliverable 6.1 (Integration) to Exhibit A (Statement of Work).

⁽¹¹⁾ County acquired and previously made payment for Peripheral Hardware under Change Notice Number Two, dated May 10, 2012, pursuant to Section II (Contract Sum) of this Exhibit C.

⁽¹²⁾ Upon the effective date of Change Notice Number Four, dated November 9, 2012, County will make payment for Deliverable 3.1.2 (Provide Dedicated Network) to Exhibit A (Statement of Work) pursuant to the completion date of February 28, 2013, as set forth in the revised Detailed Work Plan.

⁽¹³⁾ Upon the effective date of Change Notice Number Four, dated November 9, 2012, County will make payment for this Deliverable pursuant to Deliverable 3.1.4 (Confirm Hosting Environment is Established) to Exhibit A (Statement of Work) and this Exhibit C.

⁽¹⁴⁾ Upon the effective date of Change Notice Number Five, dated December 21, 2012, the cost for this Deliverable includes Other Professional Services for an Integration Professional in the amount of \$169,920, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽¹⁵⁾ Upon the effective date of Change Notice Number Seven, dated February 21, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$60,024, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽¹⁶⁾ Upon the effective date of Change Notice Number Eight, dated March 29, 2013, the cost for this Deliverable includes Other Professional Services to establish a Central Billing Office in the amount of \$680,220 [\$75,000 for the base Documentation License and \$605,220 for Other Professional Services], and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽¹⁷⁾ Upon the effective date of Change Notice Number Nine, dated April 2, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$16,675, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽¹⁸⁾ Upon the effective date of Change Notice Number Ten, dated June 28, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$438,346 [(\$228,690 for the Enhanced Web Services License, which includes \$39,690 for the first year annual Maintenance and Support Fee) and \$209,656 for Other Professional Services], and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽¹⁹⁾ Upon the effective date of Change Notice Number Eleven, dated August 15, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$18,288, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽²⁰⁾ Upon the effective date of Change Notice Number Twelve, dated August 16, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$17,600, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback. Change Notice Number Twelve is a cost-share agreement between Los Angeles County and San Francisco County. County's obligation under this Change Notice Number Twelve is \$17,600.

⁽²¹⁾ Upon the effective date of Change Notice Number Thirteen, dated August 16, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$23,526, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽²²⁾ County acquired and made payment for Peripheral Hardware under Change Notice Number Fourteen, dated August 16, 2013, pursuant to Paragraph 6.9 of Agreement and Section II (Contract Sum) of this Exhibit C.

⁽²³⁾ Upon the effective date of Change Notice Number Fifteen, dated August 16, 2013, the cost for this Deliverable includes Other Professional Services for an Integration Professional in the amount of \$164,280, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽²⁴⁾ Upon the effective date of Change Notice Number Sixteen, dated August 16, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$25,479, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽²⁵⁾ Upon the effective date of Change Notice Number Seventeen, dated August 16, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$36,168, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽²⁶⁾ Upon the effective date of Change Notice Number Nineteen, dated November 20, 2013, the cost for this Deliverable includes Other Professional Services to provide transitional services for a Central Billing Office and a Provider Services Office in the amount of \$445,820, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽²⁷⁾ Upon the effective date of Change Notice Number Twenty, dated November 20, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$38,431, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽²⁸⁾ Upon the effective date of Change Notice Number Twenty-One, dated November 20, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$63,462, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽²⁹⁾ Upon the Effective Date of Amendment Number Two, dated December 17, 2013, \$6,000,000 in Pool Dollars was allocated for County-requested Other Professional Services/Change Notices in accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 6 (Change Notices and Amendments).

⁽³⁰⁾ Upon the Effective Date of Amendment Number Two, dated December 17, 2013, \$1,856,750 in Holdback Amount was reallocated for a new Deliverable 10.1.1 (Pilot 1 Production Use) to allow a \$1,856,750 payment upon first Production Use, with the remainder of the original Holdback Amount paid at Final System Acceptance.

⁽³¹⁾ Upon the effective date of Change Notice Number Twenty-Two, dated December 27, 2013, the cost for this Deliverable includes Other Professional Services to provide additional transitional operational services in the amount of \$2,175,480, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽³²⁾ Upon the effective date of Change Notice Number Twenty-Three, dated February 05, 2014, Contractor shall modify the Avatar Application Software identified in Change Notice Number Twenty-Three, at no additional cost to County, pursuant to the requirements in Attachment B.1 (Functional Requirements) of Exhibit B (Technical Solution Requirements) of the Agreement.

⁽³³⁾ Upon the effective date of Change Notice Number Twenty-Four, dated March 03, 2014, the cost for this Deliverable includes Other Professional Services to provide temporary staffing to support IBHIS Roll-Outs in the amount of \$2,124,640, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽³⁴⁾ Upon the effective date of Change Notice Number Twenty-Five, dated April 17, 2014, Contractor shall modify the Avatar Application Software identified in Change Notice Number Twenty-Five, at no additional cost to County, pursuant to the requirement in Attachment B.1 (Functional Requirements) of Exhibit B (Technical Solution Requirements) of the Agreement.

⁽³⁵⁾ Upon the effective date of Change Notice Number Twenty-Six, dated May 12, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$88,694, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽³⁶⁾ Upon the effective date of Change Notice Number Twenty-Seven, dated July 10, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$328,035, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽³⁷⁾ Upon the effective date of Change Notice Number Twenty-Eight, dated July 10, 2014, the cost for this Deliverable includes Other Professional Services to provide up to four (4) temporary claims certification staff, in addition to the programming and project support staff, to assist in the IBHIS Contract Provider Claims Certification in the amount of \$468,456, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽³⁸⁾ Upon the effective date of Change Notice Number Thirty, dated September 30, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$24,698, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽³⁹⁾ Upon the effective date of Change Notice Number Thirty-One, dated September 30, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$26,984, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁴⁰⁾ Upon the effective date of Change Notice Number Thirty-Two, dated October 8, 2014, Contractor shall modify the Avatar Application Software identified in Change Notice Number Thirty-Two, at no additional cost to County, pursuant to the requirement in Attachment B.1 (Functional Requirements) of Exhibit B (Technical Solution Requirements) of the Agreement.

⁽⁴¹⁾ Upon the effective date of Change Notice Number Thirty-Three, dated October 8, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$34,221, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁴²⁾ Upon the effective date of Change Notice Number Thirty-Four, dated October 8, 2014, County has requested, and Contractor has agreed to defer Contractor's development of the Checkwrite File Interface pursuant to Task 6.1.1 (Develop Checkwrite File Interface) and Attachment A.1 (Auditor-Controller eCAPS Interfaces) and the Credentialing Interfaces pursuant to Task 6.1.3 (Develop Credentialing Interfaces) to Exhibit A (Statement of Work) of the Agreement. The development of such Interfaces will be completed at a later date at County's sole discretion.

⁽⁴³⁾ Upon the effective date of Change Notice Number Thirty-Five, dated October 8, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$33,842, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁴⁴⁾ Upon the effective date of Change Notice Number Thirty-Six, dated October 8, 2014, the cost for this Deliverable includes Other Professional Services to perform infrastructure Updates to the existing Hosting Environment in the amount of \$75,051, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁴⁵⁾ Upon the effective date of Change Notice Number Thirty-Six, dated October 8, 2014, 2014, the Monthly Hosting Services Fee of \$6,450, set forth in Schedule D.3 (Hosting Services Fee Schedule) to Exhibit D (Service Level Requirements,) shall commence only after month 8th of Year 1 and continue through Years 2 -5 for a Maximum Total of \$335,400, and County will make payment for such Hosting Services out of Pool Dollars pursuant to Paragraph 6.3 of the Agreement.

⁽⁴⁶⁾ Upon the effective date of Change Notice Number Thirty-Seven, dated October 8, 2014, Contractor shall modify the Avatar Application Software identified in Change Notice Number Thirty-Seven, at no additional cost to County, pursuant to the requirement in Attachment B.1 (Functional Requirements) of Exhibit B (Technical Solution Requirements) of the Agreement.

⁽⁴⁷⁾ Upon the effective date of Change Notice Number Thirty-Eight, dated October 8, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$142,242, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁴⁸⁾ Upon the effective date of Change Notice Number Thirty-Nine, dated December 19, 2014, County will make payment to Contractor for this new Deliverable in the amount \$3,044,810, originally tied to Final System Acceptance, for DMH Directly Operated functionality.

⁽⁴⁹⁾ Upon the effective date of Change Notice Number Thirty-Nine, dated December 19, 2014, Contractor shall provide on-site Transitional Application Administrator for Maintenance and Support Services pursuant to Task 10.2.1 (Pilot test System Mental Health Service Delivery Under Change Notice Number Thirty-Nine) of Exhibit A (Statement of Work) of the Agreement.

⁽⁵⁰⁾ Upon the Effective Date of Amendment Number Three, dated March 31, 2015, \$4,400,000 in Pool Dollars was allocated for County-requested Other Professional Services/Change Notices in accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 6 (Change Notices and Amendments).

⁽⁵¹⁾ County acquired the CarePathways-CareGuidance Measures services as part of Connect Suite under Change Notice Number Forty-One, dated June 3, 2015, pursuant to Paragraph 6.8 and County made payment for this Items out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽⁵²⁾ County acquired CareConnect services under Change Notice Forty-One, dated June 3, 2015, pursuant to Paragraph 6.3 of the Agreement. Such services are required to exchange information for Meaningful Use reporting. County made payment of services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽⁵³⁾ Upon the effective date of Change Notice Number Forty-One, dated June 3, 2015, Maintenance and Support Services have been increased to add CarePathways-CareGuidance Measures and CareConnect services in the amount of \$879,700. This is for a 19-month term.

⁽⁵⁴⁾ Upon the effective date of Change Notice Number Forty-Two, dated June 3, 2015, the cost for this Deliverable includes Other Professional Services to assist County with the setup, configuration, and testing of the myHealthPointe, CarePathways-CareGuidance, CareConnect, OrderConnect and Avatar Application Software required to meet Meaningful Use criteria under the HITECH Act in the amount of \$245,387, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁵⁵⁾ Upon the effective date of Change Notice Number Forty-Three, dated June 3, 2015, Contractor shall implement the OrderConnect Formulary as part of the Meaningful Use (MU) stage 2 certification criteria to allow the County to qualify for MU incentive payments under the HITECH Act pursuant to Paragraph 4.5 (Other Professional Services) of the Agreement. Contractor provided twenty-two (22) additional prescriber usage Licenses under the OrderConnect module for a total of two hundred, seventy-two (272) prescribers pursuant to Paragraph 6.8 of the Agreement. County made payment for these Licenses out of Pool Dollars pursuant to Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽⁵⁶⁾ Upon the effective date of Change Notice Number Forty-Four, dated June 10, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$176,844, to assist DMH with the implementation of ICD-10 and to subscribe to Contractor's Diagnostic Content service, which will ensure compliance with HIPAA standards and implementation guides pursuant to the requirements of the Agreement. County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽⁵⁷⁾ Upon the effective date of Change Notice Number Forty-Five, dated June 10, 2015, the cost for this Deliverable includes Other Professional Services to provide additional transitional operational services to the CBO and/or PSO in the amount of \$1,077,070, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁵⁸⁾ Upon the effective date of Change Notice Number Forty-Six, dated July 1, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications of the Avatar Cal-PM to allow for the exclusion of certain services from the Interim Batch process in the amount of \$32,762, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁵⁹⁾ Upon the effective date of Change Notice Number Forty-Seven, dated July 7, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications of the Avatar Application Software in order to add two (2) new fields, "Data Entry From Date" and "Data Entry Through Date" to the Create Interim Billing Batch File form in the amount of \$26,151, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶⁰⁾ Upon the effective date of Change Notice Number Forty-Eight, dated August 10, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications of the Avatar MSO in the amount of \$62,767 to add a new registry setting that will allow a global Fiscal Year (FY) Date to define and refine for each Contract Provider, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶¹⁾ Upon the effective date of Change Notice Number Forty-Nine, dated August 10, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications of the Avatar MSO in the amount of \$50,263 to expedite the processing of denied services to Contract Providers and allow vouchers Emergency Outreach Bureaus (EOBs) to be created in Avatar MSO that contain only denied services, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶²⁾ Upon the effective date of Change Notice Number Fifty, dated August 25, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications of the Avatar CalPM in the amount of \$67,304 to add new functionality to the Guarantor/Program Billing Defaults form, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶³⁾ Upon the effective date of the Rapid Response Change Notice Number Fifty-One, dated August 18, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$6,565, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶⁴⁾ Upon the effective date of the Change Notice Number Fifty-Two, dated September 4, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$65,501, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶⁵⁾ Upon the effective date of the Change Notice Number Fifty-Three, dated September 4, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$52,164, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶⁶⁾ Upon the effective date of Change Notice Number Fifty-Four, dated December 9, 2015, County will release the Holdback Amount of \$500,000 to Contractor for this Deliverable pursuant to County's Acceptance of the Work associated with Task (10.3 Final System Acceptance Under Change Notice Number Fifty-Four) of Exhibit A (Statement of Work) of the Agreement.

⁽⁶⁷⁾ Upon the effective date of the Change Notice Number Fifty-Five, dated December 10, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$15,284, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶⁸⁾ Upon the effective date of the Change Notice Number Fifty-Six, dated January 19, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$9,747, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶⁹⁾ Upon the effective date of the Change Notice Number Fifty-Seven, dated January 19, 2016, Contractor shall provide Other Professional Services to conduct an assessment and develop Specifications of County-requested custom software modifications to 837 file names for the purpose of fulfilling State reporting format requirements and claim reconciliation, at no additional cost to County, pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽⁷⁰⁾ Upon the effective date of the Change Notice Number Fifty-Eight, dated February 29, 2016, Contractor shall provide Other Professional Services to conduct an assessment and develop Specifications of County-requested custom software modifications to 835 file names for the purpose of fulfilling State reporting format requirements and claim reconciliation, at no additional cost to County, pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽⁷¹⁾ Upon the effective date of the Change Notice Number Fifty-Nine, dated March 9, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$54,525, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁷²⁾ Upon the effective date of the Change Notice Number Sixty, dated March 18, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$254,375, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁷³⁾ Upon the effective date of the Change Notice Number Sixty-One, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$12,458, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁷⁴⁾ Upon the effective date of the Change Notice Number Sixty-Two, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$5,893, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽⁷⁵⁾ Upon the effective date of the Change Notice Number Sixty-Three, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$10,419, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁷⁶⁾ Upon the effective date of the Change Notice Number Sixty-Four, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$5,198, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁷⁷⁾ Upon the effective date of the Change Notice Number Sixty-Five, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$16,651, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁷⁸⁾ Upon the effective date of the Change Notice Number Sixty-Six, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$9,345, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁷⁹⁾ Upon the effective date of the Change Notice Number Sixty-Seven, dated November 21, 2016, Contractor shall provide Other Professional Services to develop software modifications to the Avatar Managed Services Operations (MSO) registry setting, at no additional cost to County, pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽⁸⁰⁾ Upon the effective date of the Change Notice Number Sixty-Eight, dated November 21, 2016, Contractor shall provide Other Professional Services to develop software modifications to the Avatar Managed Services Operations (MSO) registry setting, at no additional cost to County, pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽⁸¹⁾ Upon the effective date of the Change Notice Number Sixty-Nine, dated November 21, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$207,632, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁸²⁾ Upon the effective date of the Change Notice Number Seventy, dated November 21, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$152,079, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁸³⁾ Upon the effective date of Change Notice Number Seventy-One, dated December 28, 2016, Contractor shall provide County with an additional one-year extension of Maintenance and Support Services for the subscription of CareConnect Services and CarePathways-CareGuidance Measures in the amount of \$555,600 out of Pool Dollars pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement.

⁽⁸⁴⁾ Upon the effective date of Change Notice Number Seventy-Two, dated May 2, 2017, Contractor shall provide to County CarePOV Clinician Application Software module (formerly known as "MobileConnect") under Connect Suite, at no additional cost to County. Notwithstanding any other provision of the Agreement, CarePOV Clinician shall constitute Application Software under the Agreement and is provided under a usage License fee and not provided as a perpetual License. Monthly Maintenance and Support Fees provided for this Item herein remain unchanged based on prior pricing for the formerly MobileConnect as set forth in Schedule D.2. Footnote (84) is included in this Exhibit C for the purpose of memorializing Change Notice Number Seventy-Two.

⁽⁸⁵⁾ Upon the effective date of Change Notice Number Seventy-Three, dated May 4, 2017, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$83,025, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement.

⁽⁸⁶⁾ Upon the effective date of Change Notice Number Seventy-Four, dated May 4, 2017, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$38,678, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement.

⁽⁸⁷⁾ Upon the effective date of Change Notice Number Seventy-Five, dated July 6, 2017, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$84,363, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement.

⁽⁸⁸⁾ Upon the effective date of Change Notice Number Seventy-Six, dated July 6, 2017, the cost for this Deliverable includes Other Professional Services for Training/Implementation Services of CareConnect Inbox in the amount of \$57,784, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement.

⁽⁸⁹⁾ Upon the effective date of the Change Notice Number Seventy-Seven, dated July 18, 2017, Contractor shall provide Other Professional Services to conduct an assessment and develop Specifications of County-requested custom software modifications in order to address the issue of client demographic data being overwritten by Directly Operated and Legal Entity staff/web services operations in the amount of \$5,007, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽⁹⁰⁾ Upon the effective date of Change Notice Number Seventy-Eight, dated July 19, 2017, the eRx license for Order Entry under Avatar EHR is being added to the Agreement at no additional cost to the County pursuant to Paragraph 6.8 of the Agreement. Notwithstanding any other provision of the Agreement, eRx for Order Entry shall constitute Application Software under the Agreement. Footnote (90) is included in this Exhibit C for the purpose of memorializing Change Notice Number Seventy-Eight.

⁽⁹¹⁾ Upon the Effective Date of Amendment Number Four, dated December 12, 2017, \$5,000,000 in Pool Dollars was allocated for County-requested Other Professional Services/Change Notices in accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 6 (Change Notices and Amendments).

⁽⁹²⁾ Upon the effective date of Amendment Number Three to Change Notice Number Seventy-One, dated December 27, 2017, Contractor shall provide County with an additional two-year extension of Maintenance and Support Services for the subscription of CareConnect Services and CarePathways-CareGuidance Measures in the amount of \$1,127,868 pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement. County made payment for Maintenance and Support Services out of Pool Dollars as set forth in this Exhibit C (Price and Schedule of Payments) of the Agreement.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽⁹³⁾ Upon the effective date of Change Notice Number Seventy-Nine, dated April 10, 2018, County acquired Contractor's certified OrderConnect e-Prescribing EPCS for 100 prescribers in the amount of \$65,398 [(\$42,598 for Other Professional Services), (\$7,600 for one-time cost of software/hardware tokens), and (\$15,200 for subscription services)] to use the software from June 1, 2018 through December 31, 2019, and County will make payment for such Application Software out of Pool Dollars pursuant to Paragraph 6.8 of the Agreement. Notwithstanding any other provision of the Agreement, OrderConnect ePrescribing EPCS shall constitute Application Software under the Agreement.

⁽⁹⁴⁾ Upon the effective date of Amendment Number One to Change Notice Number Seventy-Nine, dated August 16, 2018, and pursuant to Paragraph 6 of the Agreement, Exhibit C is being amended to correct an inadvertent error to the Implementation Services, Maintenance and Support Services, and Peripheral Hardware in Exhibit C of Amendment Number Three to Change Notice Number Seventy-One and Change Notice Number Seventy-Nine; and Schedule D.2 is being amended to correct an inadvertent error to the Maintenance and Support fees for years 5 through 7 of the Connect Suite Software Component in Schedule D.2 of Change Notice Number Seventy-Nine. Footnote (94) is included in this Exhibit C for the purpose of memorializing Amendment Number One to Change Notice Number Seventy-Nine.

⁽⁹⁵⁾ Upon the effective date of Change Notice Number Eighty, dated September 11, 2018, County acquired 250 additional InterSystems Cache' Enterprise Platform Specific Multi-server Licenses for a total of 1,750 concurrent Users in the amount of \$649,506 [\$228,756 for Maintenance and Support Services and \$420,750 for Application Software Delivery) pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services for years 5 through 7 out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁹⁶⁾ Upon the effective date of Change Notice Number Eighty-One, dated October 25, 2018, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$134,988, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement.

⁽⁹⁷⁾ Upon the effective date of Change Notice Number Eighty-Two, dated December 14, 2018, Extension of two hundred, seventy-two (272) OrderConnect Prescriber Subscriptions and two hundred, fifty (250) non-Prescriber Subscriptions, OrderConnect Customer Formulary Subscriptions, Diagnostic Content Subscriptions for year six (6), December 24, 2018 through December 23, 2019, and Contractor shall provide twenty-eight (28) additional prescriber usage Subscriptions under the OrderConnect module, and access to two hundred (200) additional certified OrderConnect e-Prescribing EPCS in the amount of \$341,489 [(\$15,200 for one-time cost of software/hardware tokens), and (\$326,289 for Maintenance and Support Services)] to use the software from December 24, 2018 through December 23, 2019, and County will make payment for such Application Software out of Pool Dollars pursuant to Paragraph 6.8 of the Agreement. Notwithstanding any other provision of the Agreement, OrderConnect e-Prescribing EPCS shall constitute Application Software under the Agreement. County made payment for such Licenses and Maintenance and Support Services for year 6 out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽⁹⁸⁾ Upon the effective date of Change Notice Number Eighty-Three, dated March 13, 2019, Contractor shall provide Other Professional Services to develop custom software modifications in order to enhance claim adjudication rules in the amount of \$50,497 (\$40,655 for Software Development and \$9,842 for Project management) pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽⁹⁹⁾ Upon the effective date of Change Notice Number Eighty-four, dated April 04, 2019, Contractor shall provide Other Professional Services for Custom Programming Modifications in order to add capability to make modification to the CCD's current core functionality in the amount of \$139,204 (\$104,105 for Software Development, \$6,216 for Interface Development, \$25,123 for Project management and \$3,760 for system administration) pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽¹⁰⁰⁾ Upon the effective date of Change Notice Number Eighty-five, dated October 2, 2019, County acquired 250 additional InterSystems Cache' Enterprise Platform Specific Multi-server Licenses for a total of 2,000 concurrent Users in the amount of \$975,417 [\$420,750 for Application Software Delivery and \$554,667 for Maintenance and Support Services from August 23, 2019 through December 23, 2024) pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services for years 5 through 7 out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹⁰¹⁾ Upon the effective date of the Change Notice Number Eighty-six, dated January 9, 2020, the cost for this Deliverable includes extending the subscription of the ScriptLink Web Server infrastructure and Hosting Environments in the amount of \$277,621 and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement.

⁽¹⁰²⁾ Upon the effective date of the Change Notice Number Eighty-seven, dated January 27, 2020, the cost for this Deliverable includes contractor providing other professional services to develop software modifications to the Avatar software in order to Inhibit Billing Import Process in the amount of \$65,658 and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement.

⁽¹⁰³⁾ Upon the effective date of the Change Notice Number Eighty-eight, dated February 27, 2020, Extension of three hundred (300) OrderConnect Prescriber Subscriptions and two hundred, fifty (250) non-Prescriber Subscriptions, OrderConnect Customer Formulary Subscriptions, Diagnostic Content Subscriptions and three hundred (300) additional certified OrderConnect e-Prescribing EPCS for year seven (7), December 24, 2019 through December 23, 2020, in the amount of \$336,067 for Maintenance and Support Services, and County will make payment for such Application Software out of Pool Dollars pursuant to Paragraph 6.8 of the Agreement. Notwithstanding any other provision of the Agreement, OrderConnect e-Prescribing EPCS shall constitute Application Software under the Agreement. County made payment for such Licenses and Maintenance and Support Services for year 7 out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹⁰⁴⁾ Upon the effective date of Change Notice Number Eighty-Nine, dated February 27, 2020, Contractor shall provide County with an additional one-year extension of Maintenance and Support Services for the subscription of CareConnect Services in the amount of \$534,696 out of Pool Dollars pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement.

⁽¹⁰⁵⁾ Upon the Effective Date of Amendment Number Five, dated July 14, 2020, \$5,800,000 in Pool Dollars was allocated for County-requested Other Professional Services/Change Notices in accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 6 (Change Notices and Amendments).

⁽¹⁰⁶⁾ Upon the effective date of Change Notice Number Ninety, dated September 1, 2020, County acquired RevConnect in the amount of \$132,084 [\$25,000 for Application Software Delivery, \$4,700 for Other Professional Services, and \$102,384 for Claims Management and Eligibility Verification Licenses (Demand & Batch Eligibility, 100 Billable NPI Numbers, 3000 Total Monthly Transactions) from December 24, 2020 through December 23, 2021) pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽¹⁰⁷⁾ Upon the effective date of the Change Notice Number Ninty-One, Extension of three hundred (300) OrderConnect Prescriber Subscriptions and two hundred, fifty (250) non-Prescriber Subscriptions, OrderConnect Customer Formulary Subscriptions, Diagnostic Content Subscriptions and three hundred (300) additional certified OrderConnect e-Prescribing EPCS for Year eight (8) and Year nine (9), December 24, 2020 through December 23, 2022, in the amount of \$767,410 for Maintenance and Support Services, and County will make payment for such Application Software out of Pool Dollars pursuant to Paragraph 6.8 of the Agreement. Notwithstanding any other provision of the Agreement, OrderConnect e-Prescribing EPCS shall constitute Application Software under the Agreement. County made payment for such Licenses and Maintenance and Support Services for year 7 out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹⁰⁸⁾ Upon the effective date of Change Notice Number Ninety-Two, Contractor shall provide County with Maintenance and Support Services for the subscription of CareConnect Services for Year eight (8) and Year nine (9), December 24, 2020 through December 23, 2022, in the amount of \$1,117,996 out of Pool Dollars pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement.

⁽¹⁰⁹⁾ Upon the effective date of Change Notice Number Ninety-Four, Contractor shall extend the existing 250 additional InterSystems Cache' Enterprise Licenses for Years eight (8) and nine (9), December 24, 2020 through December 23, 2022 in the amount of \$209,359 pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement. County made payment for Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹¹⁰⁾ Upon the effective date of Change Notice Number Ninety-Five, County acquired Netsmart Identity and Access Management (NIAM) in the amount of \$187,810 [\$59,650 for Other Professional Services, and \$128,160 for the subscription (for 5000 Avatar users and 1000 ProviderConnect users) for nine (9) months in Year eight (8) and all of Year nine (9)] from March 24, 2021 through December 23, 2022) pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹¹¹⁾ Upon the effective date of Change Notice Number Ninety-Six, County acquired Contractor's Integration Platform as a Service (IPaaS) - Fast Healthcare Information Resources (FHIR) Services and Professional Services in the amount of \$785,198 [\$69,982 for Setup and Startup Professional Services, \$365,000 for Contractor FHIR Services License, and \$95,327 for Hosting for seven (7) months in Year eight (8) (from May 24, 2021 through December 23, 2022) and all of Year nine (9), \$133,097 for Maintenance for seven (7) months in Year eight (8) and all of Year nine (9) (from May 24, 2021 through December 23, 2022) and \$121,792 for FHIR Technical Support Services for six (6) months in Year eight (8) and six (6) months in Year nine (9) from June 24, 2021 through June 23, 2022] pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Professional Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹¹²⁾ Upon the effective date of Change Notice Number Ninety-Seven, Contractor shall provide Other Professional Services to conduct an assessment and develop Specification of County-requested software modifications to prevent the updating of an existing Coverage Effective Date (CED) to a later date in the amount of \$9,417 (\$4,693 for Software Development, \$2,820 for Application Programming Support, and \$1,904 for Project management) pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽¹¹³⁾ Upon the effective date of Change Notice Number Ninety-Eight, County acquired BD Pyxis HL-7 Interface in the amount of \$64,197 [\$46,047 for Other Professional Services, \$15,000 for the Standard HL-7 interface license, and \$3,150 for maintenance annually] pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹¹⁴⁾ Upon the effective date of Change Notice Number Ninty-Nine, Contractor shall provide Other Professional Services to train DMH CBO staff on the creation of the 270 batch and submission to one Guarantor in the amount of \$5,781 (Project management for \$1,088 and Trainer for \$4,693) pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽¹¹⁵⁾ Upon the effective date of Change Notice Number One Hundred, Contractor shall extend RevConnect Claims Management and Eligibility Verification Licenses in the amount of \$214,068 [\$105,444 for Year Nine (9) and \$108,624 for Year Ten (10) from December 24, 2021 through December 23, 2023) pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹¹⁶⁾ Upon the effective date of Change Notice Number One Hundred One, County acquired myHealthPointe 2.0 Enterprise in the amount of \$42,235 for Other Professional Services [\$8,160 for Project Management and \$34,075 for Application Programming] pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. The existing monthly fees for myHealthPointe will remain the same under this Change Notice. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹¹⁷⁾ Upon the effective date of Change Notice Number One Hundred Two, County acquired CareConnect CareQuality in the amount of \$107,991 [\$49,991 for Other Professional Services, and \$58,000 for the subscription for three (3) months in Year nine (9) and all of Year ten (10) and eleven (11)] from August 24, 2022, through December 23, 2024) pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹¹⁸⁾ Upon the effective date of Change Notice Number One Hundred and Three, Contractor shall provide Other Professional Services for Avator NX and ProviderConnect NX Training in the amount of \$36,468 pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽¹¹⁹⁾ Upon the Effective Date of Amendment Number Six, dated December 5, 2022, \$9,460,000 in Pool Dollars was allocated for County-requested Other Professional Services/Change Notices in accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 6 (Change Notices and Amendments).

⁽¹²⁰⁾ Upon the effective date of Change Notice Number One Hundred and Four, Extension of three hundred (300) OrderConnect Prescriber Subscriptions and two hundred, fifty (250) non-Prescriber Subscriptions, OrderConnect Customer Formulary Subscriptions, Diagnostic Content Subscriptions and three hundred (300) certified OrderConnect e-Prescribing EPCS for Year ten (10) and eleven (11), December 24, 2022 through December 23, 2024, and Contractor shall provide fifty (50) additional Prescriber and non-Prescriber usage Subscriptions under the OrderConnect module, and fifty (50) additional certified OrderConnect e-Prescribing EPCS in the amount of \$937,365 [(\$3,800 for one-time cost of EPCS tokens), and (\$933,565 for Maintenance and Support Services)] to use the software from December 24, 2022 through December 23, 2024, and County will make payment for such Application Software out of Pool Dollars pursuant to Paragraph 6.8 of the Agreement. Notwithstanding any other provision of the Agreement, OrderConnect e-Prescribing EPCS shall constitute Application Software under the Agreement.

⁽¹²¹⁾ Upon the effective date of Change Notice Number One Hundred and Five, Contractor shall provide County with Maintenance and Support Services for Year ten (10) and eleven (11), December 24, 2022 through December 23, 2024 for the subscription of CareConnect Services in the amount of \$1,186,081 pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement. County made payment for Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹²²⁾ Upon the effective date of Change Notice Number One-Hundred and Six, Contractor shall extend Hosting Environments subscriptions and ScriptLink Web Server infrastructure services from December 24, 2022, through December 23, 2024, for Years ten (10) and eleven (11) in the amount of \$406,711 pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.3 (Hosting Services Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement. County made payment for Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽¹²³⁾ Upon the effective date of Change Notice Number One Hundred and Seven, Contractor shall extend the existing 250 additional InterSystems Cache' Enterprise Licenses for Years ten (10) and eleven (11), December 24, 2022 through December 23, 2024 in the amount of \$222,107 pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement. County made payment for Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹²⁴⁾ Upon the effective date of Change Notice Number One Hundred and Eight, Contractor will extend Netsmart Identity and Access Management (NIAM) Subscription for Years ten (10) and eleven (11), December 24, 2022, through December 23, 2024 in the amount of \$155,061 pursuant to Paragraph 6.8 and at the rates set forth in Exhibit C (Price and Schedule of Payments), and Schedule D.2 (Maintenance and Support Fee Schedule) of the Agreement. County made payment for Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹²⁵⁾ Upon the effective date of Change Notice Number One Hundred and Nine, Contractor will extend the existing iPaaS FHIR Services, Hosting, Maintenance from December 24, 2022, through December 23, 2024, for Year ten (10) and Year eleven (11) of the Agreement in the amount of \$342,414 pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and as set forth in Attachment A.3 (System Definition as of Effective Date) and Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements), Exhibit C (Price and Schedule of Payments), and Schedule D.2 (Maintenance and Support Fee Schedule), and Schedule D.3 (Hosting Services Fee Schedule) of the Agreement.

⁽¹²⁶⁾ Upon the effective date of this Change Notice Number One Hundred Ten, Contractor will extend the existing BD Pyxis HL-7 Interface maintenance in the amount of \$6,587 for Years ten (10) and eleven (11), from December 24, 2022 to December 23, 2024, pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and as set forth in Attachment A.3 (System Definition as of Effective Date) and Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements), Exhibit C (Price and Schedule of Payments), and Schedule D.2 (Maintenance and Support Fee Schedule) of the Agreement.

⁽¹²⁷⁾ Upon the effective date of this Change Notice Number One Hundred and Eleven, County will acquire Imprivata FairWarning Integration Professional Services to collect Avatar PHI data for privacy and compliance purposes in the amount of \$56,324 pursuant to Paragraph 6.8 and Paragraph 4.5 (Other Professional Services) and as set forth in Attachment A.3 (System Definition as of Effective Date) and Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements), and Exhibit C (Price and Schedule of Payments).

⁽¹²⁸⁾ Upon the effective date of Change Notice Number One Hundred Twelve, County will acquire subscription for Netsmart's Telehealth solution for a Pilot (Phase 1), a six (6) month trial period will start with a Kick-off meeting Sixty (60) Days following the execution date of this Change Notice, in the amount of \$140,000 [\$20,000 for One-Time Setup Fee, \$20,000 per month subscription for 6 months for a total \$120,000] pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹²⁹⁾ Upon the effective date of Change Notice Number One Hundred Thirteen, County will acquire subscription for AMA CPT AMA CPT Coding Subscription License for calendar Years 2022, 2023, and 2024 in the amount of \$256,188 pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹³⁰⁾ Upon the effective date of Change Notice Number One Hundred Fourteen, County will acquire Avatar NX and ProviderConnect NX Conversion Implementation Professional Services to upgrade Avatar EHR and ProviderConnect in the amount of \$1,079,718 Other Professional Services [\$57,120 for Project Management, \$90,896 for System Administration, \$250,672 for Training, and \$681,030 for Application Programming Support] pursuant to Paragraph 6.8 and Paragraph 4.5 (Other Professional Services) and as set forth in Attachment A.3 (System Definition as of Effective Date) and Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements), Exhibit C (Price and Schedule of Payments), and Schedule D.2 (Maintenance and Support Fee Schedule) of the Agreement.

⁽¹³¹⁾ Upon the effective date of Change Notice Number One Hundred Fifteen, County will acquire subscription for Bi-directional Patient Administration (ADT) interface between CollectiveMedical® Emergency Department Information Exchange (EDIE) and County's myAvatar CareRecord solution in the amount of \$625,660 [for six (6) months in Year ten (10) and all of Year eleven (11)] from July 1, 2023, through December 23, 2024 pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹³²⁾ Upon the effective date of Change Notice Number One Hundred Sixteen, County will acquire Personal Pronouns fields Professional Services to update Avatar demographic fields in the amount of \$6,916 Other Professional Services pursuant to Paragraph 6.8 and Paragraph 4.5 (Other Professional Services) and as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹³³⁾ Upon the Effective Date of Amendment Number Seven, \$1,990,000 in Pool Dollars was allocated for County-requested Other Professional Services/Change Notices in accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 6 (Change Notices and Amendments).

⁽¹³⁴⁾ Upon the effective date of Change Notice Number One Hundred Seventeen, County will acquire subscription for CareManager Care Court solution in the amount of \$974,667 [for four (4) months in Year ten (10) and all of Year eleven (11)] from September 1, 2023, through December 23, 2024 pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹³⁵⁾ Upon the effective date of Change Notice Number One Hundred Eighteen, County will acquire subscription for CareManager Enhanced Care Management (ECM) solution in the amount of \$1,075,333, with \$450,000 one-time fee and \$625,333 subscription costs [for four (4) months in Year ten (10) and all of Year eleven (11)] from September 1, 2023, through December 23, 2024 pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹³⁶⁾ Upon the effective date of Change Notice Number One Hundred and Nineteen, Contractor shall extend RevConnect Claims Management and Eligibility Verification Licenses in the amount of \$111,888 (for Year Eleven (11) from December 24, 2023 through December 23, 2024) pursuant to Paragraphs 6.8 of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹³⁷⁾ Upon the effective date of Change Notice Number One Hundred and Twenty, County will acquire subscription for Netsmart's Telehealth solution provide a 15-month subscription and Telehealth support services for the Netsmart Telehealth solution execution date of this Change Notice, in the amount of \$320,000 [\$20,000 for One-Time Setup Fee, \$20,000 per month subscription fee for 15 months for a total \$300,000] pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹³⁸⁾ Upon the effective date of Change Notice Number One-Hundred Twenty One, County will acquire HIDEX FHIR Web Service Enhancement with Other Professional Services in the amount of \$260,899 [Project Manager - \$28,016, Application Programming Support - \$24,205, Interface Developer - \$56,032, Software Developer - \$152,646] pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽¹³⁹⁾ Upon the effective date of Change Notice Number One-Hundred Twenty-Two County will acquire MDM Demographic Modifications and Mapping - Phase 1 with Other Professional Services in the amount of \$134,268 [Project Manager - \$7,436, Application Programming Support - \$33,592, Software Developer - \$93,240] pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹⁴⁰⁾ Upon the effective date of Change Notice Number One Hundred Twenty-Three, County will acquire Expansion CareManager subscription for Interim Housing Outreach Program (IHOP) Program Implementation in the amount of \$600,000, pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

Draft



INFORMATION SECURITY AND PRIVACY REQUIREMENTS FOR CONTRACTS

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

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

1. DEFINITIONS

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

- a. **Availability:** the condition of information being accessible and usable upon demand by an authorized entity (user, process, device).
- 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 will 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 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 must exercise the same degree of care in safeguarding and protecting County information that the Contractor exercises with respect to its own information and data and, at a minimum, a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, availability, and integrity, of County information.

The Contractor's Information Security Program will:

- Protect the confidentiality, availability and Integrity, of County information in the Contractor's possession or control;
- Protect against any anticipated threats or hazards to the confidentiality, availability and Integrity, of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County information;
- Protect against accidental loss or destruction of, or damage to, County information; and
- Safeguard County information in compliance with any applicable laws and regulations which apply to the Contractor.

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

The Contractor must exercise the same degree of care in safeguarding and protecting County information that the Contractor exercises with respect to its own information and data and, at a minimum, a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the confidentiality of County information.

The Contractor's Privacy Program must include:

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

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under the Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County any County information it receives from, receives addressed to, or stores on behalf of the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the system software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to, the

County, and (ii) such data or information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

a. Confidentiality of County Information.

The Contractor agrees that all County Information is confidential and proprietary to the County regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential". All County information received by the Contractor will be marked in writing as "Confidential". Notwithstanding the foregoing, failure to mark any document containing Confidential Information as "Confidential" prior to disclosure will not exempt it from confidential treatment.

b. Disclosure of County Information. The Contractor may disclose County Information only as necessary to carry out its obligations under the Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's Contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's Contract administrator immediately, and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. Disclosure Restrictions of Non-Public Information. While performing work under the Contract, the Contractor may encounter County non-public information ("NPI") including, but not limited to, licensed technology, drawings,

schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in Board of Supervisors' Policy 6.104 – Information Classification Policy as NPI. The Contractor must not disclose or publish any County NPI and/or material received or used in performance of the Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor must acknowledge any request or instruction from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or State laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any requests or instructions from the County within seven calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must 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 must notify the County as described in Section 14 below, SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit and as set forth in the Contract, and will require all employees, agents, and volunteers to sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a. **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b. **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c. **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d. **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing information to inappropriate recipients, etc.

- e. **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f. **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b above, Privacy Program.

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

8. **SUBCONTRACTORS AND THIRD PARTIES**

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

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

9. **STORAGE AND TRANSMISSION OF COUNTY INFORMATION**

All County information should be protected via encryption whether at rest or during transport so as to prevent unauthorized individuals the ability to read, use or decipher said information. The Contractor will encrypt all workstations, portable devices (such as mobile, wearables, and tablets), removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media), servers (whether virtual or physical) and/or systems (including Cloud platforms, infrastructure and services) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by DMH's Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with the latest or 1 version removed from latest, Transport Layer Security (TLS) or Internet Protocol Security (IPSec), which uses a minimum cipher strength of 128 bit or higher. Contractor must request and be granted

approval by DMH's Information Security Officer in order to use an alternative or equivalent secure transmission protocol or method.

In addition, the Contractor must request and be granted approval by DMH's Information Security Officer in order to store County Information on any cloud infrastructure, platform service or in any other online storage provider.

All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by DMH's Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

a. Return or Destruction. Upon County's written request, or upon expiration or termination of the Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of the 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, under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

b. Method of Destruction. The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging or

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

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

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

encrypted in compliance with the encryption requirements noted above in Section 9, STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

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

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

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

14. SECURITY AND PRIVACY INCIDENTS

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

- a. 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 must be submitted via encrypted email and telephone.

Chief Information Security Officer:

Jeffrey Aguilar
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
Phone: (213) 253-5659

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
Phone: (213) 351-5363

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

DMH Departmental Information Security Officer:

DMH Departmental Information Security Officer
510 S. Vermont Avenue, 16th Floor
Los Angeles, CA 90020
Phone: (213) 947-6591

DMH Departmental Information Security Officer email:

InformationSecurity@dmh.lacounty.gov

DMH Departmental Privacy Officer:

DMH Departmental HIPAA Privacy Unit
510 S. Vermont Avenue, 15th Floor
Los Angeles, CA 90020
Phone: (213) 943-9376

DMH Departmental HIPAA PRIVACY UNIT

Privacy@dmh.lacounty.gov

- b. Include the following Information in all notices:
 - (i) The date and time of discovery of the Incident;
 - (ii) The approximate date and time of the Incident;
 - (iii) A description of the type of County Information involved in the reported Incident;
 - (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; and
 - (v) The name and contact information for the organization's 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 request, without charge, unless the Incident was caused by the acts or omissions of the

County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County, or its third-party designee at the County's election, to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, reviews of documentation, or technical inspections of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

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

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

16. AUDIT AND INSPECTION

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

recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

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

- b. **Third Party HIPAA Security and Privacy Compliance**, The Contractor must obtain and maintain one independent third-party certification that verify compliance with the HIPAA Security Rule and Privacy Rule, or other generally accepted security frameworks that align with HIPAA. Acceptable certifications include, but are not limited to, HITRUST CSF, SOC 2 Type II, ISO/IEC 27001. The Contractor must ensure its chosen certification is in good standing at all times during the term of this Agreement. The Contractor shall provide Covered Entity with copies of the certification reports upon request.

The Contractor must notify Covered Entity without unreasonable delay if any certification is suspended, revoked, or otherwise becomes invalid. The Contractor must take immediate steps to rectify any issues and restore the certification to good standing.

The Covered Entity must treat all audit, inspection, examination and certification documents and related information as confidential and will be used solely for the purpose of verifying the Contractor's compliance with the terms of this Agreement and applicable laws and regulations.

- c. **Federally Mandated Audits**, The Health Information Technology for Economic and Clinical Health (HITECH) Act requires the Office Of Civil Rights (OCR) within the Department of Health and Human Services (HHS) to periodically audit covered entities and business associates for their compliance with the HIPAA Privacy, Security, and Breach Notification Rules. The Contractor will promptly notify the County of any OCR audit or investigation and will keep the County informed of the progress and results of such audit or investigation. The Contractor will also provide the County with copies of any reports, findings, or recommendations issued by the OCR as a result of the audit or investigation.

17. CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$5 million per occurrence and \$15 million 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 will add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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

19. CERTIFICATION

Within 10 business days of the receipt of this document, Contractor must complete and provide to County the Exhibit R "DMH Contractor's Compliance with Information Security Requirements" questionnaire (for itself and on behalf of its subcontractors) certifying that will be compliant with Los Angeles County Board of Supervisors' Policies and attest that it has implemented adequate controls to meet the expected Information Security minimum standard set forth above, at the commencement and during the term of the Contract.

In addition, Contractor must be prepared to provide supporting evidence upon request to validate its compliance. Failure on the part of the Contractor to comply with any of the provisions of this Exhibit, "Information Security and Privacy Requirements for Contracts," will constitute a material breach of this arrangement upon which the County may terminate or suspend the Contract.

20. REPORTING REQUIREMENTS FOR SIGNIFICANT CHANGES

During the term of the Contract, Contractor must notify the County within 10 days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Depending on the change(s), Contractor may be asked to re-submit Exhibit R, "DMH Contractor's Compliance with Information Security Requirements".

21. MAINTAINING COMPLIANCE

Contractor must provide updates about its information security practices **annually** by completing Exhibit R "DMH Contractor's Compliance with Information Security Requirements" questionnaire. By submitting, Contractor certifies that its implemented controls will continue to be in compliance with Los Angeles County Board of Supervisors' Policies, and the expected minimum standard set forth above during the term of any arrangement that may be awarded pursuant to this agreement. The completed forms must be returned to DMH Information Security Officer (DISO) within 10 business days of receipt and must be approved for continuous business with the County.

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in the Contract, including payment of the license fees to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of the Contract, to enable the County to use the full benefits of the SaaS and achieve the purposes stated therein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, the Contractor must, within 24 hours, implement the Contractor's Business Continuity Plan, consistent with Section 12 of Exhibit D.7, OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 of Exhibit D.7, PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor must include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery, and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor must create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to and during installation and implementation of the SaaS, any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of the Contract, the Contractor must promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within 30 days update or provide the new version to the County. The Contractor must provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor must not delete or disable a feature or functionality of the SaaS unless the Contractor provides 60 days' advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County will have the sole discretion whether to accept such replacement. The replacement will be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. Location of County Information:** The Contractor warrants and represents that it will store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. Annual Data Center Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor must have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings must be shared with County's Chief Information Security Officer within 10 business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. Services Provided by a Subcontractor:** At least 30 days prior to engaging a Subcontractor for the SaaS under the Contract, the Contractor must notify County of the proposed subcontractor(s) and the purposes for which they may be engaged, and obtain written consent of the County's Contract Administrator.
- g. Information Import Requirements at Termination:** Within one day of notification of termination of the Contract, the Contractor must provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. Termination Assistance Services:** During the 90-day period prior to, and/or following the expiration or termination of the Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
- (i) Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - (ii) Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - (iii) Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - (iv) Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in the Contract, the Contractor will ensure the following provisions and security controls are established for any and all Systems or Hardware provided under the Contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under the Contract. The Contractor must be able to provide such management records to the County at inception of the Contract and upon request thereafter.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under the Contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under the Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of the Contract, the Contractor must document its access control plan for Systems or Hardware covered under the Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within 90 days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within 90 days, the Contractor must provide a Risk assessment to the County's CISO.
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the DISO who will consult with the CISO. The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of the Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under the Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's CISO.
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the DISO who will consult with the County's CISO to ensure provided hardware is free and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor will manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under the Contract (hereinafter referred to as “County Source Code”) must be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the Contract period, the Contractor will be granted access to the County’s private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.



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

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules") as well as the 21st Century Cures Act of 2016 and regulations promulgated thereunder including but not limited to the Office of the National Coordinator for Health Information Technology (ONC) Final Rule.

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions

or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the

Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.
- 4.3 Business Associate shall be responsible for the provision of an annual mandatory information security and privacy training, for all staff that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA).

4.3.1 Business Associate shall monitor, track, document and make available upon request by the federal, State and/or County government the annual information security and privacy training (e.g., training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.) provided to Business Associate's workforce members, including clerical, administrative/management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County.

4.4 Business Associate shall ensure that all workforce members, including clerical, administrative, management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access sensitive content such as Protected Health Information. The statement must be renewed annually.

4.5 Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Business Associate's security and privacy policies and procedures, including termination of employment where appropriate.

5. **REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach
- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3)

business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012**, CISO-Privacy@ceo.lacounty.gov, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 17.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 7. ACCESS TO PROTECTED HEALTH INFORMATION**
- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall

provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

- 7.4 To the extent that Business Associate's services involve the facilitation of PHI exchange or networks or the development, provision, or support of EHR systems, Business Associate shall ensure, as applicable, that such services are performed in a manner that complies with the 21st Century Cures Act, including but not limited to enabling Covered Entity to provide individuals with access to their electronic protected health information, enabling information sharing, adhering to data exchange standards, and enabling the access, exchange, and use of ePHI.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;

- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1 and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) business days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

10.3 Business Associate must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the requirements stated in this Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Business Associate must attest that it has implemented Exhibit Q Information Security and Privacy Requirements for Contracts. The completed Exhibit R, "DMH Contractor's Compliance with Information Security Requirements" questionnaire must be returned to DMH Information Security Officer (DISO) for approval within ten (10) business days from the signed date of this agreement, and must

be approved prior to the commencement of this agreement with the County and annually thereafter. Business Associate must be prepared to provide supporting evidence upon request.

- 10.4 During the term of the agreement, Business Associate must notify the Covered Entity within ten (10) days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Dependent on the adjustment, Business Associate may be asked to re-submit Exhibit R "DMH Contractor's Compliance with Information Security Requirements" questionnaire, to document the change.
- 10.5 Business Associate must ensure that prior to access, its workforce members including Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, acknowledge and sign the Exhibit S, "The Confidentiality Oath (Non-DMH Workforce Members)", of the agreement. Business Associate must maintain and make available upon request by the federal, State and/or County representatives.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the

Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate

in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 The term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 17 shall survive the termination or expiration of this Business Associate Agreement.

17. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

17.1 Except as provided in Section 17.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 17.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

17.2 Destruction for purposes of Section 17.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

17.3 Notwithstanding Section 17.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

17.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

17.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

17.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 17.2.

18. AUDIT, INSPECTION, AND EXAMINATION

18.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in the underlying agreement.

18.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

18.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

18.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 18.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

18.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other

services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 18.6 Section 18.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19. MISCELLANEOUS PROVISIONS

- 19.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 19.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 19.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 19.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 19.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

19.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

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BUSINESS ASSOCIATE

By

Joseph McGovern

Authorized Signatory Name

Executive Vice President

Authorized Signatory Title



Authorized Signatory Signature

6/28/2024

Date

Draft

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
MENTAL HEALTH SERVICES ACT (MHSA) ISSUE RESOLUTION PROCESS (IRP)
GUIDELINES

A. Los Angeles County Department of Mental Health (local) Issue Resolution Principles:

Issues regarding MHSA should initially be addressed at the local level¹. The local process should be completed in an expedient manner, with decisions being consistent with MHSA statutes and regulations. General principles and processes for a local MHSA issue resolution process should include:

1. The right for an Issue Filer to bring an issue forward.
2. The review of an issue by an impartial body.
3. Written notification of the outcome to the Issue Filer.

B. Issues Appropriate for this Process:

1. Allegations of lack of access to appropriate mental health services;
2. Violation of statute or regulations relating to use of MHSA funds;
3. Non-compliance with the General Standards pursuant to Welfare and Institutions Code §3320²
4. Inconsistency between the approved MHSA Plan and its implementation;
5. Concerns that the local MHSA Community Program Planning Process does not meet requirements of State law and/or regulation; and
6. Allegations that the use of MHSA funds will result in supplantation.

C. How to Submit an MHSA Issue:

A filer has three options to submit an issue:

1. An issue can be filed with a provider/facility.
 - a. The filer will follow the process put in place by the provider/facility.
 - b. All facilities must keep a MHSA issue log that tracks any issues that are filed at the facility related to care provided using MHSA dollars. The log must include the nature of the issue, the disposition of any investigation into the issue, and if the investigation has been closed what was the outcome. A copy of the log needs to be emailed securely to DMH on a quarterly basis (September 30th, December 31st, March 31st and June 30th): mhsadmin@dmh.lacounty.gov.
2. An issue can be filed using the following link: [MHSA Issue Resolution Form](#)
3. An issue can be filed in person at 510 S. Vermont Avenue, 1st floor, Los Angeles, CA 90020.

D. What to Expect When Filing an Issue Using the Portal or In-Person

1. The MHSA Administration & Oversight Division will investigate the issue and try to resolve it.
2. If the issue is resolved, the Issue Filer will receive a notification of resolution in writing.

E. Process if the Filer Does Not Agree with the Local Resolution

If the filer does not agree with the local resolution, the filer may file an appeal with the following agencies:

- Department of Health Care Services (DHCS) at:
Department of Health Care Services
Mental Health Services Division
Attention: MHSA Issue Resolution Process
1500 Capitol Avenue, MS 2702
P.O. Box 997413
Sacramento, CA 95899-7 413
Phone: (916) 319-9758
Email: mhsa@dhcs.ca.gov
- Mental Health Services Oversight and Accountability Commission (MHSOAC)
1325 J Street, Suite 1700
Sacramento, CA 95814
Phone: (916) 445-8696
Fax: (916) 445-4927
Email: MHSOAC@mhsoac.ca.gov

The IRP is subject to revision as needed.

¹ As a general rule, DHCS will require that the local issue resolution process be accessed and exhausted but understands that, in some instances, this may not be possible. Each case will be reviewed accordingly.

² Community Collaboration. Cultural Competence, Client Driven, Family Driven. Wellness, Recovery, and Resilience Focused, and Integrated Service Experiences for clients and their families.

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

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Rev. [4/16/24]

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

Netsmart Technologies, Inc.

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: N/A
- b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: None
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

Contributions are prohibited, per corporate policy of Declarant Company

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

Netsmart, Inc., Nathan Intermediate LLC, and Netsmart LLC (each are Holdco entities with no independent operations or assets)

b) Subsidiaries:

Remarkable Health Acquisition Corp, Remarkable Health LLC, UDSMR LLC, HealthTech Solutions Group, LLC, Gaffey & Associates Inc., Netsmart HOT Acquisition Corp, Hands on Technology (d/b/a TheraOffice), Z-CORE Analytics, LLC, Netalytics Acquisition Holdings, LLC, Netalytics, LLC, SMART Management, LLC

c) Related Business Entities:

None

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

N/A- over 35 shareholders

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

CONTRIBUTION AND AGENT DECLARATION FORM

None other than the parent and subsidiary companies listed in question #2 above

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

(Do not list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, or (2) provide purely technical data or analysis, and who will not have any other type of communication with a County agency, employee, or officer.)

Our SVP and General Counsel, Lynn Marasco or her designee will represent Netsmart in communication with a County Officer regarding the award or approval

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

Not applicable

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date. None

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months. None

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

CONTRIBUTION AND AGENT DECLARATION FORM

*Please attach an additional page, if necessary.

C. **DECLARATION**

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are **no** additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, Nate Poundstone (Authorized Representative), on behalf of Netsmart Technologies, Inc. (Declarant Company), at which I am employed as SVP/Chief Accounting Officer (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.



Signature

5/14/2024

Date

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

Curley L. Bonds, M.D.
Chief Medical Officer

Connie D. Draxler, M.P.A.
Acting Chief Deputy Director

December 14, 2023

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

FROM: Lisa H. Wong, Psy.D.
Director

Connie D. Draxler

SUBJECT: **NOTICE OF INTENT TO EXTEND THE TERM OF AGREEMENT NUMBER 77676 WITH NETSMART TECHNOLOGIES, INC., FOR THE CONTINUED PROVISION OF THE INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts), the Department of Mental Health (DMH) is informing the Board that it intends to extend the current contract with Netsmart Technologies, Inc. (Netsmart), to continue the provision of the Integrated Behavioral Health Information System (IBHIS).

DMH will request that your Board approve an amendment to extend the term of Agreement Number 77676 with Netsmart on a sole source basis for two years, effective December 24, 2024, through December 23, 2026, with three optional one-year extensions. The Total Contract sum for Fiscal Years 2024-25 and 2025-26 is \$26,458,037, fully funded by the State Mental Health Services Act revenue.

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.100, DMH is required to provide advance written notice and justification to the Board at least six months prior to the expiration of an existing contract to amend the contracts when departments do not have delegated authority to execute such amendments. The Chief Information Office has reviewed and concurs with this sole source justification. In addition, this matter was briefed at the Operations Cluster

Meeting on December 13, 2023. Unless otherwise instructed by your Board Office within four weeks of this notice, DMH will begin contract negotiations and after the six month notification period, DMH will present to your Board a letter for approval to execute a sole source extension amendment with Netsmart.

JUSTIFICATION

DMH's implementation of IBHIS has proven to be the most comprehensive solution in serving the largest mental health population in the country. IBHIS is a fully integrated, web-enabled software system that supports multiple simultaneous users and securely interfaces with several County information systems and other healthcare organizations. IBHIS provides clinical, administrative, financial, and secure data sharing functionality to support the State of California Department of Health Care Services (DHCS) Medi-Cal and Federal Medicare programs. The DHCS and the County have a highly complex set of requirements, processes, and policies, for medical billing and mental health providers. The County has invested nearly \$124 million in the existing IBHIS, and it has been customized to fit the complex needs of the State and County during the last 10 years.

However, the DHCS is encouraging counties to use a common Electronic Health Record (EHR) System which will enable the State's view of having a wholistic county behavioral health data aggregation and interoperability. The California Mental Health Services Authority, an independent administrative and fiscal public entity representing California counties, took the State's guidance and procured a semi-statewide EHR System (Streamline). Currently there are 23 counties participating in the semi-statewide EHR system. However, to ensure that all State and County requirements are met for this transition, DMH requires more time to evaluate system features and functionality. In particular, the County is most interested in system performance since Streamline is intended to be used by all counties. As such, a comprehensive assessment of Streamline will need to be performed to determine baseline features and functionality offered to participating California counties. In addition, DMH will need time to perform a gap analysis between IBHIS and Streamline and during this process DMH must have an EHR system in place until it has been decided if we can use the State's system.

Each Supervisor
December 14, 2023
Page 3

If you have any questions, or require additional information, please contact me by email at LWong@dmh.lacounty.gov or (213) 947-6670, or your staff may contact Mark Cheng, Chief Information Officer, at MCheng@dmh.lacounty.gov or (213) 878-0180.

LHW:CDD:KN
SK:MC:ZW:atm

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

Draft

SOLE SOURCE CHECKLIST

Department Name: _____

New Sole Source Contract

Existing Sole Source Contract Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ 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> ”
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ 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.
	➤ 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.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	9/11/2024	
BOARD MEETING DATE	9/24/2024	
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 Development Authority (LACDA)	
SUBJECT	CONTRACT FOR GOVERNMENT PROCUREMENT SOFTWARE SOLUTION AND SUPPORT SERVICES	
PROGRAM	Information Technology	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$530,881.00	Funding source: Program funds in the LACDA's Fiscal Year 2024-27 operating budgets
	TERMS (if applicable): One year with two optional one-year extensions.	
	Explanation: No impact on the County General Fund. Funding for the contract is included in LACDA's Fiscal Year 2024-2025 budget and will be included in future FY budgets. The three-year contract sum is \$482,619 plus up to \$48,262 in pool dollars.	
PURPOSE OF REQUEST	The contract will provide a procurement software solution and support services for contract management, supplier engagement, evaluations and awards, solicitation development, and requisitions.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The maintenance and support will include the manufacturer's OpenGov, Inc. standard support and software services with unlimited of the following: number of support cases per year, access to OpenGov resource center, access to the support request portal, and business hours access to phone/chat support, based on OpenGov End User License Agreement and Support and Software Service Level Agreement. The LACDA will utilize the NASPO cooperative purchasing program allowed by the LACDA Procurement and Contracting Policies and Procedures.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Cesar Delgado, IT Manager, (626) 586-1707 Cesar.Delgado@lacda.org Deanna Trantraphol, Procurement Officer, (626) 586-1731 Deanna.Trantraphol@lacda.org	

September 24, 2024

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

Dear Commissioners:

**CONTRACT FOR GOVERNMENT PROCUREMENT SOFTWARE SOLUTION AND
SUPPORT SERVICES
(ALL DISTRICTS) (3 VOTE)**

CIO RECOMMENDATION: (X) APPROVE

SUBJECT

This letter requests approval of a three-year contract with Carahsoft Technology, Corp. (Carahsoft) to provide Government Procurement Software Solution and Support Services for the Los Angeles County Development Authority (LACDA). The software will provide a full cycle procurement solution to connect procedures for pre-solicitation, solicitation, evaluation, and contract administration.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Executive Director or designee to execute, amend, and if necessary, terminate a one-year contract (Contract) and all related documents with Carahsoft Technology, Corporation (Carahsoft) for Government Procurement Software Solution and Support Services, in the amount of \$209,813, using program funds included in the LACDA's approved Fiscal Year 2024-2025 budget, following approval as to form by County Counsel and execution by all parties.
2. Find that approval of a Contract for Government Procurement Software Solution and Support Services is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

3. Authorize the Executive Director, or designee, to execute amendments to the Contract, following approval as to form by County Counsel, to extend the term for a maximum of two additional years, in one-year increments, with a second-year compensation of \$133,076 and third-year compensation of \$139,730 for maintenance services, using funds to be requested through the LACDA's annual budget approval process.
4. Authorize the Executive Director, or designee, to amend the Contract to modify the scope of work and increase the total compensation by up to \$48,262 (10%) in pool dollars as needed for unforeseen costs.
5. Authorize the Executive Director, or designee, upon his determination and as necessary and appropriate under the terms of the Contract, to terminate the Contract for convenience.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve a Contract with Carahsoft for Government Procurement Software Solution and Support Services, to enable the LACDA for a government procurement software solution, licensing, maintenance and support services.

These services support the LACDA with contract management, supplier engagement, evaluations and awards, solicitation development, and requisitions. The maintenance and support will include the manufacturer's OpenGov, Inc. (OpenGov) standard support and software services with unlimited of the following: number of support cases per year, access to OpenGov resource center, access to the support request portal, and business hours access to phone/chat support.

The LACDA receives all licenses and rights immediately upon professional services solution deployment and distribute payments over the term of the Contract with no interest.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The Contract term, including option years, will include \$482,619 and \$48,262 in pool dollars for unforeseen costs. The LACDA will use up to \$209,813 in program funds included in the LACDA's approved Fiscal Year 2024-2025 budgets for the first year of the Contract. Funds for years two and three will be included through the LACDA's annual budget approval process. The maximum amount for the Contract term, including pool dollars, will be \$530,881.

Carahsoft confirms that no California sales or use taxes applies because all products for this purchase will be digitally downloaded.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contract with Carahsoft and the OpenGov End User License Agreement and OpenGov Support and Software Service Levels Agreement have been reviewed by County Counsel. The OpenGov End User License Agreement and OpenGov Support and Software Service Levels Agreement is attached as Attachment 1 to the LACDA contract Statement of Work with Carahsoft. It has determined that the Contract complies with all applicable laws, statutes, rules, regulations, and order of the United States and the State of California. The Contract contains all the latest applicable Board mandated provisions pertaining to consideration of hiring qualified County employees targeted for layoffs, contractor responsibility and debarment, Safely Surrendered Baby Law, the provisions of Paid Jury Service time for the Contractor's employees, and County of Los Angeles' Zero Tolerance Human Trafficking. If there is any conflict between the terms and conditions of the LACDA Contract and terms and conditions of the NASPO Agreement and OpenGov End User License Agreement, the LACDA Contract shall govern.

The LACDA engaged in extensive negotiations with Carahsoft regarding the standard terms and conditions, including modifications to the termination for default, and service level and warranty agreements. As a result of the negotiations, the parties have agreed to remove performance requirements for deductions/fees to be assessed, accept negotiated OpenGov End User License Agreement and Support and Software Service Level Agreement. In addition, LACDA will pay upfront the professional services deployment and year 1 of the OpenGov procurement, for a total cost of \$209,813. Carahsoft shall use commercially reasonable efforts to maintain the system and to send written notification to the LACDA.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Chief Information Office reviewed the information technology (IT) components of this request and recommends approval. The Chief Information Office Analysis is attached (Attachment A).

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

The LACDA utilized the National Association of State Procurement Officials (NASPO) Cooperative Purchasing Program allowed by the LACDA Procurement and Contracting

Honorable Board of Commissioners

September 24, 2024

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Policies and Procedures for U.S. Department of Housing and Urban Development - funded projects and services.

The NASPO is a non-profit association as strategic partner for public procurement solutions, and is used by public agencies, higher education institutions, state agencies, political subdivisions and in some states, non-profit organizations. NASPO agreements are competitive Request for Proposal solicitations through the development of multi-state sourcing teams following the procurement laws of the state that chooses to lead the procurement. Carahsoft Technology Corporation was awarded a State of Utah Cooperative Contract, Contract AR2472, which is available to the LACDA. The LACDA requested pricing utilizing the NASPO agreement and authorized resellers and manufacturer for OpenGov Procurement Software Services Cloud Solutions. Carahsoft agreed to the LACDA terms and conditions, including all latest applicable Board mandated provisions.

The LACDA contract includes the OpenGov End User License Agreement, OpenGov Support and Software Service Levels, and LACDA's Information and Privacy Security Requirements.

IMPACT ON CURRENT SERVICES AND PROJECTS

The Contract for Government Procurement Software Solution and Support Services will provide the LACDA with software license, support and ability to streamline procurement documents and solicitations and improve the efficiency of the LACDA business processes.

Respectfully submitted,

Reviewed by:

EMILIO SALAS
Executive Director
Los Angeles County Development Authority

PETER LOO
Chief Information Officer
County of Los Angeles

ES:KT:mr

Enclosures



CONTRACT

BY AND BETWEEN

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

AND

CARAHSOFT TECHNOLOGY CORPORATION

FOR

**GOVERNMENT PROCUREMENT SOFTWARE
SOLUTION AND SUPPORT SERVICES**

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STANDARD EXHIBITS

- Exhibit A – Statement of Work
- Exhibit B – Fee Schedule
- Exhibit C – LACDA’s Administration
- Exhibit D – Contractor’s Administration
- Exhibit E – Required Contract Forms and Certifications
- Exhibit F – Required Contract Provisions
- Exhibit G – Required Forms at the Time of Contract Execution
- Exhibit H – Required Forms at the Completion of Contract

**CONTRACT BETWEEN
LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
AND
CARAHSOFT TECHNOLOGY CORPORATION
FOR
GOVERNMENT PROCUREMENT SOFTWARE SOLUTION
AND SUPPORT SERVICES**

This Contract and Exhibits made and entered into this 30th day of September, 2024 by and between the Los Angeles County Development Authority, hereinafter referred to as the (“LACDA”) and Carahsoft Technology Corporation, hereinafter referred to as the (“Contractor”). The LACDA and Contractor are herein referred to as collectively the (“Parties”).

RECITALS

WHEREAS, the LACDA may contract with private businesses for government procurement software solution and support services when certain requirements are met;

WHEREAS, the Contractor is a private firm specializing in providing government procurement software solution and support services;

WHEREAS, on December 21, 2015, the State of Utah in conjunction with the National Association of State Procurement Officials (NASPO) ValuePoint, a Public Sector member, conducted a Request for Proposals Solicitation No. CH16012 for NASPO ValuePoint Cloud Solutions ((Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS));

WHEREAS, On September 2, 2016, the State of Utah in conjunction with NASPO ValuePoint awarded a contract to Carahsoft Technology Corporation, Contract No. AR2472 for NASPO ValuePoint Cloud Solutions ((Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS));

WHEREAS, on October 13, 2016, the State of Utah in conjunction with NASPO ValuePoint entered into a contract (Contract No. AR2472) with Carahsoft Technology

Corporation, which authorized all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations to purchase products and services, including NASPO ValuePoint Cloud Solutions ((Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS)));

WHEREAS, the LACDA is using the procurement conducted by the State of Utah in conjunction with NASPO ValuePoint, a Public Sector member, in accordance with the LACDA procurement policies and procedures.

WHEREAS, the Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules, regulations, policies, procedures of the funding source, governing administration, and fiscal authorities; and all applicable law;

WHEREAS, the Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder;

WHEREAS, it is the intent of the Parties hereto to enter into Contract to provide government procurement software solution and support services (“Services”), as set forth herein; and

WHEREAS, the Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth.

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, B, C, D, E, F, G, and 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 shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

1.1 Standard Exhibits

1.1.1 Exhibit A - Statement of Work

1.1.2 Exhibit B - Fee Schedule

1.1.3 Exhibit C - LACDA's Administration

1.1.4 Exhibit D - Contractor's Administration

1.1.5 Exhibit E - Required Contract Forms and Certifications

- Application for Exception and Certification Form for the Jury Service Program
- Compliance with Fair Chance Employment Hiring Practices Certification
- Contractor's EEO Certification
- Defaulted Property Tax Reduction Program Certification
- Federal Lobbyist Requirements Certification
- Zero Tolerance Human Trafficking Policy Certification

1.1.6 Exhibit F - Required Contract Provisions

- Contractor Employee Jury Service Ordinance
- Defaulted Property Tax Reduction Program
- IRS Notice 1015 – Earned Income Credit (EIC)
- Safely Surrendered Baby Law

1.1.7 Exhibit G - Required Forms at the Time of Contract Execution

- Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement

1.1.8 Exhibit H - Required Form at the Completion of Contract

- Contractor's Assignment and Transfer of Copyright

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the Parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 - Amendments and signed by both Parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 **Contract:** Agreement executed between the LACDA and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work in Exhibit A.
- 2.1.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the LACDA to perform or execute the work covered by the Statement of Work in Exhibit A.

3.0 WORK

3.1 Work Requirements

- 3.1.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A - Statement of Work, attached hereto and incorporated herein by reference.
- 3.1.2 The Contractor acknowledges that the quality of Service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.
- 3.1.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the LACDA.

4.0 TERM OF CONTRACT

4.1 Term

- 4.1.1 The term of this Contract shall commence on October 1, 2024 and shall remain in full force and effect until September 30, 2025 after

execution by the LACDA's Executive Director, or designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.1.2 The LACDA shall have the sole option to extend this Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of three (3) years. Each such option and extension shall be exercised at the sole discretion of the Executive Director, or designee.

4.1.3 The Contractor shall notify the LACDA's Project Manager when this Contract is within three (3) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the LACDA's Project Manager at the address herein provided in Exhibit C - LACDA's Administration.

5.0 CONTRACT SUM

5.1 Maximum Amount

The Maximum Amount of this Contract shall be Two Hundred Nine Thousand Eight Hundred Twelve and 79/100 Dollars (\$209,812.79) ("Maximum Amount") for the term of this Contract as set forth in Paragraph 4.1 - Term, above. Any costs incurred to complete this Service in excess of the maximum not-to-exceed cost will be borne by the Contractor.

5.2 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or

without consideration for any reason whatsoever, shall occur only with the LACDA's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Amount under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Procurement Unit at the address herein provided in Exhibit C - LACDA's Administration.

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

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

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the LACDA only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the LACDA under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Fee Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the LACDA. If the LACDA does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Fee Schedule.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit an annual invoice to the LACDA on the 1st calendar day of the month following the anniversary date.
- 5.5.5 All invoices under this Contract shall be submitted to the following address: 700 W. Main Street, Alhambra, California 91801.
- 5.5.6 LACDA Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the LACDA's Project Manager prior to any payment thereof. In no event shall the LACDA be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 Intentionally Omitted.

5.7 Source and Appropriation of Funds

- 5.7.1 The LACDA's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development ("HUD") and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.
- 5.7.2 In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The LACDA will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6.0 ADMINISTRATION OF CONTRACT – LACDA

6.1 LACDA’s Administration

A listing of all LACDA Administration referenced in the following subparagraphs is designated in Exhibit C - LACDA’s Administration. The LACDA shall notify the Contractor in writing of any change in the names or addresses shown.

6.2 LACDA’s Project Manager

Responsibilities of the LACDA’s Project Manager include:

- 6.2.1 Ensuring that the objectives of this Contract are met;
- 6.2.2 Providing direction to the Contractor in the areas relating to LACDA policy, information requirements, and procedural requirements;
- 6.2.3 Meeting with the Contractor’s Project Manager on a regular basis; and
- 6.2.4 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor’s Project Manager

7.1.1 The Contractor’s Project Manager is designated in Exhibit D - Contractor’s Administration. The Contractor shall notify the LACDA in writing of any change in the name or address of the Contractor’s Project Manager.

7.1.2 The Contractor’s Project Manager shall be responsible for the Contractor’s day-to-day activities as related to this Contract and shall coordinate with the LACDA’s Project Manager on a regular basis.

7.1.3 The Contractor’s Project Manager (Account Manager) must have five (5) years of experience.

7.2 Intentionally Omitted.

7.3 Contractor's Staff Identification

The Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, which shall be visible when the Contractor or its staff is on LACDA's properties.

7.4 Background and Security Investigations

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

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

7.4.3 The LACDA, 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 LACDA or whose background or conduct is incompatible with LACDA facility access.

7.4.4 Disqualification of any member of the Contractor's staff pursuant to this Paragraph 7.4 shall not relieve the Contractor of its obligation to

complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the LACDA policies concerning information technology security and the protection of confidential records and information.

7.5.2 The Contractor shall indemnify, defend, and hold harmless the LACDA, 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 the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by the LACDA in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the LACDA. Notwithstanding the preceding sentence, the LACDA shall 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 the LACDA with a full and adequate defense, as determined by the LACDA in its sole judgment, the LACDA shall 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 the LACDA in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the LACDA without LACDA's prior written approval.

7.5.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 The Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement”, a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Maximum Amount, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and Executive Director, or designee.

8.1.2 The LACDA's Board or Executive Director may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The LACDA reserves the right to add and/or change such provisions as required by the LACDA's Board or Executive Director. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and Executive Director.

8.1.3 The Executive Director may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and Executive Director or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the LACDA of any pending acquisitions/mergers of its company unless otherwise legally

prohibited from doing so. If the Contractor is restricted from legally notifying the LACDA of pending acquisitions/mergers, then it should notify the LACDA of the actual acquisitions/mergers as soon as the law allows and provide to the LACDA the legal framework that restricted it from notifying the LACDA prior to the actual acquisitions/mergers.

- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the LACDA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the LACDA consent shall require a written amendment to the Contract, which is formally approved and executed by the Parties. Any payments by the LACDA to any approved delegate or assignee on any claim under this Contract shall be deductible, at the LACDA's sole discretion, against the claims, which the Contractor may have against the LACDA.
- 8.2.3 Shareholders, partners, members, or other equity holders of the 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 the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the LACDA in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any 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 the LACDA's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the LACDA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Compliance with Applicable Laws

In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6 Compliance with Civil Rights Laws

8.6.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with the Contractor's EEO Certification, a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

8.6.2 The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract.

8.6.3 The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

8.7 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/>) to which the LACDA requires compliance by the Contractor. The Contractor further acknowledges that the LACDA 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 LACDA'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 the Contract as well as civil liability.

8.8 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

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

8.9 Compliance with Fair Chance Employment Practices

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

8.10 Compliance with Jury Service Program

8.10.1 Jury Service Program

This Contract is subject to the provisions of the County ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit F – Required Contract Provisions and incorporated by reference into and made a part of this Contract.

8.10.2 Written Employee Jury Service Policy

- A. Unless the Contractor has demonstrated to the LACDA’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
- B. For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the LACDA or a subcontract with a Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more LACDA 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 LACDA, 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 LACDA under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.

- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the LACDA if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The LACDA may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the LACDA’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 Jury Service Program.
- D. The Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the LACDA may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award

of future LACDA contracts for a period of time consistent with the seriousness of the breach.

8.11 Conflict of Interest

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

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

8.12 Consideration of Hiring LACDA Employees Targeted for Layoff or 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 shall give first consideration for such employment openings to qualified, permanent LACDA or County employees who are targeted for

layoff or qualified, former LACDA or County employees who are on a re-employment list during the life of this Contract.

8.13 Consideration of Hiring GAIN/START Participants

8.13.1 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.

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

8.14 Contractor's Acknowledgement of LACDA's Commitment to the Safely Surrendered Baby Law

8.14.1 The Contractor acknowledges that the LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the LACDA's policy to encourage all LACDA contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit F – Required Contract Provisions, 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 www.babysafela.org.

8.14.2 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall 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 F – Required Contract Provisions, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.15 Contractor's Compliance with Los Angeles County's Smoke Free Policy at all Housing Development Properties

The Contractor represents that it will comply with LACDA's policy, strictly prohibiting smoking on all LACDA's housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130th Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 25 feet away from a LACDA building and is clearly labeled as a "Smoking Designated Area." The Contractor acknowledges and understands that the LACDA's smoke free policy, a copy which is attached in Exhibit F – Required Contract Provisions applies to all residents, guests, visitors, vendors, contractors, and staff.

8.16 Contractor Responsibility and Debarment

8.16.1 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 LACDA's policy to conduct business only with responsible Contractors.

8.16.2 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 LACDA acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the LACDA 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 LACDA 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 LACDA.

8.16.3 Non-Responsible Contractor

The LACDA 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 LACDA or a nonprofit corporation created by the LACDA, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the LACDA, any other public entity, or a nonprofit corporation created by the LACDA, 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 LACDA or any other public entity.

8.16.4 Contractor Hearing Board

A. If there is evidence that the Contractor may be subject to debarment, the LACDA 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.

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

the appropriate length of time of the debarment. The Contractor and the LACDA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- C. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- D. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The LACDA 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 LACDA.
- E. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where

evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.16.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of the LACDA Contractors.

8.17 Contractor's Warranty of Adherence to LACDA's Child Support Compliance Program

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

8.17.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement

all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.18 Counterparts and Electronic Signatures

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

8.19 Damage to LACDA Facilities, Buildings or Grounds

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

8.19.2 If the Contractor fails to make timely repairs, the LACDA may make any necessary repairs. All costs incurred by the LACDA as determined by the LACDA, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.20 Employment Eligibility Verification

8.20.1 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 shall 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 shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the LACDA, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the LACDA 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.

8.21 Executive Order 11246 and 11375, Equal Opportunity in Employment

8.21.1 The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

8.21.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- 8.21.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 8.21.4 The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the LACDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 8.21.5 In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8.21.6 The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the LACDA may direct as a means

of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the LACDA, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8.22 Facsimile Representations

The LACDA and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each Party, when appearing in appropriate places on the Amendments prepared pursuant to paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the Parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.23 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the LACDA 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 LACDA may be found jointly or solely liable.

8.24 Federal Lobbyist Requirements

8.24.1 The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

8.24.2 The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

8.24.3 Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

8.25 Force Majeure

8.25.1 The Parties agree that COVID-19 pandemic is not a force majeure event. Neither Party shall 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, 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 sub-paragraph as "force majeure events").

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

used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.25.3 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.

8.26 Governing Law, Jurisdiction, and Venue

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

8.27 Indemnification

The Contractor shall indemnify, defend and hold harmless the LACDA, County, and its Special Districts, elected and appointed officers, employees, agents and volunteers (“LACDA 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 an uncured material breach of this Contract due to the grossly negligent or willful acts or omissions of the Contractor in the performance of this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the LACDA Indemnitees.

8.28 Independent Contractor Status

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

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

8.28.3 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 LACDA. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.28.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.29 Intentionally Omitted.

8.30 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 shall be immediately extended to the LACDA.

8.31 Nondiscrimination and Affirmative Action

8.31.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability,

marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.31.2 The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification, a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

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

8.31.4 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.

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

8.31.6 The Contractor shall allow LACDA representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of Paragraph 8.31 when so requested by the LACDA.

8.31.7 If the LACDA finds that any provisions of this Paragraph 8.31 have been violated, such violation shall constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract. While the LACDA reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the LACDA that the Contractor has violated the anti-discrimination provisions of this Contract.

8.31.8 The Parties agree that in the event the Contractor violates any of the anti- discrimination provisions of this Contract, the LACDA shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.32 Non Exclusivity

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

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

8.34 Notice of Disputes

The Contractor shall bring to the attention of the LACDA's Project Manager any dispute between the LACDA and the Contractor regarding the

performance of services as stated in this Contract. If the LACDA's Project Manager is not able to resolve the dispute, the Division Director, or designee shall resolve it.

8.35 Notice to Employees Regarding the Federal Earned Income Credit

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

8.36 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall 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 C - LACDA's Administration and D - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Division Director, or designee shall have the authority to issue all notices or demands required or permitted by the LACDA under this Contract.

8.37 Prohibition Against Inducement or Persuasion

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

8.38 Public Records Act

8.38.1 Any documents submitted by the Contractor; all information obtained in connection with the LACDA's right to audit and inspect the Contractor's documents, books, and accounting records pursuant Section 8.41 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be

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

8.38.2 In the event the LACDA 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 bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the LACDA from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.39 Publicity

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

- A. The Contractor shall develop all publicity material in a professional manner; and
- B. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the LACDA without the prior

written consent of the LACDA's Project Manager. The LACDA shall not unreasonably withhold written consent.

8.39.2 The Contractor may, without the prior written consent of the LACDA, indicate in its bids and sales materials that it has been awarded this Contract with the LACDA, provided that the requirements of this Section 8.39 shall apply.

8.40 Quality Assurance Plan

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

8.40.2 A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the LACDA in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

8.41 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to

its performance of this Contract. The Contractor agrees that the LACDA, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the LACDA during the term of this Contract and for a period of five (5) years thereafter unless the LACDA's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the LACDA's option, the Contractor shall pay the LACDA for travel, per diem, and other costs incurred by the LACDA to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.41.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 8.41 shall constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract.

8.41.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of

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

8.42 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.

8.43 Intentionally Omitted.

8.44 Subcontracting

8.44.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the LACDA. Any attempt by the Contractor to subcontract without the prior consent of the LACDA may be deemed a material breach of this Contract.

8.44.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the LACDA's request:

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

8.44.3 The Contractor shall indemnify and hold the LACDA harmless with respect to the activities of each and every Subcontractor in the same

manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

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

8.44.5 The LACDA's consent to subcontract shall not waive the LACDA'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 LACDA right.

8.44.6 The LACDA's Project Manager is authorized to act for and on behalf of the LACDA with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the LACDA, Contractor shall forward a fully executed subcontract to the LACDA for their files.

8.44.7 The Contractor shall 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 LACDA's consent to subcontract.

8.44.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the LACDA from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the individual identified in Paragraph 8.36 - Notices before any Subcontractor employee may perform any work hereunder.

8.45 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than

10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

8.46 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 shall not be affected thereby.

8.47 Waiver

No waiver by the LACDA of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the LACDA to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 Warranty Against Contingent Fees

8.48.1 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.

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

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

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

8.49.2 Unless the 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.

8.50 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 Paragraph 8.49 "Warranty of Compliance with County’s Defaulted Property Tax Reduction Program” shall constitute default under this contract. Without limiting the rights and remedies available to the LACDA under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which the LACDA may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

9.0 INSURANCE

Without limiting Contractor's indemnification of LACDA Indemnitees, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 9 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 LACDA 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.

9.1 Insurance Coverage

9.1.1 Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as an additional insured, with limits of not less than:

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

9.2 Additional Unique Insurance Coverage

9.2.1 Professional Liability/Errors and Omissions

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

9.2.2 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$1 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the LACDA 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 LACDA and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft,

mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

9.2.3 Technology Professional Liability Errors & Omissions Insurance

Insurance appropriate to the Contractor's profession and work hereunder for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Insurance shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security, coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million per occurrence. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- a. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of

the LACDA in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the LACDA may be endorsed onto the Contractor's Cyber Liability Policy as covered property as follows:

- b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the LACDA that will be in the care, custody, or control of Contractor.
- c. The Insurance obligations under this agreement shall be the greater of (1) all the Insurance coverage and limits carried by or available to the Vendor; or (2) the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the LACDA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the LACDA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LACDA..

9.2.4 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No

exclusion/restriction for unencrypted portable devices/media may be on the policy.

9.3 Certificate of Insurance Coverage:

- 9.3.1 Certificate(s) of Insurance Coverage ("Certificate") satisfactory to the LACDA, and a copy of an Additional Insured endorsement confirming the LACDA and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the LACDA at the address shown below and provided prior to commencing services under this Contract.
- 9.3.2 Renewal Certificates shall be provided to the LACDA not less than ten (10) days prior to Contractor's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- 9.3.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract.
- 9.3.4 Certificates shall 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 fifty thousand (\$50,000.00) dollars, and list any LACDA required endorsement forms.
- 9.3.5 Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying 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.

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

Los Angeles County Development Authority
Administrative Services Division/Procurement Unit
700 W. Main Street
Alhambra, CA 91801
Attention: Procurement Unit

9.4 Notices of Injury or Damage or Destruction

The Contractor also shall promptly report to the LACDA any injury or property damage accident or incident, including any injury to a Contractor employee occurring on the LACDA property, and any loss, disappearance, destruction, misuse, or theft of the LACDA property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the LACDA of any third party claim or suit filed against the Contractor or any of its sub-contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or LACDA.

9.5 Additional Insured Status and Scope of Coverage

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

9.6 Cancellation of or Change to Maintain Insurance

The Contractor shall provide the LACDA with, or Contractor's insurance policies shall contain a provision that the LACDA shall receive, written

notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to LACDA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the LACDA, upon which the LACDA may suspend or terminate this Contract.

9.7 Failure to Maintain Insurance

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

9.8 Contractor's Insurance Shall Be Primary

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

9.9 Insurance Specifics

9.9.1 Waivers of Subrogation

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

9.9.2 Sub-Contractor Insurance Coverage Requirements

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

9.9.3 Deductibles and Self-Insured Retentions (SIRs)

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

9.9.4 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

9.9.5 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.

9.9.6 Separation of Insureds

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

9.9.7 Alternative Risk Financing Programs

The LACDA 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 LACDA and its Agents shall be designated as an Additional Covered Party under any approved program.

9.10 LACDA Review and Approval of Insurance Requirements

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

10.0 TERMINATION

10.1 Termination for Convenience

10.1.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the LACDA, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- A. After receipt of a notice of termination and except as otherwise directed by the LACDA, the Contractor shall:
- B. Stop work under this Contract on the date and to the extent specified in such notice, and

C. Complete performance of such part of the work as shall not have been terminated by such notice.

10.1.2 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.41 - Record Retention and Inspection/Audit Settlement.

10.2 Termination for Default

10.2.1 The LACDA may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the LACDA's Project Manager:

A. Contractor has materially breached this Contract and has not cured such breach within thirty (30) days of written notice from LACDA; or

B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract and has not cured such failure within thirty (30) days of written notice from LACDA; or

C. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the LACDA may authorize in writing) after receipt of written notice from the LACDA specifying such failure.

10.2.2 The Contractor may terminate this Contract if LACDA has materially breached this Contract and has not cured such breach within thirty (30) days of written notice from Contractor.

10.2.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 10.2.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of

the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the LACDA in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall 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 10.2.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

10.2.4 The rights and remedies of the LACDA provided in this Paragraph 10.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.3 Termination for Improper Consideration

10.3.1 The LACDA 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 LACDA 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

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

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

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

10.4 Termination for Insolvency

10.4.1 The LACDA may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

10.4.2 The rights and remedies of the LACDA provided in this Paragraph 10.4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.5 Intentionally Omitted.

10.6 Termination for Non-Appropriation of Funds

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

11.0 UNIQUE TERMS AND CONDITIONS

11.1 Data Destruction

11.1.1 Contractor(s) and vendor(s) that have maintained, processed, or stored the LACDA data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

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

11.1.3 The Vendor shall certify that any LACDA data stored on purchased, leased, or rented electronic storage equipment and electronic

devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology ("NIST") Special Publication SP-800-88, Guidelines for Media Sanitization. Upon written request, the Vendor shall provide the LACDA with written certification, within thirty (30) business days of removal of any electronic storage equipment and devices that validates that any and all LACDA data was destroyed and is unusable, unreadable, and/or undecipherable.

11.2 Ownership of Materials, Software and Copyright

11.2.1 The LACDA shall be the sole owner of all right, title and interest, in and to all plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the LACDA all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

11.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. LACDA shall 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.

11.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the LACDA's Project Manager as proprietary or confidential, and shall be plainly and

prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

11.2.4 The LACDA will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The LACDA agrees not to reproduce, distribute or disclose to non-LACDA or non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

11.2.5 Notwithstanding any other provision of this Contract, the LACDA will not be obligated to the Contractor in any way under Paragraph 11.2 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 11.2.3 or for any disclosure which the LACDA is required to make under any state or federal law or order of court.

11.2.6 All the rights and obligations of this Paragraph 11.2 shall survive the expiration or termination of this Contract.

11.3 Patent, Copyright and Trade Secret Indemnification

11.3.1 The Contractor shall indemnify, hold harmless and defend the LACDA 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 work under this Contract. The LACDA shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

11.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging

infringement or unauthorized disclosure, such that the LACDA'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 the LACDA's continued use of the system is not materially impeded, shall either:

- A. Procure for the LACDA 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.

11.3.3 The Contractor shall 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.

[Signatures on the following page]

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SIGNATURES

IN WITNESS WHEREOF, the LACDA and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

CONTRACTOR: CARAHSOFT TECHNOLOGY CORPORATION

By _____
Kristina Smith
Contracts Director

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

By _____
Emilio Salas
Executive Director

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By _____
Behnaz Tashakorian
Principal Deputy County Counsel

By _____
Kathy Thomas
Chief of Operations

EXHIBIT A

STATEMENT OF WORK

**STATEMENT OF WORK
FOR
GOVERNMENT PROCUREMENT SOFTWARE SOLUTION
AND SUPPORT SERVICES**

1.0 SCOPE OF WORK

The Los Angeles County Development Authority (LACDA) is the County's affordable housing and community development agency. The LACDA helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The LACDA maintains many administrative buildings and 68 housing developments that include over 3,229 residential units within the County of Los Angeles.

1.1 General Background

1.1.1 The purpose of this Statement of Work (SOW) is to outline the scope of work, deliverables, timeline, and responsibilities for implementing a new Software as a Service (SaaS) procurement system for the LACDA. The OpenGov cloud-based government procurement software solution ("Software") is intended to streamline the purchasing process, enhance efficiency, and improve visibility and control over procurement activities.

1.1.2 The Contractor is to provide a Software which includes a full cycle procurement solution that connects procedures for pre-solicitation (solicitation development), solicitation process (supplier engagement), evaluation process (evaluation and awards), and contract administration (contract management). The Software is intended to increase productivity and accountability to ensure compliance with federal, state, county, and local laws and regulations as specified in Section 3.0 – Specific Work Requirements.

1.1.3 This SOW identifies services that Contractor will perform for LACDA pursuant to the applicable Order Form which references Attachment 1.1 End User License Agreement (EULA) of this SOW.

1.2 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 shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- **24x7x365:** Shall mean 24 hours a day, 7 days a week, and 365 days a year, which indicates continuous availability or monitoring without any breaks. This definition shall be in accordance with Attachment 1.2. OpenGov Support and Software Service Levels.
- **Advanced Threat Detection and Response:** These systems include real-time monitoring and advanced analytics to detect and respond to potential security threats quickly. This might include automated tools that can identify suspicious activity and take immediate action to contain breaches.
- **Cloud-Based:** Shall mean infrastructure provided by a certified USA-based cloud service provider. The current service provider is Amazon Web Services (“AWS”). The Contractor will provide 90 days’ notice before a change in cloud service providers occurs.
- **Contract Management:** Shall mean the Software to develop and manage solicitations and contracts.
- **Data Backup and Recovery:** Regular backups are performed to ensure data can be recovered in the event of a data loss incident, such as hardware failure, cyberattacks, or natural disasters.
- **Data Encryption:** Data is encrypted both at rest and in transit to prevent unauthorized access. This ensures that even if data is intercepted, it cannot be read without the encryption key.
- **Full Cycle Procurement Process:** Shall mean the processes of a government procurement cycle addressed by the Software which includes: pre-solicitation (solicitation development), solicitation process

(supplier engagement), evaluations process (evaluation and awards), and contract administration (contract management).

- **Go Live Date:** Shall mean the date the Supplier Engagement portal is launch and posting the first bid if the first bid occurs during the project timeline.
- **Government Procurement Software Solution:** Shall mean the Software technology products that are already developed and are used throughout specific industry sectors.
- **Support Services:** Shall mean the technical advisory assistance provided by the Contractor.
- **Hosted:** Hosted shall mean to technology services from a provider who takes responsibility for hosting the physical servers running the service. Servers are located off-premises, with access typically provided through a direct network or internet connection.
- **Highly Secured Cloud Service Provider:** Refers to an infrastructure designed to offer robust protection against various cybersecurity threats, ensuring the safety and integrity of data and services hosted on the cloud. This level of security typically includes several key features:
 - **Isolation and Segmentation:** Data and applications are segmented and isolated to prevent the spread of attacks and reduce risks from other users or tenants on the same infrastructure.
 - **Multi-Factor Authentication (MFA):** This security measure requires users to provide two or more verification factors to gain access to a cloud resource, which significantly reduces the risk of unauthorized access due to compromised credentials.
 - **Physical Security:** Data centers are equipped with strict physical security measures, including biometric access controls, surveillance, and secure locations to prevent unauthorized physical access to the hardware.

- **Project Closure:** The date the Professional Services Implementation Project is completed and closed. At this time, the LACDA team is transitioned from the Software Project Manager to the Software Customer Success Manager as the primary point of contact.
- **Network Security Controls:** Implementation of firewalls, intrusion detection systems (IDS), intrusion prevention systems (IPS), and secure virtual private networks (VPNs) to safeguard the network from unauthorized access and attacks.
- **LACDA Administration Team:** Shall mean the Project Director or designee, Project Manager or designee, Information Technology Contract Administrator or designee, and any other LACDA staff assigned to the team.
- **LACDA Project Manager:** Shall mean the assigned LACDA staff responsible for overseeing all aspects of the project, which includes, but not limited to, managing the LACDA staff to ensure the project is completed on time and within the specified specific work requirements, tasks, and deliverables.
- **LACDA Procurement Administrators:** Any employee of the LACDA who is designated with permissions responsible for maintaining the configuration of the Software and making changes as needed.
- **Problem Resolution Strategy:** Shall mean in project management the methodical approach to identifying, analyzing and resolving issues that impede progress or cause disruption.
- **Professional Services:** Shall mean the delivery of technology-related Software services to the LACDA, allowing the LACDA to focus on the core business concerns which range from consulting and advising on strategy to project management and data analytics.

- **Project:** Shall mean the OpenGov cloud-based government procurement software solution (“Software”) implementation.
- **Project Charter Document (PCD):** Shall mean a formal document delineating, but not limited to, the project's purpose, goals, scope, stakeholders, objectives, timelines, deliverables, in a written comprehensive plan approved by the LACDA.
- **Project Kickoff:** Shall mean the Contractor’s start date to commence the required services which is within two (2) weeks but no later than four (4) weeks from execution of the Contract.
- **Regular Security Audits and Compliance Checks:** Highly secure cloud services undergo regular security audits and assessments to identify and mitigate vulnerabilities. They also adhere to stringent compliance standards relevant to various industries, such as GDPR for privacy in the EU, HIPAA for healthcare in the US, or PCI DSS for payment data security.
- **Software:** Shall mean the OpenGov cloud-based government procurement software solution services that will be provided under this Statement of Work. .
- **Software-as-a-Service (SaaS) or Subscription:** Shall mean the method of software delivery that allows access from any computer with an Internet connection and web browser. In this web-based model, software vendors will host and maintain the servers, databases and code that constitute an application.
- **Solicitation Development:** Shall mean the Software to develop and manage the LACDA solicitations.
- **Contractor:** shall mean Carahsoft, who is providing services under this SOW.

- **Suppliers:** Shall mean suppliers, vendors, or contractors submitting quotes, bids, or proposals to the LACDA through the Software.
- **Supplier Engagement and Evaluation & Award:** Shall mean the Software to engage (or solicit) with “Suppliers” (refer to definition) through the Supplier Engagement portal and evaluate and award contracts through the Evaluation & Award portal.
- **Tasks:** Shall mean one or more areas of work to be performed under this Contract and identified as a numbered Tasks in the SOW.
- **Third Party:** Shall mean Carahsoft’s Subcontractor, OpenGov, Inc..
- **User Acceptance Testing (UAT):** Shall consist of training and practice exercises for the LACDA to attend and complete to confirm the Solution works for the LACDA.

2.0 GENERAL REQUIREMENTS

2.1 The Contractor shall provide the Software that will meet the LACDA’s solicitation process needs, as specified in the following Section 3, Specific Work Requirements, which includes the below.

- A full cycle procurement process for unlimited number of LACDA users, both read and edit access.
- Furnishing a highly secure hosted infrastructure, via Highly Secured USA-based Cloud Service Provider, boasting Tier 4 Internet Data Centers, ensuring both availability and advanced technical capabilities.
 - This infrastructure will facilitate access to the Software and its associated Support Services.
 - The current Software Cloud-Based provider is AWS and details of its physical security controls are outlined at the following: <https://aws.amazon.com/compliance/data-center/data-centers>

- The Contractor shall notify LACDA of the Software Cloud-Based provider changes, in advance, with 90-days' notice
- Consulting Services as it relates to best practices using the Software.

2.2 The Contractor shall comply with the Support and Software Service Levels as noted in Attachment 1.2 of this SOW.

3.0 SPECIFIC WORK REQUIREMENTS

The Contractor shall provide the Software with implementation and support services to the LACDA which includes the following specific work requirements. Any changes will follow Section 10.0 Addition/Change of Services:

3.1 Government Procurement Software Solution and Support Services Requirements

The Contractor shall provide a government procurement software solution and support services, which includes the following requirements:

3.1.1 Full Cycle Procurement Process

3.1.2 Highly secured Cloud-Based service provider;

3.1.3 Provide an annual subscription maintenance and support;

3.1.4 Integrate with the LACDA's Microsoft Azure Active Directory Federation Service; and

3.2 Software shall be available 24x7x365 as defined in Section 1.2 -Definitions, in accordance to the Attachment 1.2, Support and Software Service Levels.**Portal Functionality Requirements**

3.2.1 The Contractor shall provide portal functionality requirements which includes the following requirements:

- Configure the Supplier portal to include the LACDA logo;
- Streamline Supplier registration and enhance procurement processes;
- Manage solicitations, advertisement, system communication with Suppliers and electronically communicate with LACDA staff; and

- Capture data for Supplier identification, contact details, and collect details to help determine solicitation preferences.
- 3.2.2 Enable LACDA staff to easily access, enter solicitation information, view, sign and upload documents electronically to submit necessary documents, track solicitation status, and communicate with the vendors, fostering efficient collaboration.
- 3.2.3 Enable Suppliers to easily access and enter information, view, sign and upload documents electronically to submit necessary documents, track their current status, and communicate with the LACDA, fostering efficient collaboration.
- 3.2.4 Offer a simple and streamlined user interface with easy-to-understand menus and clear instructions.
- 3.2.5 Allow for configuration of fields, workflows and processes and provide the ability to view dashboards.
- 3.2.6 Automate notifications and reminders to ensure timely approvals.
- 3.2.7 Protect sensitive data, maintain privacy and prevent unauthorized access, such as but not limited to:
- Data encryption to protect sensitive information during transmission and storage;
 - Secure logins and user authentication to ensure that only authorized individuals can access the portal; and
 - Compliance with data privacy laws to ensure portal is compliant with relevant regulations as specified in Attachment 4, Information Security and Privacy Requirements.
- 3.2.8 Scalability to handle increasing volumes of transactions, accommodate changing needs and provide additional features and functionality which includes, but not be limited to:
- Handle increasing volumes of transactions which can accommodate larger volumes of transactions with options for

additional resources, such as increased storage, processing power, or bandwidth, to support growing business needs;

- Accommodate growth and change in business needs for LACDA's procurement and contracting policies and procedures processes and workflows that can be configured to meet the changing needs over time; and
- Future software releases may include availability of additional features and functionality to support new processes or workflows that includes reporting and advanced analytics capabilities, integration with other LACDA systems and support for mobile access.

3.2.9 Robust tools to help manage Suppliers effectively, such as, but not be limited to:

- Efficient and streamlined onboarding process for Suppliers with the ability to easily onboard new Suppliers, collect, verify information, and setup profiles;
- Automate onboarding processes, provide basic document management capabilities, and secure data exchange to ensure that supplier information is accurate and up to date;
- Efficient and effective communication between LACDA and Suppliers;
- Real-time messaging, email notifications, and other communications tools that make it easy to communicate with Suppliers, share information, and to resolve issues quickly; and
- Secure and user-friendly self-service portal that Suppliers can access from anywhere at any time.

3.2.10 Provide training on permission and forms setup, portal configuration and functionality to designated LACDA Procurement Administrators.

3.2.11 Manage solicitations, advertisement, system communication with Suppliers, and electronically communicate with LACDA staff and Suppliers.

3.2.12 The Contractor shall comply with the Support and Software Service Levels as noted in Attachment 1.2 of this SOW of the Contract.

3.3 Tasks and Deliverables

The Contractor shall complete the tasks and deliverables which include the following:

3.3.1 Task No. 1 - Project Planning

Throughout this Statement of Work for the term of the Contract, under the direction of the LACDA's Project Manager, the Contractor shall provide full project management and control of project activities for all phases of the Project including, but not limited to:

- Coordinating Contractor staffing and personnel matters;
- Managing Contractor technical staff;
- Planning and directing the Project;
- Evaluating the results and status reporting;
- Reviewing the LACDA's functional and technical requirements as it relates to the template configuration included in Section 3.2, Portal Functionality Requirements;
- Incorporating the required software configurations; and
- Controlling all Software versions throughout the project with documentation of changes including dependencies and functional impact.

3.3.2 The Contractor will not be responsible for the performance of LACDA personnel. However, the Contractor shall coordinate with the LACDA's Project Manager to ensure that all tasks, subtasks, deliverables, goods, services and other work are performed in a timely manner.

- **Subtask No. 1.1 – Develop and Present Project Charter Document**

- The Contractor shall develop a Project Charter Document (PCD). Specifically, the Contractor shall address each task and subtask to be performed during the design development, implementation, operation and support of the Software in the PCD. The Contractor shall formally present a written PCD to the LACDA for approval within fourteen (14) business days of project kickoff.
- The Contractor shall update the PCD on a weekly basis with the exception of the detailed Work Plan, Milestone Chart and Risk Management sections, which shall be updated when changes are made. The LACDA Project Manager must review and approve all updates to the PCD, Detailed Project Plan, Milestone Chart and Risk Management sections.
- **Deliverable No. 1.1**

The Contractor shall provide the LACDA with a PCD within fourteen (14) business days of project kickoff. This document shall be updated and maintained throughout the life of the project. The PCD shall include, without limitation, the following components:

- **Assumptions** – A listing of all relevant assumptions made in the development of the detailed work plan. All estimated assumptions which have been calculated must be clearly documented here.

Assumption 1: The Contractor's Requisitions Module is a project currently under development. The Contractor's goal is to invite LACDA to participate in a beta program, likely to start in the third quarter of 2024.

Requisitions Beta Program is an independent engagement separate and apart from LACDA's implementation of the Software.

Assumption 2: The Contractor's Software is not customized beyond current capacities based on the latest release of the software.

Assumption 3: The individual Software modules are configured based on discussions between Contractor and LACDA.

Assumption 4: The LACDA will provide complete and correct boilerplate language for solicitation and contract templates within two (2) weeks immediately following the Project Kickoff.

Assumption 5: The Template configuration will include up to four (4) solicitation templates (up to 300 pages each) and up to two (2) contract templates (up to 300 pages each). The list of templates that meet this criteria will be finalized during project planning.

Assumption 6: The LACDA will provide a complete and accurate contracts log and vendor list for import to Contractor. LACDA is responsible for data clean-up.

Assumption 7: LACDA's use of the Professional Services is governed by the Contract and this SOW.

Assumption 8: In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Contract, the terms and conditions of the Contract shall govern. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Contract.

Assumption 9: For changes or modifications to this SOW shall be made in accordance with Section 8.1 – Amendments in the Contract.

Assumption 10: The Contractor will provide all services remotely via audio, video, and web conferences unless otherwise noted.

- Change Management Process – A description of the change management process that will be used in order to mitigate any negative impact on the LACDA as a result of Solution implementation.

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- Regular communication aligned to the agreed upon project plan and timing. The Contractor expects LACDA to raise questions or concerns as soon as they arise. The Contractor will do the same, in order to be able to address items when known.
- The LACDA Administration Team may be called upon to clarify expectations and/or resolve confusion. The LACDA Administration Team may be needed to steer strategic items to maximize the value through the deployment.
- Escalation process as defined below under Escalation Procedures.

- Sign-offs at various stages during the implementation of the project. Once LACDA has signed-off, any additional changes requested by LACDA on that stage will require a paid change order for additional hours for the Contractor to complete the requested changes.
- Communication Plan – A description of the primary means of communication that will be used throughout the project. This should include a description of any recurring tasks and subtasks, and the date and time of such meetings.

Project Status meetings and reports: regular status meetings and reports will be scheduled as part of the project planning phase. Project status meetings and reports are described in Deliverable No. 2.0.

Working Sessions: working sessions will be scheduled as part of the project planning phase. Working session deliverables are described in Deliverable No. 3.2.

Training Sessions: a training plan and sessions will be scheduled as part of the project planning phase. Training deliverables are described in Deliverable No. 4.1.

- Detailed Project Plan – A detailed table of project tasks and subtasks, and timeframe to complete each task and any dependencies on other tasks.

A Detailed Project Plan will be provided during the project planning phase.

- Deliverables List – In sequential order or numbered Deliverables, a list of the Deliverables to be produced for each task and subtask, including a paragraph description of each Deliverable.

The Deliverables are documented below in Task No. 3 - Task No. 8.

On Hold Procedure

- Excluding delays caused by a force majeure event, if the Contractor in good faith reasonably determines that the LACDA personnel or Contractors are not completing LACDA's responsibilities described in the applicable SOW timely or accurately, the Contractor may place the Professional Services on hold after providing a minimum of seven (7) days written notice to the LACDA. If the Contractor places the LACDA on hold, the Contractor will ensure that the LACDA is made aware of its obligations necessary for the Contractor to continue performing the Professional Services in the on hold notice. Upon placing the LACDA on hold, the Contractor may, without penalty, suspend Professional Services to the LACDA and reallocate resources until the LACDA has fulfilled its obligations. The Contractor shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by the LACDA's failure to complete LACDA's responsibilities.
- Escalation Procedures – A description of the process to be used to resolve project conflicts,

including a diagram of the process and key project team members responsible for decision-making and conflict resolution.

The Contractor and LACDA agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised:

- Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable;
 - LACDA and/or the Contractor Project Manager summarizes the problem statement and impasse;
 - LACDA and/or the Contractor Project Managers jointly will outline solution, acceptance or schedule an Executive review; and
 - Resolution will be documented and signed off following an Executive review.
- GANTT Chart – A chart showing the tasks, subtasks, milestones, critical path, and dependencies organized by deliverables, as appropriate, and in accordance with the Detailed Work Plan.

Procurement Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4
Procurement Suite	Supplier Engagement, Evaluation, & Award Solution				
	Solicitation Development Solution				
	Contract Management Solution				
GoLive Support	Hypercare				
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.					

The Contractor's services are estimated to start known as the Project Kickoff within two (2) weeks but no later than four (4) weeks from execution of the Contract.

The implementation period for the Project is estimated for four (4) months from Project Kickoff ("Implementation End Date") or on another date(s) mutually agreed to between LACDA and the Contractor.

This illustrative Gantt chart will be replaced by the project plan during the project planning phase. The Contractor Project Manager will work with the LACDA Project Manager to develop the project schedule for all requested deliverables under this SOW. The Contractor reserves the right to adjust the schedule based on the availability of the Contractor's resources and/or LACDA resources, and the timeliness of deliverables provided by the LACDA.

- Milestone Chart – A list of key Project milestones, including deliverables, the target completion date and action completion date. A Milestone Chart will be provided during the Project planning phase.
- Project Scope and Objectives – A brief statement of the scope and objectives of the Project.

Under this Project, the Contractor will deliver the Software which includes a Full Cycle Procurement process that connects procedures for pre-solicitation (solicitation development), solicitation process (supplier engagement), evaluation process

(evaluation and awards), and contract administration (contract management) to help LACDA power a more effective and accountable government.

- Project Organization, Roles and Responsibilities – A hierarchical structure depicting the organization of the project team and its reporting relationships. This should include the LACDA's project team and key personnel, and any additional relevant organizational relationships, as well as a description of the primary roles and responsibilities of the project team members.

Contractor Project Team:

- Executive Sponsor: Represents the Contractor's Executive team and interfaces with the LACDA Administration Team.
- Project Manager: Drives delivery through project scheduling, monitoring, and controlling measures.
- Implementation Analyst: Configures the Software based on best practices and delivers trainings and working sessions with LACDA.

LACDA Project Team:

- Administration Team: Represents the LACDA's Administration Team and interfaces with the Contractor's Executives.
- Project Manager: manages personnel and responsibilities for the project, serves as the interface between LACDA and the Contractor, participates in status meetings, provides the

Contractor with information/data, resolves deviations from estimated schedules, helps resolve project issues and escalates issues within the LACDA organization.

- Subject Matter Experts: Work with the Contractor to configure, test, and train on the system.
- Risk Management – A description of the risk management process, including a tracking mechanism for potential project risks; the probability of those risks occurring; potential impact of those risks; and risk mitigation strategies.
 - The Contractor will review project tasks, schedules, and resources and make changes or additions, as appropriate. The Contractor will measure and evaluate progress against the project plan with LACDA Project Manager.
 - The Contractor will work with LACDA Project Manager to address and resolve deviations from the project plan.
 - The Contractor will conduct regularly scheduled project status meetings.
 - The Contractor will administer the Escalation Procedures in Section 3.3.2 and Project Change Control Procedure as defined in 4.17.1 with the LACDA Project Manager.
- Solution Description – A brief statement describing the basic functionality and related components.

The Full Cycle Procurement Process helps modern governments connects end processes for pre-

solicitation (solicitation development), solicitation process (supplier engagement), evaluation process (evaluation and awards), and contract administration (contract management).

- Testing Strategies – A description of the different types of tests that will be conducted against the software and the approach to be used, including the roles and responsibilities of each team member and due dates.

Described in Task No. 6 below.

- Training Strategies – A description of the training approach for train-the-trainer for LACDA staff.

Described in Task No. 7 below.

The above shall be completed for Section 3.3.8, Task No. 7 and Subtask No. 7.1.

3.3.3 Task No. 2.0 – Project Management

Under the direction of the LACDA's Project Manager, the Contractor shall provide full project management and control of project activities for the implementation phase of the project. Full project management shall include, but not be limited to:

- Planning and direction;
 - Evaluation of results and status reporting;
 - Review of the LACDA's business processes, security and technical requirements as it relates to the templates in this SOW;
 - As applicable, incorporation of required software configurations;
 - Management and tracking of all issues and their resolution;
- and

- Manage the change control process.

Commencing from the Project Kickoff date, the Contractor's Project Manager shall provide written status reports to the LACDA's Project Manager and conduct meetings on a weekly basis until final acceptance. The status reports will compare actual progress for the preceding week with the detailed work plan and address any variances and work schedule for the following period.

As part of project management, the Contractor shall ensure that the LACDA realizes the maximum benefit from the Software provided by the Contractor. The Project Status Report prepared by the Contractor pursuant to this task, shall be used as the mechanism for the Contractor to report any project risks or problems identified as part of the quality assurance process.

- **Deliverable No. 2.0 Project Management**

The Contractor shall prepare and present to the LACDA's Project Manager a weekly Project Status Report to report project progress, plans, and outstanding issues. The Contractor shall meet with the LACDA's Project Manager at least weekly to review these status reports and any related matters. All variances shall be presented for approval at the status meeting. After the LACDA approval of variances, the Contractor shall update the Detailed Work Plan, Milestone Chart and Risk Management sections of the Project Control Document to reflect the changes and send an updated copy of those sections to the LACDA's Project Manager within five (5) business days. Although weekly status meetings will be required, it is anticipated that coordination between the Contractor's Project Manager and the LACDA's Project Manager will occur on a more frequent basis.

The first status report shall be presented to the LACDA's Project Manager seven (7) calendar days following project kickoff, with the following information:

- Period covered by the report;
- Tasks scheduled for completion which were completed;
- Tasks scheduled for completion which were not completed;
- Tasks not scheduled for completion which were completed;
- Tasks scheduled for completion in the next reporting period;
- Issues resolved;
- Issues to be resolved with recommended Solution; and
- Summary of project status as of reporting date.

The above shall be completed for Section 3.3.3, Task No. 2.

3.3.4 Task No. 3.0 – Solution Setup

Under the direction of the LACDA's Project Manager, the Contractor shall provide all services remotely via audio; video; and web conferences for the full Software setup for the implementation phase of the Project. Full Software setup shall include:

- **Subtask No. 3.1 Instance Creation**

Set up the LACDA portal.

- **Deliverable No. 3.1 Instance Creation**

The Contractor will build the LACDA Software portal and upload the LACDA's logo.

The LACDA will provide a logo (.png or .jpg file, at least 300 KB but not larger than 500 KB) and confirm access to the LACDA Software portal.

- **Subtask No. 3.2 Technical Project Review**

Review and validate Project deliverables, technical requirements, and documentation with LACDA.

- **Deliverable No. 3.2 Technical Project Review**

The Contractor will provide one (1) two-hour working session to review the finalized list of templates, technical requirements, and documentation of requirements and processes.

The LACDA will provide boilerplate templates within two (2) weeks but not more than four (4) weeks of Project Kickoff, identify relevant participants for attendance of meetings, confirm deliverables, and gather other relevant data for the Project.

- **Subtask No. 3.3 Supplier Clean-up/Correction of the Files Prior to Import.**

- **Deliverable No. 3.3.2 Generic Template**

The Contractor will provide the LACDA with a generic template and provide the Contractor's "Paper to Paperless Language Transition Guide" (sample in Attachment 5) to assist the LACDA with the transition from paper to electronic.

The LACDA will complete the generic solicitation upload template including forms and an example recent solicitation and provide the North American Industry

Classification System (NAICS) category code used by the LACDA.

- **Subtask No. 3.4 Solicitation Development Module Configuration**

Set up the Solicitation Development Module in the Contractor Software.

- **Deliverable No. 3.4 Solicitation Templates**

The Contractor will review and confirm the four (4) solicitation templates, not to exceed three hundred (300) pages excluding the statement of work, specifications, and drawings, but including all other attachments, forms, notices and documentation. The Contractor will work with the LACDA to design, configure, test, and get sign off on the first template. The LACDA will validate the template and provide sign off on the first template. Following the sign off the first template, the Contractor will configure the remaining templates in the Software.

- **Subtask No. 3.5 Contract Management Configuration Module**

Set up the Contract Management Module within the Contractor Software.

- **Deliverable No. 3.5.1 Contract Templates**

The Contractor will review and confirm the two (2) Contract Templates, not to exceed three hundred (300) pages excluding the Statement of Work, specifications, and drawings, but including all other attachments, forms, notices and documentation. The Contractor will work with the LACDA to design, configure, test and get sign off on the first sample contract template. The LACDA will validate

the sample contract template and provide sign off on the first template. Following the sign off the first template, the Contractor will configure the other sample contract template in the Software.

3.3.5 **Task No. 4.0 – Software Tests**

Following training sessions, the Contractor will provide test exercises for the LACDA to complete and validate the configuration of the Software. The Contractor in coordination with the LACDA, shall perform all Software tests, including, but not limited to, Acceptance tests. All testing and training will be completed following the agreed upon project plan and test and training schedule.

- **Subtask No. 4.1 – Develop Software Test Plan**

The Contractor shall prepare a training and test plan and test cases, the Software test plan shall include the components listed below:

- Software test plan;
- Software test objectives;
- Software test acceptance criteria;
- Software test schedule;
- Responsibilities;
- Resource requirements; and
- Test cases.

- **Deliverable No. 4.1**

The Contractor shall develop a test plan and submit to the LACDA for approval for Section 3.3.5, Subtask No. 4.1. All testing and training will be completed following the agreed upon project plan and test and training schedule.

- **Subtask No. 4.2 – Conduct Software Tests**

The LACDA, shall perform each of the Software tests according to LACDA-approved Software test plan. A Software test shall be completed and accepted only upon LACDA approval. All Software tests shall be repeated as necessary in order to reach acceptance. All testing and training will be completed following the agreed upon project plan and test and training schedule.

The LACDA shall thoroughly test the components of the Software as it relates to the system configuration in this SOW and defined templates.

- **Deliverable No. 4.2 – Solution Test Results**

The LACDA will sign off on the configuration following the completed test plan.

3.3.6 **Task No. 5.0 – Data Upload**

The Contractor will provide a mapping document for the metadata of LACDA contracts and import the records listed in the contract log as provided by LACDA.

- **Subtask No. 5.1 Contract Metadata Upload**

The Contractor will provide a mapping document for the metadata of LACDA contracts and import the records listed in the contract log as provided by LACDA.

- **Deliverable No. 5.1 Contract Metadata Upload**

The Contractor will provide a mapping document for the metadata of LACDA contracts and import the records listed in the contract log.

LACDA will provide a completed contract log (single flat file, .csv or .xlsx format) per the mapping document.

LACDA is responsible for any clean-up/correction of the files prior to import.

3.3.7 **Task No. 6 – User Acceptance Test (UAT)**

The Contractor shall assist the LACDA in preparing a plan for the UAT, which shall include, but not be limited to:

- Detailed descriptions of the purpose and expected results of each UAT;
- Testing objectives;
- Description of the Contractor and LACDA roles in performing the UAT; and
- Problem Resolution Strategy.

The UAT Plan shall include a method for documenting and reporting compliance with the Software requirements and will identify the user roles to participate in the UAT.

○ **Subtask No. 6.1 – Conduct User Acceptance Test (UAT)**

- Following training sessions, the Contractor will provide test exercises for the LACDA to complete and validate the configuration of the system. The LACDA shall perform all UAT tests, including, but not limited to, Acceptance tests. All testing and training will be completed following the agreed upon Project plan and test and training schedule.
- Results of the UAT shall be documented, reviewed, and approved in writing by the LACDA. In the event of missing or improperly operating functions, the Contractor shall be notified, in writing, by the LACDA's Project Director, and the Contractor shall correct the deficiencies within ten (10) calendar days from the date of notification. During this testing period, all LACDA

staff designated by the LACDA's Project Manager to participate in the UAT shall have unlimited access to the Software.

- UAT shall not be considered completed until all configurations of the Software and templates as defined in this SOW has been successfully tested and the LACDA's Project Manager has accepted the final results. In the event the UAT results do not satisfy all the requirements, as determined by the LACDA, the Contractor shall:
 - Provide a written revised solution and schedule that will satisfy all requirements. The proposed solution is subject to the written approval of the LACDA; and
 - Implement the proposed solution until such time as the LACDA provides written approval.
 - **Deliverable No. 6.1 – User Acceptance Test Results Report**
 - The LACDA and jointly with the Contractor shall complete the UAT prior to Software implementation. All testing and training will be completed following the agreed upon project plan and test and training schedule.
 - The Contractor shall assist the LACDA in preparing a UAT Plan for the UAT, which shall include, but not be limited to:
 - Detailed descriptions of the purpose and expected results of each UAT;
 - Testing objectives;
 - Description of the Contractor and LACDA roles in performing the UAT; and
 - Problem Resolution Strategy.

- The UAT Plan shall include a method for documenting and reporting compliance with Software requirements and will identify the user roles to participate in the UAT Section 3.3.7, Subtask No. 6.1.
- **Subtask No. 6.2 – Conduct User Acceptance Test (UAT)**

Following training sessions, the Contractor will provide test exercises for the LACDA to complete and validate the configuration of the Software. The LACDA shall perform all UAT, including, but not limited to, Acceptance tests. All testing and training will be completed following the agreed upon Project plan and test and training schedule.

Results of the UAT shall be documented, reviewed, and approved in writing by the LACDA. In the event of missing or improperly operating functions, the Contractor shall be notified, in writing, by the LACDA's Project Director, and the Contractor shall correct the deficiencies within ten (10) business days from the date of notification. During this testing period, all personnel designated by the LACDA's Project Manager to participate in the UAT shall have unlimited access to the Software.

UAT shall not be considered completed until all functionality of the defined deliverables for the Software has been successfully tested and the LACDA's Project Manager has accepted the final results. In the event the UAT results do not satisfy all the requirements, as determined by the LACDA, the Contractor shall work with LACDA on a solution. Following any configuration changes:

- Provide a written revised solution and schedule that will satisfy all requirements. The proposed solution is subject to the written approval of the LACDA; and
- The LACDA will test the proposed solution until such time as the LACDA provides written approval.

- **Deliverable 6.2 – User UAT Results**

The LACDA will sign off upon the configuration following receipt of detailed UAT summary and the completed testing and training plan.

3.3.8 Task No. 7.0 - Software Training

The Contractor will deliver Software training and consultation sessions for the LACDA Administrators and participate in question and answer sessions. The Contractor will provide access to the “OpenGov University,” the online knowledge base for OpenGov product documentation.

- **Subtask No. 7.1 Software Training and Consultation Sessions**

The Contractor will deliver training and consultation sessions for LACDA Administrators that include Software practice exercises to build familiarity and knowledge.

- **Deliverable No. 7.1.1 Training Sessions**

The Contractor will provide virtual, recorded training sessions according to the training plan on system functionality including:

- Pre-Solicitation (Solicitation Development)
 - Build templates (6 hours)
 - Agency template review (6 hours)
- Solicitation Process (Supplier Engagement)
 - Initial portal navigation (90 minutes)

- Posting solicitations (3 hours)
- Live solicitation management (3 hours)
- Supplier experience (3 hours)
- Pricing table (90 minutes)
- Bid openings and awards (3 hours)
- Best value evaluation and awards (3 hours)
- End User Trainings
 - Project requestors (2 hours)
 - Evaluators (2 hours)
 - Vendors (2 hours)
 - Approvers (2 hours)
 - Attorneys or other executives (2 hours)
- Contract Administration (Contract Management)
 - Creating and managing contract records (3 hours)
 - Generating contract documents (3 hours)
- **Deliverable No. 7.1.2 Q&A Consultations**

The Contractor will provide bi-weekly 1–hour question and answer sessions to address the LACDA questions about the software, configuration, etc.
- **Deliverable No. 7.1.3 OpenGov University**

The Contractor will provide access to “OpenGov University,” the online knowledge base for OpenGov product documentation.
- LACDA will attend sessions.

3.3.9 Task No. 8 – Solution Implementation

Following completion of successful Software training and documentation, the Contractor, with assistance from the LACDA where applicable, shall perform all Software implementation, including, but not be limited to:

- **Subtask No. 8.1 – Prepare Technical Configuration and Software Implementation Plan**

The Contractor shall provide the configuration, training, and consultation sessions as outlined in 3.3.9. Once completed, the Contractor shall review Go-Live Date readiness with the LACDA and plan for the Go-Live Date.

- **Deliverable No. 8.1 – Software Cutover and Installation Plan**

The Contractor shall plan for and schedule the Go-Live Date.

- **Subtask No. 8.2 – Perform Software Cutover to Production Use**

The Contractor shall prepare the Software for production use. As part of Software cutover to production use, the Contractor shall, at a minimum:

- Confirm that the LACDA have successfully completed all acceptance tests; and
- Confirm that hosted environment is fully operational;

Completion of Subtask No. 8.2 shall constitute the Software be in production use.

- **Deliverable No. 8.2 – Solution in Production Use**

The Contractor's Software shall be in production use for Section 3.3.9, Subtask No. 8.2.

- **Subtask No. 8.3 – Conduct Post-Implementation Review**

Following Software cutover to production use, the Contractor shall collect and evaluate results of operation to assess the success and shortcomings of the Software implementation efforts. The Contractor shall provide a recorded hand-off call to LACDA Project Manager that outlines:

- Comparison/analyses of actual versus planned completion of subtasks;
- Anticipated versus actual resources required;
- Business and Software lessons learned;
- Suggested guidelines for installation of future phases and enhancements;
- Pitfalls to avoid in the future; and
- User feedback.
- **Deliverable No. 8.4 – Post Implementation Review Report**

The Contractor shall provide a recorded hand-off call and associated power point document to the LACDA Project Manager.

3.3.10 **Task No. 9.0 – Provide Maintenance and Support**

The Contractor shall provide maintenance and support services which will include, but not be limited to updates, operational support, self-service capabilities, and help desk services, as requested by the LACDA.

The operational Software support shall commence upon start of the implementation activities and shall continue during the term of the Contract. The Software support services shall include but not limited to the following:

- Support for Software issues/problems; and
- Access to knowledgeable Contractor personnel (i.e. Help Desk) who can answer questions on the use of the Software or provide analysis on solutions to operation problems the LACDA may encounter.
- **Deliverable No. 9 – Maintenance and Support**

The Contractor shall provide maintenance and support services, consisting of maintenance services and operations

Software support, in accordance with the requirements of Attachment 1.2 of this SOW during the term of the Contract.

3.3.11 Task No. 10 – Post-Implementation Services

The Contractor shall make available for purchase Post Implementation Services, which shall include, but not be limited to:

- **Subtask 10.1 – Additional Training**

The Contractor shall, upon completed purchase of additional professional services, provide training.

- **Subtask No. 10.2 – Consulting Services**

The Contractor shall, upon completed purchase of additional Professional Services, provide consulting services.

3.3.12 The Contractor shall follow the implementation of the Software as outlined in the SOW, Section No. 3.3 Tasks and Deliverables.

3.3.13 The Contractor shall assign LACDA a Project Manager and LACDA staff for the initial up-front implementation.

3.4 Technical Assistance and Annual Maintenance

The Contractor shall provide technical assistance and annual maintenance services in accordance with the requirements of Attachment 1.2 of this SOW during the term of the Contract.

4.0 RESPONSIBILITIES

The LACDA and the Contractor's responsibilities are as follows:

LACDA

4.1 LACDA Contract Administrator

The LACDA Contract Administrator shall prepare amendments to the Contract in accordance with Section 8.1 (Amendments) in the Contract.

4.2 LACDA Assistance

The LACDA shall provide the Contractor with the following items:

4.2.1 Provide access to relevant stakeholders and subject matter experts for requirement gathering, testing, and training.

- 4.2.2 Collaborate with the implementation team to review and sign off on project deliverables following the Deliverable Materials Acceptance Procedure as defined in 4.17.1.
- 4.2.3 Allocate resources as necessary to support the project for user training and adoption efforts.
- 4.2.4 Provide project management of tasks and deliverables to the Contractor.
- 4.2.5 Review and approve project deliverables and milestones.
- 4.2.6 Gather templates and data per the technical requirements provided by the Contractor.
- 4.2.7 Pay the Contractor within 30 days upon receipt of an invoice that has been submitted to the terms and conditions of the contract.
- 4.2.8 Provide direction to the Contractor in areas relating to internal policies and regulatory requirements, information and procedural requirements to ensure compliance.
- 4.2.9 Serve as the interface between the Contractor and all LACDA departments participating in the project.
- 4.2.10 Attend project planning and status meetings.
- 4.2.11 Collaborate with the Contractor Project Manager to administer the Project Change Control Procedure as defined in 4.17.1.
- 4.2.12 Resolve deviations from the estimated schedule which may be caused by LACDA and/or the Contractor.
- 4.2.13 Assist with resolving project issues and escalate issues within the LACDA organization as necessary.
- 4.2.14 Obtain and provide information, data, and decisions within ten (10) business days of the Contractor's request unless LACDA and the Contractor agree in writing to a different response time for research delays, additional LACDA approvals, and unforeseen delays. Delays in performance of these LACDA responsibilities may result in delay of the completion of the project and will be handled in accordance with the change control process.

Contractor

4.3 Contractor Administration

4.3.1 Contractor Project Manager

- The Contractor shall provide a qualified full-time Contractor Project Manager assigned to the contract with five (5) years of experience, within the last five (5) years to perform the required work in this SOW.
- The Contractor Project Manager shall act as a central point of contact with the LACDA and shall have full authority to act for the Contractor on all matters relating to the daily tasks specified in Section 3.0 – Specific Work Requirements in this SOW. Project Manager shall be able to effectively communicate, in English, both orally and in writing.
- The Contractor Project Manager shall provide a telephone number and email and be reachable from 8:30 a.m. to 6:00 p.m. PST time, Monday through Friday, except holidays.
- The Contractor Project Manager shall administer the Project Change Control Procedure with the LACDA Project Manager as needed, Manage the Project Change Control procedures including work that is added to or changed from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by LACDA. Changes might include: Timeline for completion, Sign off process, Cost of change and Invoice timing, Amending the SOW to correct an error, Extension of work as the complexity identified exceeds what was expected by LACDA or the Contractor, or Change in type of the Contractor resources to support the SOW. These adjustments may include charges on a time-and-materials or fixed-fee basis using the Contractor's standard rates in effect from time to time for any resulting additional

work or waiting time. Should the LACDA need additional services or change services from the original SOW, Section 10.0 Addition/Changes of Services process will be followed.

- The Contractor Project Manager shall administer the Deliverable Materials Acceptance Procedure: Within ten (10) business days of receipt, the LACDA Project Manager will either accept the deliverable Material or provide the Contractor Project Manager a written list of requested revisions. If the Contractor receives no response from the LACDA Project Manager within ten (10) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

4.3.2 Assigned Contractor Staff

- The Contractor shall assign a sufficient number of employees with three (3) years of experience, within the last five (5) years to perform the required work in this SOW. At least one employee shall be authorized to act for the Contractor in every detail and must speak and understand English.
- The Contractor may use OpenGov staff or third-party personnel and resources located across the United States, and may also include Contractor-trained third party staff (Civic Initiatives), to support the delivery of services. Under any circumstances, the Contractor shall be liable for the delivery of services from any Contractor, including sub-tiers.
- The Contractor shall be required to background check their employees as set forth in Paragraph 7.5, Background and Security Investigations, of the Contract.

4.4 Staff Identification

4.4.1 If applicable, the Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor’s Staff Identification, of the Contract.

4.4.2 If applicable, the Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 4.17.2 – Contractor’s Staff Identification, of the Contract.

4.4.3 If applicable, the Contractor’s employees must wear visible identification when working under the Contract on LACDA property. The identification shall be a LACDA Visitor ID. The Contractor’s employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

4.5 Training

The Contractor shall provide training programs for all new employees and continuing in service training for all employees. All employees shall be trained on assigned tasks.

4.6 Contractor’s Office

Technical support is available as specified in Attachment 1.2 of this SOW, including phone, email or using live chat directly in the Portal. Technical support staff are located in the United States at various remote locations covering all US time zones. Complaints shall be handled in accordance with the escalation procedures in Section 3.3.2.

4.7 Meetings

The Contractor is required to attend LACDA scheduled meetings as requested by the LACDA. Should a conflict arise, the Contractor and LACDA Project Managers will work together to reschedule the meetings.

5.0 HOURS / DAYS OF WORK

The LACDA office hours are from 7:00 a.m. to 6:00 p.m., Monday through Friday. The LACDA offices are closed on the following Holidays:

- New Year’s Day
- Martin Luther King, Jr. Day

- President's Day
- Cesar E. Chavez Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Note: Holidays that fall on a Saturday are observed on the previous Friday and holidays that fall on a Sunday are observed on the following Monday.

6.0 INTENTIONALLY OMITTED.

7.0 INTENTIONALLY OMITTED.

8.0 QUALITY ASSURANCE PLAN

As specified in Section 8.40 (Quality Assurance Plan) of the Contract, the LACDA will evaluate the Contractor's performance under this Contract and the Plan, specified in 8.0 of this SOW, using the following quality assurance procedures:

8.1 Performance Requirements Summary (Attachment 2 of this Attachment 2)

The LACDA shall use a Performance Requirements Summary (PRS) chart, Attachment 2 of this SOW, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement);
- The method to be used to monitor work performance;

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case

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

When the Contractor's performance does not conform to the requirements of this Contract, and the Contractor has not cured such deficiencies within ten (10) days, the LACDA will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the LACDA. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

This section does not preclude the LACDA's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Paragraph 10.1 (Termination for Convenience).

8.2 Periodic Performance Reviews (Attachment 3 of this Exhibit A)

The LACDA will conduct periodic reviews to evaluate the Contractor's performance.

8.3 Contract Deficiency Notice

The LACDA will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the LACDA and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the LACDA will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the LACDA within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the LACDA within ten (10) workdays.

8.4 LACDA Observations

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

9.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS (ATTACHMENT 4)

The Contractor shall comply with all information security and privacy requirements identified in Attachment 4, Information Security and Privacy Requirements.

10.0 ADDITION/CHANGE OF SERVICES

The LACDA reserves the right to add or change services during the term of the Contract. The Contractor fees will be adjusted by negotiation between the LACDA and the Contractor. All negotiated fees must be approved in advance and in writing by the LACDA. Failure of the Contractor to obtain advance written approval from the LACDA shall be grounds for no payment and the cost will be borne by the Contractor. Should the LACDA need additional services from the original SOW, the Contractor will need to submit a quote and it must be approved in writing in advance for the services, and the LACDA and the Contractor must agree to the changes to be done via an LACDA Contract Amendment. Should the LACDA need to delete services from the original SOW, the LACDA and the Contractor will review and adjust charges, and it must be approved in writing in advance for the adjustments, and the LACDA and the Contractor must agree to the changes to be done via an LACDA Contract Amendment.

ATTACHMENT 1.1
OPENGOV END USER LICENSE AGREEMENT (EULA)

OpenGov End User License Agreement

This End User License Agreement (this “EULA”) is made between OpenGov, Inc., a Delaware corporation (“OpenGov” and “Subcontractor”), and Los Angeles County Development Authority (“LACDA” and “Customer”). Customer is purchasing OpenGov services through the authorized reseller, Carahsoft Technology Corporation (“Reseller” and “Contractor”). This Agreement sets forth the terms under which Customer may use OpenGov’s hosted software services. In the event of any conflict between the terms of this EULA and the terms of the agreement between Customer and Carahsoft (“Contract”), the terms of the Contract shall prevail.

1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this EULA (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document used between the Reseller and the Customer to purchase specified OpenGov services.
- 1.5. Party” (or “Parties”) “Party” (or “Parties”) refers to OpenGov and/or Customer.
- 1.6. Intentionally Omitted. For “Subscription Term” see Section 4 of the Contract.

2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this EULA and the Statement of Work, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form (“Software Services”).
- 2.2. Intentionally omitted. Support and Service Levels. See Exhibit I of the Contract.
- 2.3. Professional Services. If OpenGov or its authorized independent contractors provides professional services to Customer through Reseller, such as implementation services, then OpenGov will specify the professional services (“Professional Services”) in an applicable statement of work (“SOW”).

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the EULA and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this EULA, OpenGov grants Customer a non-exclusive, royalty-free license during the Subscription Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.
- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Subscription Term, excluding during routine software maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that OpenGov complete a one-time transfer of Customer Data in a format customarily used in the industry.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this EULA, the Customer Data shall be deleted pursuant to

OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this EULA. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.

- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing Party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either Party; (e) information that was rightfully received by a Party from a third Party without restriction on use or disclosure; or (f) information independently developed by the receiving Party without access to the disclosing Party's Confidential Information.
- 5.3. Each Party agrees to obtain prior written consent before disclosing any of the other Party's Confidential Information. Each Party further agrees to use the other's Confidential Information only in connection with this Agreement. Each Party further agrees to protect the other Party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a Party is required to disclose Confidential Information by law or court order, they must notify the other Party in writing before making the disclosure to give the other Party an opportunity to oppose or limit the disclosure.

6. Intentionally Omitted (Term and Termination). See Section 10 of the Contract.

7. Intentionally Omitted (Payment of Fees). See Section 5 of the Contract.

8. Representations and Warranties; Disclaimer

- 8.1. By OpenGov.
 - 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
 - 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.
 - 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the subscription start date specified in the Order Form, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Subscription Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services to the Reseller.
- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. By Type. NEITHER OPENGOV NOR CUSTOMER, NOR THEIR SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS

AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID FOR THE SOFTWARE SERVICES UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each Party accepts liability to the other for: (a) claims based on either Party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either Party and (c) either Party's infringement of the other Party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Intentionally Omitted.
- 10.2. Intentionally Omitted (Notice). See Section 8.36 of the Contract.
- 10.3. Intentionally Omitted (Anti-corruption)
- 10.4. Injunctive Relief. The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Intentionally Omitted (Force Majeure). See Section 8.25 of the Contract.
- 10.6. Severability; Waiver. If any provision of this EULA is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this EULA will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this EULA will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this EULA shall survive termination: Section 4.4 (Deletion of Customer Data), Section 9 (Limitation of Liability) and Section 10

(Miscellaneous).

- 10.8. Intentionally Omitted (Assignment). See Section 8.2 of the Contract.
- 10.9. Intentionally Omitted (Independent Contractors). See Section 8.28 of the Contract.
- 10.10. Intentionally Omitted (Governing Law and Jurisdiction). See Section 8.26 of the Contract.
- 10.11. Intentionally Omitted.

ATTACHMENT 1.2

OPENGOV SUPPORT AND SOFTWARE SERVICE LEVELS

Exhibit A
SUPPORT AND SOFTWARE SERVICE LEVELS

This Support and Software Services Levels Exhibit (“**Support Exhibit**”) is to OpenGov’s Software Services Agreement, as amended (the “**Agreement**”). Capitalized terms not defined herein have the meaning indicated in the Agreement and its associated Order Form(s).

I. SUPPORT FOR OPENGOV SOFTWARE SERVICES:

A. SUPPORT PLANS

OpenGov offers two types of technical support plans for all support issues relating to the OpenGov Software Services in accordance with Table 1:

TABLE 1 Standard and Premium Support Offerings and Service Level

Offering	Standard	Premium
Unlimited Number of Support Cases per Year*	✓	✓
Unlimited Access to OpenGov Resource Center	✓	✓
Unlimited Online access to the Support Request Portal	✓	✓
Access to Phone/Chat Support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	✓	✓
Designated OpenGov Contact	-	✓
Increased Response Times	-	✓
SEVERITY LEVEL	FIRST RESPONSE TIME	
Urgent	One (1) Business Hour	One (1) Calendar Hour
High	One (1) Business Day	Two (2) Business Hours
Normal	Four (4) Business Days	Eight (8) Business Hours
Low	Eight (8) Business Days	Two (2) Business Days

* *Support Cases are defined as issues related to the OpenGov Software Services.*

1. Severity Level Definitions

Severity Level Urgent: Customer experiences complete loss of use of the Software Services, meeting the definition of “Unavailable” in Section V-A-1 below and no procedural workaround exists, thereby blocking a Customer’s business operations.

Severity Level High: Customer experiences a severe defect or configuration issue with the use of the Software Services and no procedural workaround exists, thereby causing a high impact to Customer’s business operations (excluding Software Service failures that qualify as Severity Level Urgent).

Severity Level Normal: Customer experiences a problem where the use of the Software Services are partially reduced, thereby causing a low-to-medium impact to Customer’s business operations. A procedural workaround exists (excluding Software Service issues that qualify as Severity Level Urgent or High).

Severity Level Low: Routine Software Service support requests relating to issues where the use of the Software Service is negligibly reduced thereby causing a no-to-low impact to a Customer's business operations (excluding Software Service issues that qualify as Severity Level Urgent, High or Normal).

2. Assignment of Severity Levels: OpenGov will determine the Severity Level assigned to each support issue in its reasonable discretion, but taking into consideration the Severity Level input by Customer.

3. First Response Time: OpenGov will use commercially reasonable efforts to respond (via OpenGov's Normal Support Channels) to each support issue reported by the Customer within the applicable response time in Table 1, depending on the applicable severity level and Support Plan contracted by the Customer. "**Business Days**" are Monday-Friday, excluding holidays (which said holidays are described in our Resource Center). "**Business Hours**" are 4:00 AM PT to 7:00 PM PT Business Day.

II. SUPPORT REQUEST PORTAL & RESOURCE CENTER:

A. Customer must opt-in to OpenGov's support portal ("**Support Portal**") to take required actions relating to support and use of the Software Services.

B. Customer must opt-in to the Resource Center to receive certain important information about updates and other changes to the Software Services

III. EXCLUSIONS

This Support Exhibit does not apply to any: (a) features designated Beta or Limited Availability (unless otherwise stated in the associated Documentation), (b) features excluded from the Support Exhibit, (c) responding to problems caused by third party software, (d) configuration changes for third party software, (e) support for issues related to the operation of the Software Services on local personal computers and related printing issues; problems with the browser and loading the required add-on programs; support for using Vision and Intellicus reporting tools, (f) firewall support, (g) responding to problems caused by hardware, (h) issues with ViewPoint ViewPermit Software, (i) on-site support, and (j) errors: (i) caused by factors outside of OpenGov's reasonable control, including misuse, accidents, Customer neglect, or fire; (ii) that resulted from Customer's equipment, software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement, (iv) that result from Customer's unauthorized action or lack of action when required, or from Customer's employees, agents, contractors, or vendors, or anyone gaining access to OpenGov's network by means of Customer's passwords or equipment, or otherwise resulting from Customer's failure to follow appropriate security practices; or (v) that result from Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Customer's use of the Software Services in a manner inconsistent with the features and functionality of the Software Services (for example, attempts to perform operations that are not supported) or inconsistent with OpenGov's published guidance.

IV. PREMIUM SERVICES

A. Customers who subscribe to Premium Services will be assigned an OpenGov Designated Contact or "**Named Contact**". A Named Contact is a designated point of contact who provides coordination and access to consulting, training, and configuration services. In addition, Named Contacts will provide quarterly reviews with the Customer to review outstanding support items, upcoming projects, and technical needs.

B. "**Premium Services**" are defined as services in addition to the "Standard" support provided with the annual OpenGov Software Services. Premium Services are available at OpenGov's discretion and will be billed on a time and materials basis at the then current billable rate..

- i. **OpenGov Consultation and Training**. Step by step instruction, and problem solving by a product or subject matter expert to Customer for users of the Software Services. OpenGov will provide web based, one-on-one remote training to any user during normal OpenGov business hours. This does not include training for newly purchased Software Services that are in deployment. Training is only included for Software Services purchased. Customer users must have a working knowledge of their job function, and of the Software Services.
- ii. **OpenGov Software Services Configuration**: Configuration of the Software Services, with direction by the Customer. These configuration services are available for currently licensed software and at the sole discretion of OpenGov.

V. OPENGOV SOFTWARE SERVICES:

A. SOFTWARE SERVICE LEVELS

1. Uptime Commitment

The Quarterly Uptime Percentage for the Software Service (excluding the Permitting, Licensing and Code Enforcement / Citizen Services Software Services and any OpenGov software not hosted by OpenGov) will be ninety-nine and nine-tenths percent (99.9%) (the “**Uptime Commitment**”). The Uptime Commitment for Permitting, Licensing and Code Enforcement / Citizen Services Software Services will be ninety-nine percent (99%). Subject to the exclusions described in Subsection V.A.2 below, “**Quarterly Uptime Percentage**” is calculated by subtracting from 100% the percentage of 1-minute periods during any quarterly billing cycle (i.e., 3 calendar months) in which the Software Services (are) Unavailable out of the total number of minutes in that quarterly billing cycle. “**Unavailable**” and “**Unavailability**” mean that, in any 1-minute period, all connection requests received by the Software Services failed to process (each a “**Failed Connection**”); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (e.g. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Quarterly Uptime Percentage will be measured based on the industry standard monitoring tools OpenGov uses.

2. Exclusions from Quarterly Uptime Percentage

Notwithstanding anything to the contrary in this exhibit, any Software Service Unavailability issues resulting from any of the following will be excluded from calculation of Quarterly Uptime Percentage:

2.1 Regularly scheduled maintenance of the Software Service that is communicated by OpenGov at least twenty-four (24) hours in advance via the Support Portal. (OpenGov typically schedules such regularly scheduled maintenance twice per month);

2.2 any issues with a third-party service to which Customer subscribes (e.g. Budget Book by Workiva);

2.3 any problems not caused by OpenGov that result from (a) computing or networking hardware, (b) other equipment or software under Customer’s control, (c) the Internet, or (d) other issues with electronic communications;

2.4 OpenGov’s suspension or termination of the Software Service in accordance with the Agreement and/or its associated Order Form;

2.5 the Software Service is experiencing an unforeseeable amount of user requests from Customer;

2.6 software that has been subject to unauthorized modification by Customer;

2.7 negligent or intentional misuse of the Software Service by Customer; or

2.8 “Beta” or “limited availability” products, features and functions identified as such by OpenGov.

Customer may elect to use certain billable OpenGov Professional Software Services to resolve issues associated with the excluded areas listed in this Subsection V-A-2. Such Professional Software Services may require Customer to complete a network assessment, and/or give OpenGov access to Customer’s network, in order to diagnose the issue.

3. Process

Customer shall notify OpenGov of any Unavailability via the Support Portal. Customer shall provide such notification within thirty (30) days of the Unavailability event.

ATTACHMENT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEE S TO BE ASSESSED
SOW Section 2.0 General Requirements	100% Completion of Required Services	Acceptance, Inspection of Reports, and Observation	None*
SOW Section 3.0 Specific Work Requirements	100% Completion of Required Services	Acceptance, Inspection of Reports, and Observation	None*
SOW Section 4.3 – 4.9 Responsibilities	100% Completion of Required Services	Inspection and Observation	None*
SOW Section 4.10 LACDA required meetings	Contractor attendance at all monthly or as required meetings.	Observation of Attendance	None
<p>Comments: *The deductions/fees to be assessed shall be based on the End User License Agreement in Attachment 1.1 in this SOW and the Support and Software Service Levels in Attachment in 1.2 in this SOW.</p>			

ATTACHMENT 3

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY: _____

Signature of LACDA Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

LACDA EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

LACDA Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

ATTACHMENT 4

INFORMATION AND PRIVACY SECURITY REQUIREMENTS

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

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

1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **LACDA Information:** all Data and Information belonging to the LACDA.
- 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 LACDA 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 LACDA’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 LACDA 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 LACDA 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 the LACDA, is under the direct control of the LACDA, whether or not they are paid by the LACDA. 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 LACDA.

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 LACDA Information covered under this Contract.

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

The Contractor shall exercise the same degree of care in safeguarding and protecting the LACDA 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 the LACDA Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of the LACDA Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of the LACDA Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of the LACDA Information;
- Protect against accidental loss or destruction of, or damage to, the LACDA Information; and
- Safeguard the LACDA 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 the LACDA Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and

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

The Contractor shall exercise the same degree of care in safeguarding the privacy of the LACDA 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 the LACDA 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 the LACDA 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 THE LACDA INFORMATION

All the LACDA Information is deemed property of the LACDA, and the LACDA shall retain exclusive rights and ownership thereto. The LACDA 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 LACDA, any the LACDA Information it receives from, receives addressed to, or stores on behalf of, the LACDA. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use the LACDA 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 the LACDA Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the LACDA, 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 LACDA's access to such the LACDA Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR'S USE OF LACDA INFORMATION

The Contractor may use the LACDA Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use the LACDA 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 the LACDA 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 LACDA 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, the LACDA Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of the LACDA Information.** The Contractor agrees that all the LACDA Information is Confidential and proprietary to the LACDA regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of the LACDA Information.** The Contractor may disclose the LACDA Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited

from using the LACDA Information for any other purpose without the prior express written approval of the LACDA's contract administrator in consultation with the LACDA's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose the LACDA Information, the Contractor shall notify the LACDA's contract administrator immediately and prior to any such disclosure, to provide the LACDA 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 the LACDA 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 the LACDA 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 LACDA 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 LACDA within seven (7) calendar days. If an individual makes a request directly to the Contractor involving the LACDA Information, the Contractor shall notify the LACDA within five (5) calendar days and the LACDA 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 the LACDA Information, the Contractor shall notify the LACDA as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the LACDA will coordinate an appropriate response.
- e. **Retention of LACDA Information.** The Contractor shall not retain any the LACDA Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. Contractor EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Contractors as appropriate to their role, with access to the LACDA Information for potential security Risks. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized review of their employees, agents, and volunteers to ensure that no individual accesses the LACDA Information whose past criminal conduct poses a reasonable risk or threat to the LACDA Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of the LACDA Information:** The proper identification, storage, transfer, archiving, and destruction of the LACDA Information.

- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

8. CONTRACTORS AND THIRD PARTIES

The LACDA acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Contractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Contractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Contractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Contractor 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 LACDA's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit. Approval shall not be unreasonably withheld.

9. STORAGE AND TRANSMISSION OF LACDA INFORMATION

All the LACDA 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 the LACDA Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the LACDA's Chief Information Security Officer.

The Contractor will encrypt the LACDA 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 the LACDA's Chief Information Security Officer.

In addition, the Contractor shall not store the LACDA Information in the cloud or in any other online storage provider without written authorization from the LACDA's Chief Information Security Officer. All mobile devices storing the LACDA 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 LACDA's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF LACDA INFORMATION

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

- a. **Return or Destruction.** Upon the LACDA's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the LACDA's option, all originals and copies of all documents and materials it has received containing the LACDA 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 LACDA'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 LACDA requests be returned to the LACDA, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the LACDA. For documents or materials referred to in Subsections (i) and (ii) of this Section that the LACDA 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 LACDA's request, the Contractor shall return all hardware, if any, provided by the LACDA to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the LACDA.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access. The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of the LACDA 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 the LACDA Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF LACDA INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF LACDA INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF LACDA INFORMATION, the LACDA Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the LACDA Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF THE LACDA INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the LACDA'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 the LACDA 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 the LACDA Information is removed in a timely manner;
- d. Applications will include access control to limit user access to the LACDA Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF THE LACDA INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all the LACDA Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF THE LACDA INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

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

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

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeff Aguilar

Chief Information Security Officer

320 W Temple, 7th Floor

Los Angeles, CA 90012

(213) 253-5600

Chief Privacy Officer:

Lillian Russell

Chief Privacy Officer

320 W Temple, 7th Floor

Los Angeles, CA 90012

(213) 351-5363

Departmental Information Security Officer:

Cesar Delgado

Departmental Information Security Officer

700 W. Main Street

Alhambra, CA 91801

(626) 586-1707

Cesar.Delgado@lacda.org

- 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 the LACDA 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 LACDA to investigate the Incident and seek to identify the specific the LACDA Information involved in the Incident upon the LACDA's written request, without charge, unless the Incident was caused by the acts or omissions of the LACDA. 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 LACDA to allow the LACDA 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 LACDA, law firms, and and/or law enforcement agencies at the direction of the LACDA to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the LACDA on any additional disclosures that the LACDA is required to make as a result of the Incident.
- f. Allow the LACDA or its third-party designee at the LACDA'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 the LACDA 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 the LACDA Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of the LACDA 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 LACDA, and therefore, that upon any such breach, the LACDA 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.

16. AUDIT AND INSPECTION

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

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 LACDA promptly upon its completion at the LACDA's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any the LACDA Information, the Contractor shall promptly provide the LACDA with copies of the same upon the LACDA'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 LACDA pursuant to this Section shall be provided at no additional charge to the LACDA.

- b. **LACDA Requested Audits.** Contractor, upon the LACDA's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. When not prohibited by regulation, the Contractor will provide to the LACDA a summary of: (i) the results of any security

audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$2M** 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 the LACDA Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the LACDA as an additional insured to its cyber liability insurance policy and provide to the LACDA certificates of insurance evidencing the foregoing upon the LACDA's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

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

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to the LACDA a non-exclusive, non-transferable worldwide the LACDA license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the LACDA to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing the LACDA Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in

functionality in a way that affects the LACDA's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the LACDA for any claims, losses, or damages arising out of the LACDA's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the LACDA Information may be accessed and retrieved within four to eight (4-8) hours at any point in time. To the extent the Contractor hosts the LACDA Information related to the SaaS, the Contractor shall create daily backups of all the LACDA Information related to the LACDA's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to the LACDA, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor shall promptly notify the LACDA of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the LACDA. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the LACDA to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the LACDA provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the LACDA shall have the sole discretion whether to accept such replacement, unless such replacement is functionally identical to the previous feature or functionality. The replacement shall be at no additional cost to the LACDA. If the Contractor fails to abide by the obligations in this section, the LACDA reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of LACDA Information:** The Contractor warrants and represents that it shall store and process the LACDA Information only in the continental United States and that at no time will the LACDA Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with the LACDA's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide the LACDA with the current audit certifications upon request.

- f. **Services Provided by a Contractor:** Prior to the use of any Contractor for the SaaS under this Contract, the Contractor shall notify the LACDA of the proposed Contractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Contractor and obtain written consent of the LACDA's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide the LACDA with a complete, portable, and secure copy of all the LACDA Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by the LACDA upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to the LACDA, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to the LACDA staff or a successor in the performance of the SaaS being performed by the Contractor;
 - iii. Using its best efforts to assist and make available to the LACDA any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.

ATTACHMENT 5

PAPER TO PAPERLESS LANGUAGE TRANSITION GUIDE

Exhibit A
SUPPORT AND SOFTWARE SERVICE LEVELS

This Support and Software Services Levels Exhibit (“**Support Exhibit**”) is to OpenGov’s Software Services Agreement, as amended (the “**Agreement**”). Capitalized terms not defined herein have the meaning indicated in the Agreement and its associated Order Form(s).

I. SUPPORT FOR OPENGOV SOFTWARE SERVICES:

A. SUPPORT PLANS

OpenGov offers two types of technical support plans for all support issues relating to the OpenGov Software Services in accordance with Table 1:

TABLE 1 Standard and Premium Support Offerings and Service Level

Offering	Standard	Premium
Unlimited Number of Support Cases per Year*	✓	✓
Unlimited Access to OpenGov Resource Center	✓	✓
Unlimited Online access to the Support Request Portal	✓	✓
Access to Phone/Chat Support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	✓	✓
Designated OpenGov Contact	-	✓
Increased Response Times	-	✓
SEVERITY LEVEL	FIRST RESPONSE TIME	
Urgent	One (1) Business Hour	One (1) Calendar Hour
High	One (1) Business Day	Two (2) Business Hours
Normal	Four (4) Business Days	Eight (8) Business Hours
Low	Eight (8) Business Days	Two (2) Business Days

* *Support Cases are defined as issues related to the OpenGov Software Services.*

1. Severity Level Definitions

Severity Level Urgent: Customer experiences complete loss of use of the Software Services, meeting the definition of “Unavailable” in Section V-A-1 below and no procedural workaround exists, thereby blocking a Customer’s business operations.

Severity Level High: Customer experiences a severe defect or configuration issue with the use of the Software Services and no procedural workaround exists, thereby causing a high impact to Customer’s business operations (excluding Software Service failures that qualify as Severity Level Urgent).

Severity Level Normal: Customer experiences a problem where the use of the Software Services are partially reduced, thereby causing a low-to-medium impact to Customer’s business operations. A procedural workaround exists (excluding Software Service issues that qualify as Severity Level Urgent or High).

Severity Level Low: Routine Software Service support requests relating to issues where the use of the Software Service is negligibly reduced thereby causing a no-to-low impact to a Customer's business operations (excluding Software Service issues that qualify as Severity Level Urgent, High or Normal).

2. Assignment of Severity Levels: OpenGov will determine the Severity Level assigned to each support issue in its reasonable discretion, but taking into consideration the Severity Level input by Customer.

3. First Response Time: OpenGov will use commercially reasonable efforts to respond (via OpenGov's Normal Support Channels) to each support issue reported by the Customer within the applicable response time in Table 1, depending on the applicable severity level and Support Plan contracted by the Customer. "**Business Days**" are Monday-Friday, excluding holidays (which said holidays are described in our Resource Center). "**Business Hours**" are 4:00 AM PT to 7:00 PM PT Business Day.

II. SUPPORT REQUEST PORTAL & RESOURCE CENTER:

A. Customer must opt-in to OpenGov's support portal ("**Support Portal**") to take required actions relating to support and use of the Software Services.

B. Customer must opt-in to the Resource Center to receive certain important information about updates and other changes to the Software Services

III. EXCLUSIONS

This Support Exhibit does not apply to any: (a) features designated Beta or Limited Availability (unless otherwise stated in the associated Documentation), (b) features excluded from the Support Exhibit, (c) responding to problems caused by third party software, (d) configuration changes for third party software, (e) support for issues related to the operation of the Software Services on local personal computers and related printing issues; problems with the browser and loading the required add-on programs; support for using Vision and Intellicus reporting tools, (f) firewall support, (g) responding to problems caused by hardware, (h) issues with ViewPoint ViewPermit Software, (i) on-site support, and (j) errors: (i) caused by factors outside of OpenGov's reasonable control, including misuse, accidents, Customer neglect, or fire; (ii) that resulted from Customer's equipment, software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement, (iv) that result from Customer's unauthorized action or lack of action when required, or from Customer's employees, agents, contractors, or vendors, or anyone gaining access to OpenGov's network by means of Customer's passwords or equipment, or otherwise resulting from Customer's failure to follow appropriate security practices; or (v) that result from Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Customer's use of the Software Services in a manner inconsistent with the features and functionality of the Software Services (for example, attempts to perform operations that are not supported) or inconsistent with OpenGov's published guidance.

IV. PREMIUM SERVICES

A. Customers who subscribe to Premium Services will be assigned an OpenGov Designated Contact or "**Named Contact**". A Named Contact is a designated point of contact who provides coordination and access to consulting, training, and configuration services. In addition, Named Contacts will provide quarterly reviews with the Customer to review outstanding support items, upcoming projects, and technical needs.

B. "**Premium Services**" are defined as services in addition to the "Standard" support provided with the annual OpenGov Software Services. Premium Services are available at OpenGov's discretion and will be billed on a time and materials basis at the then current billable rate..

- i. **OpenGov Consultation and Training**. Step by step instruction, and problem solving by a product or subject matter expert to Customer for users of the Software Services. OpenGov will provide web based, one-on-one remote training to any user during normal OpenGov business hours. This does not include training for newly purchased Software Services that are in deployment. Training is only included for Software Services purchased. Customer users must have a working knowledge of their job function, and of the Software Services.
- ii. **OpenGov Software Services Configuration**: Configuration of the Software Services, with direction by the Customer. These configuration services are available for currently licensed software and at the sole discretion of OpenGov.

V. OPENGOV SOFTWARE SERVICES:

A. SOFTWARE SERVICE LEVELS

1. Uptime Commitment

The Quarterly Uptime Percentage for the Software Service (excluding the Permitting, Licensing and Code Enforcement / Citizen Services Software Services and any OpenGov software not hosted by OpenGov) will be ninety-nine and nine-tenths percent (99.9%) (the “**Uptime Commitment**”). The Uptime Commitment for Permitting, Licensing and Code Enforcement / Citizen Services Software Services will be ninety-nine percent (99%). Subject to the exclusions described in Subsection V.A.2 below, “**Quarterly Uptime Percentage**” is calculated by subtracting from 100% the percentage of 1-minute periods during any quarterly billing cycle (i.e., 3 calendar months) in which the Software Services (are) Unavailable out of the total number of minutes in that quarterly billing cycle. “**Unavailable**” and “**Unavailability**” mean that, in any 1-minute period, all connection requests received by the Software Services failed to process (each a “**Failed Connection**”); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (e.g. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Quarterly Uptime Percentage will be measured based on the industry standard monitoring tools OpenGov uses.

2. Exclusions from Quarterly Uptime Percentage

Notwithstanding anything to the contrary in this exhibit, any Software Service Unavailability issues resulting from any of the following will be excluded from calculation of Quarterly Uptime Percentage:

2.1 Regularly scheduled maintenance of the Software Service that is communicated by OpenGov at least twenty-four (24) hours in advance via the Support Portal. (OpenGov typically schedules such regularly scheduled maintenance twice per month);

2.2 any issues with a third-party service to which Customer subscribes (e.g. Budget Book by Workiva);

2.3 any problems not caused by OpenGov that result from (a) computing or networking hardware, (b) other equipment or software under Customer’s control, (c) the Internet, or (d) other issues with electronic communications;

2.4 OpenGov’s suspension or termination of the Software Service in accordance with the Agreement and/or its associated Order Form;

2.5 the Software Service is experiencing an unforeseeable amount of user requests from Customer;

2.6 software that has been subject to unauthorized modification by Customer;

2.7 negligent or intentional misuse of the Software Service by Customer; or

2.8 “Beta” or “limited availability” products, features and functions identified as such by OpenGov.

Customer may elect to use certain billable OpenGov Professional Software Services to resolve issues associated with the excluded areas listed in this Subsection V-A-2. Such Professional Software Services may require Customer to complete a network assessment, and/or give OpenGov access to Customer’s network, in order to diagnose the issue.

3. Process

Customer shall notify OpenGov of any Unavailability via the Support Portal. Customer shall provide such notification within thirty (30) days of the Unavailability event.



Receiving Electronic Bids Only

- Submit Electronic Responses via the Type e-Procurement Portal <https://procurement.opengov.com/portal/agency>
- Name is soliciting sealed electronic bids in response to <title>.
- Sealed bids will be received for PROJECT through the Type e-Procurement Portal located at <https://procurement.opengov.com/portal/agency>

Receiving Electronic Bids with Paper Alternate

- The Type prefers electronic submission of bids and proposals. Please submit electronic responses via the Type e-Procurement Portal: <https://procurement.opengov.com/portal/agency>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.
- Mail-in responses will be accepted and must be accompanied by an electronic copy on a USB key included in the response envelope.
- The preferred method of sealed electronic bids will be received for PROJECT through the Type e-Procurement Portal located at <https://procurement.opengov.com/portal/agency>.

Deadline

Bids may be received up to but not later than <deadline date and time> via the Type e-Procurement Portal located at <https://procurement.opengov.com/portal/agency>. The Type e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. name strongly recommends completing your response well ahead of the deadline

Addenda Notification and Acknowledgement

Addenda Notification: Bidders are required to register for an account via the Type e-Procurement Portal hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications to their email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/agency>.

Submitting Questions and Receiving Responses

Bidders shall submit all inquiries regarding this bid via the Type e-Procurement Portal, located at <https://procurement.opengov.com/portal/agency>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the Type e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.



Electronic Pricing Table (Bid Schedule, Bid Sheet)

name will be accepting electronic submissions of the enclosed bid sheet via the Type eProcurement portal partner, OpenGov. Please submit your pricing using the online bid sheet provided.

Other Areas of the language to review:

- Submission of Bid Security
- Bid Openings
- Pre-Bid Meetings
- Intended Decision/Notices

EXHIBIT B

FEE SCHEDULE

**FEE SCHEDULE
FOR
GOVERNMENT PROCUREMENT SOFTWARE SOLUTION AND
SUPPORT SERVICES**

The Contractor shall provide government procurement software solution and support services to the LACDA in accordance with Exhibit A, Statement of Work. The cost shall include all labor, materials, equipment, licensing, support, professional, travel, and any other applicable and associated fee. The Contractor shall be paid in accordance with Section I:

SECTION I: GOVERNMENT PROCUREMENT SOFTWARE SOLUTION AND SUPPORT SERVICES		
ITEM NO.	DESCRIPTION	ANNUAL COST
1.	Professional Services Deployment between \$1-2 Billion for OpenGov, Inc. (OG-PSBG-B12B-OT-0Y).	\$83,038.05
2.	Licensing, maintenance, and support services for the OpenGov Procurement Solution (Contract Management, Supplier Engagement, Evaluations and Awards, Solicitation Development, and Requisitions) between \$1-2 Billion for year one (1) from October 1, 2024 to September 30, 2025. OpenGov Inc.(OG-SWFO-B12B-AR).	\$126,774.74
TOTAL FOR YEAR ONE (1)		\$209,812.79

Should the LACDA exercise the option years of service for years two (2) and three (3), the Contractor shall be paid in accordance with Section II: Optional Government Procurement Software Solution and Support Services.

SECTION II: OPTIONAL GOVERNMENT PROCUREMENT SOFTWARE SOLUTION AND SUPPORT SERVICES		
ITEM NO.	DESCRIPTION	ANNUAL COST
1.	Licensing, maintenance, and support services for the OpenGov Procurement Solution (Contract Management, Supplier Engagement, Evaluations and Awards, Solicitation Development, and Requisitions) between \$1-2 Billion for Year Two (2) from October 1, 2025 to September 30, 2026. OpenGov Inc.(OG-SWFO-B12B-AR).	\$133,075.76
2.	Licensing, maintenance, and support services for the OpenGov Procurement Solution (Contract Management, Supplier Engagement, Evaluations and Awards, Solicitation Development, and Requisitions) between \$1-2 Billion for Year Three (3) from October 1, 2026 to September 30, 2027. OpenGov Inc.(OG-SWFO-B12B-AR).	\$139,729.34
TOTAL FOR OPTION YEARS TWO (2) AND THREE (3)		\$272,805.10

GRAND TOTAL FOR SECTIONS I AND II		\$482,617.89
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EXHIBIT C

LACDA'S ADMINISTRATION

LACDA'S ADMINISTRATION

SERVICES: Government Procurement Software Solution and Support Services

LACDA PROJECT DIRECTOR:

Name: Kathy Thomas
Title: Chief of Operations
Address: 700 W. Main Street, Alhambra, CA 91801

Telephone: (626) 586-1844
E-Mail Address: Kathy.Thomas@lacda.org

LACDA PROJECT MANAGER:

Name: Deanna Tantraphol
Title: Procurement Officer
Address: 700 W. Main Street, Alhambra, CA 91801

Telephone: (626) 586-1731
E-Mail Address: Deanna.Tantraphol@lacda.org

LACDA CONTRACT ADMINISTRATOR:

Name: Maryann Raygoza-Robles
Title: IT Procurement Analyst
Address: 700 W. Main Street, Alhambra, CA 91801

Telephone: (626) 586-1725
E-Mail Address: Maryann.Robles@lacda.org

EXHIBIT D

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Carahsoft Technology Corp.

SERVICES: OpenGov SaaS

CONTRACTOR'S PROJECT MANAGER

Name: Heather Castellanos

Title: Account Manager

Address: 11493 Sunset Hills Rd, Suite 100, Reston VA, 20190

Telephone: 703-871-8500 Facsimile: _____

E-Mail Address: Heather.Castellanos@Carahsoft.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Robert Moore

Title: Vice President

Address: 11493 Sunset Hills Rd, Suite 100, Reston VA, 20190

Telephone: 703-871-8500 Facsimile: _____

E-Mail Address: robert.moore@carahsoft.com

Name: Natalie LeMay

Title: State & Local Contracts Manager

Address: 11493 Sunset Hills Rd, Suite 100, Reston VA, 20190

Telephone: 703-871-8500 Facsimile: _____

E-Mail Address: Natalie.LeMay@carahsoft.com

Notices to Contractor shall be sent to the following:

Name: Contracts Team

Title: _____

Address: 11493 Sunset Hills Rd, Suite 100, Reston VA, 20190

Telephone: 703-871-8500 Facsimile: _____

E-Mail Address: contracts@carahsoft.com

EXHIBIT E

REQUIRED CONTRACT FORMS

AND CERTIFICATIONS

EXHIBIT F

REQUIRED CONTRACT PROVISIONS

CONTRACTOR EMPLOYEE JURY SERVICE

LOS ANGELES COUNTY CODE CHAPTER 2.203

2.203.010 - Findings.

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

(Ord. 2002-0015 § 1 (part), 2002)

2.203.020 - Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the board of supervisors is the governing body.

(Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 - Applicability.

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

(Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 - Contractor Jury Service Policy.

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

(Ord. 2002-0015 § 1 (part), 2002)

2.203.050 - Other Provisions.

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

(Ord. 2002-0015 § 1 (part), 2002)

2.203.060 - Enforcement and Remedies.

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

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to [chapter 2.202](#), seek the debarment of the contractor.

(Ord. 2002-0015 § 1 (part), 2002)

2.203.070 - Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

(Ord. 2002-0015 § 1 (part), 2002)

2.203.090 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 2002-0015 § 1 (part), 2002)

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.
- 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 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

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

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.)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2023)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

Note: You are encouraged to notify all employees whose wages for 2023 are less than \$63,398 that they may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 5, 2024.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2023 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2023 and owes no tax but is eligible for a credit of \$800, they must file a 2023 tax return to get the \$800 refund.

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

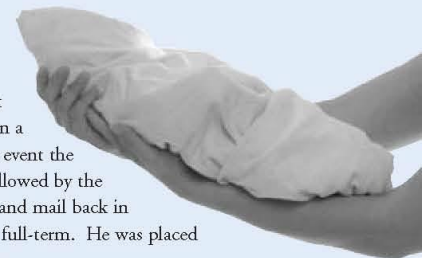
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



EXHIBIT G

REQUIRED FORMS AT THE TIME OF CONTRACT EXECUTION

EXHIBIT H

REQUIRED FORMS AT THE COMPLETION OF CONTRACT



**Chief
Information
Office**

Peter Loo
CHIEF INFORMATION OFFICER

DRAFT

Attachment A

CIO

ANALYSIS

BOARD AGENDA DATE:

9/24/2024

SUBJECT:

CONTRACT FOR GOVERNMENT PROCUREMENT SOFTWARE SOLUTION AND SUPPORT SERVICES

CONTRACT TYPE:

New Contract Sole Source Amendment to Contract #:

SUMMARY:

The Los Angeles County Development Authority (LACDA) is requesting authorization to execute a Contract for a term of one-year with two one-year options with Carahsoft Technology, Corp. (Carahsoft) for provision of a Software as a Service (SaaS) Government Procurement Software Solution and support services. The LACDA is further requesting authorization to amend the Contract with Carahsoft to extend term and utilize pool dollars, and if necessary, terminate for convenience. Finally, the LACDA is recommending the Board find the Contract is exempt from the California Environmental Quality Act.

The proposed Contract with Carahsoft will support the acquisition and deployment of a SaaS government procurement software solution from OpenGov Inc and provide standard support services. The OpenGov software solution includes: 1) solicitation development that provides guided workflows, intelligent boilerplates, and access to a publicly shared scope-of-work library to build solicitations; 2) solicitation management that provides a vendor self-service procurement portal, vendor instructions for preparation of solicitation responses, automated notifications for addenda, calendar updates, questions and answers, and vendor live chat support, 3) solicitation evaluation and award that tabulates proposal response scoring and manages award communications; 4) contract administration that supports collaboration for contract drafting and reviews and managing final contract records; and 5) a requisition module currently being developed by OpenGov that will automate the LACDA’s manual contract requisition approval process.

The project scope of services includes tasks and deliverables for: project planning and management, solution set-up, software testing and defect resolution, data upload of open contract solicitations, user acceptance testing, system training, system implementation and cutover for production use, post-implementation review analysis and system maintenance and support services. This scope does not include integration to LACDA’s PeopleSoft Enterprise Resource Planning system so contract and purchase order information required for payment will need to be manually entered in this system. When fully implemented, OpenGov’s government procurement software solution is expected to streamline the LACDA’s contract processes, enhance efficiency, and improve visibility and control over contract activities.

The LACDA subject matter experts evaluated five SaaS procurement solutions and selected OpenGov for its features and capabilities. It utilized [the National Association of State Procurement Officials \(NASPO\) Cooperative Purchasing Program](#) to establish the proposed Contract with Carahsoft. Using this cooperative agreement is allowed under the LACDA Procurement and Contracting Policies and Procedures for federal Department of Housing and Urban Development funded projects and services.

Contract Amount: Contract including option years is \$482,619 and \$48,262 in pool dollars for a total of \$530,881.

FINANCIAL ANALYSIS:

Carahsoft Contract costs:

Contract One-Time Costs:

Implementation Services	\$	83,038 ¹
Subtotal One-Time Costs:	\$	83,038

Contract Ongoing Annual Costs:

Year 1 Subscription and Standard Support Fees.....	\$	126,775 ²
Optional Year 2 Subscription and Standard Support Fees.....	\$	133,076 ³
Optional Year 3 Subscription and Standard Support Fees.....	\$	139,730 ³
Subtotal Ongoing Costs:	\$	399,581

Contract Pool Dollars \$ **48,262⁴**

Total – Contract Sum \$ **530,881**

Notes:

¹ Professional implementation services for project planning and management, solution set-up, software testing and defect resolution, upload of open contract solicitations, user acceptance testing, system training, system implementation and cutover for production use, post-implementation review analysis

² Application subscription fees, hosting fees (server, storage, networking, backup and recovery, security management) and standard support fees

³ Reflects ~ 4.8 % annual increase

⁴ Contract pool dollars for optional services

RISKS:

- Project Management and Governance** – To ensure a successful project, the Chief Information Officer (CIO) recommends a strong project governance and dedicated project manager to ensure adherence to schedule and budget, to manage scope changes, to manage contractor performance, and to represent the needs of the LACDA business users. The project Executive Sponsor is the LACDA’s Chief of Operations, Kathy Thomas. The Project Director is the LACDA’s Procurement Officer, Deanna Tantraphol. The Project Manager is the LACDA’s Michele Do, the LACDA’s IT Systems Analyst. Cesar Delgado, the LACDA’s IT Manager, will be the project’s technical advisor.
- Lack of Contractor Performance** – A critical factor in the success of the project is management of Contractor performance. After extensive negotiations, the LACDA agreed to remove Performance Requirements that include deductions for failure to meet required performance indicators that are assessed on either a per-occurrence or a per-occurrence per day basis and to accept OpenGov’s Support and Software Service Level Agreement that requires commercially reasonable

efforts to respond to support issues based on applicable response times for designated severity levels. In addition, the LACDA has agreed to pay upfront the solution implementation services and Year 1 Subscription Fees and Standard Support Fees in return for discount pricing on these annual fees and receive at no cost implementation services and subscription and support fees for the contract requisition module that is being developed. Based on these negotiated concessions, the LACDA's sole remedy to ensure acceptable contractor performance is to exercise the Contract's clause for termination or suspension for convenience or for default.

- 3. **Information Security Review** – The information technology security risk was analyzed by LACDA's Information Security Officer and a County Deputy Information Security Officer. The project was assessed as medium risk, the system contains personally identifiable information (PII) data, including Authorization Agreement for Direct Deposit and Checking/Savings Account confirmation, W-9 Request for Taxpayer Identification Number and Certification and Insurance certificates and policy. The CIO recommended that LACDA review the most recent third-party assessment (Service Organization Control Type 2) to ensure adherence to National Institute of Standards and Technology 800-53 standard, which identifies system security and privacy controls. Also, the proposed Contract includes Technology Errors and Omissions Insurance with limits of \$10 million per occurrence and Cyber Security Insurance with limits of \$2 million during the term of the Contract.
- 4. **Contract Risks** – County Counsel reviewed the Contract and approved it as to form. It advised the LACDA on the negotiated contact concessions discussed in the Contractor Performance risk section. However, the LACDA made a business decision to accept these Contract concessions and include them in the proposed Contract.

PREPARED BY:

GREG MELENDEZ, DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

PETER LOO, CHIEF INFORMATION OFFICER

DATE

PRESENTATION DOCUMENTS NOT
AVAILABLE AT TIME OF POSTING