Board of Supervisors

Operations Cluster Agenda Review Meeting

DATE: February 19, 2025
TIME: 2:00 p.m. – 4:00 p.m.
MEETING CHAIR: Michelle Vega, 5th Supervisorial District
CEO MEETING FACILITATOR: Thomas Luscombe

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

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. BOARD MOTION ITEM(S):

SD-1

- PROCLAIMING MARCH AS ARTS EDUCATION MONTH AND EMPOWERING FUTURE CREATIVE LEADERS THROUGH THE LAUNCH OF THE BLOOMBERG ARTS INTERNSHIP PROGRAM

SD-3

- RESOLUTION APPROVING THE REISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING MORTGAGE REVENUE NOTES FOR THE CORAZÓN DEL VALLE II AFFORDABLE HOUSING PROJECT

4. DISCUSSION ITEM(S):

A) Board Letter:
REQUEST APPROVAL OF SOLE SOURCE CONTRACT NUMBER 25-001 WITH LEXISNEXIS VITALCHEK NETWORK, INC. FOR RECORDS PAYMENT AND PROCESSING SYSTEM AND RELATED SERVICES
RRCC/CIO – Jerome Jordan, Assistant RR/CC, Administrative Services and Monique Blakely, Assistant RR/CC, Recorder Bureau

B) Board Letter:
APPROVAL OF CONTRACT FOR WRITING EVALUATION SERVICES WITH COOPERATIVE PERSONNEL SERVICES
DHR – Johan Julin, Assistant Director

C) Board Letter:
DELEGATION OF AUTHORITY TO INVEST AND ANNUAL ADOPTION OF THE TREASURER AND TAX COLLECTOR INVESTMENT POLICY
TTC – Jennifer Koai, Operations Chief

D) Board Memo:
ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AMENDMENT TO AGREEMENT NUMBER 74666 WITH N. HARRIS COMPUTER CORPORATION AND SYSCON JUSTICE SYSTEMS, INC. FOR THE MAINTENANCE AND SUPPORT OF THE JAIL INFORMATION MANAGEMENT SYSTEM
LASD/CIO – Tony Liu, Administrative Services Manager II

E) Board Letter:
CONTRACT BETWEEN THE COUNTY OF LOS ANGELES AND INFOR PUBLIC SECTOR, INC. FOR PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES
BOS-ISAB/CIO – Thomas Kooy, Executive Director

5. PRESENTATION ITEM(S):

None.

6. ADJOURNMENT

UPCOMING ITEM(S):

A) CEO/CLASS - COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS

B) CEO/RE - REQUEST FOR DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE AND GRANT A REAL ESTATE LICENSE TO THE STATE OF CALIFORNIA AT THE COUNTY-OWNED TELECOMMUNICATION SITE: PUENTE HILLS-NIKE

C) APD/CIO - APPROVE CONTRACT AMENDMENT NO. 2 WITH PUBLICIS SAPIENT CORPORATION FOR A CLIENT CASE MANAGEMENT SYSTEM

D) LACDA/CIO - APPROVAL TO PURCHASE LOAN MANAGEMENT SOFTWARE SERVICES WITH APPLIED BUSINESS SOFTWARE, INC.

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE OPERATIONS CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

OPS_CLUSTER_COMMENTS@CEO.LACOUNTY.GOV

AGN. NO._____

MOTION BY SUPERVISOR SOLIS March 4, 2025

Proclaiming March as Arts Education Month and Empowering Future Creative Leaders Through the Launch of the Bloomberg Arts Internship Program

Arts Education Month is recognized in March to highlight the crucial role that arts education plays in the development of young people and in enriching the broader community. Arts education, including disciplines such as visual arts, music, theater, dance, and digital arts, is essential for nurturing creativity, critical thinking, and collaboration in students. Research has shown that students engaged in arts education tend to have higher academic performance, improved graduation rates, and better social-emotional development. These skills are crucial in preparing students for success in both education and their future careers.

Arts education fosters cultural understanding and empathy while helping students develop the confidence needed to thrive in a rapidly changing world. The arts are also an economic driver in Los Angeles County, contributing significantly to its cultural and creative industries.

In recognition of these benefits and the need for more opportunities for young people, Los Angeles County will build upon the success of the Los Angeles County Arts Internship Program, which has successfully provided college students with hands-on experience, professional mentorship, and career exploration in the arts, by launching a

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MOTION BY SUPERVISOR SOLIS March 4, 2025

Proclaiming March as Arts Education Month and Empowering Future Creative Leaders Through the Launch of the Bloomberg Arts Internship Program

new arts internship program for high school students. This new program will be developed in partnership with Bloomberg Philanthropies, whose support will ensure the creation of transformative opportunities for youth across the county.

The Los Angeles County Bloomberg Arts Internship program will offer rising high school seniors the chance to engage with professionals in arts and cultural organizations, receive mentorship, explore creative industries, and develop essential skills for successful careers in the arts. This program will help young people from all backgrounds gain hands-on experience in paid internships, providing them with valuable work-based learning opportunities in the arts.

This program aligns with the goals outlined in the Los Angeles County Cultural Policy, which emphasizes the importance of fostering an equitable and inclusive arts ecosystem, strengthening the creative economy, and ensuring that all communities have access to cultural resources that reflect their unique identities. The Cultural Policy encourages investment in programs that engage young people in arts education and career development, and this new internship program supports those objectives by prioritizing youth engagement, career pathways in the arts, and broadening access to arts opportunities across Los Angeles County.

The Los Angeles County Bloomberg Arts Internship program will prioritize equitable access to ensure representation from all communities in Los Angeles County and will collaborate with local arts organizations, schools, and businesses to provide

AGN. NO._____

MOTION BY SUPERVISOR SOLIS March 4, 2025

Proclaiming March as Arts Education Month and Empowering Future Creative Leaders Through the Launch of the Bloomberg Arts Internship Program

internships that nurture the next generation of creative professionals. By expanding opportunities for young people in the arts, this program aims to build pathways for future careers in the creative sector, while enhancing the cultural fabric of Los Angeles County.

I, THEREFORE, MOVE that the Board of Supervisors:

1. Proclaim March 2025 as Arts Education Month.
2. Direct the Department of Arts and Culture to support and amplify the celebration of Arts Education Month in March by engaging in activities and communications that raise awareness about the importance of arts education and highlight its impact on youth development. These efforts should be in partnership with the Los Angeles County Office of Education, the Department of Youth Development, the Department of Parks and Recreation, and local arts organizations.
3. Direct the Department of Arts and Culture to lead the implementation of the Los Angeles County Bloomberg Arts Internship program, in partnership with Bloomberg Philanthropies, including entering into funding agreements with Bloomberg Philanthropies to plan and implement the program, and to work with local partners to expand opportunities for youth across the county, in alignment with the principles of the Cultural Policy.

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MOTION BY SUPERVISOR SOLIS March 4, 2025

Proclaiming March as Arts Education Month and Empowering Future Creative Leaders Through the Launch of the Bloomberg Arts Internship Program

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MOTION BY SUPERVISOR LINDSEY P. HORVATH March 4, 2025

Resolution Approving the Reissuance of Tax-Exempt Multifamily Housing Mortgage Revenue Notes for the Corazón del Valle II Affordable Housing Project

The Corazón del Valle II project ("Project"), located at 14533 Lanark Street, in the City of Los Angeles, is a six-story affordable housing development that includes 90 housing units. Of the 90 units, 45 units are set aside for homeless individuals and households with incomes up to 30% of the Area Median Income ("AMI"), 43 units are set aside as general affordable units reserved for households earning up to 60% of AMI, and two are unrestricted manager's units.

Project amenities include a community room, community kitchen, on-site laundry facilities, outdoor space including courtyards and a roof deck, office space for service providers and property management, and 86 parking spaces. The Project will meet the requirements for mobility (16 designated units) and sensory access (11 designated units).

Located in the Panorama City neighborhood of the San Fernando Valley, the Project was developed on County-owned property composed of a portion of one parcel of approximately 1.72 acres. The 1.72-acre parcel was split into two sites of approximately 0.86 acres each to allow for the development of two separate project phases - Corazón del Valle I and Corazón del Valle II. This action concerns phase two of the Project.

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Before being used for affordable housing development, the Project site was improved with one vacant office building of approximately 51,000 square feet that was formerly occupied by the Los Angeles County Department of Public Social Services ("DPSS"), which was demolished to allow for development of the Project. The County executed a 75-year ground lease with Holos (the "Developer," formerly Clifford Beers Housing) for construction and operation of the Project.

On January 11, 2022, the Los Angeles County Development Authority (LACDA) issued, pursuant to the resolution of the Board of Commissioners on January 11, 2022, its $25,600,000 Multifamily Housing Revenue Note (the "Tax Exempt Note") and its $10,700,000 Multifamily Housing Revenue Note (the "Taxable Note" and together with the Tax-Exempt Note, the "Notes"), pursuant to a plan of financing to finance the Project.

The Project completed construction and received a Certificate of Occupancy in September 2024. As part of the conversion of construction financing to permanent financing, the Project requires a new Resolution, pursuant to Section 147(f) of the Internal Revenue Code of 1986, because amendments required for the Project's construction loan will result in a "reissuance" of the existing Tax-Exempt Note. In order to maintain the tax-exempt status of the interest on the Tax-Exempt Note, the LACDA and the County must execute the following actions: (1) The LACDA must conduct a public hearing to satisfy the public approval requirement of Section 147(f) of the internal Revenue Code and (2) the County must approve a resolution approving the plan of financing and authorizing the "reissuance" of the Tax-Exempt Note. Although the LACDA was the issuer of the Notes, the plan of financing cannot proceed without the approval of the Board.

On February 18, 2025, at its office located at 700 West Main Street in Alhambra, the LACDA conducted a telephonic hearing regarding the plan of financing and the issuance or reissuance of the Tax-Exempt Note to finance the Project. No comments were received at the hearing concerning the plan of financing, the issuance or reissuance of the Tax-Exempt Note, or the nature or location of the Project.

The proposed actions are not a project pursuant to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 15378 (b) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment.

The attached Resolution was prepared by Kutak Rock LLP, LACDA Bond Counsel, and approved as to form by County Counsel.

I, THEREFORE, MOVE that the Board of Supervisors:

1. Adopt and instruct the Chair to sign a Resolution, as required under Section 147(f) of the Internal Revenue Code of 1986, approving the reissuance of Multifamily Housing Mortgage Revenue Notes and related actions in an amount not to exceed an aggregate amount of $36,300,000, which will be deemed to refinance a portion of the cost of the acquisition, construction, and development of Corazón del Valle II, a 90-unit project located at 14533 Lanark Street, Los Angeles, California 91402 in the City of Los Angeles and in the County of Los Angeles.

2. Find that approval of these actions is not subject to the provisions of CEQA because the actions will not have the potential of causing a significant effect on the environment.

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BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	2/19/2025
BOARD MEETING DATE	3/11/2025
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	Registrar-Recorder/County Clerk
SUBJECT	REQUEST APPROVAL OF SOLE SOURCE CONTRACT #25-001 WITH LEXISNEXIS VITALCHEK NETWORK, INC. FOR RECORDS PAYMENT AND PROCESSING SYSTEM AND RELATED SERVICES
PROGRAM	Records Payment and Processing System and Related Services
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☒ Yes ☐ No If Yes, please explain why: The Department plans to enter into a sole source contract negotiation with VitalChek to ensure stability, maintain costs, and eliminate potential processing delays that could arise from contracting with a new vendor. Moreover, there are a limited number of vendors in this industry capable of meeting our needs. The Department reviewed the contract with County vendor Fidelity Information Services, LLC (FIS) and determined that FIS was not able to do required tasks, including electronic authentication or accept and review the sworn statements for vital records and Fictitious Business Statements. Additionally, FIS charges 2% per transaction cost, which adds cost to a customer request. FIS is only a payment processor and does not have the technology to provide all the additional services i.e identification proofing, affidavit submissions etc. that VitalChek includes at no cost. Another vendor, Permitium, did not provide all the services in the Statement of Work i.e. card present transactions that VitalChek can. Additionally, Permitium cannot meet County fiscal guidelines for deposits.
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable **If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.**
DEADLINES/ TIME CONSTRAINTS	Per Sole Source Policy 5.100 (Sole Source Contracts and Amendments), advance written notice and justification was given to the Board of Supervisors on July 24, 2024 (at least six months prior to the expiration of the current contract. The current contract with VitalChek ends on April 5, 2025. Per Sole Source Policy 5.015 (Timely Submission of Contracts for Board Approval), the Board Letter will be heard on March 11, 2025 (more than three weeks preceding the last Board agenda date at which the Board can act prior to expiration of an existing contract).
COST & FUNDING	Total cost: While there is no cost to the County for these services, there is a pass-through processing fee charged to our customers for online transactions, "card present" transactions, and for "card not present" transactions. It should be noted the Contractor had the ability to contractually increase annually but did not exercise the opportunity; leaving the cost fixed for eleven (11) years. However, there is a provision that mentions "rates may be subject to updates per Paragraph 5.0 of the contract with Department and County Counsel approval. Funding source: There is no anticipated financial impact to the County. TERMS (if applicable): Explanation:
PURPOSE OF REQUEST	Approval of the recommended Contract will allow the Department to continue to provide essential services to the public, including processing of essential records and the ability to provide various payment options including mobile payment options to the public. In addition, the contract allows the Department to continue to provide customers with the flexibility to request expedited mail services when ordering their vital records. Without a qualified vendor who can assist with providing additional service beyond payment processing, the Department would be forced to revert to the acceptance of only cash, check, or money order as payment for copies, recording fees, and filing fees with no ability to service online customers or validate identity and affidavits. Customers would also lose the availability of expedited mail services and/or convenient online services.
BACKGROUND (include internal/external issues that may exist including any related motions)	The Department's existing contractual partnership with VitalChek has allowed the Department to add services that greatly benefit County customers at no cost to the county. This partnership allows the Department to pass these cost savings on to our customers by providing these services at a flat rate cost rather than a sliding scale fee per transaction. The contract with VitalChek will ensure stability and eliminate the recreation and programming a vendor would need to perform to connect to our back end system, incorporate technology that would verify identity and have the ability to handle the acceptance of the affidavits and push those over to RR/CC all while ensuring our funds are guaranteed.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jerome Jordan Assistant RR/CC, Administrative Services (562) 462-2652 jjordan@rrcc.lacounty.gov Monique Blakely Assistant RR/CC, Recorder Bureau (562) 462-2073 mblakely@rrcc.lacounty.gov

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

March 11, 2025

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:

REQUEST APPROVAL OF SOLE SOURCE CONTRACT NUMBER 25-001 WITH LEXISNEXIS VITALCHEK NETWORK, INC. FOR RECORDS PAYMENT AND PROCESSING SYSTEM AND RELATED SERVICES (ALL DISTRICTS) (3 VOTES)

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

SUBJECT

The Department of Registrar-Recorder/County Clerk (Department or RR/CC) requests approval to execute sole source Contract #25-001 (Contract) with LexisNexis VitalChek Network, Inc. (VitalChek) for a records payment and processing system and related services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize RR/CC, or designee, to execute a substantially similar sole source Contract (Attachment 1) with VitalChek in order to provide a records payment and processing system and related services, effective for a period of five (5) base years, with two (2) optional one-year periods and six (6) optional month-to-month extensions, for a maximum term of seven (7) years and six (6) months.

2. Delegate authority to the RR/CC, or designee, to prepare and execute future amendments to extend the Contract for two (2) optional one-year periods and six (6) optional month-to-month extensions provided that County Counsel approval is obtained.

3. Delegate authority to the RR/CC, or designee, to prepare and execute future amendments to the Contract as needed to (1) reflect changes resulting from new legislation or changes to County Policy Terms and Conditions; (2) reflect changes in State and County legislation; (3) modify the Statement of Work to meet operational needs; or (4) make any other necessary changes which do not materially alter any term or condition of the Contract provided that County Counsel approval is obtained.

4. Delegate authority to the RR/CC, or designee, to prepare and execute future amendments to increase Transaction Fees in Exhibit B (Pricing Schedule) per Paragraph 5.0 of the Contract provided RR/CC approval and County Counsel approval is obtained.

5. Delegate authority to the RR/CC, or their designee, to terminate the contract in whole or in part as necessary provided that County Counsel approval is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended sole source contract provides County customer's with continued access to vital records and expanded payment options. Moreover, clients are able to request vital records and fictitious business names online, request and pay for real property records via online, phone or fax and pay for services in person via credit/debit, Apple Pay or Samsung Pay.

Under the zero-cost Contract, VitalChek provides all equipment, supplies, materials (except paper), communication lines, internet connection, etc. needed to perform records payment and processing services. The services are fully funded by transaction fees charged by VitalChek to RR/CC customers per each transaction. Without these services, RR/CC would be limited to accepting only cash, check, or money order as payment for copies of vital records and recorded real property documents. Customers would also lose the ability to request services online, authenticate electronically, use mobile pay options, and access to expedited mail services.

Other vendors typically charge for internet connections and equipment, and/or charge customers on a sliding scale based on the amount of records purchased. Through the VitalChek contact, County customers are only charged one fee, regardless of the number of records purchased. Additionally, VitalChek guarantees, ensuring that there are no delays on finances and eliminates the need for the Department to process chargebacks. Furthermore, VitalChek verifies the identity of the requestor either electronically or through a sworn statement, freeing Department staff from that task. This service also reduces costs for County customers who did not need to engage with a Notary. VitalChek also completes any additional programming needed to meet Department needs or legislative upgrades at no additional cost.

The Department reviewed the contract with County vendor Fidelity Information Services, LLC (FIS) and determined that FIS was not able to do the required electronic

authentication or accept and review the sworn statements for vital records and Fictitious Business Statements. Additionally, FIS wanted to charge on a sliding scale based on the amount of the transaction. FIS operates only as a payment processor; they do not have the capability to incorporate technology that would allow Department to incorporate legislative changes to validate identity and secure documents. FIS was not willing or able to do all the additional services that VitalChek does.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

North Star 3. Communication and Public Access. Provide increased transparency and accessibility to government services and communication, including information that is easy to understand and available in multiple languages and formats. Implement technological business solutions to enable County departments to meet their core mission, transform how we share information, and protect the privacy rights of individuals while continuing to provide the public with beneficial and responsive services with easy access, convenience, and additional options to purchase copies of recorded documents. Ensure service delivery systems are efficient, effective, and goal oriented. The services also benefit the County by providing ensured payments and quicker deposits of County fees.

FISCAL IMPACT/FINANCING

There is no cost to the County. Customers choosing to use credit/debit card payment options are charged a transaction fee of $10.75 for orders submitted over the internet and $1.75 for orders submitted via fax, phone, or in-person. VitalChek may additionally charge expedited shipping fees to any customer requesting an expedited shipping option. VitalChek is solely responsible for collection of all transaction fees, expedited shipping fees, as well as all fees due to the County in respect of the recorded documents (collectively, "recorded document fees"). VitalChek assumes all risks of non-collection, chargebacks, and any other card adjustments.

VitalChek forwards all recorded document fees to the Department via Automated Clearing House transfer, on the next business day following the day on which VitalChek is permitted to charge the customer's credit/debit card in association with applicable credit/debit card rules (irrespective of whether VitalChek actually collects those recorded document fees) and retains the transaction and expedited shipping fees. The transaction and expedited shipping fees are the sole amounts payable to VitalChek for performance of the services. Under the terms of the recommended contract, VitalChek cannot increase the transaction fees charged to customers without approval from the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

VitalChek represents and warrants that it is certified by, and in compliance with, the Visa U.S.A. Cardholder Information Security Program, the Payment Card Industry Data

Security Standard, and with Visa Payment Card Industry PIN Security Requirements. VitalChek has also agreed to comply with all applicable County information technology policies included in Chapter 6 of County's Policy Manual and County's information technology standards published by the County's Chief Information Security Officer.

At no time does VitalChek have access to the official records or to the Department records database. VitalChek will supply the Department with the required request data via an XML data file sent from the VitalCheck database system to Department for orders submitted over the internet. For all orders, whether submitted over the internet, via phone or fax, or in person, Department's staff will have access to the official record to print the request for the customer.

The contract contains all required County contracting terms and conditions with the exception of the provision requiring the contractor to notify the County when 75% of the maximum contract sum has been expended as there is no cost to the County under this contract. The Contract contains County standard provisions regarding Contractor obligations and compliance with all Board of Supervisors and CEO requirements.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval**.** The OCIO determined this recommended action(s) does not include any new technology that requires a CIO Analysis.

CONTRACTING PROCESS

The current contract #17-001 with VitalChek was executed on October 6, 2017 after a Request for Proposals was issued and garnered one bid. On October 4, 2024, the current contract entered its final six-month extension term and will expire on April 5, 2025.

The Department presented its intention to negotiate and enter into a sole source Contract with VitalChek during the July 24, 2024 Operations Cluster Meeting. Furthermore, in accordance with Board Policy 5.100 (Policy), the Department sent the Board notification of intent to enter into sole source negotiations with VitalChek on July 31, 2024, more than eight (8) months prior to the end date of the Contract. The Department reviewed the contract with County vendor Fidelity Information Services, LLC (FIS) and determined that FIS was not able to do required tasks, including electronic authentication or accept and review the sworn statements for vital records and Fictitious Business Statements. Additionally, FIS charges 2% per transaction cost, which add cost to customer request. FIS is only a payment processor and does not have the technology to provide all the additional services i.e identification proofing, affidavit submissions etc. that VitalChek does at no cost. Another vendor, Permitium, did not have all the services that VitalChek had and deposited funds to their clients monthly which would not work for the Department.

The required Sole Source Checklist (Attachment 2) identifies the Department's need for a sole source contract with VitalChek and was approved by the Chief Executive Office (CEO).

CEO has reviewed and approved this Board letter. The CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended Contract as to form. County Counsel has reviewed this Board letter and has approved the attached Contract as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended sole source Contract will allow the Department to continue to provide our customers with payment options and the flexibility to request expedited mail services when ordering copies of vital records and real property records over the internet, fax, or phone. Approval of the recommended contract will also continue the expected level of customer service both online and at the public counter by allowing customers options to pay for their copies of vital records or real property records by using a debit card.

Respectfully submitted,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

PETER LOO
Chief Information Officer

DCL:MB:PS
JS:DL:VW
jw

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



CONTRACT #25-001

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LEXISNEXIS VITALCHEK NETWORK, INC.

FOR

RECORDS PAYMENT AND PROCESSING SYSTEM AND RELATED SERVICES

TABLE OF CONTENTS

PARAGRAPH **PAGE**

RECITALS **1**

1.0 APPLICABLE DOCUMENTS **2**

2.0 DEFINITIONS **3**

2.1 Standard Definitions 3

3.0 WORK **16**

4.0 TERM OF CONTRACT **16**

5.0 CONTRACT FEES AND PAYMENTS **17**

5.10 Written Approval for Reimbursement 19

5.11 Notification of 75% of Total Contract Sum 20

5.12 No Payment for Services Provided Following Expiration-Termination of Contract 20

5.13 Invoices and Payments 20

5.13.6 Intentionally Omitted 21

5.14 Intentionally Omitted 21

5.15 Default Method of Payment: Direct Deposit or Electronic Funds Transfer 21

6.0 ADMINISTRATION OF CONTRACT - COUNTY **21**

6.1 County's Administration 22

6.2 County's Project Director 22

6.3 County's Project Manager 22

6.4 County's Project Monitor 22

6.5 County's Contract Analyst 23

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR **23**

7.1 Contractor's Administration 23

7.2 Contractor's Project Manager 23

7.3 Approval of Contractor's Staff 23

7.4 Contractor's Staff Identification 23

7.5 Background and Security Investigations 23

7.6 Confidentiality 24

8.0 STANDARD TERMS AND CONDITIONS **25**

8.1 Amendments and Change Notices 25

8.2 Assignment and Delegation/Mergers or Acquisitions 26

TABLE OF CONTENTS

PARAGRAPH		PAGE
8.3	Authorization Warranty	27
8.4	Budget Reductions	27
8.5	Complaints	27
8.6	Compliance with Applicable Laws	28
8.7	Compliance with Civil Rights Laws	29
8.8	Compliance with the County's Jury Service Program	29
8.9	Conflict of Interest	31
8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List	31
8.11	Consideration of Hiring GAIN/START Participants	31
8.12	Contractor Responsibility and Debarment	32
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	34
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	35
8.15	County's Quality Assurance Plan	35
8.16	Damage to County Facilities, Buildings or Grounds	35
8.17	Employment Eligibility Verification	36
8.18	Counterparts and Electronic Signatures and Representations	36
8.19	Fair Labor Standards	37
8.20	Force Majeure	37
8.21	Governing Law, Jurisdiction, and Venue	37
8.22	Independent Contractor Status	38
8.23	Indemnification	39
8.24	Intellectual Property Indemnification	39
8.25	General Provisions for all Insurance Coverage	40
8.26	Insurance Coverage	44
8.27	Liquidated Damages	46
8.28	Most Favored Public Entity	47
8.29	Nondiscrimination and Affirmative Action	47
8.30	Non Exclusivity	49

TABLE OF CONTENTS

PARAGRAPH **PAGE**

8.31 Notice of Delays 49
8.32 Notice of Disputes 49
8.33 Dispute Resolution Procedure 49
8.34 Notice to Employees Regarding the Federal Earned Income Credit 51
8.35 Notice to Employees Regarding the Safely Surrendered Baby Law 51
8.36 Notices 52
8.37 Prohibition Against Inducement or Persuasion 52
8.38 Public Records Act 52
8.39 Publicity 53
8.40 Record Retention and Inspection-Audit Settlement 53
8.41 Recycled Bond Paper 54
8.42 Subcontracting 54
contracts@rrcc.lacounty.gov 56
8.43 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program 56
8.44 Termination for Convenience 56
8.45 Termination for Default 57
8.46 Termination for Improper Consideration 58
8.47 Termination for Insolvency 58
8.48 Termination for Non-Adherence of County Lobbyist Ordinance 59
8.49 Termination for Non-Appropriation of Funds 59
8.50 Effect of Termination 59
8.51 Validity 61
8.52 Waiver 61
8.53 Warranty Against Contingent Fees 61
8.54 Warranty of Compliance with County's Defaulted Property Tax Reduction Program 62
8.55 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program 62
8.56 Arm's Length Negotiations 62
8.57 Rights and Remedies 62

TABLE OF CONTENTS

PARAGRAPH **PAGE**

8.58 Time Off for Voting 62
8.59 Compliance with County's Zero Tolerance Policy on Human Trafficking 63
8.60 Intentionally Omitted 63
8.61 Compliance with Fair Chance Employment Hiring Practices 63
8.62 Compliance with the County Policy of Equity 63
8.63 Prohibition from Participation in Future Solicitation(s) 64
8.64 Injury and Illness Prevention Program 64
8.65 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding 64

9.0 UNIQUE TERMS AND CONDITIONS 64

9.1 Intentionally Omitted 64
9.2 Intentionally Omitted 64
9.3 Patent, Copyright and Trade Secret Indemnification 64
9.4 Data Destruction 65
9.5 Intentionally Omitted 66
9.6 Intentionally Omitted 66
9.7 Intentionally Omitted 66
9.8 Intentionally Omitted 66
9.9 Intentionally Omitted 66
9.10 Intentionally Omitted 66
9.11 Intentionally Omitted 66
9.12 Compliance with County's Women in Technology Hiring Initiative 66
9.13 Intentionally Omitted 66
9.14 Warranties 66
9.15 Production Use of the System 67
9.16 System Tests and Acceptance by County 68

10.0 Survival 80

EXHIBITS

A Statement of Work and Attachments

B Pricing Schedule

C Intentionally Omitted

D County's Administration

E Contractor's Administration

F Form(s) Required at the Time of Contract Execution

F1 Contractor Acknowledgement and Confidentiality Agreement

G Safely Surrendered Baby Law

H Intentionally Omitted

I Intentionally Omitted

J Intentionally Omitted

K Information Security and Privacy Requirements

L Deliverable Acceptance Document (DAD)

M Invoice Deficiency Report

N Custom Programming Modification Request Form

O Background Check Attestation Form

P Debarment Certification

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LEXIS NEXIS VITALCHEK NETWORK, INC.
FOR
RECORDS PAYMENT AND PROCESSING SYSTEM
AND RELATED SERVICES

This Contract (“Contract”) made and entered into on Enter Date (“Execution Date”) by and between the County of Los Angeles, hereinafter referred to as “County” and Lexis Nexis VitalChek Network, Inc., hereinafter referred to as “Contractor” is located at _____.

RECITALS

WHEREAS, the County's Department of Registrar-Recorder/County Clerk's ("Department" or "RR/CC") operations require a system that allows for payment processing for vital records, recorded documents, and business filings and registrations using (a) credit cards transactions, in person and over the internet, over the telephone and by mail and facsimile and (b) debit cards in person and over the internet with the ability to verify identify and complete the appropriate affidavits pursuant to the government code to allow for effective and efficiently process services throughout the Bureau.

WHEREAS, the Contractor is a private business specializing in providing such system and services; and

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

1.0 APPLICABLE DOCUMENTS

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

Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule

Exhibit C Intentionally Omitted

Exhibit D County's Administration

Exhibit E Contractor's Administration

Exhibit F Forms Required at the Time of Contract Execution

F1 Contractor Acknowledgement and Confidentiality Agreement

Exhibit G Safely Surrendered Baby Law

Exhibit H Intentionally Omitted

Exhibit I Intentionally Omitted

Exhibit J Intentionally Omitted

Exhibit K Information Security and Privacy Requirements

Exhibit L Deliverable Acceptance Document (DAD)

Exhibit M Invoice Deficiency Report

Exhibit N Custom Programming Modification Request Form

Exhibit O Background Check Attestation Form

Exhibit P Debarment Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 **ACH:** This is the acronym for Automated Clearing House.

2.1.2 **Acceptance:** Shall mean County's written approval of any Tasks, Deliverables, goods, Services or other Work provided by or on behalf of Contractor to County, as indicated by County's Project Director's execution of the applicable Certificate of Completion, except that the phrase "Acceptance of the System" additionally includes the items set forth Paragraph 9.16 (System Tests and Acceptance by County).

2.1.3 **Acceptance Test, Acceptance Tests, or Acceptance Testing:** Shall have the same meaning as set forth in Paragraph 9.16 (Acceptance Tests).

2.1.4 **Adhoc Reports:** Shall mean on demand requests for various System reports, including reports described in the Specifications.

2.1.5 **Advanced Encryption Standard or AES:** Shall mean the new Federal cryptographic algorithm (mathematical formula) standard (as described in FIPS 197) for use by U.S. government organizations to protect sensitive, unclassified information.

2.1.6 **Amendment:** Shall mean a written change to this Contract entered into in accordance with Paragraph 8.1 (Amendments and Change Notices).

2.1.7 **American Express Data Security Operating Policy:** Shall mean American Express requirements which apply to all equipment, systems, and networks on which encryption keys, cardholder data, or sensitive authentication data (or both) are stored, processed, or transmitted.

2.1.8 **Association:** Shall mean any entity formed to administer and promote the use of Cards, including Visa U.S.A. Inc. and MasterCard International, Incorporated.

2.1.9 **Association Rules:** Shall mean the bylaws, rules and regulations of each Association, as they exist from time to time.

2.1.10 **Authorization:** Shall mean, with respect to each Transaction, the approval by or on behalf of the Card Issuer of a Cardholder's use of a Card to pay for all fees applicable to such Transaction, including the Transaction Fee, all Department Fees and all shipping charges permitted under Paragraph 5.8.

2.1.11 **Authorization Server:** Shall mean the Authorization Server meeting the Specifications described in Package 3 of the Statement of Work (SOW).

2.1.12 **Board of Supervisors (Board)**: The Board of Supervisors of the County acting as governing body.

2.1.13 **Budget:** Shall mean the County's fiscal year spending authority as approved by the Board.

2.1.14 **Business Day or Business Days:** Shall (whether capitalized) mean 7:00 a.m. to 6:00 p.m. Pacific Time (PT), Monday through Friday, excluding County holidays.

2.1.13 **CISO:** This is the acronym of County's Chief Information Security Officer.

2.1.14 **CISP:** This is the acronym for the Visa U.S.A. Cardholder Information Security Program.

2.1.15 **Card:** Shall mean the plastic card or other evidence of credit or debit account, as applicable, and corresponding account number, issued by a Card Issuer to a Cardholder, and accepted by Contractor under this Contract for payment of the Department Fees. For purposes of this Contract, credit accounts are at a minimum limited to Visa, MasterCard, and Discover and if applicable include American Express.

2.1.16 **Cardholder:** Shall mean the person or entity issued a Card and a corresponding account number by a Card Issuer and which person or entity is entitled to use the Card. For purposes of this Contract, Cardholders are limited to those Cardholders from time to time using the System (or, in the case of In-Person Transactions and Card Not Present Transactions, those Cardholders for which the Department from time to time uses the System) to pay Department Fees.

2.1.17 **Card Issuer:** Shall mean any financial institution which is a member bank of the Association or its agents, Discover and if applicable American Express. For purposes of this Contract, Card Issuers are limited to those issuing Cards.

2.1.18 **Card Not Present Transaction:** Shall mean, with respect to the Department's use of the System on behalf of a Cardholder to pay one or more Department Fees by Card where the Card is not physically presented to the Department, a collective reference to all steps necessary to obtain Authorization of such payment from the applicable Card Issuer. Other Card Not Present Transactions do not include Online

Transactions. The Work to be provided by or on behalf of Contractor specific to this type of Transaction is described in Package 3 to the Statement of Work (SOW).

2.1.19 **Certificate of Completion:** Shall mean each certificate which, when executed by County's Project Director, indicates County's Acceptance of the Work identified in such certificate.

2.1.20 **Confidential Information:** Shall have the same meaning as set forth in Paragraph 7.5 (Security and Confidentiality).

2.1.21 **Contract**: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.

2.1.22 **Contractor**: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

2.1.23 **Contractor Product:** Shall have the same meaning as set forth in Paragraph 9.22.

2.1.24 **Contractor's Project Director:** Shall have the same meaning as set forth in Paragraph 6.1 (Contractor's Project Director).

2.1.25 **Contractor's Project Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.

2.1.26 **County:** Shall have the same meaning as set forth in the Recitals.

2.1.27 **County Data or Data:** All of the County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract.

2.1.28 **County Indemnitees:** Shall have the same meaning as set forth in Paragraph 8.24 (Intellectual Property Indemnification).

2.1.29 **County Observed Holidays**: Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website https://lacounty.gov/government/about-la-county/about/.

2.1.30 **County Product:** Shall have the same meaning as set forth in Paragraph 9.22.

2.1.31 **County's Contract Analyst**: The person designated by the County to manage and facilitate the administrative functions of the Contract.

2.1.32 **County's Contract Project Monitor:** Shall have the same meaning as set forth in Paragraph 6.3 (County's Contract Project Monitor).

2.1.33 **County's Project Director**: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.1.34 **County's Project Manager**: Person designated by County's Project Director to manage the operations under this Contract.

2.1.35 **County's Project Monitor**: Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.1.36 **Custom Programming Modification Request:** Shall have the same meaning as set forth in Paragraph 9.18 (Maintenance and Support Services; Operations Services).

2.1.37 **Custom Programming Modifications:** Shall have the same meaning as set forth in Paragraph 9.18 (Maintenance and Support Services; Operations Services).

2.1.38 **Data Security Guidelines:** Shall mean (a) all applicable security standards and guidelines that may be published from time to time by the Association, any Card Issuer, any Card processor or any PIN-Based Debit Network, including the CISP and PCI Data Security Standard and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at http://library.municode.com/ca/la_county_-_bos/codes/board_policy and (ii) standards from time to time published by the CISO and provided by County's Project Management to Contractor.

2.1.39 **Day(s)**: Calendar day(s) unless otherwise specified.

2.1.40 **Debarment:** Shall mean the process that precludes an existing contractor and/or proposer from: submitting a response to a County

solicitation, being awarded a contract, and/or performing work on a County contract for a period-of up to three (3) years.

2.1.41 **Deficiency(ies):** Shall mean, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the applicable Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in System or any part thereof, not performing in accordance with the applicable Specifications or other provisions of this Contract, including the SOW, as determined by County's Project Director.

2.1.42 **Deliverable:** Shall mean, with respect to each Package, the completed Tasks and/or other Work under this Contract for the type of Transaction described in such Package, including those numbered Deliverables identified in each such Package.

2.1.43 **Department:** The County of Los Angeles Department of Registrar-Recorder/County Clerk which is entering into this Contract on behalf of the County of Los Angeles.

2.1.44 **Department Fees:** Shall mean (a) fees for obtaining one or more certified copies of one or more Vital Records or Real Property Records and (b) Other Department Fees. A list of the Department Fees is set forth on Exhibit C (Department Fees), as updated from time to time under Paragraph 8.1 (Amendments and Change Notices).

2.1.45 **Department Head:** Director of the Department of Registrar-Recorder/County Clerk.

2.1.46 **Discover Network Information and Security Compliance or DISC**: Shall mean the implementation and maintenance of efficient data security requirements and procedures for its constituents and promote the adoption of secure transaction processing of cardholder data on the Discover network.

2.1.47 **Dispute Resolution Procedures:** Shall have the same meaning as set forth in Paragraph 8.33 (Dispute Resolution Procedure).

2.1.48 **Documentation:** Shall mean, with respect to each Package, any and all written materials, including user manuals, operating manuals, quick reference guides, training materials, and all other user instructions

regarding the capabilities, operations, installation for and support of the System for such Package, including this Contract.

2.1.49 **Effective Date:** Shall mean the date identified in the Preamble to this Contract, which is the date as of which this Contract has been executed by an authorized representative of the Contractor and has been approved by the Board.

2.1.50 **Europay, MasterCard, and Visa or EMV:** Shall mean the three companies that originally created the technical standard for smart payment cards, payment terminals, and automated teller machines that accept them. The standard is now managed by EMVCo (consortium made up of Visa, Mastercard, JCB, American Express, China UnionPay, and Discover).

2.1.51 **End User:** Shall mean technical and operational staff of the Department.

2.1.52 **Federal:** Shall mean the United States federal government.

2.1.53 **Federal Funds Rate:** Shall mean the rate at which private depository institutions lend balances at the Federal Reserve to other depository institutions. The applicable Federal Funds Rate will be obtained from County's Treasurer and Tax Collector.

2.1.54 **Federal Information Processing Standards or FIPS:** Shall mean publicly issued standards and guidelines published by the National Institute of Standards and Technology (NIST) and the Federal Government for use in computer systems by non-military agencies and government contractors. NIST develops FIPS when there are compelling Federal government requirements (such as security and interoperability) and there are no acceptable industry standards or solutions.

2.1.55 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.1.56 **Information Security Incident:** Shall mean any breach or other incident which could reasonably compromise the confidentiality, integrity, or availability of any data or other information relating to Cardholders.

2.1.57 **In-Person Transaction:** Shall mean, with respect to the Department's use of the System on behalf of a Cardholder to pay one or more Department Fees by Card where the Card is physically presented to the Department, a collective reference to all steps necessary to obtain Authorization of such payment from the applicable Card Issuer. The

Work to be provided by or on behalf of Contractor specific to this type of Transaction is described in Package 2 to the Statement of Work (SOW).

2.1.58 **Interface(s):** Shall mean, with respect to each Package, any software supplied by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Package, which allows the transfer of electronic data and/or software commands between computer systems, applications, or modules, together with all Source Code, object code and Documentation. Interfaces include, with respect to each Package, the interfaces described in such Package. References to the Interfaces may include one or more Interfaces in the System or all Interfaces in the System.

2.1.59 **Joint Enterprise Development Interface or JEDI:** Shall mean a collection of applications used by the RRCC. The Point-of-Sale applications and Vital Records applications are all written using the JEDI framework for processing vital records requests and payments for those requests.

2.1.60 **License:** Shall have the same meaning as set forth in Paragraph 9.19 (License).

2.1.61 **Maintenance and Support Services:** Shall have the same meaning as set forth in Paragraph 9.18 (Maintenance and Support Services; Operations Services).

2.1.62 **MasterCard Site Data Protection Program:** Shall mean the data security and compliance validation requirements necessary to protect stored and transmitted MasterCard payment account data.

2.1.63 **National Institute of Standards and Technology or NIST:** Shall mean a non-regulatory federal agency within the US Department of Commerce that works with industry to develop and apply technology, measurements, and standards and promotes US innovation and industrial competitiveness.

2.1.64 **Non-Responsibility:** Shall mean a finding by the County that a proposer is incapable of performing as a responsible County contractor, based on past performance history or other relevant documentation.

2.1.65 **Online Transaction:** Shall mean, with respect to a Cardholder's use of the System over the Internet to pay one or more Department Fees by Card, a collective reference to all steps necessary to obtain Authorization of such payment from the applicable Card Issuer. The Work to be

provided by or on behalf of Contractor specific to this type of Transaction is described in Package 1 to the Statement of Work (SOW).

2.1.66 **Operations Services:** Shall have the same meaning as set forth in Paragraph 9.18 (Maintenance and Support Services; Operations Services).

2.1.67 **Other Professional Services:** Shall have the same meaning as set forth in Paragraph 9.18 (Maintenance and Support Services; Operations Services).

2.1.68 **Other Department Fees:** Shall mean the filing fees, search fees, certification fees, and other fees for filings, searches, certifications, and other services performed by the Department, but excluding fees for obtaining certified copies of Vital Records and Real Property Records. A list of the Other Department Fees is set forth on Exhibit C (Department Fees), as updated from time to time under Paragraph 8.1 (Amendments and Change Notices).

2.1.69 **Package(s):** Shall mean Package 1 and/or Package 2 and/or Package 3, separate or together with all appendices, attachments and schedules thereto, attached to the Statement(s) of Work, which describes all of the Work to be provided by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Package(s).

2.1.70 **PCI:** This is the acronym for Payment Card Industry.

2.1.71 **Payment Card Industry Data Security Standards or PCI-DSS:** Shall mean the operational and technical requirements for organizations accepting or processing payment transactions, and for software developers and manufacturers of applications and devices used in those transactions.

2.1.72 **Party or Parties:** Shall have the same meaning as set forth in the Recitals.

2.1.73 **Personally Identifiable Information (PII):** Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal

information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.).

2.1.74 **PIN-Based Debit Network:** Shall mean a national or regional on-line debit card network. Each network operates under its own set of operating rules and regulations.

2.1.75 **Production Use:** Shall mean, with respect to each Package, the use of System in the production environment to perform County's business operations. For the avoidance of doubt, County's production environment includes use of applicable portions of the System by Cardholders in accordance with this Contract.

2.1.76 **Professional Services:** Shall mean Services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon County's request.

2.1.77 **Real Property Records:** Shall mean real estate documents recorded and maintained by the Department. A list of categories of Real Property Records is set forth on Exhibit C (Department Fees), as updated from time to time under Paragraph 8.1 (Amendments and Change Notices).

2.1.78 **Responsible:** Shall mean a proposer that has conducted themselves in an acceptable manner as determined by the Board of Supervisors (see County Code 2.202.030) and has the financial and managerial ability to perform the required work.

2.1.79 **SOP:** Shall mean the data security and compliance validation requirements necessary to protect stored and transmitted MasterCard payment account data.

2.1.80 **Secure File Transfer Protocol or SFTP:** Shall mean a cryptographic computing network protocol for accessing and managing files on remote file systems. SFTP allows encrypted file transfers (both commands and data) between hosts. Also known as SSH File Transfer Protocol (SSH2).

2.1.81 **Secure Sockets Layer or SSL:** Shall mean a protocol used in network communications that provides application- independent secure communications over the Internet. The SSL protocol is commonly employed on the Web with the Hypertext Transfer Protocol {HTTP) for e-commerce transactions and uses cryptography to provide message privacy, message integrity, and client-server authentication.

2.1.82 **Services:** Shall mean, with respect to each Package, any development, installation, configuration, implementation, Operations Services, Maintenance and Support Services, and other services performed by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Package.

2.1.83 **Source Code:** Shall mean computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation.

2.1.84 **Specifications:** Shall mean, with respect to each Package, all functional, operational, technical and/or business specifications, requirements, features, standards and Deliverables for the System, all as set forth in the Documentation and/or this Contract for such Package, including the County's RFP, the Contractor's Proposal, the SOW and/or any Custom Programming Modification Request.

2.1.85 **State:** Shall mean the State of California.

2.1.86 **Statement of Work**: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.

2.1.87 **Subcontract**: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.88 **Subcontractor**: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

2.1.89 **System:** Shall mean, with respect to each Package, the System Software, System Hardware and Services for such Package. References to the System may include one or more components or modules thereof or the System as a whole.

2.1.90 **System Hardware:** Shall mean, with respect to each Package, all hardware supplied by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Package, including, as applicable, the Workstations, the Terminals, the Authorization Server, and the other hardware described in such Package. References to the System Hardware may include one or more components or modules thereof or all System Hardware in the System.

2.1.91 **System Software:** Shall mean, with respect to each Package, all computer programs conceived, created, developed or otherwise supplied by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Package, together with all Source Code, object code and Documentation. System Software includes, with respect to each Package, the programs described in such Package, and the Interfaces, the Updates, and the Custom Programming Modifications for such Package. References to the System Software may include one or more components or modules thereof or all System Software in the System.

2.1.92 **Task:** Shall mean, with respect to each Package, one or more major areas of Work to be performed under this Contract for the type of Transaction described in such Package, including those areas identified as a numbered Task or Subtask in each such Package, and all subtasks thereunder.

2.1.93 **Term:** Shall have the same meaning as set forth in Paragraph 4.0 (Term of Contract).

2.1.94 **Terminal:** Shall mean the equipment including separate keypad used to read Cards, transmit all information necessary to fully process Card Present Transactions and print Transaction receipts, and meeting the other Specifications described in Package 2 to the Statement of Work (SOW).

2.1.95 **Third Party Software:** Shall have the mean as set forth in Paragraph 9.21 (Third Party Software).

2.1.96 **Training Needs Assessment:** Shall mean the contractor identifies training requirements to support the Department's End User roles and responsibilities.

2.1.97 **Transaction:** Shall mean an Online Transaction, a Card Present Transaction, or an Other Card Not Present Transaction, as the case may be. "Transactions" refers to more than one Online Transaction, Card Not Present Transaction, and/or Other Card Not Present Transaction.

2.1.98 **Transaction Fee:** Shall have the same meaning as set forth in Paragraph 5.1.

2.1.99 **Triple Data Encryption Standard or Triple-DES:** Shall mean a legacy protocol that has been replaced by AES, Triple-DES is an implementation of the Data Encryption Standard (DES) algorithm that uses three passes

instead of one as used in ordinary DES applications. Triple DES provides a much stronger encryption than ordinary DES but is less secure than AES.

2.1.100 **Update(s):** Shall have the same meaning as set forth in Paragraph 9.18 (Maintenance and Support Services; Operations Services).

2.1.101 **User(s):** Shall mean any person or entity authorized by the Department to access or use any portion of the System Software.

2.1.102 **Vital Records:** Shall mean records of birth, death and marriage recorded and maintained by the Department. A list of categories of Vital Records is set forth on Exhibit C (Department Fees), as updated from time to time under Paragraph 8.1 (Amendments and Change Notices).

2.1.103 **Work:** Shall mean, with respect to each Package, any and all Tasks, Deliverables, goods, Services and other work performed by or on behalf of Contractor (including by Subcontractors, if any) pursuant to this Contract for the type of Transaction described in such Package. Without limiting the foregoing, Work includes, with respect to each Package, provision of the System, including all System Software, System Hardware, and Services, and all equipment, labor, and other supplies required to perform the Services. Additionally, without limiting the foregoing, Work includes, with respect to each Package, provision of all packing materials for expedited shipping, but does not include paper, which shall be provided by the Department.

2.1.104 **Work Product:** Shall mean all Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced by Contractor under this Contract. However, Work Product does not include (a) any intellectual property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, which may constitute or be contained in Work Product that was developed by Contractor prior to performance or independent of this Contract ("Background Intellectual Property") or (b) the System Software or any modifications thereto made by Contractor.

2.1.105 **Workstation:** Shall mean, with respect to each Package, a personal computer (including monitor, central processing unit, operating software, application software, keyboard and printer) meeting at least the Specifications in such Package.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein and in the SOW.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The base term of this Contract will be five (5) years commencing after approval by the County's Board and subsequent execution of the Contract by all Parties, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of seven (7) years and six (6) months, upon sixty (60) days' prior written notice to Contractor of County's election to exercise its right to extend the Contract. Each such extension option may be exercised at the sole discretion of the Department Head or designee as authorized by the Board.

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written [hard copy or electronic] notification to Department at the address(es) herein provided in Exhibit D (County's Administration).

5.0 CONTRACT FEES AND PAYMENTS

5.1 For each Transaction processed by or on behalf of Contractor under this Contract, the Contractor shall charge the Cardholder the applicable flat-rate fee set forth on Exhibit B (Pricing Schedule) (each a "Transaction Fee"). Other than Department Fees and shipping charges permitted under Paragraph 5.8, the applicable Transaction Fee is the maximum amount chargeable by Contractor to each Cardholder for processing such Cardholder's Transaction. Other than shipping charges permitted under Paragraph 5.8, each Transaction Fee includes (a) all Contractor costs associated with providing all Work under this Contract for the applicable type of Transaction, including the System Software, System Hardware and Services for such type of Transaction, and all other equipment, labor, and other supplies (including packing materials for expedited shipping, but excluding paper), required to perform the Services for such type of Transaction, and (b) all sales and other taxes applicable to such type of Transaction. No other amount shall be due and payable by the County (or any Cardholder) to the Contractor for providing Work under this Contract.

5.2 Contractor is responsible for obtaining Authorization for all Transactions and for collecting all fees connected with the Services, including Transaction Fees, Department Fees, and shipping charges permitted under Paragraph 5.8. Contractor shall abide by all applicable Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and PIN-Based Network rules and regulations when obtaining Authorizations and collecting all fees. Contractor assumes all risk of monetary loss for any failure to obtain any of the aforementioned Authorizations, any failure to collect any of the aforementioned fees, any chargebacks and/or any other Card adjustments. County shall not be responsible or suffer any monetary loss for any failure to obtain any of the aforementioned Authorizations, any failure to collect any of the aforementioned fees, any chargebacks and/or any other Card adjustments.

5.3 Contractor shall remit by ACH transfer in immediately available funds to such bank account(s) as designated by County, all Department Fees for each Transaction by 4:00 p.m. PT on the next Business Day (excluding weekends and County holidays, for which reimbursement of Department Fees shall be made by 4:00 p.m. PT the following Business Day) following the Day on which the Contractor is permitted to charge the Card for such Transaction in accordance with the applicable Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and PIN-Based Network rules and regulations, regardless if funds have been collected/secured by or on behalf of the Contractor. On each such Business Day, Contractor shall issue a separate ACH transfer for each service area as identified by County, such separate ACH transfer to include all Department Fees required for such service area under this Paragraph 5.3.

5.4 In the event Contractor fails to remit any Department Fees due on any Business Day in accordance with the terms set forth herein, Contractor shall be charged and liable to the County for interest on such Department Fees at the Federal Funds Rate per Day prorated based upon a 360 Day year for each Day (or portion thereof) delay in County receiving said remittance. The interest charges provided herein may be waived whenever the Registrar-Recorder/County Clerk finds, in such person's sole discretion, that late remittances were excusable by under Paragraph 8.20 (Force Majeure). Such interest shall be due and payable upon Contractor's receipt of written notice of the delayed remittance.

5.5 Except as otherwise provided in this Section 5.5 and Section 5.8 below, the Transaction Fees are not subject to increase during the Initial Term, except as expressly described in Paragraph 5.6. Ninety (90) days prior to each anniversary of the Effective Date, the Contractor may submit a written request to the Registrar-Recorder/County Clerk for an increase in each Transaction Fee based upon a commensurate (and demonstrable) increase in applicable Card discount rates or other expenses of the Contractor which are permitted to be factored into such Transaction Fee under the terms of this Contract, as identified in Exhibit B (Pricing Schedule) of the Contract. Each written request must include detailed supporting documentation for the increase included in such request. Provided that the Registrar Recorder/County Clerk is reasonably satisfied with the supporting documentation for the increase, the Registrar-Recorder/County Clerk shall authorize such increase, subject in all respects to execution of an Amendment in accordance with Paragraph 8.1 (Amendments and Change Notices). If authorized, each increase shall remain effective for the subsequent annual period of the Term commencing on the applicable anniversary of the Effective Date. For each Transaction Fee, the cumulative increase granted under this Paragraph 5.5 shall not exceed $2.00.

5.6 Notwithstanding the foregoing, on a semi-annual basis during the Term, the Contractor shall submit detailed documentation to the Registrar-Recorder/County Clerk supporting the then-current Transaction Fees, including a list of all of the applicable Card discount rates and other expenses of the Contractor which are permitted to be factored into the Transaction Fees under the terms of this Contract, as identified in Exhibit B (Pricing Schedule) of the Contract, as well as a comparison of Contractor's budgeted loss during the period for improper/illegal use of Cards to Contractor's actual loss. If at any time the Registrar-Recorder/County Clerk reasonably determines that a then-current Transaction Fee is not supported by the applicable detailed documentation, the Contractor shall accordingly reduce such Transaction Fee. If a Transaction Fee is reduced under this Paragraph 5.3 during the Initial Term, the Contractor may obtain an increase in such Transaction Fee up to the Transaction Fee in effect as of the Effective Date if, with respect to any semi-annual period during the Initial Term, the Contractor can demonstrate, to the reasonable satisfaction of the Registrar Recorder/ County Clerk with approval from County Counsel, a commensurate increase in the applicable Card discount

rates and/or other expenses of the Contractor which are permitted to be factored into such Transaction Fee under the terms of this Contract, as identified in Exhibit B (Pricing Schedule) of this Contract, or in the actual loss for improper/illegal use of Cards.

5.7 The amounts set forth on Exhibit B (Pricing Schedule) of this Contract includes all amounts necessary for all applicable California and other state and local taxes for the System and other Work performed by Contractor. County shall not be liable or responsible for reimbursement of any such taxes. Contractor will be solely liable and responsible for, and shall pay such tax directly to the State or other taxing authority.

5.8 For each Transaction, the Contractor may charge shipping charges to each Cardholder electing an expedited shipping option. Contractor shall not charge each such Cardholder shipping charges greater than the then current prices offered by the applicable shipping carrier to the general public for the expedited shipping option. County shall not be liable or responsible for reimbursement of any shipping charges. Contractor shall be solely liable and responsible for all such shipping charges, and shall pay such shipping charges directly to the carrier applicable. For clarity, Contractor is permitted to increase shipping charges assessable to a Cardholder any time the relevant shipping carrier increases its charges.

5.9 Notwithstanding anything to the contrary in this Contract, Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Work provided by Contractor after expiration or termination of this Contract. Further, Contractor shall not be entitled to charge or collect from Cardholders, Transaction Fees or for any other payment of any money or reimbursement, of any kind whatsoever, for any Work provided by Contractor after expiration or termination of this Contract, except for Transactions processed prior to the termination or expiration of this Contract if the Transaction Fees are charged following such termination or expiration date.

5.10 Written Approval for Reimbursement

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

5.11 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written [hard copy or electronic] notification to Department at the address(es) herein provided in Exhibit D (County's Administration).

5.12 No Payment for Services Provided Following Expiration-Termination of Contract

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

5.13 Invoices and Payments

5.13.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.13.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.13.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.13.4 All invoices under this Contract must be submitted in two (2) copies to the following address:

Department of Registrar-Recorder/County Clerk
Financial Services Section
accountspayable@rrcc.lacounty.gov

5.13.5 County Approval of Invoices

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

5.13.6 Intentionally Omitted

5.14 Intentionally Omitted

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

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

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

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

5.15.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge if and when providing Services at County facilities.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning

and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 These terms will also apply to subcontractors of County contractors.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5.5 Contractor shall sign, attest, and adhere to Exhibit O (Background Check Attestation Form).

7.6 Confidentiality

7.6.1 Contractor must 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, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related

to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Department Head or designee with written approval by County Counsel.

8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Department Head or designee with written approval by County Counsel.

8.1.3 The Department Head or designee, may at their sole discretion, authorize extensions of the Contract term as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of the Contract term will 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 must be prepared and executed by the Contractor and by the Department Head or designee with written approval by County Counsel.

8.1.4 For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Agreement, a written change order ("Change Notice") may be prepared and executed by the Department Head or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

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

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

8.5 Complaints

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

8.5.1 Complaint Procedures

- Within thirty (30) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.

- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.

- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.

- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.

- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

- Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

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

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

8.7 Compliance with Civil Rights Laws

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

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

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

8.8.2 **Written Employee Jury Service Policy**

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

- For purposes of this paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

- Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must promptly, without undue delay, make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with

job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

Contractor must certify that they are not suspended, excluded or debarred (Debarment Certification, Exhibit P) from the list Federal Suspended and Debarred Vendors (https://sam.gov/content/home) or the State of California Debarred Vendor (https://www.dir.ca.gov/dlse/debar.html). County reserves the right to monitor federal, state, or local level databases at any time during the Contract to ensure Contractor is deemed responsible.

If Contractor is found to be suspended, excluded or debarred, it may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 **Non-responsible Contractor**

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

8.12.4 **Contractor Hearing Board**

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

- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that

the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

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

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

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

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

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

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier. For avoidance of doubt, force majeure events shall not include (a) financial distress or the inability to make a profit or avoid a financial loss; (b) changes in market prices or conditions; (c) financial inability to perform its obligations; or (d) the Coronavirus COVID-19 pandemic.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

Each Party agrees, therefore, that, in addition to any other remedy it may have, a Party shall be entitled to seek injunctive relief (including temporary restraining orders, preliminary or permanent injunctions), specific performance of these Terms by the other Party and/or any other equitable remedies, without the necessity of proving actual damages or the posting of a bond or other security.

8.22 Independent Contractor Status

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

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

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

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

8.23 Indemnification

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

8.24 Intellectual Property Indemnification

8.24.1 The Contractor shall indemnify, hold harmless and defend County, its Special Districts, elected and appointed officers, employees and other agents (collectively, "County Indemnitees") 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, copyright or other proprietary right, or any actual or alleged unauthorized trade secret disclosure (collectively in this Section 8.24), arising from or related to the operation and utilization of all or any portion of the System or other Work under this Contract. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.24 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Contract, County shall be entitled to reimbursement for all such costs and expenses.

County shall inform the Contractor as soon as reasonably practicable of any Infringement Claim. Upon such notice by County, Contractor shall, in its reasonable judgment, and at no cost to County, as remedial measures, either (a) procure the right, by license or otherwise, for County to continue to use the System or any infringing component thereof to the same extent of County's License under this Contract, or (b) to the extent procuring such right to use the System is not commercially practicable, replace or modify the System or any infringing component thereof with another system or component in such a way that the resulting system and each and every one of its components shall have the quality and performance capabilities, at a minimum, equivalent to the quality and performance capabilities of the System and all of the component thereof, until it is determined by County that the System with all of its component has become non-infringing, non-misappropriating, and non-disclosing.

8.25 General Provisions for all Insurance Coverage

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

8.25.2 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or

insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements must be sent to:

  County of Los Angeles
  Department of Registrar-Recorder/County Clerk
  Contracts and Grants Section
  contracts@rrcc.lacounty.gov

- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.25.3 **Additional Insured Status and Scope of Coverage**

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

8.25.4 **Cancellation of or Changes in Insurance**

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written

notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.25.5 **Failure to Maintain Insurance**

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

8.25.6 **Insurer Financial Ratings**

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

8.25.7 **Contractor’s Insurance Must Be Primary**

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

8.25.8 **Waivers of Subrogation**

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

8.25.9 **Subcontractor Insurance Coverage Requirements**

Contractor must include all subcontractors as insureds under Contractor’s own policies or must provide County with each subcontractor’s separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each

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

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

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

8.25.11 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.25.12 **Application of Excess Liability Coverage**

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

8.25.13 **Separation of Insureds**

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

8.25.14 **Alternative Risk Financing Programs**

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

8.25.15 **County Review and Approval of Insurance Requirements**

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

8.26 Insurance Coverage

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

General Aggregate:	$10 million
Products/Completed Operations Aggregate:	$10 million
Personal and Advertising Injury:	$10 million
Each Occurrence:	$10 million

8.26.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $5 million dollars for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.26.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million dollars per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26.4 **Unique Insurance Coverage**

- **Intentionally Omitted**

- **Professional Liability-Errors and Omissions**

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

- **Intentionally Omitted**

- **Crime Coverage**

  A Fidelity Bond or Crime Insurance policy with limits of not less than $10 million per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

- **Technology Errors & Omissions Insurance**

  Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of 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 $15 million (per current contract).

- **Cyber Liability Insurance**

  The Contractor must secure and maintain cyber liability insurance coverage with limits of not less than $10 million per occurrence and

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

- **Intentionally Omitted**

8.27 Liquidated Damages

8.27.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.27.2 If the Department Head, or designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a

deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, or as specified in Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary (PRS)) Chart hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.27.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

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

8.28 Most Favored Public Entity

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

8.29 Nondiscrimination and Affirmative Action

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

8.29.2 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

8.29.4 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.

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

8.29.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.29 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.29.7 If the County finds that any provisions of this Paragraph 8.29 (Nondiscrimination and Affirmative Action) have been violated, such

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

8.29.8 The parties agree that in the event the Contractor violates any of the anti- discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of 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.

8.30 Non Exclusivity

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

8.31 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager and County's Project Director are not able to resolve the dispute, the Department Head or designee will resolve it.

8.33 Dispute Resolution Procedure

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Contract. All such disputes shall be subject to the provisions of this Paragraph 8.33 (such provisions are collectively referred to

as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance that County, in its discretion, determines should be delayed as a result of such dispute.

(a) If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, excluding additional costs incurred by County for disputes resulting from County's delay or failure in the undertaking of its performance of its obligations hereunder or the SOW, or which are caused by County's employees, contractors, agents and representatives ("Excluded Delays and Costs") Except for Excluded Costs, Contractor shall promptly reimburse County for such County costs, as determined by County.

(b) Subject to the Excluded Delays and Costs, if County fails to continue without delay to perform its responsibilities under the Contract which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

In the event of any dispute between the parties with respect to the Contract, Contractor and County shall submit the matter as follows:

(a) Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

(b) If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

(c) If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's [insert responsible officer of Contractor] and the Chief Deputy to the RR/CC.

(d) If the Chief Deputy to the RR/CC and Contractor's Project Manager are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's Project Director and the RR/CC. These persons shall have five (5) Business Days to attempt to resolve the dispute.

(e) In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Contract and its rights and remedies as provided by law.

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Paragraph, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

Notwithstanding any other provision of the Contract, the parties' respective rights to terminate the Contract pursuant to Paragraph 8.42 (Termination for Convenience), Paragraph 8.43 (Termination for Default), Paragraph 8.44 (Termination for Improper Consideration), or Paragraph 8.45 (Termination for Insolvency), of this Contract, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims at any time, including after any such termination or such injunctive relief has been obtained.

8.34 Notice to Employees Regarding the Federal Earned Income Credit

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

8.35 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is

available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.36 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be either hand delivered with signed receipt, mailed by first class registered or certified mail, postage prepaid, or sent via electronic mail addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Department Head or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.37 Prohibition Against Inducement or Persuasion

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

8.38 Public Records Act

8.38.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.40 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.38.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend

and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.39 Publicity

8.39.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as expressly necessary to Contractor's employees and contractors that are involved in Contractor's provision and fulfillment of Contractor obligations hereunder and the services under the Statement of Work, or as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.

8.39.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.39 (Publicity) will apply.

8.40 Record Retention and Inspection-Audit Settlement

8.40.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, under confidentiality obligations to the County, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information related to the Services being provided under the relevant Statement of

Work, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time

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

8.40.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.40.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.41 Recycled Bond Paper

Consistent with the Board 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.

8.42 Subcontracting

8.42.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt

by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.42.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

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

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

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

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

8.42.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

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

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

Department of Registrar-Recorder/County Clerk
Contracts and Grants Section
contracts@rrcc.lacounty.gov

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.43 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.45 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.44 Termination for Convenience

8.44.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than thirty (30) days after the notice is sent.

8.44.2 After receipt of a notice of termination in accordance with the above-stated notice periods, and except as otherwise directed by the County, the Contractor must:

- Stop work under this Contract on the termination date and to the extent specified in such notice, and

- Complete performance of such part of the work as would not have been terminated by such notice.

8.44.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.40 (Record Retention and Inspection-Audit Settlement).

8.45 Termination for Default

8.45.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.45.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.45.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance

schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.45.4 If, after the County has given notice of termination under the provisions of Paragraph 8.45 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.45 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.44 (Termination for Convenience).

8.45.5 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Improper Consideration

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

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

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

8.47 Termination for Insolvency

8.47.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will 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;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.47.2 The rights and remedies of the County provided in this Paragraph 8.47 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.49 Termination for Non-Appropriation of Funds

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

8.50 Effect of Termination

8.52.1 In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing: (a) Contractor

shall continue the performance of this Contract to the extent not terminated. (b) Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all completed Services and Services in progress, in a media reasonably requested by County. (c) County will pay to Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate). (d) Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid fees if applicable. (e) Contractor shall promptly return to County any and all of the County's Confidential Information that relates to the portion of the Contract or Services terminated by County, including all County Data, in a media reasonably requested by County.

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

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

8.52.4 For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("Transition Period"), Contractor shall assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in an Amendment. In addition, upon the expiration or termination of this Contract, County may require Contractor to provide services in the form of optional work to assist County to transition System operations from Contractor to County or County's designated third party ("Transition Services"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by Contractor, Contractor shall perform Transition Services at no cost to County. Contractor shall

provide County with all of the Transition Services as provided in this Subparagraph 8.52.4. The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by County, other than a failure by County to timely pay the amounts due and payable hereunder.

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

8.51 Validity

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

8.52 Waiver

No waiver by a party of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of a party to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.52 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.53 Warranty Against Contingent Fees

8.53.1 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.

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.54 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.56 Arm's Length Negotiations

This Contract is the product of an 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. Accordingly, this Contract is to be interpreted fairly as between the Parties, and not strictly construed as against either Party as drafter or creator.

8.57 Rights and Remedies

The rights and remedies of County provided in any given Paragraph as well as throughout the Contract, are nonexclusive and cumulative with any and all other rights and remedies under this Contract, at law, or in equity.

8.58 Time Off for Voting

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted

conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.60 Intentionally Omitted

8.61 Compliance with Fair Chance Employment Hiring Practices

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

8.62 Compliance with the County Policy of Equity

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

8.63 Prohibition from Participation in Future Solicitation(s)

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

8.64 Injury and Illness Prevention Program

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

8.65 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the

Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

9.3.2 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 County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 Data Destruction

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

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

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

and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Compliance with County's Women in Technology Hiring Initiative

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

9.13 Intentionally Omitted

9.14 Warranties

9.14.1 Contractor hereby represents and warrants to County that the System Software, as applicable, shall perform in accordance with the Specifications set forth in the SOW, this Contract, and any related documentation, including any exhibits and amendments thereto, commencing the Effective Date until the expiration date of this Contract, including any Extension period thereafter.

9.14.2 Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by this Contract to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use Software without interruption of the System use, subject only to County's

obligation to make the required payments and compliance with the terms of any applicable license Contract, (d) this Contract and any applicable Software, licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the Term, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System, and any part thereof in accordance with this Contract, and (f) neither the performance if this Contract by Contractor, nor the license to, and use by, County and use of the System in accordance with this Contract will in any way violate any non-disclosure Contract, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

9.14.3 All Tasks, Subtasks, Deliverables, goods and services, and other Work shall be performed in accordance with the timelines and specifications of the Statement of Work and by experienced, qualified and, if appropriate, licensed or certified personnel.

9.14.4 Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including, but not limited to, Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions and requirements) as set forth in the SOW.

9.14.5 Contractor shall supply sufficient staff to discharge its responsibilities here under as necessary to comply with the timelines and specifications under the SOW.

9.15 Production Use of the System

With respect to each Package, following System installation by Contractor and prior to Acceptance of the System by County, County shall have the right to use System for such Package in Production Use where County determines it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Contract and shall not be deemed to be County's Acceptance of the System for such Package.

9.16 System Tests and Acceptance by County

9.16.1 General

With respect to each Package, Contractor shall achieve Acceptance of the System for such Package when (a) Contractor has fully completed and delivered to County all applicable Deliverable(s), including Deliverables associated with the Acceptance Tests, (b) County has Accepted all such Deliverables, (c) the System has operated thereafter in Production Use in accordance with the Specifications and otherwise with this Contract for ten (10) consecutive Days with no Deficiencies, as determined in the sole judgment of County's Project Director (d) Contractor has fully completed and delivered to County all other requirements of Deliverables of such Package, and (e) County's Project Director has accepted Deliverables of such Package.

9.16.2 Acceptance Tests

With respect to each Package, County may conduct any and all tests, at County's sole discretion, to establish System functionality and reliability and verify that the System operates in accordance with the Specifications and otherwise with this Contract, with the assistance of Contractor. Such tests will be set out in connection with Deliverables of each Package. Such tests (with respect to each Package, collectively "Acceptance Tests") will include, but is not limited to, the following:

9.16.2.1 With respect to each Package, Initial System component test to determine whether each System component for such Package has been properly installed and is working in accordance with all applicable Specifications and otherwise with this Contract;

9.16.2.2 With respect to each Package, Integrated System component test to determine whether each System component for such Package interfaces and integrates with other System components for such Package already installed and whether each such System component can be used in the approved operating configuration and operates in accordance with all applicable Specifications and otherwise with this Contract; and

9.16.2.3 With respect to each Package, Final System Test to ensure that all System components for such Package and of all previous updates and modifications interface and integrate with System and each other in the approved operating

configuration and operate in accordance with all applicable Specifications and otherwise with this Contract.

9.16.3 Failed Acceptance Testing

With respect to each Package, if County's Project Director makes a good faith determination that a System component has not successfully completed an Acceptance Test, County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Contractor shall notify County's Project Director when such corrections, repairs and modifications have been completed, and the Acceptance Tests shall begin again. If, after the applicable Acceptance Test has been completed for a second time, County's Project Director makes a good faith determination that the System component or System again fails to pass the applicable Acceptance Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall to complete, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Such procedure shall continue until such time as County's Project Director notifies Contractor in writing either: (a) of the successful completion of such Acceptance Test or (b) that County has concluded in its sole judgment that satisfactory progress toward such successful completion is not being made, in which latter event County shall have the right, in County's sole judgment, to terminate this Contract in accordance with Paragraph 8.45 (Termination for Default), as a non-curable default with respect to (i) one or more System components, or (ii) if County believes the failure to pass the applicable Acceptance Test materially affects the function or desirability to County of the System as a whole, the entire Contract, in each case, without any further obligation owning to Contractor whatsoever.

9.17 Deficiencies

9.17.1 Deficiencies

As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the

design, development, or implementation of Work; any error or omission, or deviation from the Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in the System not performing in accordance with the provisions of this Contract, including the SOW, as determined by County's Project Director in his reasonable judgment.

County shall also be entitled to the correction of Deficiencies which do not affect the performance of the System, or are not material ("Minor Imperfection"), provided, however, that the failure by Contractor to remedy such Minor Imperfection, so long as Contractor diligently continues to attempt to remedy such Minor Imperfection, shall not be deemed a breach of this Contract unless the cumulative effect of such Minor Imperfections is material to the performance of the System.

9.17.2 Corrective Measures

County's Project Director shall notify Contractor in writing, or if not practicable, orally (with written notice to follow within three [3] Days) to either Contractor's Project Director or Project Manager, of any Deficiency. Upon a notice from County or Contractor's discovery of a Deficiency, Contractor shall promptly commence corrective measures to remedy such Deficiency in accordance with the provisions of this Contract including the SOW. Contractor shall diligently continue to remedy such Deficiency, including Minor Imperfections to its utmost capabilities. Contractor acknowledges that it may be required to repair, replace or reinstall all or any part of the System that is defective, including Software, or other material, or create an Update, in order to remedy any Deficiency.

9.17.3 Approval

No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County's Project Director, which approval shall not be unreasonably withheld.

9.18 Maintenance and Support Services and Operations Services

9.18.1 Maintenance and Support Services

Without limiting Paragraph 3.0 (Work), with respect to each Package, commencing upon the date on which Contractor achieves Acceptance of the System for such Package, Contractor shall provide support and maintenance services for the System of such Package (with respect to each Package, collectively "Maintenance and Support Services") during the Term at no additional cost to the County. Without limiting the foregoing, Maintenance and Support Services shall include, with respect to each Package, the provision of (a) all goods and/or Services necessary to correct any and all Deficiencies that occur during the Term of this Contract, including reprogramming System Software, repairing or replacing System Hardware and re-performing Services, (b) County-authorized upgrades, updates, enhancements, revisions, improvements, bug fixes, patches, and modifications, other than Custom Programming Modifications, to the System Software, in whole or in part, including to keep the System performing in accordance with applicable laws, rules and regulations, and to keep the System Software operating in accordance with the Specifications and otherwise with this Contract (with respect to each Package, collectively "Updates") and (c) County-requested customizations and modifications to the System designed to revise the System to meet County's evolving business and/or technical requirements (together with all Source Code, object code and Documentation, with respect to each Package, collectively "Custom Programming Modifications").

With respect to correcting Deficiencies, County's Project Director shall notify Contractor in writing, or if not practicable, orally (with written notice to follow within three (3) Days) to either Contractor's Project Director or Project Manager (or through other means identified in the applicable Package), of any Deficiency. Upon a notice from County or Contractor's discovery of a Deficiency, Contractor shall commence corrective measures to remedy such Deficiency in accordance with the timeframes set forth in the applicable Package.

Contractor shall diligently continue corrective measures until such Deficiency is corrected. Contractor acknowledges that it may be required to repair, replace or reinstall all or any part of the System Software arid/or System Hardware in order to correct a Deficiency. No Deficiency shall be deemed corrected until approved in writing by County's Project Director.

County's Project Director will initiate any County-requested Custom Programming Modifications by submitting a Custom Programming Modification Request Form substantially in the form of Exhibit N hereto (each a "Custom Programming Modification Request") to Contractor's Project Director. With respect to each County-requested Custom Programming Modification, the Parties thereafter will proceed in accordance with Subtask No. 9.2 of the applicable Package.

With respect to the installation and implementation of any Update or Custom Programming Modification, the Parties shall mutually agree upon acceptance tests for such Update or Custom Programming Modification. The installation and implementation of each Update and Custom Programming Modification shall be subject to the testing and Acceptance procedures, including, without limitation, with respect to obtaining Certificates of Completion, except that the Parties shall use the applicable tests developed pursuant to this Paragraph. Upon Contractor's completion and delivery, and County's Acceptance, of each Update and each Custom Programming Modification, such Update and such Custom Programming Modification shall become part of and be included as the System for all purposes under this Contract.

9.18.2 Operations Services

Without limiting Paragraph 3.0 (Work), with respect to each Package, commencing upon the date on which Contractor achieves Acceptance of the System for such Package, Contractor shall provide operations services for the System of such Package (with respect to each Package, collectively "Operations Services") during the Term at no additional cost to the County.

9.19 Ownership and License

9.19.1 Ownership

9.19.1.1 The System Software provided to County pursuant to this Contract, other than Third Party Software, shall remain the property of Contractor, and all such software is subject to the License granted to County pursuant to Sub-Paragraph 9.19.2 (License). Third Party Software shall remain the property of, and is

subject to the licenses granted by its third party owner.

9.19.1.2 Ownership of Background Intellectual Property and System Software. Contractor retains all right, title and interest in and to any such Background Intellectual Property and System Software (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for County to fully exploit such Work Product or the System, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to County in connection with this Contract, and provided further that the Background Intellectual Property is not separately commercially exploited by County. Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL." Notwithstanding any other provision of this Contract, County shall not be obligated or liable in any way under this Contract for: (a) any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and (b) any Contractor proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.9.19.1.3 Ownership of County Data. All County Data provided or made accessible by County to Contractor is and shall remain the property of County. Upon termination or expiration of the Contract for any reason, or

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

9.19.1.4 Ownership of Work Product. Contractor hereby assigns, transfers and conveys to County, exclusively and perpetually, all rights, titles, and interests throughout the world it may have or acquire in the Work Product, including without limitation all intellectual property or other proprietary rights (including without limitation copyrights, patents rights, trade secret right, rights of reproduction, trademark rights, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof) (collectively "Intellectual Property Right(s)) therein or otherwise arising from the performance of this Contract. No rights of any kind in and to the Work Product, including all Intellectual Property Rights, are reserved to or by the Contractor or will revert to Contractor. Contractor agrees to execute such further documents and to do such further acts, at County's expense, as may be necessary to perfect, register or enforce County's ownership of such rights, in whole or in part. If Contractor fails or refuses to execute any such documents, Contractor hereby appoints County as Contractor's attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on Contractor's behalf and to execute such documents. Contractor hereby forever waives and agrees never to assert

against County, its successors or licensees any and all "Moral Rights" Contractor may have in Work Product even after expiration or termination of this Contract. For clarity, the County acknowledges and agrees that Services provided under the SOW do not constitute Work Product.

9.19.2 License

Contractor grants to County an irrevocable license (the "License"):

(a) To use, run, store and display the System Software (collectively, "Use") as expressly provided in the relevant SOW;

(b) To use and copy the Documentation as necessary or appropriate for County to fully enjoy and exercise the License;

The License commences upon the Effective Date and continues for the Term.

9.19.3 License Restrictions

(a) No license, right or interest in any trademark, trade name or service mark of Contractor or any third party from whom Contractor has acquired License rights is granted under this Contract.

(b) The system Software and/or Documentation developed pursuant to any License and rights granted hereunder may not be sold, licensed or sublicensed, assigned or otherwise transferred, in whole or in part, by County.

(c) County will not reverse engineer, disassemble, decompile or decode the System Software.

9.20 Licenses, Permits, Registrations, Accreditation, and Certificates

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations and/or by this Contract, which are applicable to the Work under the Contract.

Contractor shall further ensure that all of its officers, employees, Subcontractors, and other agents who perform Work hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives, shall be provided, in duplicate, to the County's Contract Project Monitor at the address herein provided in Exhibit F (County's Administration).

9.21 Third Party Software

9.21.1 Certain System Software, being the operating software and no other software (hereinafter "Third Party Software"), is owned by third parties, and Contractor represents and warrants that it has not modified and will not modify, nor does Contractor have any need to modify, such Third Party Software in order for the System to fully perform in accordance with all requirements of this Contract. Contractor represents and warrants that it does not have any license or other right to modify such Third Party Software and that such Third Party Software shall be provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that such Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Contract without the need for any modification of the Third Party Software by Contractor or otherwise.

9.21.2 County acknowledges that it may have to execute certain third party license Contracts in respect to the Third Party Software. These third party license Contracts shall be at no cost to County and shall include reasonable terms and conditions as determined by County. To the extent that any such third party license Contract conflicts with this Contract as it applies to County's right to use the System Software or modify the System Software (other than the Third Party Software), Contractor shall take all necessary action and pay all sums required to provide County with all the rights to use and modify the System Software (excluding modification of the Third Party Software) afforded by this Contract. Contractor warrants that whether or not such third party license Contracts are required of County, County shall receive licenses of all of the Third Party Software that will allow use of the System Software in accordance with

all of the terms of this Contract. Without limiting the foregoing, Contractor shall be responsible for acquiring for and delivering to County, at the cost of Contractor, licenses permitting the use of all other Third Party Software for an unlimited number of users, which licenses do not in any way limit County's rights pursuant to Paragraph 9.19.2 (License).9.21.3 In the event it nonetheless becomes necessary to modify such Third Party Software to satisfy any of the requirements of this Contract, Contractor shall promptly, at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications or (2) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in County's Project Director's and County Project Management's reasonable determination, in lieu of modifying such Third Party Software. If County exercises its option to terminate this Contract for convenience pursuant to Paragraph 8.44 (Termination for Convenience), the obligations of Contractor as set forth in this Paragraph 9.21 (Third Party Software) shall be null and void. Nothing herein shall require Contractor to pay for a new release, version, or revision of Third Party Software, which is not otherwise provided under maintenance and support.

9.22.1 Except for the System and all patent, copyright, trademark, trade secret and other proprietary rights therein, County shall be the sole owner of all rights, title and interest in and to all plans, reports, acceptance test criteria, acceptance test plans, statements of work, departmental procedures and processes, diagrams, facilities, tools, and information developed by County or by Contractor pursuant to and for delivery to County under the Contract which are originated or created through the Contractor's Work pursuant to this Contract, and all patent, copyrights, trademark, trade secret and other proprietary rights therein (collectively "County Product").

9.22.2 Notwithstanding the foregoing, 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. County shall have the right to inspect, copy, and use at any time during, and for five (5) years subsequent to, the Term of this Contract, any and all such working papers and all information contained therein.

9.22.3 Contractor hereby transfers to County all of Contractor's right, title and interest in and to the County Product. Upon request of County's Project Director, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Product. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest in and to the County Product.

9.22.4 As requested in writing by County's Project Director, Contractor shall affix the following notice to County Product developed under this Contract: "© Copyright 20_ (or such other date of first publication), County of Los Angeles. All rights reserved". Contractor shall affix such notice as directed by County.

9.22.5 Contractor shall take reasonable steps to protect all such County Product from loss or damage by any cause, including fire and theft.

9.22.6 The System and any other materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, together with all patent, copyright, trademark, trade secret and other proprietary rights (collectively "Contractor Product"), which the Contractor desires to use hereunder, and which the Contractor considers to be trade secret, proprietary or confidential, must be specifically identified by the Contractor to the County's Project Management as trade secret, proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Trade Secret", "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.22.7 Subject to Paragraph 9.17.9 and Paragraph 8.39 (Public Records Act), the County will use reasonable means to ensure that the Contractor Product is safeguarded and held in confidence. Subject to Paragraph 9.17 .9 and Paragraph 8.39 (Public Records Act), the County agrees not to reproduce, distribute or disclose to non-County entities any such Contractor Product without the prior written consent of the Contractor.

9.22.8 Subject to Paragraph 9.11.2 (License), Contractor hereby grants County an irrevocable license to use the Contractor Product for the Term.

9.22.9 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Paragraph 9.15.7 for any of the Contractor Product which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.15.7 or for any disclosure which the County is required to make under any State or federal law or order of court.

9.23 New Technology

Without limiting Contractor's obligation to provide County Updates as a part of Maintenance and Support Services, Contractor and County acknowledge the probability that the technology of the System (or any portion thereof) provided under the Contract will change and improve during the Term. County desires the flexibility to incorporate into the System any new technologies, as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies, and techniques, other than Updates, that Contractor considers being applicable to the System (or any portion thereof). Upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies, and techniques, and shall indicate the advantages and disadvantages of incorporating the same into the System, and provide an estimate of the impact such incorporation will have on the performance of the System (or any portion thereof) and any impact on the Service cost. County, at its discretion, may request that the Contract be amended to incorporate the new technologies, methodologies and techniques into the System (or any portion thereof) pursuant to the provisions of Paragraph 8.1 (Amendments and Change Notices) of this Contract.

9.24 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.25 Use of County Seal and/or Department of Registrar-Recorder/County Clerk (Department) Logos

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

10.0 Survival

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.12	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments and Change Notices
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue

Paragraph 8.23	Indemnification
Paragraph 8.24	Intellectual Property Indemnification
Paragraph 8.25	General Provisions for all Insurance Coverage
Paragraph 8.26	Insurance Coverage
Paragraph 8.27	Liquidated Damages
Paragraph 8.36	Notices
Paragraph 8.38	Public Records Act
Paragraph 8.40	Record Retention and Inspection-Audit Settlement
Paragraph 8.44	Termination for Convenience
Paragraph 8.45	Termination for Default
Paragraph 8.51	Validity
Paragraph 8.52	Waiver
Paragraph 8.63	Prohibition from Participation in Future Solicitation
Paragraph 8.65	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

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

COUNTY OF LOS ANGELES	LEXISNEXIS VITALCHEK NETWORK, INC.
_____	_____
DEAN C. LOGAN Registrar-Recorder/County Clerk	AUTHORIZED SIGNATURE
	_____
	PRINT NAME
	_____
	TITLE
	_____
	TAX IDENTIFICATION NUMBER

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel

EXHIBITS

A Statement of Work and Attachments

B Pricing Schedule

C Intentionally Omitted

D County's Administration

E Contractor's Administration

F Form(s) Required at the Time of Contract Execution

F1 Contractor Acknowledgement and Confidentiality Agreement

G Safely Surrendered Baby Law

H Intentionally Omitted

I Intentionally Omitted

J Intentionally Omitted

K Information Security and Privacy Requirements

L Deliverable Acceptance Document (DAD)

M Invoice Deficiency Report

N Custom Programming Modification Request Form

O Background Check Attestation Form

P Debarment Certification

STATEMENTS OF WORK AND ATTACHMENTS

STATEMENT OF WORK
PACKAGE 1 – ONLINE TRANSACTIONS

1. SCOPE OF WORK

This Package and all attachments hereto (collectively, this "Package") describes the project information for Online Transactions. County's expectation is that the resultant Contractor must have the capability to process at least five hundred fifty (550) Online Transactions per day for Vital Records, one hundred fifty (150) Online Transactions per day for Fictitious Business names and meet all service levels set forth in this Package. The number of Online Transactions per day is an expectation and does not guarantee a certain amount of business. During the Term of the Contract, Contractor shall ensure its capacity to process increasing volumes of Online Transactions maintaining all the service levels specified in this Package.

The Contractor shall provide all applicable services, software, hardware, equipment, labor, materials, and supplies (except paper) necessary to provide all Work described under this Package, including accepting and processing the Card payments described in this Package, and shall charge a Transaction Fee to customers under this Package for each Transaction. No other amounts will be due and payable to the Contractor under this Package for performing the Work under this Package.

Contractor responsibilities with respect to this Package include, but are not limited to: (i) developing a software system to link the Department of Registrar-Recorder/County Clerk (Department) website to a Contractor-hosted website for accepting Vital Record orders, Fictitious Business Name Statements orders and Card information/payments; (ii) developing an Interface with Department's existing Vital Records System for researching requested Vital Records; (iii) conducting electronic authentication or receiving faxed notarized Certificate of Identity form from each customer and securely transmitting said documents to Department in digital format; (iv) developing an interface with Department's existing Business Filings System for processing orders; (v) providing Workstations with dedicated communication/data lines; (vi) securely transmitting completed requests to Department for processing; (vii) arranging for expedited mail services when customers select this option; (viii) providing Operations Services and Maintenance and Support Services as described in this Package; (ix) providing the level System security described in this Package; (x) collecting of all fees; (xi) remitting to the County the Department Fees in accordance with Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 the body of the Contract; and (xii) assuming all risk of chargebacks and/or other Card adjustments.

Contractor may provide innovative concepts, approach, methodology and work plans. The County's intent is to procure a System, which best satisfies all requirements described in this Package, while fully realizing that any one System may not meet all of the desired requirements in its current form. It is acceptable to present alternative approaches to satisfy the County's requirements in providing the System.

Contractor shall complete and deliver all software, hardware, other goods, maintenance and support and related project management and other services to accomplish all of the Tasks set forth in this Package including completion and delivery of the System for this Package to the County's Project Director's satisfaction. The System for this Package shall include functions that directly support Department's existing website. The System must operate in accordance with the requirements set forth in Attachment 1-A (Functional Requirements) and Attachment 1-B (Business Requirements) to this Package, the other Specifications, and otherwise with this Contract. Unless otherwise expressly stated, all Work described in this Package or the Contract shall be performed by Contractor, and Contractor shall be fully responsible for said performance.

Contractor shall use standard Department software set forth below when preparing Deliverables. Contractor shall provide Deliverables which are to be delivered in a file format, in a format which is importable to the following standard Department software:

- Microsoft Word .docx
- Microsoft Project .mppx
- Microsoft Excel.xlsx
- Portable Document Format. pdf

2. COUNTY OBLIGATION

County and Contractor agree that, in order to provide and to optimize the results of the Services under this SOW to the County, and to maximize the benefits to consumers seeking to obtain vital records available under this Contract and SOW, the County will establish, provide and maintain a working image link on the County's website directing consumers to the VitalChek's website ("Link"). County agrees to use only trademarks, logos and other brand elements relating to VitalChek's website as expressly provided by Contractor with no changes, including, changes in the color, proportion, or design, or removal of any words, artwork, or trademark symbols (collectively, "Brand Features"). County agrees that each Link connecting users of its website to our site will in no way alter the look, feel, or functionality of our site, or animate, morph, or otherwise distort in perspective or appearance the VitalChek Brand Features. County agrees that Contractor, at any time, may require County to change any Brand Features of the Link image and other Brand Features upon written notice to County. County may not capture Contractor's webpages within County's frames, or present Contractor's website content as County's own.

3. TASKS AND DELIVERABLES

The following Tasks, and associated subtasks and Deliverables, shall be addressed in the Project Plan prepared pursuant to Task 1:

TASK 1 - PROJECT PLANNING AND MANAGEMENT

SUBTASK 1.1: KICK-OFF MEETING

County will schedule a kickoff meeting with Contractor to occur within seven (7) business days of the Effective Date of the Contract to discuss and modify as necessary the initial Project Plan provided by Contractor.

Subtask 1.1 Deliverable:

Kickoff meeting within seven (7) business days of the Effective Date of the Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.2: PROJECT PLAN

(a) Contractor shall prepare a Project Plan (the "Plan") which shall be a comprehensive and detailed plan for the System implementation consistent with this Package that includes the following areas:
- Planning and Direction to include timeline of three (3) months to complete the Plan.
- Staffing and Team Management with roles and responsibilities.
- Compliance with Data Security Guidelines.
- Incorporating County's business processes, security and technical requirements as stated in this Package.

(b) The Plan shall include the following:

1. A full organizational chart detailing staff by classification and assignment including the name of Contractor's Project Manager or alternate management staff that will be assigned full-time to this project. Alternate management staff shall possess at least two (2) years' experience in performing similar services. County must have access to Contractor's Project Manager and alternate management staff during normal business hours, Monday through Friday (except County holidays), 8:00 a.m. to 5:00 p.m., Pacific Time. In addition, provide the escalation procedures and guidelines to be used by the County, as needed.

2. A list of Contractor staff who will be assigned to provide on-site support for the following areas: a) Operations Services; b) Maintenance and Support Services. Include a short description of duties and responsibilities for each staff member.

3. A list of Contractor's milestones, Tasks and subtasks required to successfully complete and deliver on time the System, including the

System Software, System Hardware and/or Services, for this Package. Include a Gantt chart that lists all Tasks, start and end dates, responsibilities, assignments, and dependencies. At a minimum, all of the Tasks, subtasks, and Deliverables in this Package shall be included in the list.

4. A list of Tasks and subtasks to be completed by County as requested by Contractor after review and approval by County's Project Director.

5. Without limiting Paragraph 8.40 (Subcontracting) in the body of the Contract, a list of Subcontractors that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that will be provided by Subcontractor(s).

6. Plan to incorporate County's business processes, security and technical requirements.

Subtask 1.2 Deliverables:

Plan that includes a schedule of individualized Tasks, subtasks, and Deliverables and other resource planning activities as described in Subtask 1.2.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.3: FINAL PROJECT PLAN

Contractor shall submit the completed Plan, including attachments defined in this Package, and submit to County within five (5) business days of kickoff meeting.

(a) County will review the Plan and submit changes to Contractor within three (3) days of receipt.

(b) Contractor shall review the changes requested by County and be prepared to reject or approve the changes within 48 hours.

(c) County shall have final approval of the Plan. County will monitor/oversee Contractor's progress based on the approved Plan.

(d) Updates to the Plan based on the weekly Project Status Reports delivered under Subtask 1.4 will be reviewed and approved by County and, once approved, will be deemed to be included in the Plan originally approved under this Subtask 1.3.

Subtask 1.3 Deliverable:

Final Project Plan.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.4: PROJECT MANAGEMENT IMPLEMENTATION

1.4.1 During the implementation process, Contractor shall be required to manage project activities and resources, and track project status. This shall include identifying, managing and tracking all issues. Contractor shall report project status on a weekly basis through a Project Status Report. The Project Status Report shall be presented to the County's Project Director and County's Project Manager. The report shall cover, at a minimum, project progress against the Plan, plans and outstanding issues. It shall also include any proposed updates to the Plan.

1.4.2 Contractor shall create a System that meets all expectations set forth in this Contract, including the Specifications. Contractor shall be responsible for each step of the System's implementation process and provide an extensive quality assurance process to ensure quality is being met. Department will assist Contractor's Quality Assurance (QA) team member by reviewing and testing System through each step of the process. Contractor will provide the results to County's Project Director through a Project Status Report on a weekly basis throughout the project implementation. Contractor shall notify County's Project Manager within 24 hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Manager may request a meeting as deemed necessary with Contractors Project Manager. This Subtask is in addition to the review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

1.4.3 Contractor shall provide a quality control plan to document the processes, practices and procedures to be used in order to measure the adherence to requirements during implementation. The plan shall be utilized during the implementation process and reviewed on an agreed-upon basis.

Subtask 1.4 Deliverables:

Weekly Project Status Reports that cover project progress against the Plan, quality assurance, outstanding issues and any proposed updates to the Plan.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.4 for review and approval by the County

Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.5: PROJECT MANAGEMENT - POST IMPLEMENTATION SUPPORT

Commencing after the implementation process and continuing throughout the remainder of the Term of the Contract, Contractor shall provide ongoing project management support to include managing and tracking all issues related to Operations Services and Maintenance and Support Services, including any failure of the System, including the System Software, System Hardware and/or Services, to perform in accordance with the Specifications, and otherwise with this Contract.

In addition, Contractor shall be responsible to monitor the quality assurance platform. Department may assist Contractor's QA team member to ensure quality is being met by reviewing and testing System. Contractor will provide the results to County's Project Director through a Project Status Report on a monthly basis. Contractor shall notify County's Project Manager within twenty-four (24) hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Manager may request a meeting as deemed necessary. This Subtask is in addition to the review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

Subtask 1.5 Deliverable:

1.6.1 Monthly Project Status Reports for ongoing project management to report any operational, quality assurance and maintenance and support issues.

1.6.2 Weekly status reports on any issues addressed and resolution provided.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.5 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.6: QUALITY CONTROL

The Contractor shall be required to establish and utilize a comprehensive quality control plan (the "Control Plan") to assure the County a consistently high level of service throughout the Term of the Contract. The Control Plan shall be submitted to the County's Project Manager for review. The Control Plan shall include, but not be limited to, the following:

1.6.1 An inspection system covering all Services listed in Exhibit A Statements of Work Attachment 2 (Performance Requirements Summary (PRS) Chart). It must specify the activities to be inspected on both scheduled or unscheduled basis, frequency of inspections, and the title of the individual(s) who will perform the inspection.

1.6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and correction.

1.6.3 A method of ensuring uninterrupted service to Department's customers in the event of a strike of the Contractor's employees or any other unusual occurrence (e.g. power loss) which would result in the Contractor being unable to perform the Work.

Subtask 1.6 Deliverable:

Control Plan established to ensure quality and continuity of Service.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.6 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 2 - SYSTEM ANALYSIS AND SITE ASSESSMENT

SUBTASK 2.1: FUNCTIONAL ANALYSIS

In this Task, Contractor shall work with Department's staff to review and validate documented requirements as specified in Attachment 1-A (Functional Requirements) and Attachment 1-B (Business Requirements) to this Package. Contractor shall develop a set of detailed project tasks in two steps. The first step documents, at a high level, the customizations necessary for the System to support Department's business requirements, thereby, defining the project scope. The second step defines the method for completing the functional and technical Tasks to support these requirements.

Contractor shall provide an overview of the System functionality (refer to Attachment 1-A to this Package) and subsequent implementation Tasks.

(a) Review business processes: Contractor shall conduct meetings with County's Project Manager and subject matter experts to assess business needs, business processes and recommend changes, as needed.

b) Prototyping sessions: Contractor shall conduct prototyping sessions to demonstrate the capabilities of the proposed System to support the Department's documented business requirements (Attachment 1-B to this

Package) using representative Department data. Contractor shall map the Department's requirements and business processes to develop scripts for prototyping.

Subtask 2.1 Deliverable:

2.1.1 Documentation outlining functional analysis on the customizations for the System including Department's business requirements.

2.1.2 A complete working prototype of the System that meets all the requirements set forth in the business requirements.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 2.2: TECHNICAL ASSESSMENT

In this Task, Contractor shall assess Transaction volumes, and technical platform for implementing the proposed System. This assessment shall be based on the Department's current usage information, Transaction volumes, archival requirements, and growth projections.

Subtask 2.2 Deliverable:

Report on the specifications developed during the Technical Assessment Task. The technical specifications shall include, but not be limited to:

- Schematic drawings to depict the deployment of the technical architecture.
- Online architecture (Web and application server).
- Operations architecture to support:

    - Printing (Ad hoc & Production reports)
    - Security
    - High Availability
    - Data Archiving
    - Backup/Restore
    - Application Development
    - Application Training
    - Application Testing

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the

sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 2.3: INTERFACE ASSESSMENT

In this Task, Contractor shall develop the following key Interface strategies to support the System implementation:

a) System Interface Strategy: Contractor shall analyze the Department's existing Vital Records System Interface requirements and identify the Interfaces that will be developed for the implementation. For each Interface, the Deliverable shall address the following areas, where applicable, demonstrating how the Interface will meet the requirements of this Contract, including the Specifications:

- Name and functional description.
- System source and/or destination.
- Frequency, whether one or two way.
- Whether online or manual.
- Proposed tool(s) to be used for development and implementation.
- Impacts, if any, on conversion, configuration, security and technical architecture.
- Description of the impacted objects.
- File transfer approach and requirements.
- Data management and header / control record requirements.
- Security requirements (e.g. file authentication and verification methodology).
- Error handling and restart / recover approach.
- Other software components required (e.g. error and exception reports).
- Proposed tool to be used for development and implementation.
- Interface credit payment transaction to Department's existing Point of Sale System.
- Testing.

b) Contractor shall analyze how to integrate with Department's Point of Sale System (Refer to Attachment 1-E to this Package). Strategy to address but not be limited to, the following areas, where applicable, demonstrating how the Interface will meet the requirements of this Contract, including Specifications:

- Physical assessment of counter/desk space.
- Communication/data line assessment.
- Interface credit payment transaction to Department's Point of Sale System.
- Testing.

Subtask 2.3 Deliverable:

2.3.1 Analyze integration with the existing Vital Records System and provide a written report of findings.

2.3.2 Analyze integration with Point of Sale System and provide a written report of findings.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 3 – DEVELOPMENT, INSTALLATION, AND CONFIGURATION FOR SYSTEM SOFTWARE AND SYSTEM HARDWARE

SUBTASK 3.1: WEBSITE DEVELOPMENT, INSTALLATION, AND CONFIGURATION

The Contractor shall develop, install and configure website which has the functionality described in Attachment 1-A (Functional Requirements) and Attachment 1-B (Business Requirements), to this Package and performs in accordance with the Specifications and otherwise with this Contract.

The webserver and website shall be installed and configured using the Contractor's own hardware, hosted at the Contractor's location, with installation to take place at a pre-arranged time approved by County, utilizing Contractor's staff.

Subtask 3.1 Deliverable:

Develop, install and configure a website which has the functionality described in Attachment 1-A (Functional Requirements) and Attachment 1-B (Business Requirements), in each case, to this Package and perform in accordance with the Specifications and otherwise with this Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.2: INTERFACE DEVELOPMENT AND INSTALLATION

a) Contractor shall develop and install the Interface to Department's existing Vital Records System. Contractor's software must extract information from customer's order and place it on the search screen from the Vital Records

Interface installation and configuration shall follow the requirements as set forth under Subtasks 2.1 (Functional Analysis), 2.2 (Technical Assessment) and 2.3 (Interface Assessment).

b) Contractor shall develop and install the Interface to Department's existing Point of Sale System. Interface installation and configuration shall follow the requirements as set forth under Subtasks 2.1 (Functional Analysis), 2.2 (Technical Assessment) and 2.3 (Interface Assessment).

Subtask 3.2 Deliverables:

3.2.1 Deliver a complete Interface to Department's existing Vital Records System and install and configure to set requirements.

3.2.1 Deliver a complete Interface to Department's existing Point of Sale System and install and configure to set to requirements.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.3: INSTALLATION AND CONFIGURATION OF WORKSTATION

Contractor shall supply all hardware, equipment, and materials for the Workstations in Subtask 3.3 with installation to take place at a pre-arranged time approved by County, utilizing Contractor's staff with the assistance of Department staff, as approved in advance by County's Project Director. The Workstations shall be set-up to process Card payments by communicating with Authorization Server, to print search slips, mailing labels, summary reports and proof ACH as required herein.

3.3.1 Workstations shall be installed at the following designated area:

DESIGNATED AREA:	QUANTITY OF WORKSTATIONS
Birth, Death & Marriage	8

Contractor may be required to install additional Workstations as the need arises at designated areas specified by County, at no cost, to the County. County will provide a ten day notice.

3.3.2 Workstations:

1) Each workstation will be set-up to include:
   a) 27" monitor or larger.
   b) Network connectivity (between the County and Contractor).

c) Local Laser printer.
d) System Hardware (specifications refer to Attachment 1-D).

2) Laser Printers: Contractor shall install eight (8) laser printers for printing summary reports, search slips and proof Automated Clearing House (ACH) payment. Printers shall accommodate all on-site printing associated with the Contract. Contractor shall also provide all consumables, with the exception of paper, required by the printers. Contractor shall keep no less than two (2) spare printers on site, which will ensure less down time and reduce any printing backlog.

3) Fax Machines: Contractor shall install and support one(1) high-speed fax machines. Fax machines are necessary to accept orders from customers when Contractor provided scanned copies are not readable or address other order issues. Contractor shall provide and maintain the communication line necessary for the fax machines and all consumables, with the exception of paper, required by the fax machines. Contractor shall keep one (1) spare fax machine on site, which will ensure less down time and reduce any order backlog.

Subtask 3.3 Deliverables:

Install and configure Workstations which have the functionality described in Attachment 1-A (Functional Requirements) and Attachment 1-B (Business Requirements), including required consumables, laser printers, fax machines with communication lines to perform in accordance with the Specifications and otherwise with this Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.4: DOCUMENTATION

Contractor shall provide operator's/user's guides and other Documentation for the development, installation and confirmation of website, Interfaces and Workstations as specified in the other subtasks to this Task 3.

The Contractor shall provide five (5) electronic copies (PDF format) of the operator user's guide, which may be printed or duplicated by the County as needed.

The Contractor shall provide both updated operator's/user's guide and System Documentation as specified in Task 3 when revisions are made to any part of the System that materially change the Documentation provided prior to the implementation date of such revisions. Revised Documentation shall be provided to the County prior to any major Updates of the System.

Subtask 3.4 Deliverable:

3.4.1 Complete operator's/user's guides and other Documentation for all subtasks under Task 3.0

3.4.2 Updated operator's/user's guides and other Documentation.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.4 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 4 – SECURITY

SUBTASK 4.1: STANDARDS AND GUIDELINES

Contractor and all Work provided by, or on behalf of, Contractor shall comply with (a) all applicable data security standards and guidelines that may be published from time to time by the Association, any Card Issuer, or any Card processor including the Cardholder Information Security Program (CISP) and Payment Card Industry (PCI) Data Security Standard and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at library.municode.com/ca/la_county_-_bos/codes/board_policy and (ii) standards from time to time published by the County's Chief Information Security Officer (CISO) and provided by County's Project Director to Contractor.

Contractor shall be and remain a CISP and PCI certified service provider and be certified by any other Card Issuers, Card Processor or Associations that have mandatory security requirements with which Contractor must comply in order to perform the Tasks, Deliverables, goods, Services and other work from time to time under this Contract. Contractor shall prepare and deliver notification to County within 72 hours of Contractor's notification of decertification, a corrective action plan on how to mitigate and fix all issues to reinstate certification. Contractor shall implement each corrective action plan within five (5) business days of notification to County.

Subtask 4.1 Deliverables:

4.1.1 Certified letter of CISP and PCI prior to System's Acceptance and Certification as specified in Subtask 8.3.

4.1.2 Notice within seventy-two (72) hours of Contractor's decertification and a corrective action plan.

4.1.3 Corrective action plan within five (5) business days of notification to County.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 4.2: FILE TRANSFER AND ONLINE TRANSACTIONS

Contractor shall install and configure a dedicated data server for the Secure File Transfer Protocol (SFTP).

Contractor shall maintain File Transfer Protocol (FTP) file encryption of using a minimum of 256-bit Advanced Encryption Standard (AES) for all data exchanges between County and Contractor. All Online Transactions must be protected by public-key encryption utilizing Secure Socket Layer (SSL) Internet Security Protocol. Should another encryption standard be required or proposed, then both the County's Project Manager and Contractor shall meet and agree. Any changes to the security level shall be documented in writing.

Contractor shall use and require use of SSL version 3, of at least 128-bit Triple Data Encryption Standard (Triple-DES) for all portions of the System hosted by Contractor and all portions of the System hosted or housed by County but maintained by Contractor. Contractor is responsible for maintaining a current SSL certificate for all portions of the System hosted by Contractor and all portions of the System hosted or housed by County but maintained by Contractor.

The applicable portions of the System shall validate end-user browser to ensure support of SSL of at least 128-bit Triple-DES encryption, if not, the applicable portions of the System shall show County directed error message to End-User.

Subtask 4.2 Deliverables:

4.2.1 Install and configure a secure FTP Data server to retrieve incoming orders.

4.2.2 Maintain FTP file encryption using 256-bit AES for all data exchanges.

4.2.3 Meet requirement of utilizing SSL of at least 128-bit Triple-DES and maintain SSL certificate.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 4.3: SECURITY RISK AND VULNERABILITY ASSESSMENTS

To validate appropriate security levels, Contractor shall, at its own expense, conduct a System security risk and vulnerability assessment and provide a written report of assessment. This assessment is comprised of potential vulnerabilities and risks associated with, but are not limited to the web application, database, server(s), data transmission, stored confidential/sensitive data, etc.

Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 3.3, 4.1, 4.2 and 5 of this Package. Contractor will conduct annual security assessments and prepare a written report of such assessment that includes the components and devices involved in the processing of a transaction end-to-end, written code, techniques used and identification of any potential vulnerabilities and risks. The report(s), at a minimum, should depict the gaps between the current and desired state. Additionally, in connection with each security assessment described above, Contractor shall provide County a letter certifying that the System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2 (Acceptance Testing) and annually thereafter on the anniversary of the Effective Date.

Subtask 4.3 Deliverables:

4.3.1 Conduct a System security risks and vulnerabilities assessment and provide a written report of findings.

4.3.2 Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 3.3, 4.1, 4.2 and 5 of this Package.

4.3.3 Provide annual security assessments and written reports of assessment on the anniversary of Effective Date. The report must include an action plan that addresses the remediation and/or mitigation of all “high-risk” items. The remaining items must be addressed, in terms of the Contractors intention to remediate and/or mitigate based upon an agreed upon timeframe. Provide a certified letter that System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2.

4.3.4 Annually thereafter on the anniversary of the Effective Date provide a certified letter that System is CISP and PCI compliant.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 4.4: NOTIFICATION/REPORTS OF SECURITY INCIDENTS

Contractor shall report to County in writing any information security incident within one (1) hour of identification or notification of incident. As used herein, an information security incident means any breach or other incident which could

reasonably compromise the confidentiality, integrity, or availability of any data or other information relating to Cardholders.

Contractor shall additionally provide information security incident reports and assessments for all incidents that may potentially affect County. County shall determine if the incident is a major or minor incident based on criticality: For major incidents, contractor shall provide assessment and notification of corrective or remediating measures taken within two (2) hours and for minor incidents, within twelve (12) hours.

Subtask 4.4 Deliverables:

4.4.1 Report security incidents within one (1) hour of information security incident notification/identification to the County's Project Manager.

4.4.2 Provide information security incident reports and assessments of all incidents within timeframe specified to the County's Project Manager.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.4 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 5 – REPORTS

The Contractor shall implement System Software to generate reports that include, but are not limited to, Transaction Summary and Transaction Detail by Workstation, Transaction Summary and Transaction Detail by Location, total fees by date and various accounting reports relating to fees collected, number of copies sold, settlement fees, and items ordered including all Transaction information and Card charge date. In addition, Contractor shall provide Ad hoc reports requested by the County within five (5) business days of receiving the request by County's Project Director. The Contractor shall work with the County to develop the data element and format of the Ad hoc Reports. Reports will be provided, at no cost, to the County

Task 5 Deliverables:

5.1 Provide System capability to generate various accounting reports.
5.2 Provide Ad hoc reports to County within five (5) business days of request.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 5 and produce Deliverables 5.1 through 5.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 6 - OPERATIONAL READINESS ASSESSMENT (Technical)

Contractor shall develop a checklist for verifying the readiness of the technical infrastructure for Contractor to commence Work on Subtask 8.3 (System Acceptance Certificate). Among other items, this checklist will assist Department in confirming the availability of:

- Data back-up and recovery procedures
- Operational roles, staffing and job schedules for daily, weekly, and monthly processes
- Production environment set up and sizing
- Technical infrastructure to support System and Services
- Connectivity of Workstations for all End Users
- Testing of all System Hardware (PC's, Printers, etc.)
- Integration to required existing Department systems
- Reports tested

Contractor shall assist Department staff in completing the operational checklist and the corrective actions to achieve readiness as defined in the checklist.

Task 6 Deliverable:

Completed a checklist for verifying the readiness of the System's operations and technical infrastructure, and assist Department staff in completing the operational checklist.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 6 and produce Deliverable 6 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 7 - OPERATIONAL READINESS ASSESSMENT (End User)

Contractor shall develop a checklist for verifying the readiness of the Department's End User community for Contractor to commence Work on Subtask 8.3 (System Acceptance Certificate). Among other items, this checklist will assist Department in confirming the availability of:

- Updated departmental processes, policies and procedures.
- Staff trained in accordance with goals in the End User Training Plan.
- Established toll free access telephone number and email address for real time technical support staff.
- 24/7 Help desk established to assist customers placing orders via the Internet.

Task 7 Deliverable:

Provide a completed checklist validating the readiness of the System's End User community.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 7 and produce Deliverable 7 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 8 - ACCEPTANCE TESTING AND ACCEPTANCE CERTIFICATION

SUBTASK 8.1: ACCEPTANCE TEST PLAN

County will conduct Acceptance Testing with the assistance of Contractor on (a) System Software, (b) System as a whole and any portion thereof, (c) any County-approved Updates and (d) any County-requested Custom Programming Modifications. County will determine the components and manner of testing at its sole discretion.

Department will use test scripts, developed by County with input from Contractor to test each functional requirement listed in Attachment 1-A (Functional Requirements) and Attachment 1-B (Business Requirements) in each case, to this Package and any other Specifications for System. Each script shall identify the expected results and performance of each function being tested and Department will determine if the function is being executed correctly. Contractor shall assist Department staff in the development and execution of test scripts and provide information to facilitate completion of System Acceptance Testing.

If County decides to conduct Acceptance Testing, County will develop an Acceptance Test Plan with the assistance of Contractor, which will include, but not be limited to, the following steps:

1. Submit an order for Vital Records via the Internet. Import the request into the System and review the customer data for accuracy.
2. Process the customer order with a corresponding bar code that links with the order.
3. Test Interface into Department's existing Vital Records System, searching record by Certificate Number (document number on the birth, death and marriage certificate).
4. Test Interface to Department's existing Point of Sale System
5. Print certified copy.
6. Reconcile payments at backend.
7. Run all reports.
8. Generate bar code mailing labels.

The Test Plan shall also include a full end-to-end System test with Contractor's assistance and certify readiness of System.

Subtask 8.1 Deliverable:

If determined by County, assist County in development of an Acceptance Test Plan identifying anomalies and taking corrective action.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 8.2: ACCEPTANCE TESTING

If County conducts Acceptance Testing with assistance of Contractor based on Acceptance Test Plan identifying anomalies and taking corrective action.

Subtask 8.2 Deliverable:

If determined by County, assist County in conducting Acceptance Testing based on Acceptance Test Plan.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 8.3: SYSTEM ACCEPTANCE CERTIFICATE

System operates in Production Use for ten (10) consecutive days without Deficiencies.

Pursuant to Paragraph 9.14 (System Tests and Acceptance By County) in the body of the Contract, upon County's Project Director's determination of System Acceptance as specified to this Package, County will issue a written Certificate of Completion within thirty (30) days of County's Project Director's determination.

Subtask 8.3 Deliverable:

Contractor's System must operate in Production Use for ten (10) consecutive days without Deficiencies prior to obtaining Certificate of Completion.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.3 for review and approval by the County

Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 9 - MAINTENANCE AND SUPPORT SERVICES

Contractor shall provide Maintenance and Support Services commencing when Work starts on Subtask 8.3 (System Acceptance Certificate).

SUBTASK 9.1: MAINTENANCE AND SUPPORT

9.1.1 Contractor must correct any Deficiencies, at any level of severity, in the System Software, System Hardware and Services including communication/data lines within twenty-four (24) hours of notification by Department.

9.1.2 Contractor shall provide ongoing maintenance as indicated in Paragraph 9.15 (Maintenance and Support Services; Operations Services) of the Contract.

9.1.3 Contractor's Payment processing services must be highly available (99.9%), fully redundant, and capable of processing transactions during each Day, with the exception of schedule maintenance.

9.1.4 Contractor shall provide Transaction roundtrip processing (request, determination, and response) Authorization time which does not exceed seven (7) seconds response time for website and Department site assuming a 1.5 mega byte download DSL or higher.

9.1.5 Contractor shall provide written notification to County of scheduled maintenance and Updates that impact System no less than one (1) calendar week prior to commencement for County approval. County reserves the right to approve or disapprove the maintenance scheduled based on Department business needs. County will not unreasonably withhold approval.

9.1.6 Contractor shall perform scheduled maintenance between the hours of 12:00 a.m. and 5:00 a.m., Pacific Time, as required. Updates and Custom Programming Modifications are not considered maintenance and as needed, Department will schedule time for such services.

9.1.7 Contractor to provide written notification of regular Update no less than three (3) months prior to plan deployment in production if it requires County to modify the System. All Updates require the approval of County's Project Director.

9.1.8 Contractor to provide County a test environment and no less than one (1) month acceptance testing window prior to deployment of any major Update.

9.1.9 Contractor shall provide up-to-date written product Specifications within two (2) business days of every Update and Custom Programming Modification (includes all Contractor's Specifications and other Documentation).

9.1.10 Contractor shall provide periodic Updates to System Software as indicated in Paragraph 8.0 (Maintenance and Support Services; Operations Services) of the Contract. Updates may result from new laws mandated by State or Federal statutes. County may also require Custom Programming Modifications to System Software to meet internal needs.

9.1.11 Contractor shall back up County data (including digital documents as well as order information) on a quarterly basis on a mutually agreed upon media with Card number limited as required by applicable law, Data Security Guidelines, and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations at interval to maintain System recoverability.

9.1.12 Contractor shall store at least twelve (12) months of live County data encrypted in 256-bit AES before archiving and provide County access to archived data via mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.

9.1.13 Contractor shall store archived data encrypted in 256-bit AES for at least five (5) years from termination or expiration of Contract. At end of such time, Contractor, at County's sole discretion and as permissible by Card Issuer, Card processor and Association Rules and applicable law, shall return said data to the County. Any changes to the encryption standard used must be agreed upon by both Contractor and the County's Project Manager.

9.1.14 Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.

9.1.15 Toll free access telephone number to live technical support staff or via e-mail for assistance with any Contractor owned equipment, including, but not limited to, computer, printer, fax machine, Express courier\regular mail scanner, software, authentication Authorization Server, phone lines, and specific customizations, Monday through Saturday, 7:00 a.m. to 8:00 p.m., Pacific Time.

9.1.16 Diversified staff of programmers, developers, analysts, web specialists, telecommunications and e-commerce experts to assist County as needed.

9.1.17 Support services and support management for any software required to connect to remote Workstations located at Department.

9.1.18 Notification in writing to County's designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified. The response time is as follows:

- Critical or serious production problem shall not exceed 30 minutes
- Others shall not exceed twelve (12) hours

In all circumstance, resolution shall be completed within forty-eight (48) hours after incident is identified.

9.1.19 Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m., Pacific Time. Reply e-mails shall not be automatically generated responses but should provide custom response to question.

9.1.20 Provide onsite support to repair System Hardware at Department headquarters and district offices during normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m. Pacific Time, except on County-recognized holidays.

Subtask 9.1 Deliverables:

Contractor shall provide Maintenance and Support Services outlined in Subtask 9.1.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 9 and produce Deliverable 9.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 9.2: SUPPORT SERVICES FOR OPERATIONS (CUSTOMER)

Contractor shall provide technical support twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365)/three hundred sixty-six (366) days a year to assist customers placing orders via the Internet, toll-free telephone line or fax.

Contractor shall ensure that customer's average hold time for operational and technical support calls shall not exceed three (3) minutes. Contractor shall incorporate a mechanism to track customer complaints and take corrective action. Contractor will report the number of complaints and corrective action to County's Project Director through the Project Status Report on a monthly basis as specified in Subtask 1.6.

Subtask 9.2 Deliverables:

9.2.1 Provide customer operational and technical support via phone, fax, or email, twenty-four (24) hours a day/seven (7) days a week.

9.2.2 Contractor shall adhere to hold time requirement not to exceed three (3) minutes and provide a monthly Project Status Report.

9.2.3 Contractor shall report on customer complaints and corrective action through the Project Status Report on a monthly basis.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 9 and produce Deliverable 9.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 9.3 – CUSTOM PROGRAMMING MODIFICATIONS

As requested by County's Project Director, Contractor shall provide Custom Programming Modifications as needed to update System to meet County's evolving business and/or technical requirements. Each Custom Programming Modification shall be provided, at no cost to the County, in accordance with the following procedure:

1) For each Custom Programming Modification, the requesting Party, County or Contractor, shall submit a written request, Exhibit N (Custom Programming Modification Request Form) of the Contract, to the other Party.

2) Contractor shall develop a System Design Report which includes:

   a) Expected implementation duration
   b) Design specification
   c) System impact: database, user Interface, training, etc.

3) Contractor shall submit System Design Report to County for review and approval. Upon approval of the System Design Report by County Project Director, Contractor shall develop a Project Plan in accordance with Task 1 (Project Planning and Management).

4) At the sole option of County's Project Director, each System component shall be subject to Acceptance Testing. Contractor shall assist in developing test plans and conducting Acceptance Tests.

Task 9.3 Deliverables:

9.3.1 Develop and submit a System Design Report for requested Custom Programming Modification.

9.3.2 Develop a Project Plan for the completion of approved Custom Programming Modification.

9.3.3 Complete approved Custom Programming Modifications.

9.3.4 If required by County's Project Director, develop test plans and conduct Acceptance Tests.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 9 and produce Deliverable 9.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 10- TRAINING

SUBTASK 10.1: END USER TRAINING PLAN AND MATERIALS

Contractor shall develop a Training Needs Assessment to identify the Department's training requirements to support its End Users' roles and responsibilities. Based on this assessment, Contractor shall develop the training plan and materials to conduct End User training. End User training shall support the requirement for the skill levels identified in the training strategy developed during Task 1.

Contractor shall conduct training and supply original training materials including, but not limited to, End User manual, and allow Department to reproduce training materials as necessary.

Subtask 10.1 Deliverable:

Training Needs Assessment and a plan and materials for End Users training.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 10 and produce Deliverable 10.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 10.2: ON-SITE TRAINING

Contractor shall conduct on-site training classes, at no cost to the County, to include topics as follows:

- System operations
- System Software
- System Hardware
- Other equipment
- Any third party services

Subtask 10.2 Deliverable:

Contractor shall conduct onsite training classes to include topics indicated in Subtask 10.2.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 10 and produce Deliverable 10.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 11 OPERATIONS SERVICES

SUBTASK 11.1: OPERATIONS

Contractor shall provide Operations Services commencing when Work starts on Subtask 8.3 to work with Department's staff to monitor the System processing in the Department's production environment. Operation Services are specified in Attachment 1-B (Business Requirements) to this Package.

Subtask 11.1 Deliverable:

Provide Operations Services outlined in Subtask 11.1.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 11 and produce Deliverable 11.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 11.2: ADDITIONAL TRAINING

Contractor shall, at no cost to County, provide additional training as County's Project Director determines to be necessary to adequately train End Users. During the term of the Contract, additional training may occur if there are significant changes to processing procedures. County anticipates no more than ten (10) End Users to receive additional training. The Contractor shall provide additional in person training within five (5) business days from request.

Subtask 11.2 Deliverable:

Provide additional in person training classes within five (5) days of County request with same deliverables as listed in Task 10.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 11 and produce Deliverable 11.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

4. PERIOD OF PERFORMANCE

The Contractor's schedule is comprised of Tasks 1 through 11 specified in this Package. All Tasks shall be performed and accomplished independently. The Contractor shall consult with the County's Project Manager to ascertain and verify the requirements for each Task of the project. The Contractor shall provide all goods, materials, supplies, and Services within the specified time determined in Task 1 (Project Planning and Management) and meet all requirements and standards herein specified before any written approval shall be given by the County.

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FUNCTIONAL REQUIREMENTS

LEGEND:
A = Functionality available out of the box
B = Functionality requires customization
C = Functionality requires third party product(s)
D = Functionality not available

The System function requirements are as follows. Proposer must provide a response to each of the following requirements utilizing the legend on the last page of this section.

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
1.	System complies to all applicable security standards and guidelines that may be published from time to time by the Association, any Card Issuer, or any Card processor, including the CISP and PCI Data Security Standard.		
2.	System complies with all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at https://library.municode.com/ca/la_county_-_bos/codes/board_policy.		
3.	System has the functionality to Interface with an IBM mainframe system (Department's existing Vital Records System) and SQL Server 2016 database system. (Refer to Task 12)		
4.	System accepts customer orders (including acceptance of all data fields necessary to locate applicable Vital Record in Department's existing Vital Records System refer to Attachment 1-B, Section 1.4) via the Internet and forwards application and certificate of identity for notarization to customer via e-mail in connection with each order. System holds order for five (5) business days and automatically cancels order if no application/ certificate of identity returned, and notifies customer of same.		
5.	System shall Interface with Department's Point of Sale System as described in Attachment 1-E)		
6.	System must track and prevent concurrent logins. This can stop session hijacking and session replay attacks.		

FUNCTIONAL REQUIREMENTS

LEGEND:
A = Functionality available out of the box
B = Functionality requires customization
C = Functionality requires third party product(s)
D = Functionality not available

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
7.	System "Logout" function must terminate the session.		
8.	System must address how it will track state. For instance, it could be tracked by use of cookies, hidden tags, server-side, uniform resource identifier (URI), and uniform resource locator (URL) parameters. In addition, determine how state is stored (i.e., encrypted and date stamps) and how it is renewed (i.e., automatically, is a password requested, and is the old session identifier expired.)		
9.	System encrypts data at 256-bit AES when transmitting to Contractor and de-encrypting upon receipt by Contractor.		
10.	System encrypts data at 256-bit AES when transmitting from Contractor and de-encrypting upon receipt by intended recipient (i.e. Department).		
11.	System can securely transmit completed, pre-authorized orders to Department no less than twice per day.		
12.	Contractor's Payment processing services must be highly available (99.9%) fully redundant and capable of processing transactions during each Day, with the exception of schedule maintenance.		
13.	System can automatically search for requested documents in the existing Vital Records System stored at the Downey Center (note: In January 2009, database will be stored at Department)		
14.	System can generate search slip with all details of request printed on demand.		
15.	Regardless of Contractor's other customer's processing needs by the System, System must have the ability to handle at a minimum		

FUNCTIONAL REQUIREMENTS

LEGEND:
A = Functionality available out of the box
B = Functionality requires customization
C = Functionality requires third party product(s)
D = Functionality not available

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
	350 Transactions per day for Department while meeting the Specifications.		
16.	Once the review by Department is complete the System authorizes all approved orders.		
17	System must assign bar code to application which ties application to the corresponding order in the System.		
18.	System can generate bar code mailing labels for expedited mail service.		
19.	System can generate customized reports on any or all Transactions daily and as needed.		
20.	System can calculate amounts due to County, County's Processing Vendor (if applicable) or service providers and generate payments via ACH. (Refer to Attachment 1-B, Section 3 and 4.		
21.	System retains and makes accessible as needed all Transaction information for the preceding twelve (12) months.		
22.	System is protected against malicious software, such as Trojans, worms and viruses. Some software methods for prevention are: including anti-virus software, spam filtering, and spyware/adware blockers.		
23.	The web page must be cross-browser W3C (www consortium) compliant using HTML (hyper text mark up language) strict coding and CSS (cascading style sheets) where appropriate.		
24.	System Transaction roundtrip processing (request, determination & response) authorization time is seven (7) seconds. (System's response time for website and Department site, assuming a 1.5 mega byte download DSL or higher.)		

FUNCTIONAL REQUIREMENTS

LEGEND:
A = Functionality available out of the box
B = Functionality requires customization
C = Functionality requires third party product(s)
D = Functionality not available

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
25.	System can generate a "No Find Letter" and email to customer.		
26.	System can generate an order confirmation notice and email status to customer.		
27.	System authorizes and processes payments in accordance with applicable Association Rules, Card Issuer rules and regulations, Card Processor rules and regulations.		

BUSINESS REQUIREMENTS

SECTION 1 –CARD PROCESSING

Vital Records

1.1 Overview of Online Transaction process:

- Customer places Vital Records order over the Internet.
- Contractor electronically authenticates the customer's identity by verifying their driver's license and banking information. If the customer does not pass Contractor sends customer a certificate of identity via e-mail to complete and have notarized. Contractor includes a bar code linking the application and certificate of identity to the customer's order and including details about the customer's order.
- Seven (7) seconds response time for website and Department site assuming a 1.5 mega byte download DSL or higher. Any delay over seven (7) seconds should be addressed by Contractor.
- Customer faxes completed, notarized forms to Contractor within five (5) calendar days of placing order.
- Contractor securely forwards complete orders (internet order w/ notarized application and certificate of identity) to Department at least twice per day. Contractor includes a bar code that links all complete orders to the applicable customer order.
- Department staff reviews paperwork for completeness and processes order through the System. Department will process any incomplete paperwork through normal correspondence process.
- Department staff prints out copy of certificate and prepare order for mailing (if expedited mailing option is selected, using packing materials and mailing labels provided by Contractor).
- Contractor arranges for pick up by applicable expedited mail carriers of all orders for which customers selected expedited mailing options.
- At 5:00 p.m. Pacific Time each day, System runs a settlement report of captured Card orders.
- Contractor shall remit Department Fees as specified in Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract.

BUSINESS REQUIREMENTS

Fictitious Business Names

1.2 Overview of Online Transaction process:

- Customer completes Fictitious Business Name Statement order over the Internet.
- Once order is approved by Department, information will be sent to Contractor.
- Contractor emails customer with a link to the storefront.
- Customer logs in and goes through the steps to electronically authenticate themselves and pay.
- Once order is paid Contractor sends transaction information back to Department.
- Contractor shall remit Department Fees as specified in Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract.

1.2 Contractor shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365)/three hundred sixty-six (366) days a year to accept customer orders/payment for copies of Vital Records and processing Fictitious Business Name Statements over the Internet and allow customers to pay for said order by Card only.

1.3 Without limiting the other responsibilities set forth in this Attachment 1-B, this Package and/or elsewhere in the Contract, Contractor shall be responsible to:

1.3.1 Provide a toll-free telephone number with multiple lines for live technical support available twenty-four (24) hours a day/seven (7) days a week for customers encountering problems online.

1.3.2 Accept all necessary ancillary paperwork from the customer placing an order via the Internet for a Vital Record. Contractor will assign an identification bar code to include details of requested record.

1.3.3 Enter the customer's ordering information into a system capable of keeping the information readily accessible for at least twelve (12) months.

1.3.4 Send customer Certificate of Identity form via e-mail when necessary.

1.3.5 Receive customer's faxed/scanned **notarized** Certificate of Identity.

BUSINESS REQUIREMENTS

1.3.6 Convert any order and supporting documents to digital format for transmitting to Department.

1.3.7 Electronically transmit daily (calendar day) in an encrypted format of 256-bit AES acceptable to Department the order information and accompanying documents.

1.4 Data Retention:

Vital Records

Contractor must retain the following information in an encrypted format of 256-bit AES acceptable to Department in readily accessible computerized system for at least twelve (12) months:

A. Application Information
- Reason for request
- Credit card authorization code
- Application identification number
- Fee amounts
- Mail service carrier
- Shipping address

B. Applicant Information
- Name
- Address
- Telephone
- Relationship to name on certificate

C. Certificate Information
- Type (birth, death, marriage)
- Name(s) on certificate
- Number of copies ordered

D. Search Information
- Event type (birth, death, marriage)
- Name(s) on certificate
- Father's name
- Mother's maiden name
- Event date
- Event municipality

Fictitious Business Name Statements

BUSINESS REQUIREMENTS

A. Application Information

- Credit card authorization code
- Order identification number
- Fee amounts

B. Applicant Information

- Name
- Address
- Telephone
- Email address

C. Certificate Information

- Type (new/renewal, abandonment/withdrawal)
- Name on Articles of Incorporation (AOI)

Contractor shall additionally retain such other information (a) as Contractor deems necessary to dispute chargebacks or other Card adjustments and/or (b) as is required to comply with applicable laws, Association Rules, Card Issuer rules and regulations and/or Card processor rules and regulations.

SECTION 2 - PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

At Contractor's expense, Contractor shall schedule an annual external audit to be conducted by reputable third party audit company to illustrate annual CISP and PCI Data Security Standard compliance. Contractor shall then provide County a letter no later than thirty (30) days after receipt of audit findings, certifying as to the date of such findings and as to whether it passed or failed. As appropriate, Department is requesting findings from any internal audit or third party audit, including non-County client required audits, hired audit/testing vendors and Visa/Mastercard required audits.

SECTION 3 – DELIVERY SERVICES

Contractor shall be responsible for the expedited mail services of all orders and shall:

3.1 Arrange for the expedited mail services to pick up daily between 2:00 p.m. and 4:00 p.m., Pacific Time, each business day at the Department headquarters in Norwalk, California.

3.2 Provide the Department with packing materials and pre-printed delivery labels containing the Department return address and Contractor's third-party billing number for expedited mail service delivery.

BUSINESS REQUIREMENTS

3.3 Provide the mailing information on bar code label to be used in conjunction with window envelopes. Department requires System generated bar code labels so that Department staff can scan the bar code with Contractor provided bar code reader to capture the information on the out-going order directly into the Department database to close out that particular order.

3.4 Assume full responsibility and guarantee payment of delivery fees to mail service providers on all orders processed through the Contractor's System.

SECTION 4 – FEES AND PAYMENTS

Contractor shall be responsible for the collection of all fees and payments from customers and settlement of Department Fees in accordance with Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract. Contractor shall:

4.1 Provide remote order acceptance and payment authorization Services to customers, pursuant to the Contract requirements and applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.

4.2 Accept payment for remote charges from the customer via the web using major credit/charge cards, including Visa, MasterCard, American Express and Discover pursuant to the Contract requirements and applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.

4.3 Preauthorize payment for orders prior to transmission to the Department for processing with Authorization of payment for orders to occur in accordance with applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations. As part of the payment Authorization process, Contractor shall verify the address and telephone number of the requestor in order to provide a quick turnaround time for each order.

4.4 Accept full responsibility for Transaction settlement, inquiries, chargebacks, rejected charges/returns and adjustments for insufficient funds.

4.5 Provide daily Transaction reports for daily accounting and reconciliation.

4.6 Generate ACH of Department Fees in accordance with Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract.

4.7 Contractor shall process full and partial refunds (including, without limitation, as described under Section 5.3 of this Attachment 1-B) card credit adjustments, retrieval requests, chargebacks, and refunds within the times required by the applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.

BUSINESS REQUIREMENTS

SECTION 5 – COUNTY RESPONSIBILITIES

5.1 County will process all Fictitious Business Name Statements for which payment was received from Contractor. All requests for which County is unable to process will be referred to appropriate Department section to notify customer.

5.2 County will process all Vital Records requests received from Contractor for which County is able to locate records. All requests for which County is unable to locate records will be referred to appropriate Department section to notify customer.

5.3 County will make available for pick up by Contractor's arranged expediated mail courier all located records using Contractor's generated mailing label for expedited mail service, if requested by customer.

5.4 County will inform Contractor of any errors or necessary adjustments within twenty-four (24) hours pursuant to mutually agreed upon procedures. For example, if a customer requests three copies of birth certificate and that certificate is not available (sealed due to adoption, etc.) Department keeps the fee equivalent to one copy and the Contractor would need to adjust the remainder. If the person requested expedited mail service the Contractor would need to adjust that portion back as well.

SECTION 6 – CONFIDENTIAL PROTOCOLS

Contractor shall comply with Paragraph 7.6 (Confidentiality) in the body of the Contract and shall implement confidentiality, security and other related requirements of this Package and elsewhere in the Contract and the following protocols to ensure customer personal information is kept secure and confidential. County shall seek any remedies provided in this Package and elsewhere in the Contract, including, but not limited to Paragraph 8.26 (Liquidated Damages) or termination of the Contract as provided in the Contract for Contractor's failure to comply with related confidentiality and security requirements.

1. Ensure encryption on live, archived and transmitted data.

2. Ensure letters, memoranda and other documents containing personal information are accessible only by authorized personnel.

3. Ensure personal information stored electronically is protected from access by unauthorized persons.

4. Ensure that only personal information necessary to fulfill the Contractor's authorized functions are maintained by the Contractor.

BUSINESS REQUIREMENTS

5. Ensure staff working with personal information secure such information from casual observation or loss and that such documents or files are returned to secure location when not in use.

6. Ensure personal information is not inappropriately used, copied or removed from Contractor's control.

7. Ensure that personal information is adequately secured at all times.

8. Ensure any transmittal of personal information outside of Contractor's office is authorized by Contractor's Project Manager to make certain that confidentiality measures are followed in accordance with Paragraph 7.6 (Confidentiality) in the Contract.

9. Protect the confidentiality of personal information being transferred from the Contractor's office to other work units of the Contractor.

10. Ensure documents and files containing personal or health-related information that are obsolete or no longer needed are promptly and properly disposed.

11. Secure and maintain the following types of information for twelve (12) months from the end of the month in which such information was collected: dates of the vital events, places of the vital events, names and maiden names and identification documents provided. Maintaining such information shall enable Contractor to assist the Department in researching and investigating fraudulent activity. Contractor shall submit written verification to the Department through duly sworn and notarized affidavit of the confidential disposal of such information according to the prescribed schedule.

12. Ensure that documents and files containing personal information are electronically transmitted to the Department in an encrypted format acceptable to the Department.

13. Ensure that servers (authorization and data) and Workstations are sanitized at the end of their useful life span. Sanitized as defined herein is the removal of all County or customer data. A record of disposed hardware must be kept for five (5) years after termination or expiration of the Contract. Contractor shall provide a policy that describes the method of disposition of excess and surplus computer equipment.
14. Ensure the use of software protection against malicious software, such as Trojans, worms and viruses, is in place on all computer equipment. This should include, but is not limited to, anti-virus software, spam filtering, spyware/adware blockers, and a formalized plan for the update of operating system patches.

15. Ensure that the notification process is documented in the event of security breaches involving confidential and sensitive information.

BUSINESS REQUIREMENTS

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SYSTEM SOFTWARE

To be created based upon Contractor's Proposal. Will include a listing of all System Software in the System, including the website, the Interfaces, the reporting software and whatever software Department staff accesses on the Workstation.

SYSTEM HARDWARE

Contractor shall include a listing of all System Hardware in the System. At a minimum the System Hardware should be as follows. Should Contractor need to change specifications, then this can be done with the Contract of both the Contractor and the County Project Manager:

COMPUTER HARDWARE:

Workstation Class Machine such as Intel® CoreTM 2 Duo Processor E6300 (2MB L2 Cache, 1.86GHz, 1066)
4 GB513 Dual-Channel DDR27 SDRAM (533MHz, 2 or 4 DIMMs)
300 GB4 Single Serial ATA Hard Drive

Suggested configuration:
Video: VGA and 1 S-Video
IEEE 1394 - 1 front-panel 6-pin serial connector
USB: 8 Ports (2 Front, 6 Back) + 1 internal
Audio: Audio – six back-panel connectors for line-in, line-out, microphone, rear surround, side surround.
Additional Jacks: 1 front headphone jack and 1 front / 1 back microphone jack
Network: Integrated Ethernet
Integrated 10/100 network Interface

BAR CODE READER:

Both hand-held and fixed projection
PowerLink user-replaceable cables
Adjustable Stand
Short-range and Long-range activation
Flash ROM with Meteor 2 upgrade utility
Supports commonly used Interfaces, including USB

AUTHORIZATION SERVER:

Server-Class Machine such as HP ProLiant ML570 G4 3.4GHz High Performance Rack Server HP ProLiant ML570 G4 High Performance Rack Server

Suggested configuration:
2 Dual-Core 64-bit Intel(r) Xeon(r) Processors 7140M (3.40GHz, 150 Watts, 800MHz FSB, 16MB L3 Cache)
RAID memory (requires 4 memory boards configured alike) 1st memory board 8GB Total REG PC2-3200 (4x2GB)
2-Rank memory Redundant Memory Board 8GB Total REG PC2-3200 (4x2GB)
2-Rank memory HP Smart Array P600/512 controller

3-HP 72GB Hot Plug 2.5 SAS 15,000 rpm Hard Drive Dual 910/1300W hot plug power supplies Redundant hot plug fans HP Dual embedded NC371i Multi-function Gigabit network adapter SlimLine DVD-ROM Drive (8x/24x)

POINT OF SALE SYSTEM INTERFACE

The selected Contractor shall deliver documentation on how the Department's existing Point of Sale System can Interface with Contractor's System. The Interface should, for this Package, be based on a unique identifier number for each Transaction (customer order) passed to the Point of Sale System in order to track back to the original order. The Department System is a SQL Server 2016 database and custom C# Windows client application that handles all Cashiering functionality. Contractor shall specify the format in which its data is saved and what language it is written in. Contractor shall provide an Application Programming Interface (API) schematic and any data definitions. Department will have the right to review and approve the API and/or format and finalize with the selected Contractor.

STATEMENT OF WORK
PACKAGE 2 – CARD PRESENT TRANSACTIONS

1. SCOPE OF WORK

This Package and all attachments hereto (collectively, this "Package") describes the project information for Card Present Transactions. County's expectation is that the resultant Contractor must have the capability to process at least nine hundred (900) Card Present Transactions per day (and meet all service levels set forth in this Package. The number of Card Present Transactions per day is an expectation and does not guarantee a certain amount of business. During the term of this Contract, Contractor shall ensure its capacity to process increasing volumes of Card Present Transactions while maintaining all the service level specified in this Package.

The Contractor shall provide all applicable services, software, hardware, equipment, labor, materials, and supplies (except paper) necessary to provide all Work described under this Package, including accepting and processing the Card payments described in this Package and shall charge a Transaction Fee to customers under this Package for each Transaction. No other amounts will be due and payable to the Contractor under this Package for performing the Work under this Package.

Contractor responsibilities with respect to this Package include, but are not limited to: (i) providing Card Terminals with dedicated communication/data lines to accept electronic Card payments for records ordered at Department of Registrar-Recorder/County Clerk (Department) headquarters and public service counters and all Department district offices; (ii) providing Operations Services and Maintenance and Support Services as described in this Package; (iii) arranging for expedited mail services when customers select this option; (iv) providing the level of System security described in this Package; (v) collecting of all fees; (vi) remitting to the County the Department Fees in accordance with Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract; and (vii) assuming all risk of chargebacks and/or other Card adjustments.

Contractor may provide innovative concepts, approach, methodology and work plans. The County's intent is to procure a System which best satisfies all requirements described in this Package, while fully realizing that any one System may not meet all of the desired requirements in its current form. It is acceptable to present alternative approaches to satisfy the County's requirements in providing the System.

Contractor shall complete and deliver all software, hardware, other goods, maintenance and support services and related project management to accomplish all of the Tasks set forth in this Package, including completion and delivery of the System for this Package to the County's Project Director's satisfaction. The System for this Package must operate in accordance with the requirements set forth in Attachments 2-A (Functional Requirements) and Attachment 2-B (Business Requirements) to this Package, the other Specifications, and otherwise with this Contract. Unless otherwise

expressly stated, all Work described in this Package or the Contract shall be performed by Contractor and Contractor shall be fully responsible for said performance.

Contractor shall use standard Department software set forth below when preparing Deliverables. Contractor shall provide Deliverables which are to be delivered in a file format, in a format which is importable to the following standard Department software:

- Microsoft Word.docx
- Microsoft Project.mppx
- Microsoft Excel.xlsx
- Portable Document Format.pdf

2. TASKS AND DELIVERABLES

The following Tasks, and associated subtasks and Deliverables, shall be addressed in the Project Plan prepared pursuant to Task 1:

TASK 1 - PROJECT PLANNING AND MANAGEMENT

SUBTASK 1.1: KICK-OFF MEETING

County will schedule a kickoff meeting with Contractor to occur within seven (7) business days of the Effective Date of the Contract to discuss and modify as necessary the Initial Project Plan provided by Contractor.

Subtask 1.1 Deliverable:

Kickoff meeting within seven (7) business days of the Effective Date of the Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.2: REVISED PROJECT PLAN

(a) Contractor shall prepare a Project Plan (the "Plan") which shall be a comprehensive and detailedpPlan for the System implementation consistent with this Package that includes the following areas:

- Planning and Direction to include timeline of three (3) months to complete the Plan.
- Staffing and Team Management with roles and responsibilities.

- Compliance with Data Security Guidelines.
- Incorporating County's business processes, security and technical requirements as stated in this Package.

(b) The Plan shall include the following:

1. A full organizational chart detailing staff by classification and assignment including the name of Contractor's Project Manager or alternate management staff that will be assigned full-time to this project. Alternate management staff shall possess at least two (2) years of experience in performing similar services. County must have access to Contractor's Project Manager and alternate management staff during normal business hours, Monday through Friday (except County holidays), 8:00 a.m. to 5:00 p.m., Pacific Time. In addition, provide the escalation procedures and guidelines to be used by the County, as needed.

2. A list of Contractor staff who will be assigned to provide on-site support for the following areas: a) Operations Services; b) Maintenance and c) Support Services. Include a short description of duties and responsibilities for each staff member.

3. A list of Contractor's milestones, Tasks and subtasks required to successfully complete and deliver on time the System, including the System Software, System Hardware and/or Services for this Package. Include a Gantt chart that lists all Tasks, start and end dates, responsibilities, assignments, and dependencies. At a minimum, all of the Tasks, subtasks, and Deliverables in this Package shall be included in the list.

4. A list of Tasks and subtasks to be completed by County as requested by Contractor after review and approval by County's Project Director.

5. Without limiting Paragraph 8.40 (Subcontracting) in the body of the Contract, a list of Subcontractors that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that will be provided by Subcontractor(s).

6 Plan to incorporate County's business processes, security and technical requirements.

Subtask 1.2 Deliverables:

Plan that includes a schedule of individualized Tasks, subtasks, and Deliverables and other resource planning activities as described in Subtask 1.2.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and

provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.3: FINAL PROJECT PLAN

Contractor shall submit the completed Plan, including attachments defined in this Package, and submit to County within five (5) business days of kickoff meeting.

(a) County will review the Plan and submit changes to Contractor within three (3) days of receipt.

(b) Contractor shall review the changes requested by County and be prepared to reject or approve the changes within forty-eight (48) hours.

(c) County shall have final approval of the Plan. County will monitor/oversee Contractor's progress based on the approved Plan.

(d) Updates to the Plan, based on the weekly Project Status Reports delivered under Subtask 1.4, will be reviewed and approved County and, once approved, will be deemed to be included in the Plan originally approved under this Subtask 1.3.

Subtask 1.3 Deliverable:

Final Project Plan.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.4: PROJECT MANAGEMENT - IMPLEMENTATION

1.4.1 During the implementation process, Contractor shall be required to manage project activities and resources and track project status. This shall include identifying, managing and tracking all issues. Contractor shall report project status on a weekly basis through a Project Status Report. The Project Status Report shall be presented to the County's Project Director and County's Project Manager. The report shall cover, at a minimum, project progress against the Plan, plans, and outstanding issues. It shall also include any proposed updates to the Plan.

1.4.2 Contractor shall create a System that meets all expectations set forth in this Contract, including the Specifications. Contractor shall be responsible for each

step of the System's implementation process and provide an extensive quality assurance process to ensure quality is being met. Department will assist Contractor's Quality Assurance (QA) team member by reviewing and testing System through each step of the process. Contractor will provide the results to County's Project Director through a Project Status Report on a weekly basis throughout the project implementation. Contractor shall notify County's Project Manager within twenty-four (24) hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Manager may request a meeting as deemed necessary with Contractor's Project Manager. This Subtask is in addition to the review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) in the Contract.

1.4.3 Contractor shall provide a quality control plan to document the processes, practices and procedures to be used in order to measure the adherence to requirements during implementation. This plan shall be utilized during the implementation process and reviewed on an agreed-upon basis.

Subtask 1.4 Deliverables:

Weekly Project Status Reports that cover project progress against the Plan, plans, quality assurance, outstanding issues and any proposed updates to the Plan.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.4 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.5: PROJECT MANAGEMENT - POST IMPLEMENTATION SUPPORT

Commencing after the implementation process and continuing throughout the remainder of the Term of the Contract, Contractor shall provide ongoing project management support to include managing and tracking all issues related to Operations Services and Maintenance and Support Services, including any failure of the System, including the System Software, System Hardware and/or Services to perform in accordance with the Specifications, and otherwise with this Contract.

In addition, Contractor shall be responsible to monitor the quality assurance platform. Department may assist Contractor's QA team member to ensure quality is being met by reviewing and testing System Contractor will provide the results to County's Project Director through a Project Status Report on a monthly basis, Contractor shall notify County's Project Manager within twenty-four (24) hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Manager may request a meeting as deemed necessary. This Subtask is in addition to the

review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

Subtask 1.5 Deliverable:

1.5.1 Monthly Project Status Reports for ongoing project management to report any operational, quality assurance and maintenance and support issues.

1.5.2 Weekly status reports on any issues addressed and resolution provided.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.5 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.6: QUALITY CONTROL

The Contractor shall be required to establish and utilize a comprehensive quality control plan (the "Control Plan") to assure the County a consistently high level of service throughout the Term of the Contract. The Control Plan shall be submitted to the County's Project Manager for review. The Control Plan shall include, but not be limited to, the following:

1.6.1 An inspection system covering all Services listed in the Exhibit A (Statements of Work), Attachment 2 (Performance Requirements Summary (PRS) Chart) of the Contract. It must specify the activities to be inspected on both scheduled or unscheduled basis, frequency of inspections and the title of the individual(s) who will perform the inspection.

1.6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and correction.

1.6.3 A method of ensuring uninterrupted service to Department's customers in the event of a strike of the Contractor's employees or any other unusual occurrence (e.g. power loss) which would result in the Contractor being unable to perform the Work.

Subtask 1.6 Deliverable:

Control Plan established to ensure quality and continuity of Service.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.6 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and

provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 2 - SYSTEM ANALYSIS AND SITE ASSESSMENT

SUBTASK 2.1: FUNCTIONAL ANALYSIS

In this Task, Contractor shall work with Department's staff to review and validate documented requirements as specified in Attachment 2-A (Functional Requirements) and Attachment 2-B (Business Requirements) to this Package. Contractor shall develop a set of detailed project tasks in two steps. The first step documents at a high level the customizations necessary for the System to support Department's business requirements, thereby, defining the project scope. The second step defines the method for completing the functional and technical Tasks to support these requirements.

Contractor shall provide an overview of the System functionality (refer to Attachment 2-A to this Package) and subsequent implementation Tasks.

(a) Review business processes: Contractor shall conduct meetings with County's Project Manager and subject matter experts to assess business needs, business processes and recommend changes, as needed.

b) Prototyping sessions: Contractor shall conduct prototyping sessions to demonstrate the capabilities of the proposed System to support the Department's documented business requirements (Attachment 2-B to this Package) using representative Department data. Contractor shall map the Department's requirements and business processes to develop scripts for prototyping.

Subtask 2.1 Deliverable:

2.1.1 Documentation outlining functional analysis on the customizations for the System including Department's business requirements

2.1.2 A complete working prototype of the System that meets all the requirements set forth in the business requirements.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 2.2: TECHNICAL ASSESSMENT

In this Task, Contractor shall assess Transaction volumes, and technical platform for implementing the proposed System. This assessment shall be based on the Department's current usage information, Transaction volumes, archival requirements, and growth projections.

Subtask 2.2 Deliverable:

Report on the specifications developed during the Technical Assessment Task. The technical specifications shall include, but not be limited to:

- Schematic drawings to depict the deployment of the technical architecture
- Operations architecture to support:
  - Printing (Ad hoc & Production reports)
  - Security
  - High Availability
  - Data Archiving
  - Backup/Restore
  - Application Development
  - Application Training
  - Application Testing

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 2.3: INTERFACE ASSESSMENT

In this Task, Contractor shall analyze how to integrate its System with Department's Point of Sale System (Refer to Attachment 2-E to this Package). Strategy should include, but not be limited to, the following areas, where applicable, demonstrating how the Interface will meet the requirements of this Contract, including the Specifications:

- Physical assessment of counter/desk space.
- Communication/data line assessment.
- Interface credit payment transaction to Department's Point Of Sale System.
- Testing.

Subtask 2.3 Deliverable:

Analyze integration with Point of Sale System and provide a written report of findings.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 3 - INSTALLATION AND CONFIGURATION FOR SYSTEM SOFTWARE AND SYSTEM HARDWARE

SUBTASK 3.1: INSTALLATION AND CONFIGURATION OF TERMINALS

The Contractor shall install and configure Terminals which have the functionality described in Attachment 2-A (Functional Requirements) and Attachment 2-B (Business Requirements) to this Package and perform in accordance with the Specifications and otherwise with this Contract.

The Terminals shall be installed and configured using the Contractor's own hardware with installation to take place at a pre-arranged time approved by County, utilizing Contractor's staff with the assistance of Department staff, as approved in advance by County's Project Director. The Terminals shall be installed at the following designated areas:

	QUANTITY OF PUBLIC COUNTER TERMINALS
Birth, Death & Marriage	15
District Offices	31
Business Filings & Registrations	6
Document Transfer Tax Revenue & Collection	17
Real Estate Records	2
TOTAL	**71**

Contractor maybe required to install additional Terminals as the need arises at designated areas specified by County, at no cost, to the County. County will provide a ten day notice.

Each Terminal shall be set up to include:

1) Dedicated communication/data line to connect to Contractor for authorization. (This will be negotiated in terms of communication capability between Department and Contractor)

2) Terminal to read Card information electronically. If Terminal is unsuccessful in reading Card electronically, Department must have the capability to enter Card number manually.

3) Remote Terminal key pad for customers to enter their personal identification number (PIN) code. Keypads must reach outside the security glass for customer accessibility.

4) Receipt printer.

Subtask 3.1.1 Deliverable:

Install and configure the Terminals which have the functionality described in Attachment 2-A (Functional Requirements) and Attachment 2-B (Business Requirements) to this Package and perform in accordance with the Specifications and otherwise with this Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.1.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

Subtask 3.1.2 Deliverable:

Install and configure Workstations, which have the functionality described in Attachment 2-A (Functional Requirements) and Attachment 2-B (Business Requirements), including Terminals with communication lines, required consumables and laser printers, to perform in accordance with the Specifications and otherwise with this Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.1.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.2: INTERFACE DEVELOPMENT AND INSTALLATION TO POINT OF SALE SYSTEM

Contractor will allow for credit card terminal to Interface with Point of Sale (POS) application developed by Department (see Attachment 2E). The Interface should be standardized and agreed upon by both the Contractor and the Project Director for the Department. The terminal Application Programming Interface (API) will be documented and allow for standard calls by client-server applications.

The Interface shall follow the requirements as set forth under Subtasks 2.1 (Functional Analysis), 2.2 (Technical Assessment) and 2.3 (Interface Assessment).

Subtask 3.2 Deliverable:

Complete and document Interface to the Department 's existing Point of Sale System, including installation and configuration to set requirements.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.3: DOCUMENTATION

Contractor shall provide operator's/user's guide and other documentation for the development, installation and confirmation of Terminals, Interfaces and Workstations as specified in the other subtasks to this Task 3.

The Contractor shall provide five (5) electronic copies (PDF format) of the operator user's guide, which may be printed or duplicated by the County.

The Contractor shall provide both updated operator's/user's guide and other System Documentation as specified in Task 3 when revisions are made to any part of the System that materially change the Documentation provided prior to the implementation date of such revisions. Revised Documentation shall be provided to the County prior to any major Updates of the System.

Subtask 3.3 Deliverables:

3.3.1 Complete operator's/user's guide and other Documentation for all subtasks under Task 3.0.

3.3.2 Updated operator's/user's guide and other Documentation.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.3.1 through 3.3.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 4 - SECURITY

SUBTASK 4.1: STANDARDS AND GUIDELINES

Contractor, and all Work provided by or on behalf of Contractor, shall comply with (a) all applicable data security standards and guidelines that may be published from time to time by the Association, any Card Issuer, or any Card processor including the Cardholder Information Security Program (CISP) and Payment Card Industry (PCI) Data Security Standard, (b) VISA Payment Card Industry: PIN Security Requirements Version 2.0 and PCI POS PIN Entry Device Security Requirements Version 2.0, each as updated from time to time (c) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at library.municode.com/ca/la_county_-_bos/codes/board_policy and (ii) standards from time to time published by the County's Chief Information Security Officer (CISO) and provided by County's Project Director to Contractor.

Contractor shall be and remain a CISP and PCI certified service provider and be certified by any other Card Issuers, Card processor, or Associations that have mandatory security requirements with which Contractor must comply in order to perform the Tasks, Deliverables, goods, services and other work from time to time under this Contract. Contractor shall prepare and deliver notification to County within seventy-two (72) hours Contractor's notification of decertification and a corrective action plan on how to mitigate and fix all issues to reinstate certification. Contractor shall implement each corrective action plan within five (5) business days of notification to County.

Subtask 4.1 Deliverables:

4.1.1 Certified letter of CISP and PCI prior to System's Acceptance and Certification as specified in Subtask 8.3.
4.1.2 Notice within seventy-two (72) hours of Contractor's decertification and corrective action plan.

4.1.3 Corrective action plan within five (5) business days of notification to County.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverables 4.1.1 through 4.1.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 4.2: SECURITY RISK AND VULNERABILITY ASSESSMENTS

To validate appropriate security levels, Contractor shall at its own expense, conduct a System security risk and vulnerability assessment and provide a written report of assessment. This assessment is comprised of potential vulnerabilities and risks

associated with, but are not limited to the web application, database, server(s), data transmission, stored confidential/sensitive data, etc.

Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 4.1, 4.2 and 5 of this Package. Contractor will conduct annual security assessments and prepare a written report of such assessment that includes components and devices involved in the processing of a transaction end-to-end, and identification of any potential vulnerabilities and risks. The report(s), at a minimum, should depict the gaps between the current and desired state. Additionally, in connection with each security assessment described above, Contractor shall provide County a letter certifying that the System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2 (Acceptance Testing) and annually thereafter on the anniversary of the Effective Date.

Subtask 4.2 Deliverables:

4.2.1 Conduct a System security risks and vulnerabilities assessment and provide a written report of findings.

4.2.2 Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 4.1, 4.2 and 5 of this Package.

4.2.3 Provide annual security assessments and written reports of assessment on the anniversary of Effective Date. The report must include an action plan that addresses the remediation and/or mitigation of all “high-risk” items. The remaining items must be addressed, in terms of the Contractors intention to remediate and/or mitigate based upon an agreed upon timeframe.

4.2.4 Provide a certified letter that System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2.

4.2.5 Annually thereafter on the anniversary of the Effective Date Contractor shall provide a certified letter that System is CISP and PCI compliant.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.2.1 through 4.2.5 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 4.3: NOTIFICATION/REPORTS OF SECURITY INCIDENTS

Contractor shall report to County in writing any information security incident within one (1) hour of identification or notification of incident. As used herein, an information security incident means any breach or other incident, which could reasonably

compromise the confidentiality, integrity, or availability of any data or other information relating to Cardholders.

Contractor shall additionally provide information security incident reports and assessments for all incidents that may potentially affect County. County shall determine if the incident is a major or minor incident based on criticality: For major incidents, contractor shall provide assessment and notification of corrective or remediating measures taken within two (2) hours and for minor incidents, within twelve (12) hours.

Subtask 4.3 Deliverables:

4.3.1 Report security incidents within one (1) hour of information security incident notification/identification to the County's Project Manager.

4.3.2 Provide information security incident reports and assessments of all incidents within timeframe specified to the County's Project Manager.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.3.1 through 4.3.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 5 - REPORTS

The Contractor shall implement System Software to generate reports that include, but are not limited to, Transaction Summary and Transaction Detail by Terminal, Transaction Summary and Transaction Detail by Location, Total fees by date, Response Time for Transactions, and various accounting reports relating to fees collected, number of copies sold, settlement fees, and items ordered including all Transaction information and Card charge date. In addition, Contractor shall provide Ad hoc reports requested by the County within five (5) business days of receiving the request by County's Project Director. The Contractor shall work with the County to develop the data element and format of the Ad hoc Reports. Reports will be provided, at no cost, to the County.

Task 5 Deliverables:

5.1 Provide System capability to generate various accounting reports.

5.2 Provide Ad hoc reports to County within five (5) business days of request.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 5 and produce Deliverables 5.1 through 5.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified

completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 6 - OPERATIONAL READINESS ASSESSMENT (Technical)

Contractor shall develop a checklist for verifying the readiness of the technical infrastructure for Contractor to commence Work on Subtask 8.3 (System Acceptance Certificate) of this Package. Among other items, this checklist will assist Department's in confirming the availability of:

- Data back-up and recovery procedures.
- Operational roles, staffing and job schedules for daily, weekly, and monthly processes.
- Production environment set up and sizing.
- Technical infrastructure to support System and Services.
- Connectivity of Workstations for all End Users.
- Testing of all System Hardware (PC's, Printers, etc.).
- Integration to Point of Sale System.
- Reports tested.

Contractor shall assist Department's staff in completing the operational checklist and the corrective actions to achieve readiness as defined in the checklist.

Task 6 Deliverable:

Completed checklist for verifying the readiness of the System's operations and technical infrastructure, and assist Department's staff in completing the operational checklist.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 6 and produce Deliverable 6 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 7 - OPERATIONAL READINESS ASSESSMENT (End User)

Contractor shall develop a checklist for verifying the readiness of the Department's End User community for Contractor to commence Work on Subtask 8.3 (System Acceptance Certificate) of this Package. Among other items, this checklist will assist Department's in confirming the availability of:

- Integration with Department's Point of Sale.
- Updated departmental processes, policies and procedures.

- Staff trained in accordance with goals in the End User Training Plan.
- Established toll free access telephone number and email address for real time technical support staff.

Task 7 Deliverable:

Provide a completed checklist validating the readiness of the System's End User community.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 7 and produce Deliverable 7 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 8 - ACCEPTANCE TESTING AND ACCEPTANCE CERTIFICATION

SUBTASK 8.1: ACCEPTANCE TEST PLAN

County will conduct Acceptance Testing with the assistance of Contractor on (a) System Software, (b) System as a whole and any portion thereof, (c) any County-approved Updates and (d) any County-requested Custom Programming Modifications. County will determine the components and manner of testing at its sole discretion.

Department will use test scripts, developed by County with input from Contractor to test each functional requirement listed in Attachment 2-A (Functional Requirements) and Attachment 2-B (Business Requirements) in each case, to this Package and any other Specifications for System. Each script shall identify the expected results and performance of each function being tested and Department will determine if the function is being executed correctly. Contractor shall assist Department staff in the development and execution of test scripts and provide information to facilitate completion of System Acceptance Testing.-

The County will develop an Acceptance Test Plan and conduct acceptance testing with the assistance of Contractor. Testing will include, but not be limited to, the following steps:

8.1.1 Running tests on Card payments using the Terminals.

8.1.2 Conducting a full end-to-end System test and certifying readiness of System for County Acceptance.

Subtask 8.1 Deliverables:

If determined by County, assist County in development of an Acceptance Test Plan identifying anomalies and taking corrective action.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 8.2: ACCEPTANCE TESTING

If County conducts Acceptance Testing with assistance of Contractor based on Acceptance Test Plan.

Subtask 8.2 Deliverables:

If determined by County assist County in conducting Acceptance Testing based on Acceptance Test Plan identifying anomalies and taking corrective action.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 8.3: SYSTEM ACCEPTANCE CERTIFICATE

System operates in Production Use for ten (10) consecutive days without Deficiencies.

Pursuant to Paragraph 9.16 (System Tests and Acceptance By County) in the body of the Contract, upon County's Project Director's determination of System Acceptance as specified to this Package, County will issue a written Certificate of Completion within thirty (30) days of County's Project Director's determination.

Subtask 8.3 Deliverable:

Contractor's System must operate in Production Use for ten (10) consecutive days without Deficiencies prior to obtaining Certificate of Completion.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and

provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 9 - MAINTENANCE SERVICES AND SUPPORT SERVICES

Contractor shall provide Maintenance and Support Services commencing when Work starts on Subtask 8.3 (System Acceptance Certificate).

SUBTASK 9.1: MAINTENANCE AND SUPPORT

9.1.1 Contractor must correct any Deficiencies, at any level of severity, in the System Software, System Hardware and Services including Card Terminals and Workstations with communication/data lines and Digital Subscriber Line (DSL), in accordance with the specified severity level as defined in Subtask 9.1.17.

9.1.2 Contractor shall provide ongoing maintenance as indicated in Paragraph 9.18 (Maintenance and Support Services; Operations Services) of the Contract.

9.1.3 Contractor's Payment processing services must be highly available (99.9%) fully redundant and capable of processing transactions, Monday through Friday 7:00 a.m. to 8:00 p.m., Pacific Time with the exception of schedule maintenance.

9.1.4 Contractor shall provide Transaction roundtrip processing (request, determination and response) Authorization time which does not exceed seven (7) seconds. This is limited to functions within the Contractor's control.

9.1.5 Contractor shall provide written notification to County of scheduled maintenance and Update that impact System no less than one (1) calendar week prior to scheduled commencement for County approval. County reserves the right to approve or disapprove the maintenance scheduled based on Department business needs. County will not unreasonably withhold approval.

9.1.6 Contractor shall perform scheduled maintenance between the hours of midnight and 5:00 a.m., Pacific Time, as required. Updates and Custom Programming Modifications are not considered maintenance and as needed, Department will schedule time for such services.

9.1.7 Contractor to provide written notification of regular Updates no less than three months prior to planned deployment in production if it requires County to modify the System. All Updates require the approval of County's Project Director.

9.1.8 Contractor to provide County a test environment and no less than one (1) month acceptance testing window prior to deployment of any major Update.

9.1.9 Contractor shall provide up-to-date written product Specifications within two (2) business days of every Update and Custom Programming Modification (including all Contractor's Specifications and other Documentation).

9.1.10 Contractor shall provide periodic Updates to System Software as indicated in Paragraph 9.18 (Maintenance and Support Services; Operations Services) of the Contract. Updates may result from new laws mandated by State or Federal statutes. County may also require Custom Programming Modifications to System Software to meet internal needs.

9.1.11 Contractor shall back up County data (including Card information) on a quarterly basis on a mutually agreed upon media with Card number limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, Card processor rules and regulations, and Pin-Based Debit Network rules and regulations at interval to maintain System recoverability.

9.1.12 Contractor shall store at least twelve (12) months of live County data encrypted in 256-bit AES before archiving, and provide County access to archived data via mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, Card processor rules and regulations, and Pin-Based Debit Network rules and regulations.

9.1.13 Contractor shall store archived data encrypted in 256-bit AES for at least five (5) years from termination or expiration of the Contract. At end of such time Contractor, at County's sole discretion and as permissible by Card Issuer, Card processor, Pin-Based Debit Network rules and regulations and Association Rules and applicable law shall return said data. Any changes to the encryption standard used must be agreed upon by both Contractor and the County's Project Manager.

9.1.14 Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, Card processor rules and regulations, and Pin-Based Debit Network rules and regulations.

9.1.15 Toll free access telephone number to live technical support staff or via e-mail for assistance with any Contractor owned equipment, including, but not limited to, terminals, printers, software, communication/data lines, and specific customizations, Monday through Friday, 7:00 a.m. to 8:00 p.m., Pacific Time.

9.1.16 Support services and support management for any software required to connect to remote Workstations located at Department.

9.1.17 Notification in writing to County's designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified. Department will determine the severity level of the incident. The response time is as follows:

- Critical or serious production problem shall not exceed thirty (30) minutes.
- Others shall not exceed twelve (12) hours.

In all circumstances, resolution shall be completed within forty-eight (48) hours after incident is identified.

9.1.18 Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 7:00 a.m. to 8:00 p.m., Pacific Time. Reply e-mails shall not be automatically generated responses, but should provide custom response to question.

9.1.19 Provide onsite support to repair System Hardware at Department headquarters and district offices during normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m., except on County-recognized holidays.

Subtask 9.1 Deliverables:

Contractor shall provide Maintenance and Support Services outlined in Subtask 9.1.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 9 and produce Deliverable 9.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 9.2: CUSTOM PROGRAMMING MODIFICATIONS

As requested by County's Project Director, Contractor shall provide Custom Programming Modifications as needed to update System to meet County's evolving business and/or technical requirements. Each Custom Programming Modification shall be provided, at no cost to the County, in accordance with the following procedure:

1) For each Custom Programming Modification, the requesting Party, County or Contractor, shall submit a written request, Exhibit N (Custom Programming Modification Request Form) of the Contract to the other Party.

2) Contractor shall develop a System Design Report which includes:

   a) Expected implementation duration.
   b) Design specification.
   c) System impact: database, user Interface, training etc.

3) Contractor shall submit System Design Report to County for review and approval. Upon approval of the System Design Report by County Project Director, Contractor shall develop a Project Plan in accordance with Task 1 – Project Planning and Management.

4) At the sole option of County's Project Director, each System component shall be subject to Acceptance Testing. Contractor shall assist in developing test plans and conducting Acceptance Tests.

Subtask 9.2 Deliverables:

9.2.1 Develop and submit a System Design Report for requested Custom Programming Modification.

9.2.2 Develop a Project Plan for the completion of approved Custom Programming Modification.

9.2.3 Complete approved Custom Programming Modifications.

9.2.4 If required by County's Project Director, develop test plans and conduct Acceptance Tests.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 9 and produce Deliverable 9.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 10 - TRAINING

SUBTASK 10.1: END USER TRAINING PLAN AND MATERIALS

Contractor shall develop a Training Needs Assessment to identify the Department's training requirements to support its End Users' roles and responsibilities. Based on this assessment, Contractor shall develop the training plan and materials to conduct End User training. End User training shall support the requirement for the skill levels identified in the training strategy developed during Task 1.

Contractor shall conduct training and supply original training materials including, but not limited to, End User manual and allow Department to reproduce training materials as necessary.

Subtask 10.1 Deliverable:

Training Needs Assessment and a plan and materials for End User training.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 10 and produce Deliverable 10.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 10.2: ON-SITE TRAINING

Contractor shall conduct on-site training classes, at no cost to the County, to include topics as follows:

- System operations.
- System Software.
- System Hardware.
- Other equipment.
- Any third party services.

Subtask 10.2 Deliverable:

Contractor shall conduct onsite training classes to include topics indicated in Subtask 10.2.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 10 and produce Deliverable 10.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 11 - OPERATIONS SERVICES

SUBTASK 11.1: OPERATIONS

Contractor shall provide Operations Services commencing when Work starts on Subtask 8.3 (System Acceptance Certificate) to work with Department's staff to monitor the System processing in the Department's production environment.

Operation Services are specified in Attachment 2-B (Business Requirements) to this Package.

Subtask 11.1 Deliverable:

Provide Operations Services the business process as specified in Attachment 2-B (Business Requirements).

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 11 and produce Deliverable 11.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 11.2 ADDITIONAL TRAINING

Contractor shall, at no cost to County, provide additional training as County's Project Director determines to be necessary to adequately train End Users. During the term of the Contract, additional training may occur if there are significant changes to processing procedures. County anticipates no more than ten (10) End Users to receive additional training. The Contractor shall provide additional in person training within five (5) business days from County request.

Subtask 11.2 Deliverable:

Provide additional in person training classes within five (5) days of County request with same deliverables as listed in Tasks 11.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 11 and produce Deliverable 11.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

3. PERIOD OF PERFORMANCE

The Contractor’s schedule is comprised of Tasks 1 through 11 specified in this Package. All Tasks shall be performed and accomplished independently. The Contractor shall consult with the County’s Project Manager to ascertain and verify the requirements for each Task of the project. The Contractor shall provide all goods, materials, supplies, and services within the specified time determined in Task 1 (Project Planning and Management) and meet all requirements and standards herein specified before any written approval shall be given by the County.

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FUNCTIONAL REQUIREMENTS

LEGEND:
A = Functionality available out of the box
B = Functionality requires customization
C = Functionality requires third party product(s)
D = Functionality not available

The System function requirements are as follows. Proposers must provide a response to each of the following requirements utilizing the legend on the last page of this section.

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
1.	System complies to all applicable security standards and guidelines that may be published from time to time by the Association, any Card Issuer, and Card processor or Pin-Based Debit Network rules and regulations including the CISP and PCI Data Security Standard.		
2.	System complies with VISA Payment Card Industry: PIN Security Requirements Version 2.0, and PCI POS PIN Entry Device Security Requirements Version 2.0.		
3.	System complies with all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at https://library.municode.com/ca/la_county_-_bos/codes/board_policy.		
4.	System encrypts data 256-bit AES when transmitting to Contractor and de-encrypting upon receipt by Contractor.		
5.	System encrypts data at 256-bit AES when transmitting from Contractor and de-encrypting upon receipt by intended recipient (i.e. Department).		
6.	System authorizes and processes payments in accordance with applicable Association Rules Card Issuer rules and regulations, Card processor rules and regulations and Pin-Based Debit Network rules and regulations.		
7.	System is operational during Department business hours.		
8.	System can generate bar code mailing labels for expedited mail service.		

FUNCTIONAL REQUIREMENTS

LEGEND:
A = Functionality available out of the box
B = Functionality requires customization
C = Functionality requires third party product(s)
D = Functionality not available

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
9.	System can generate customized reports on any or all Transactions daily, and as needed.		
10.	System can calculate amounts due to County or service providers and generate payments via ACH. (Refer to Attachment 2-B, Section 3 and 4)		
11.	System retains and makes accessible as needed all Transaction information for the preceding twelve (12) months.		
12.	System is protected against malicious software, such as Trojans, worms and viruses. Some software methods for prevention are: including anti-virus software, spam filtering, and spyware/adware blockers.		
13.	System Transaction roundtrip processing (request, determination and response) authorization time is within seven (7) seconds.		
14.	System shall Interface with Department's Point of Sale System as described in Attachment 2-E).		
15.	Regardless of Contractor's other customer's processing needs by the System, System must have the ability to handle, at a minimum, nine hundred (900) Transactions per day for Department while meeting the Specifications.		

BUSINESS REQUIREMENTS

SECTION 1 – CARD PROCESSING

1.1 Overview of Card Present Transaction Process:

- Customer places an order at the public service counter with the Department clerk for a recorded document or requests that a document be recorded.
- Customer is advised of total due and requests to pay via Card.
- Clerk informs customer of the Transaction Fee. If expedited mail service is requested, charge is additionally added to the total.
- Clerk obtains Card from customer and swipes Card through Terminal or Customer may swipe Card.
- Clerk instructs customer to enter their PIN number on the remote keypad.
- If customer orders record, Department staff prepare orders for mailing (if expedited mailing option is selected, using packing materials and mailing labels provided by Contractor).
- Contractor arranges for pick up by applicable expedited mail carriers of all orders for which customers selected expedited mailing options.
- Contractor shall remit Department Fees as specified in Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract.

1.2 Contractor shall provide a System to process in-person Card purchases at the public service counters in accordance with Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and and Pin-Based Debit Network rules and regulations.

Without limiting other capabilities described in this Attachment 2-B, this Package and/or elsewhere in the Contract, the System shall have the capability to:

- Read and transmit the Card information through the Terminal.
- Process request and respond to Department with authorization or decline Card within seven (7) seconds of request.
- Generate an ACH for Department Fees per day, per section in accordance to Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract.
- Provide daily settlement report to confirm the total amount of Department's Fees for the processed copies of records.
- Store twelve (12) months of Transaction data in active file.

- Maintain five (5) years of archived Transaction data.

1.3 Data Retention:

Contractor must retain the following information in an encrypted format of 256-bit AES acceptable to Department in readily accessible computerized system for at least twelve (12) months:

- Cardholder Name.
- Card authorization code.
- Terminal transaction number .
- Fee amounts.

Contractor shall additionally retain such other information (a) Contractor deems necessary to dispute chargebacks or other Card adjustments and/or (b) as is required to comply with applicable laws, Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and/or and Pin-Based Debit Network rules and regulations.

SECTION 2 - PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

At Contractor's expense, Contractor shall schedule an annual external audit to be conducted by reputable 3rd party audit company to illustrate annual CISP and PCI Data Security Standard compliance. Contractor shall then provide County a letter, no later than 30 days after receipt of audit findings, certifying as to the date of such findings and as to whether it passed or failed. As appropriate, Department is requesting findings from any internal audit or 3rd party including non-County client required audits, hired audit/testing vendors and VISA/MC required audits.

SECTION 3 – FEES AND PAYMENTS

Contractor shall be responsible for the collection of all fees and payments from customers and settlement of Department Fees in accordance with Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract. Contractor shall:

4.1 Provide payment Authorization services to customers, pursuant to the Contract requirements and applicable Association Rules, Card Issuer rules and regulations, Card Issuer rules and regulations, Card processor rules and regulations and Pin-Based Debit Network rules and regulations.

4.2 Accept full responsibility for Transaction settlement, inquiries, chargebacks, rejected charges/returns and adjustments for insufficient funds.

4.3 Provide daily Transaction reports for daily accounting and reconciliation.

4.4 Generate ACH of Department Fees in accordance with Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract.

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4.5 Contractor shall process full and partial refunds (including, without limitation, as described under Section 5.3 of this Attachment 2-B), card credit adjustments, retrieval requests, chargebacks, and refunds within the times required by the Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and Pin-Based Debit Network rules and regulations.

SECTION 4 – COUNTY RESPONSIBILITIES

5.1 County will process all requests received from Contractor for which County is able to locate records. All requests for which County is unable to locate records will be referred to appropriate Department section to notify customer.

5.2 County will make available for pick up by Contractor's arranged expediated mail courier all located records using Contractor generated mailing label for expedited mail service, if requested by customer.

5.3 County will inform Contractor of any errors or necessary adjustments within 24 hours pursuant to mutually agreed upon procedures. For example, if a customer requests three copies of birth certificate and that certificate is not available (sealed due to adoption, etc.) Department keeps the fee equivalent to one copy and the Contractor would need to adjust the remainder. If the person requested expedited mail service, the Contractor would need to adjust credits that portion as well.

SECTION 5 – CONFIDENTIAL PROTOCOLS

Contractor shall comply with Paragraph 7.6 (Confidentiality) in the body of the Contract and shall implement confidentiality, security and other related requirements of this Package and elsewhere in the Contract and the following protocols to ensure customer personal information is kept secure and confidential. County shall seek any remedies provided in this Package and elsewhere in the Contract, including, but not limited to Paragraph 8.26 (Liquidated Damages) or termination of the Contract as provided in the Contract, for Contractor's failure to comply with related confidentiality and security requirements.

1. Ensure that Servers (authorization and data) and Workstations are sanitized at the end of their useful life. Sanitized as defined herein is the removal of all County or customer data. A record of disposed hardware must be kept for five (5) years after termination or expiration of the Contract. Contractor shall provide a policy that describes the method of disposition of excess and surplus computer equipment.

2. Ensure the use of software protection against malicious software, such as Trojans, worms and viruses, is in place on all computer equipment. This should include, but is not limited to, anti-virus software, spam filtering, spyware/adware blockers, and a formalized plan for the Update of operating system patches.

3. Ensure that the notification process is documented in the event of security breaches involving confidential and sensitive information.

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ATTACHMENT 2-C

SYSTEM HARDWARE

To be created based upon Contractor's Proposal to include a listing of all System Software, Interfaces, reporting software and whatever software Department accesses on the workstation.

SYSTEM HARDWARE

Contractor shall include a listing of all System Hardware in the System. At a minimum, the Hardware should be as follows. Should Contractor need to change specifications, then this can be done with the Contract of both the Contractor and the County Project Manager:

COMPUTER HARDWARE:

Workstation Class Machine such as: Intel® CoreTM 2 Duo Processor E6300 (2MB L2 Cache,1.86GHz,1066)
4 GB513 Dual-Channel DDR27 SDRAM (533MHz, 2 or 4 DIMMs)
300 GB4 Single Serial ATA Hard Drive

Suggested Configuration:
Video: VGA and 1 S-Video
IEEE 1394 - 1 front-panel 6-pin serial connector
USB: 8 Ports (2 Front, 6 Back) + 1 internal
Audio: Audio – six back-panel connectors for line-in, line-out, microphone, rear surround, side surround,
Additional Jacks: 1 front headphone jack and 1 front / 1 back microphone jack
Network: Integrated Ethernet 10/100 network Interface

BAR CODE READER:

Both hand-held and fixed projection

PowerLink user-replaceable cables

Adjustable Stand

Short-range and Long range activation

Flash ROM with Meteor 2 upgrade utility

Supports commonly used Interfaces, including USB

DEBIT CARD TERMINALS:

Proposer shall include the specifications of its proposed Terminals for the required services. County reserves the rights to request changes to the proposed Terminals at time of Contract negotiations.

POINT OF SALE SYSTEM INTERFACE

The selected Contractor shall deliver documentation on how the Department's existing Point of Sale System can Interface with Contractor's System. The Interface should, for this Package, be based on a unique identifier number for each Transaction (customer order) passed to the Point of Sale system in order to track back to the original order. The Department System is a SQL Server 2016 database and custom C# Windows client application that handles all Cashiering functionality. Contractor shall specify the format in which their data is saved and what language it is written in. Contractor shall provide an Application Programming Interface (API) schematic and any data definitions. Department will have the right to review and approve the API and/or format and finalize with the selected Contractor.

STATEMENT OF WORK
PACKAGE 3 – CARD NOT PRESENT TRANSACTIONS

1. SCOPE OF WORK

This Package and all attachments hereto (collectively, this "Package") describes the project information for Card Not Present Transactions. County's expectation is that the resultant Contractor must have the capability to process at least five hundred fifty (550) - Card Not Present Transactions per day (estimate is based upon current Card Not Present Transaction volume data for Real Property Records via phone and facsimile, and raw transaction current volume data for mail orders set forth in Exhibit B (Pricing Schedule) and meet all service levels set forth in this Package. The number of Card Not Present Transactions per day is an expectation and does not guarantee a certain amount of business. During the term of this Contract, Contractor shall ensure its capacity to process increasing volumes on Card Not Present Transactions while maintaining all the service level as specified in this Package.

The Contractor shall provide all applicable services, software, hardware, equipment, labor, materials, and supplies (except paper) necessary to provide all Work described under this Package, including accepting and processing the Card payments described in this Package, and shall charge a Transaction Fee to customers under this Package for each Transaction. No other amounts will be due and payable to the Contractor for performing the Work under this Package.

Contractor responsibilities with respect to this Package include, but are not limited to: (i) providing a System for accepting Card payment at Department headquarters for record orders taken by Department staff via telephone and fax; (ii) providing Operations Services and Maintenance and Support Services as described in this Package; (iii) providing a secure point-to-point data communication circuit (minimum 250 Mbps) from Contractor to Department; (iv) arranging for expedited mail services when customers select this option; (v) providing the level of System security described in this Package; (vi) collecting of all fees; (vii) remitting to the County the Department Fees in accordance with Paragraph 5.0 (Contract Fees and Payments), sub-paragraph 5.3 in the body of the Contract; (viii) assuming all risk of chargebacks and/or other Card adjustments.

Contractor may provide innovative concepts, approach, methodology and work plans. The County's intent is to procure a System which best satisfies all requirements described in this Package, while fully realizing that any one System may not meet all of the desired requirements in its current form. It is acceptable to present alternative approaches to satisfy the County's requirements in providing the System.

Contractor shall complete and deliver all software, hardware, other goods, maintenance and support services, and related project management to accomplish

all of the Tasks set forth in this Package, including completion and delivery of the System for this Package to the County's Project Director's satisfaction. The System for this Package must operate in accordance with the requirements set forth in Attachments 3-A (Functional Requirements) and Attachment 3-B (Business Requirements) to this Package, the other Specifications, and otherwise with this Contract. Unless otherwise expressly stated, all Work described in this Package or the Contract shall be performed by Contractor and Contractor shall be fully responsible for said performance.

Contractor shall use standard Department software set forth below when preparing Deliverables. Contractor shall provide Deliverables, which are to be delivered in a file format, in a format which is importable to the following standard Department software:

- Microsoft Word .docx
- Microsoft Project .mppx
- Microsoft Excel.xlsx
- Portable Document Format.pdf

2. TASKS AND DELIVERABLES

The following Tasks, and associated subtasks and Deliverables, shall be addressed in the Project Plan prepared pursuant to Task 1:

TASK 1 - PROJECT PLANNING AND MANAGEMENT

SUBTASK 1.1: KICK-OFF MEETING

County will schedule a kickoff meeting with Contractor to occur within seven (7) business days of the Effective Date of the Contract to discuss and modify as necessary the initial Project Plan.

Subtask 1.1 Deliverable:

Kickoff meeting within seven (7) business days of the Effective Date of the Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.2: REVISED PROJECT PLAN

(a) Contractor shall prepare a Project Plan (the "Plan") which shall be a comprehensive and detailed plan for the System implementation consistent with this Package that includes the following areas:

- Planning and Direction to include timeline of six (6) months to complete the Plan.
- Staffing and Team Management with roles and responsibilities
- Compliance with Data Security Guidelines
- Incorporating County's business processes, security and technical requirements as stated in this Package

(b) The Plan shall include the following:

1. A full organizational chart detailing staff by classification and assignment, including the name of Contractor's Project Manager or alternate management staff that will be assigned full-time to this project. Alternate management staff shall possess at least two (2) years experience in performing similar services. County must have access to Contractor's Project Manager and alternate management staff during normal business hours, Monday through Friday (except County holidays), 8:00 a.m. to 5:00 p.m., Pacific Time. In addition, provide the escalation procedures and guidelines to be used by the County, as needed.

2. A list of Contractor staff who will be assigned to provide on-site support for the following areas: a) Operations Services; b) Maintenance and Support Services. Include a short description of duties and responsibilities for each staff member.

3. A list of Contractor's milestones, Tasks and subtasks required to successfully complete and deliver on time the System including the System Software, System Hardware and/or Services for this Package. Include a Gantt chart that lists all tasks, start and end dates, responsibilities, assignments, and dependencies. At a minimum, all of the Tasks, subtasks, and Deliverables in this Package, the Contract, and any Amendments shall be included in the list.

4. A list of Tasks and subtasks to be completed by County as requested by Contractor after review and approval by County's Project Director.

5. Without limiting Paragraph 8.40 (Subcontracting) in the body of the Contract, a list of Subcontractors that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that will be provided by Subcontractor(s).

6. Plan to incorporate County's business processes, security and technical requirements.

Subtask 1.2 Deliverables:

Plan that includes a schedule of individualized tasks, subtasks, and Deliverables, and other resource planning activities as described in Subtask 1.2 (Revised Project Plan).

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.3: FINAL PROJECT PLAN

Contractor shall submit the completed Plan, including attachments defined in this Package, and submit to County within five (5) business days of kickoff meeting.

(a) County will review the Plan and submit changes to Contractor within five (5) days of receipt. Thereafter, Updates to the Plan based on the weekly reports will be reviewed and approved by County.

(b) Contractor shall review the changes requested by County and be prepared to reject or approve the changes within forty-eight (48) hours.

(c) County shall have final approval of the Plan. County will monitor/oversee Contractor's progress based on the approved Plan.

(d) Updates to the Plan based on the weekly Project Status Reports delivered under Subtask 1.4 (Project Management – Implementation) will be reviewed and approved by County and, once approved, will be deemed to be included in the Plan originally approved under this Subtask 1.3 (Final Project Plan).

Subtask 1.3 Deliverable:

Final Project Plan for the implementation of the System.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.4: PROJECT MANAGEMENT - IMPLEMENTATION

1.4.1 During the implementation process, Contractor shall be required to manage project activities and resources and track project status. This shall include identifying, managing and tracking all issues. Contractor shall report project status on a weekly basis through a Project Status Report. The Project Status Report shall be presented to the County's Project Director and County's Project Manager. The report shall cover, at a minimum, project progress against the Plan, plans, and outstanding issues. It shall also include any proposed updates to the Plan.

1.4.2 Contractor shall create a System that meets all expectations set forth in this Contract, including the Specifications. Contractor shall be responsible for each step of the System's implementation process and provide an extensive quality assurance process to ensure quality is being met. Department will assist Contractor's Quality Assurance (QA) team member by reviewing and testing System through each step of the process. Contractor will provide the results to County's Project Director through a Project Status Report on a weekly basis throughout the project implementation. Contractor shall notify County's Project Manager within 24 hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Manager may request a meeting as deemed necessary with Contractor's Project Manager. This Subtask is in addition to the review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) in the Contract.

1.4.3 Contractor shall provide a quality control plan to document the processes, practices and procedures to be used in order to measure the adherence to requirements during implementation. This plan shall be utilized during the implementation process and reviewed on an agreed-upon basis.

Subtask 1.4 Deliverables:

Weekly Project Status Reports that cover project progress against the Plan, plans, outstanding issues and any approved updates to the Plan.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.4 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.5: PROJECT MANAGEMENT - POST IMPLEMENTATION SUPPORT

Commencing after the implementation process and continuing throughout the remainder of the Term of the Contract, Contractor shall provide ongoing project management support to include managing and tracking all issues related to Operations Services and Maintenance and Support Services, including any failure of the System, including the System Software, System Hardware and/or Services to perform in accordance with the Specifications, and otherwise with this Contract.

In addition, Contractor shall be responsible to monitor the quality assurance platform. Department may assist Contractor's QA team to ensure quality is being met by reviewing and testing System. Contractor will provide the results to County's Project Director through a Project Status Report on a monthly basis. Contractor shall notify County's Project Manager within twenty-four (24) hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week from notification. County's Project Manager may request a meeting as deemed necessary. This Subtask is in addition to the review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

Subtask 1.5 Deliverable:

1.5.1 Monthly Project Status Reports for ongoing project management to report any operational, quality assurance and maintenance and support issues.

1.5.2 Weekly status reports on any issues addressed and resolution provided.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.5 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.6: QUALITY CONTROL

The Contractor shall be required to establish and utilize a comprehensive quality control plan (the "Control Plan") to assure the County a consistently high level of service throughout the Term of the Contract. The Control Plan shall be submitted to the County's Project Manager for review. The Control Plan shall include, but not be limited to, the following:

1.6.1 An inspection system covering all Services listed in Exhibit A (Statements of Work, Attachment 3 (Performance Requirements Summary (PRS) Chart) of the Contract. It must specify the activities to be inspected on both scheduled

or unscheduled basis, frequency of inspections and the title of the individual(s) who will perform the inspection.

1.6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and correction.

1.6.3 A method of ensuring uninterrupted service to Department's customers in the event of a strike of the Contractor's employees or any other unusual occurrence (e.g. power loss) which would result in the Contractor being unable to perform the Work.

Subtask 1.6 Deliverable:

Control Plan established to ensure quality and continuity of Service.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.6 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 2 - SYSTEM ANALYSIS AND SITE ASSESSMENT

SUBTASK 2.1: FUNCTIONAL ANALYSIS

In this Task, Contractor shall work with Department's staff to review and validate documented requirements as specified in Attachment 3-A (Functional Requirements) and Attachment 3-B (Business Requirements) to this Package. Contractor, for the System implementation shall develop a set of detailed project tasks in two steps. The first step documents, at a high level, the customizations necessary for the System to support Department's business requirements, thereby, defining the project scope. The second step defines the method for completing the functional and technical Tasks to support these requirements.

Contractor shall provide an overview of the System functionality (refer to Attachment 3-A to this Package) and subsequent implementation Tasks.

(a) Review business processes: Contractor shall conduct meetings with County's Project Manager and subject matter experts to assess business needs, business processes and recommend changes, as needed.

b) Prototyping sessions: Contractor shall conduct prototyping sessions to demonstrate the capabilities of the proposed System to support the Department's documented business requirements (Attachment 3-B to this

Package). Contractor shall map the Department's requirements and business processes to develop scripts for prototyping.

Subtask 2.1 Deliverable:

2.1.1 Documentation outlining functional analysis on the customizations for the System including Department's business requirements.

2.1.2 A complete prototype of the System that meets all the requirements set forth in the business requirements.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 2.2: TECHNICAL ASSESSMENT

In this task, Contractor shall assess Transaction volumes, and technical platform for implementing the proposed System. This assessment shall be based on the Department's current usage information, Transaction volumes, archival requirements, and growth projections.

Subtask 2.2 Deliverable:

Report on the specifications developed during the Technical Assessment Task. The technical specifications shall include, but not be limited to:

- Schematic drawings to depict the deployment of the technical architecture
- Operations architecture to support:
  - Printing (Ad hoc and Production reports)
  - Security
  - High Availability
  - Data Archiving
  - Backup/Restore
  - Application Development
  - Application Training
  - Application Testing

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the

sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 2.3: AUTHORIZATION AND INTERFACE ASSESSMENT

In this Task, Contractor shall develop the following key Interface strategies to support the System implementation:

a) System Interface Strategy: Contractor shall analyze the Authorization Server Interface requirements and identify the Interfaces that will be developed for implementation. For each Interface the Deliverable shall address the following areas, where applicable, demonstrating how the Interface will meet the requirements of this Contract, including Specifications:

1. Transmission details generated from testing.
2. Customer name and card number
3. System results (Acceptance/Rejection)
4. Response times
5. Link credit payment transaction to Department Point of Sale System
6. Testing

b) Contractor shall analyze how to integrate with Department's existing Point of Sale System (Refer to Attachment 3-E to this Package). Strategy to address, but not be limited to, the following areas where applicable, demonstrating how the Interface will meet the requirements of this Contract, including Specifications:

- Physical assessment of counter/desk space
- Communication/data line assessment
- Interface debit/credit payment transaction to Department's Point of Sale System
- Testing

Subtask 2.3 Deliverable:

2.3.1 Key strategy for System to authorize the Cards.

2.3.2 Integration with Point of Sale System.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 3 - INSTALLATION AND CONFIGURATION FOR SYSTEM SOFTWARE AND SYSTEM HARDWARE

SUBTASK 3.1: INSTALLATION OF AUTHORIZATION SERVER

Contractor shall install and support at the Department headquarters facility in Norwalk, CA, an Authorization Server to communicate with Workstations. The Authorization Server will provide an Authorization to proceed or decline the Card payment. Contractor shall also install software to manage said Server, which must be available twenty-four (24) hours a day, seven (7) days a week as provided in Attachment 3-B (Business Requirements).

The Authorization Server shall be installed and configured using the Contractor's own hardware with installation to take place at a pre-arranged time approved by County, utilizing Contractor's staff with the assistance of Department staff, as approved in advance by County's Project Director.

Subtask 3.1 Deliverables:

Install and support Authorization Server, which has the functionality to perform in accordance with the Specifications and otherwise with this Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.2: INSTALLATION AND CONFIGURATION OF WORKSTATIONS

Fax Machines: Contractor shall install and support two (2) high speed fax machines to accept orders from customers. Contractor shall provide and maintain the communication line necessary for the fax machine and all consumables, with the exception of paper, required by the fax machine. Contractor shall keep one (1) spare fax machine on site, which will ensure less down time and reduce any order backlog.

Subtask 3.2 Deliverables:

Install and configure fax machines which have the functionality described in Attachment 3-A (Functional Requirements) and Attachment 3-B (Business Requirements), including required consumables, land communication lines, to perform in accordance with the Specifications and otherwise with this Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.3: INTERFACE DEVELOPMENT AND INSTALLATION TO POINT OF SALE SYSTEM

Contractor will allow for credit card terminal to Interface with Point of Sale (POS) application developed by Department (see Attachment 3E). The Interface should be standardized and agreed upon by both the Contractor and the Project Director for the Department. The terminal Application Programming Interface (API) will be documented and allow for standard calls by client-server applications.

The Interface shall follow the requirements as set forth under Subtasks 2.1 (Functional Analysis), 2.2 (Technical Assessment) and 2.3 (Authorization and Interface Assessment).

Subtask 3.3 Deliverables:

Complete and document Interface to the Department's existing Point of Sale System, including installation and configuration to set requirements.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.4: DOCUMENTATION

The Contractor shall provide operator's/user's guides and other Documentation for the installation of Authorization Server, Interfaces and Workstations as specified in the other Subtasks to this Task 3 (Installation and Configuration for System Software and System Hardware).

The Contractor shall email a copy (PDF format) of the operator user's guide to County's Project Manager, which may be printed or duplicated by the County as needed.

The Contractor shall provide both updated operator's/user's guide and other System Documentation as specified in Task 3 (Installation and Configuration for System Software and System Hardware) when revisions are made to any part of

the System that materially change the Documentation provided prior to the implementation date of such revisions. Revised Documentation shall be provided to the County prior to any major Updates of the System.

Subtask 3.4 Deliverable:

3.4.1 Complete operator's/user's guides and other Documentation for all subtasks under Task 3 ((Installation and Configuration for System Software and System Hardware)

3.4.2 Updated operator's/user's guides and other Documentation.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.4 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 4 - SECURITY

SUBTASK 4.1: STANDARDS AND GUIDELINES

Contractor and all Work provided by or on behalf of Contractor shall comply with (a) all applicable data security standards and guidelines that may be published from time to time by the Association, any Card Issuer, or any Card processor including the Cardholder Information Security Program (CISP) and Payment Card Industry (PCI) Data Security Standard and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at https://library.municode.com/ca/la_county_-_bos/codes/board_policy and (ii) standards from time to time published by the County's Chief Information Security Officer (CISO) and provided by County's Project Director to Contractor.

Contractor shall be and remain a CISP and PCI certified service provider and be certified by any other Card Issuers, Card processor or Associations that have mandatory security requirements with which Contractor must comply in order to perform the Tasks, Deliverables, goods, Services and other work from time to time under this Contract. Contractor shall prepare and deliver notification to County within seventy-two (72) hours of Contractor's notification of decertification, and a corrective action plan on how to mitigate and fix all issues to reinstate certification. Contractor shall implement each corrective action plan within five (5) business days of notification to County.

Subtask 4.1 Deliverables:

4.1.1 Certified letter of CISP and PCI prior to System's Acceptance and Certification as specified in Subtask 8.3 (System Acceptance Certificate).

4.1.2 Notice within seventy-two (72) hours of Contractor's decertification and corrective action plan.

4.1.3 Corrective action plan within five (5) business days of notification to County.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 4.2: SECURITY RISK AND VULNERABILITY ASSESSMENTS

To validate appropriate security levels, Contractor shall at its own expense, conduct a System security risk and vulnerability assessment and provide a written report of assessment. This assessment is comprised of potential vulnerabilities and risks associated with, but are not limited to the web application, database, server(s), data transmission, stored confidential/sensitive data, etc.

Provide report within five (5) business days of completion of all of Tasks 3.1 (Installation of Authorization Server), 3.2 (Installation and Configuration of Workstations), 3.3 (Interface Development and Installation to Point of Sale System), 4.1 (Standards and Guidelines), 4.2 (Security Risk and Vulnerability Assessments) and 5 (Reports) of this Package. Contractor will conduct annual security assessments and prepare a written report of such assessment that includes components and devices involved in the processing of a transaction end-to-end, and identification of any potential vulnerabilities and risks. The report(s), at a minimum, should depict the gaps between the current and desired state. Additionally, in connection with each security assessment described above, Contractor shall provide County a letter certifying that the System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2 (Acceptance Testing) and annually thereafter on the anniversary of the Effective Date.

Subtask 4.2 Deliverables:

4.2.1 Conduct a System security risks and vulnerabilities assessment and provide a written report of findings.

4.2.2 Provide report within five (5) business days of completion of all of Tasks 3.1 (Installation of Authorization Server), 3.2 (Installation and Configuration of Workstations), 3.3 (Interface Development and Installation to Point of Sale System), 4.1 (Standards and Guidelines), 4.2 (Security Risk and Vulnerability Assessments) and 5 (Reports) of this Package.

4.2.3 Provide annual security assessments and written reports of assessment on the anniversary of Effective Date. The report must include an action plan that addresses the remediation and/or mitigation of all "high-risk" items. The remaining items must be addressed, in terms of the Contractors intention to remediate and/or mitigate, based upon an agreed upon timeframe.

4.2.4 Provide a certified letter that System is CISP and PCI compliant to County issuing the Certificate of Completion for Subtask 8.2 (Acceptance Testing).

4.2.5 Annually thereafter on the anniversary of the Effective Date Contractor shall provide a certified letter that System is CISP and PCI compliant.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 4.3: NOTIFICATION/REPORTS OF SECURITY INCIDENTS

Contractor shall report to County in writing any information security incident within one (1) hour of identification or notification of incident. As used herein, an information security incident means any breach or other incident, which could reasonably compromise the confidentiality, integrity, or availability of any data or other information relating to Cardholders.

Contractor shall additionally provide information security incident reports and assessments for all incidents that may potentially affect County. County shall determine if the incident is a major or minor incident based on criticality: For major incidents, contractor shall provide assessment and notification of corrective or remediating measures taken within two (2) hours and for minor incidents, within twelve (12) hours.

Subtask 4.3 Deliverables:

4.3.1 Report security incidents within one (1) hour of information security incident notification/identification to County's Project Manager.

4.3.2 Provide information security incident reports and assessments of all incidents within timeframe specified to County's Project Manager.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 5 - REPORTS

Contractor shall implement System Software to generate reports that include, but are not limited to, Transaction Summary and Transaction Detail by Workstation, Transaction Summary and Transaction Detail by Location, Total fees by date, Response Time for Transactions, and various accounting reports relating to fees collected, number of copies sold, settlement fees, and items ordered including all Transaction information and Card charge date. In addition, Contractor shall provide Ad hoc reports requested by the County within five (5) business days of receiving the request by County's Project Director. The Contractor shall work with the County to develop the data element and format of the Ad hoc Reports. Reports will be provided, at no cost, to the County. Reports shall be available in both PDF and Excel formats.

Task 5 Deliverables:

5.1 Provide System capability to generate various on demand accounting reports.

5.2 Provide Ad hoc reports to County within five (5) business days of request.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 5 and produce Deliverable 5 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 6 - OPERATIONAL READINESS ASSESSMENT (Technical)

Contractor shall develop a checklist for verifying the readiness of the technical infrastructure for Work to commence on Subtask 8.3 (System Acceptance Certificate) of this Package. Among other items, this checklist will assist Department in confirming the availability of:

- Data back-up and recovery procedures

- Operational roles, staffing and job schedules for daily, weekly, and monthly processes
- Production environment set up and sizing
- Technical infrastructure to support System and Services
- Connectivity of Workstations for all End Users
- Testing Interface
- Reports tested

Contractor shall assist Department's staff in completing the operational checklist and the corrective actions to achieve readiness as defined in the checklist.

Task 6 Deliverable:

Completed checklist for verifying the readiness of the System's operations and technical infrastructure, and assist Department's staff in completing the operational checklist.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 6 and produce Deliverable 6 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 7 - OPERATIONAL READINESS ASSESSMENT (End User)

Contractor shall develop a checklist for verifying the readiness of the Department's End User community for the Work to commence on Subtask 8.3 (System Acceptance Certificate) of this Package. Among other items, this checklist will assist Department in confirming the availability of:

- Updated departmental processes, policies and procedures
- Staff trained in accordance with goals in the End User Training Plan
- Established toll free access telephone number and email address for real time technical support staff
- Integration with Department's Point of Sale System

Task 7 Deliverable:

Provide a completed checklist validating the readiness of the System's End User community.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 7 and produce Deliverable 7 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion

of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 8 - ACCEPTANCE TESTING AND ACCEPTANCE CERTIFICATION

SUBTASK 8.1: ACCEPTANCE TEST PLAN

County will conduct Acceptance Testing with the assistance of Contractor on (a) System Software, (b) System as a whole and any portion thereof, (c) any County-approved Updates and (d) any County-requested Custom Programming Modifications. County will determine the components and manner of testing at its sole discretion.

Department will use test scripts, developed by County with input from Contractor to test each functional requirement listed in Attachment 3-A (Functional Requirements) and Attachment 3-B (Business Requirements) in each case, to this Package and any other Specifications for System. Each script shall identify the expected results and performance of each function being tested and Department will determine if the function is being executed correctly. Contractor shall assist Department staff in the development and execution of test scripts and provide information to facilitate completion of System Acceptance Testing.

If County decides to conduct Acceptance Testing, County will develop an Acceptance Test Plan with the assistance of Contractor, which will include, but not be limited to, the following steps:

1. Running tests on System Software and System Hardware

2. Running tests on the Authorization Server response time for providing Card Authorization from the Card Issuer.

3. Conducting a full end-to-end System test and certifying readiness of System for County Acceptance.

Subtask 8.1 Deliverables:

If determined by County, assist County in development of an Acceptance Test Plan (identifying anomalies and taking corrective action.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 8.2: ACCEPTANCE TESTING

If County conducts Acceptance Test with assistance of Contractor based on Acceptance Test Plan (identifying anomalies and taking corrective action.

Subtask 8.2 Deliverable:

If determined by County, assist County in conducting Acceptance Testing based on Acceptance Test Plan.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 8.3: SYSTEM ACCEPTANCE CERTIFICATE

System operates in Production Use for fifteen (15) consecutive days without Deficiencies.

Pursuant to Paragraph 9.16 (System Tests and Acceptance by County) in the body of the Contract, upon County's Project Director's determination of System Acceptance as specified in this SOW, County will issue a written Exhibit L (Deliverable Acceptance Document (DAD)) within thirty (30) days of County's Project Director's determination.

Subtask 8.3 Deliverables:

Contractor's System must operate in Production Use for fifteen (15) consecutive days without Deficiencies prior to obtaining Certificate of Completion.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 9 - MAINTENANCE AND SUPPORT SERVICES

Contractor shall provide Maintenance and Support Services commencing when Work starts on Subtask 8.3 (System Acceptance Certificate).

SUBTASK 9.1: MAINTENANCE AND SUPPORT

9.1.1 Contractor must correct any Deficiencies, at any level of severity, in the System Software, System Hardware and Services including Workstations with dedicated communication/data lines within twenty-four (24) hours of notification by Department.

9.1.2 Contractor shall provide ongoing maintenance as indicated in Paragraph 9.18 (Maintenance and Support Services and Operations Services) of the Contract.

9.1.3 Contractor's Payment processing services must be highly available (99.9%) fully redundant and capable of processing transactions, Monday through Saturday 7:00 a.m. to 8:00 p.m., with the exception of schedule maintenance.

9.1.4 Contractor shall provide Transaction roundtrip processing (request, determination and response) Authorization time which does not exceed seven (7) seconds, with high speed connection (DSL or faster). This is limited to functions within the Contractor's control.

9.1.5 Contractor shall provide written notification to County of scheduled maintenance and Updates that impact System no less than one (1) calendar week prior to commencement for County approval. County reserves the right to approve or disapprove the maintenance scheduled based on Department business needs. County will not unreasonably withhold approval.

9.1.6 Contractor shall perform scheduled maintenance between the hours of 12:00 a.m. and 5:00 a.m., Pacific Time, as required. Updates are not considered maintenance and as needed, Department will schedule time for such services.

9.1.7 Contractor shall provide up-to-date written product Specifications within two (2) business days of every Update and Custom Programming Modification (includes all Contractor's Specifications and other Documentation).

9.1.8 Contractor shall back up County data (including Card information) on a quarterly basis on a mutually agreed upon media with Card number limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations at interval to maintain System recoverability.

9.1.9 Contractor shall provide periodic Updates to System Software as indicated in Paragraph 9.18 (Maintenance and Support Services and

Operations Services) of the Contract. Updates may result from new laws mandated by State or Federal statutes. County may also require Custom Programming Modification to System Software to meet internal needs.

9.1.10 Contractor shall store at least twelve (12) months of live County data encrypted in 256-bit AES before archiving and provide County access to archived data via Compact Disc-Recordable (CD-R) or media mutually agreed upon with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.

9.1.11 Contractor shall store archived data encrypted in 256-bit AES for at least five (5) years from termination or expiration of Contract. At end of such time Contractor, at County's sole discretion, and as permissible by Card Issuer, Card processor and Association Rules and applicable law ,shall return said data. Any changes to the encryption standard used must be agreed upon by both Contractor and the County's Project Manager.

9.1.12 Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.

9.1.13 Toll free telephone number to live technical support staff or via e-mail for assistance with any Contractor owned equipment, including computer, printer, fax machine, phone lines, Express courier/regular mail scanner, software, authentication services, Authorization Server, and specific customizations, Monday through Saturday, 7:00 a.m. to 8:00 p.m., Pacific Time.

9.1.14 Support services and support management for any software required to connect to remote Workstations located at Department.

9.1.15 Notification in writing to County's designated staff regarding unscheduled system outage, component failure, or data loss, no longer than one (1) hour after the incident is identified. Department will determine the severity level of the incident. The response time is as follows:

- Critical or serious production problem shall not exceed thirty (30) minutes
- Others shall not exceed twelve (12) hours

In all circumstances, resolution shall be completed within forty-eight (48) hours after incident is identified.

9.1.16 Reply time to support request emails shall not exceed one (1) hour, Monday through Saturday, between the hours of 7:00 a.m. to 8:00 p.m., Pacific Time. Reply e-mails shall not be automatically generated responses, but should provide custom response to question.

9.1.17 Provide onsite support to repair System Hardware at Department headquarters and district offices during normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m., except on County-recognized holidays.

Subtask 9.1 Deliverables:

Contractor shall provide Maintenance and Support Services outlined in Subtask 9.1 (Maintenance and Support).

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 9 and produce Deliverable 9.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 9.2: CUSTOM PROGRAMMING MODIFICATIONS

As requested by County's Project Director, Contractor shall provide Custom Programming Modifications as needed to update System to meet County's evolving business and/or technical requirements. Each Custom Programming Modification shall be provided, at no cost to the County, in accordance with the following procedure:

1) For each Custom Programming Modification, the requesting Party, County or Contractor, shall submit a written request, Exhibit L (Deliverable Acceptance Document) of the Contract, to the other Party.

2) Contractor shall develop a System Design Report which includes:

   a) Expected implementation duration
   b) Design specification
   c) System impact: database, user Interface, training etc.

3) Contractor shall submit System Design Report to County for review and approval. Upon approval of the System Design Report by County Project Director, Contractor shall develop a Project Plan in accordance with Task 1 (Project Planning and Management).

4) At the sole option of County's Project Director, each System component shall be subject to Acceptance Testing. Contractor shall assist in developing test plans and conducting Acceptance Tests.

Subtask 9.2 Deliverables:

9.2.1 Develop and submit a System Design Report for requested Custom Programming Modification.

9.2.2 Develop a Project Plan for the completion of approved Custom Programming Modification.

9.2.3 Complete approved Custom Programming Modifications.

9.2.4 If required by County's Project Director, develop test plans and conduct Acceptance Tests.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 9 and produce Deliverable 9.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 10 - TRAINING

SUBTASK 10.1: END USER TRAINING PLAN AND MATERIALS

Contractor shall develop a Training Needs Assessment to identify the Department's training requirements to support its End Users' roles and responsibilities. Based on this assessment, Contractor shall develop the training plan and materials to conduct End User training. End User training shall support the requirement for the skill levels identified in the training strategy developed during Task 1 (Project Planning and Management).

Contractor shall conduct training and supply original training materials including, but not limited to, End User manual and allow Department to reproduce training materials as necessary.

Subtask 10.1 Deliverable:

Training Needs Assessment and a plan and materials for End User training.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 10 and produce Deliverable 10.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified

completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 10.2: ON-SITE TRAINING

Contractor shall conduct on-site training classes, at no cost to the County, to include topics as follows:

- System operations
- System Software
- System Hardware
- Other equipment
- Any third party services

Subtask 10.2 Deliverable:

Conduct onsite training classes to include topics indicated in Subtask 10.2 (On-Site Training).

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 10 and produce Deliverable 10.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 11 - OPERATIONS SERVICES

SUBTASK 11.1: OPERATIONS

Contractor shall provide Operations Services commencing when Work starts on Subtask 8.2 to work with Department's staff to monitor the System processing in the Department's production environment. Operation Services are specified in Attachment 3-B (Business Requirements) to this Package.

Subtask 11.1 Deliverable:

Provide Operations Services the business process as specified in Attachment 3-B (Business Requirements)

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 11 and produce Deliverable 11.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the

sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 11.2: ADDITIONAL TRAINING

Contractor shall, at no cost to County, provide additional training as County's Project Director determines to be necessary to adequately train End Users. During the term of the Contract, additional training may occur if there are significant changes to processing procedures. County anticipates no more than ten (10) End Users to receive additional training. The Contractor shall provide additional in person training within five (5) business days from request.

Subtask 11.2 Deliverable:

Provide additional in person training classes within five (5) days of County request with same deliverables as listed in Task 10 (Training).

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 11 and produce Deliverable 11.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

3. PERIOD OF PERFORMANCE

The Contractor's schedule is comprised of Tasks 1 through 11 specified in this Package. All Tasks shall be performed and accomplished independently. The Contractor shall consult with the County's Project Manager to ascertain and verify the requirements for each Task of the project. The Contractor shall provide all goods, materials, supplies, and services within the specified time determined in Task 1 (Project Planning and Management) and meet all requirements and standards herein specified before any written approval shall be given by the County.

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FUNCTIONAL REQUIREMENTS

LEGEND:

A = Functionality available out of the box
B = Functionality requires customization
C = Functionality requires third party product(s)
D = Functionality not available

The System function requirements are as follows. Proposers must provide a response to each of the following requirements utilizing the legend on the last page of this section.

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
1.	System complies to all applicable security standards and guidelines that may be published from time to time by the Association, any Card Issuer, or any Card processor including the CISP and PCI Data Security Standard.		
2.	System complies with all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at https://library.municode.com/ca/la_county_-_bos/codes/board_policy.		
3.	System encrypts data 256-bit AES when transmitting to Contractor and de-encrypting upon receipt by Contractor.		
4.	System encrypts data 256-bit AES when transmitting from Contractor and de-encrypting upon receipt by intended recipient (i.e. Department).		
5.	System is operational Monday through Saturday between the hours of 7:00 a.m. to 8:00 p.m.		
6.	System can generate bar code mailing labels for expedited mail service.		
7.	Authorization Server provides Authorization for Card orders submitted by fax, telephone and mail.		
8.	System can generate customized reports on any or all Transactions daily and as needed.		
9.	System can calculate amounts due County and service providers and generate payments via ACH. (Refer to Attachment 3-B, Section 3 and 4)		
10.	System retains and makes accessible as needed all Transaction information for the preceding 12 months.		

FUNCTIONAL REQUIREMENTS

LEGEND:

A = Functionality available out of the box
B = Functionality requires customization
C = Functionality requires third party product(s)
D = Functionality not available

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
11.	System is protected against malicious software, such as Trojans, worms and viruses. Some software methods for prevention are, including but not limited to, anti-virus software, spam filtering, and spyware/adware blockers.		
12.	System shall Interface with Department's Point of Sale System as described in Attachment 3-E)		
13.	System authorizes and processes payments in accordance with applicable Association Rules, Card Issuer rules and regulations, Card Processor rules and regulations		
14.	Regardless of Contractor's other customer's processing needs by the System, System must have the ability to handle at a minimum 550 Transactions per day for Department while meeting the Specifications.		

BUSINESS REQUIREMENTS

SECTION 1 – CARD PROCESSING

Contractor shall provide Authorization Server and web-based application and/or software to process Card payments for orders received over telephone, fax and mail:

Contractor shall generate a daily settlement report to determine the amount of reimbursement of Department's Fees for the orders processed via telephone, fax and mail. Process Authorization and deliver ACH payment once per day, per section through Authorization Server.

1.1 Overview of Business Processing:

1.1.1 Telephone Orders:

- Customer calls into Department office to request copies of Real Property or Fictitious Business Records and requests to pay by Card.
- Department staff does a cursory search to see if we have the document or if it is available for copies.
- If document is available, staff informs customer of total due.
- If customer request to pay by Card, customer is advised of the Transaction Fee. If customer agrees, staff obtains Card number from the customer over the telephone and confirms order. If expedited mail service is requested, charge is additionally added to the total.
- Staff determines the amount of the order and requests approval through the Authorization Server via the web-based application and/or software.
- Department staff prepares order for mailing (if expedited mailing option is selected, using packing materials and mailing labels provided by Contractor).
- Contractor arranges for pick up by applicable expedited mail carriers of all orders for which customers selected expedited mailing options.
- Contractor shall remit Department Fees as specified in Paragraph 5.3 in the body of the Contract.

1.1.2 Mail:

- Customer mails in request for Vital Records, or Real Property Records copies or documents to be recorded.
- Department staff reviews request or documents for acceptability.
- Department staff determines amount of the order by referencing Department Fees posted on the web page and/or hard copy informational sheets and requests authorization.
- Contractor shall remit Department Fees as specified in Paragraph 5.3 in the body of the Contract.
- Staff processes the order through the internal system.
- Copies and or recordings are processed through the normal process.

- Department staff prepare order for mailing (if expedited mailing option is selected, using packing materials and mailing labels provided by Contractor).
- Contractor arranges for pick up by applicable expedited mail carriers of all orders for which customers selected expedited mailing options

1.1.3 Fax:

- Customer faxes in request for Real Property or Fictitious Business Records copies.
- Department staff reviews request or documents for acceptability.
- Department staff determines amount of the order by referencing Department Fees posted on the web page and/or hard copy informational sheets and requests authorization via the web-based application and/or software.
- Contractor shall remit Department Fees as specified in Paragraph 5.3 in the body of the Contract.
- Staff processes the order through the internal system.
- Copies and or recordings are processed through the normal process.
- Department staff prepare order for mailing (if expedited mailing option is selected, using packing materials and mailing labels provided by Contractor).
- Contractor arranges for pick up by applicable expedited mail carriers of all orders for which customers selected expedited mailing options.

1.2 Contractor shall provide a System to accept and process Card payment for record orders in accordance with Association Rules, Card Issuer rules and regulations, Card processor rules and regulations. System shall have the capability to:

- Accept and transmit the Card information through the web-based application and/or software.
- Process request and respond to Department with authorization or decline Card within seven (7) seconds of request.
- Generate an ACH for Department Fees for all authorized Card Transactions once per day, per section in accordance with Paragraph 5.3 in the body of Contract.
- Provide daily settlement report to confirm the total amount of Department's Fees for the processed copies of records.
- Store 12 months of Transaction data in active file.
- Maintain five (5) years of archived Transaction data.

1.3 Data Retention:

Contractor must retain the following information in an encrypted format of 256-bit AES acceptable to Department in readily accessible computerized system for at least 12 months:

- Cardholder Name
- Card authorization code
- Terminal transaction number
- Fee amounts

Contractor shall additionally retain such other information (a) as Contractor deems necessary to dispute chargebacks or other Card adjustments and/or (b) as is required to comply with applicable laws, Association Rules, Card Issuer rules and regulations and/or Card processor rules and regulations.

SECTION 2 - PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

At Contractor's expense, Contractor shall schedule an annual external audit to be conducted by reputable 3rd party audit company to illustrate annual CISP and PCI Data Security Standard compliance. Contractor shall then provide County a letter no later than 30 days after receipt of audit findings, certifying as to the date of such findings and as to whether it passed or failed. As appropriate, Department is requesting findings from any internal audit or third party including non-County client required audits, hired audit/testing vendors and VISA/MC required audits.

SECTION 3 – DELIVERY SERVICES

Contractor shall be responsible for the expedited mail services of all orders and shall:

3.1 Arrange for the expedited mail services to pick up between 2:00 and 4:00 PM, Pacific Time, each business day at the Department headquarters in Norwalk, CA.

3.2 Provide the Department with packing materials and pre-printed delivery labels containing the Department return address and Contractor's third-party billing number for expedited mail service delivery.

3.3 Provide the mailing information on bar code label to be used in conjunction with window envelopes. Department requires System generated bar code labels so that Department staff can scan the bar code with Contractor provided bar code reader to capture the information on the out-going order directly into the Department database to close out that particular order.

3.4 Assume full responsibility and guarantee payment of delivery fees to mail service providers on all orders processed through the Contractor's System.

SECTION 4 – FEES AND PAYMENTS

Contractor shall be responsible for the collection of all fees and payments from customers and settlement of Department's Fees (refer to Appendix C, Technical Exhibit 2) in accordance with Paragraph 5.3 in the body of the Contract. Contractor shall:

BUSINESS REQUIREMENTS

4.1 Provide Card Payment acceptance and payment authorization services to customers, pursuant to the Contract requirements and applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.

4.2 Accept payment for charges from the customer using major credit/charge cards, including Visa, MasterCard, American Express and Discover pursuant to the Contract requirements and Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.

4.3 Accept full responsibility for Transaction settlement, inquiries, charge backs, rejected charges/returns and adjustments for insufficient funds.

4.4 Provide daily Transaction reports for daily accounting and reconciliation.

4.5 Generate ACH of Department Fees in accordance with Paragraph 5.3 in the body of the Contract.

4.6 Contractor shall process full and partial refunds (including, without limitation, those described in Section 5.3 of this Attachment 3-B) card credit adjustments, retrieval requests, chargebacks, and refunds within the times required by the Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.

SECTION 5 – COUNTY RESPONSIBILITIES

5.1 County will process all requests received from Contractor for which County is able to locate records. All requests for which County is unable to locate records will be referred to appropriate Department section to notify customer.

5.2 County will make available for pick up by Contractor's arranged expedited mail courier all located records using Contractor generated mailing label for expedited mail service, if requested by customer.

5.3 County will inform Contractor of any errors or necessary credit adjustments within 24 hours pursuant to mutually agreed upon procedures. For example, if a customer requests three copies of birth certificate and that certificate is not available (sealed due to adoption, etc.) Department keeps the fee equivalent to one copy and the Contractor would need to adjust the remainder. If the person requested expedited mail service, the Contractor would need to adjust credits that portion as well.

SECTION 6 – CONFIDENTIAL PROTOCOLS

Contractor shall comply with Paragraph 7.7 (Confidentiality) in the body of the Contract and shall implement confidentiality, security and other related requirements of this Package and elsewhere in the Contract and the following protocols to ensure customer personal information is kept secure and confidential. County shall seek any remedies

provided in this Package and elsewhere in the Contract, including, but not limited to Paragraph 18.24 (Liquidated Damages) or termination of the Contract as provided in the Contract for Contractor's failure to comply with related confidentiality and security requirements.

1. Ensure encryption on transmitted and archived data.

2. Ensure that servers (authorization and data) and workstations are sanitized at the end of their useful life. Sanitized as defined herein is the removal of all County or customer data. A record of disposed hardware must be kept for five (5) years after termination or expiration of the Contract. Contractor shall provide a policy that describes the method of disposition of excess and surplus computer equipment.

3. Ensure the use of software protection against malicious software, such as Trojans, worms and viruses, is in place on all computer equipment. This should include, but is not limited to, anti-virus software, spam filtering, spyware/adware blockers, and a formalized plan for the update of operating system patches.

4. Ensure that the notification process is documented in the event of security breaches involving confidential and sensitive information.

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SYSTEM SOFTWARE

To be created to include a listing of all System Software, Interfaces, reporting software and whatever software Department accesses on the workstation.

SYSTEM HARDWARE

Contractor shall include a listing of all System Hardware in the System. At a minimum, the Hardware should be as follows. Should Contractor need to change specifications, this can be done with the Contract of both the Contractor and the County Project Manager:

COMPUTER HARDWARE:

Workstation Class Machine such as: Intel® CoreTM 2 Duo Processor E6300 (2MB L2 Cache,1.86GHz,1066)
4 GB513 Dual-Channel DDR27 SDRAM (533MHz, 2 or 4 DIMMs)
300 GB4 Single Serial ATA Hard Drive

Suggested Configuration:
Video: VGA and 1 S-Video
IEEE 1394 - 1 front-panel 6-pin serial connector
USB: 8 Ports (2 Front, 6 Back) + 1 internal
Audio: Audio – six back-panel connectors for line-in, line-out, microphone, rear surround, side surround,
Additional Jacks: 1 front headphone jack and 1 front / 1 back microphone jack
Network: Integrated Ethernet
Integrated 10/100 network Interface

BAR CODE READER:

Both hand-held and fixed projection
PowerLink user-replaceable cables
Adjustable Stand
Short-range and Long-range activation
Flash ROM with Meteor 2 upgrade utility
Supports commonly used Interfaces, including USB

AUTHORIZATION SERVER:

Server-Class Machine such as HP ProLiant ML570 G4 3.4GHz High Performance Rack Server HP ProLiant ML570 G4 High Performance Rack Server

Suggested configuration:
2 Dual-Core 64-bit Intel(r) Xeon(r) Processors 7140M (3.40GHz, 150 Watts, 800MHz FSB, 16MB L3 Cache)
RAID memory (requires 4 memory boards configured alike) 1st memory board 8GB Total REG PC2-3200 (4x2GB)
2-Rank memory Redundant Memory Board 8GB Total REG PC2-3200 (4x2GB)
2-Rank memory HP Smart Array P600/512 controller
3-HP 72GB Hot Plug 2.5 SAS 15,000 rpm Hard Drive Dual 910/1300W hot plug power supplies Redundant hot plug fans HP Dual embedded NC371i Multi-function Gigabit network adapter SlimLine DVD-ROM Drive (8x/24x)

POINT OF SALE SYSTEM INTERFACE

The selected Contractor shall deliver documentation on how the Department's existing Point of Sale System can Interface with Contractor's System. The Interface should, for this Package, be based on a unique identifier number for each Transaction (customer order) passed to the Point of Sale system in order to track back to the original order. The Department System is a SQL 2016 database and custom C# Windows client application that handles all Cashiering functionality. Contractor shall specify the format in which its data is saved and what language it is written in. Contractor shall provide an Application Programming Interface (API) schematic and any data definitions. Department will have the right to review and approve the API and or format and finalize with the selected Contractor.

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY _____

Date: Click or tap here to enter text.		**Contractor Response Received:** Click or tap here to enter text.
Contractor: Click or tap here to enter text.	**Contract No.** Click or tap here to enter text.	**County's Project Manager:** Click or tap here to enter text.
Contact Person: Click or tap here to enter text.	**Telephone:** Click or tap here to enter text.	**County's Project Manager Signature:**
Email: Click or tap here to enter text.		**Email:** Click or tap here to enter text.

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the County personnel identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

***Use additional sheets if necessary**

	Click or tap here to enter text.
Contractor's Representative Signature	***Date Signed***

Additional Comments: Click or tap here to enter text.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7.0 - Administration of Contract -Contractor	Contractor must notify the County in writing of any changes to information on Exhibit E (Contractor's Administration).	Inspection and Observation	$50 per occurrence.
Contract: Sub-paragraph 8.38 - Record Retention and Inspection-Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	$10,000 per occurrence or the maximum fine assessed by any applicable Card Issuer, Association or PIN Debit Network, plus refund of any other damages or loss of any kind of nature sustained.
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor must obtain County's written approval prior to subcontracting any work.	Inspection and Observation	$500 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 4.1 - Monthly Meetings	Contractor's representative to attend monthly meeting.	Attendance	$50 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan)	Contractor shall submit a Quality Assurance Plan on not less than an annual basis following Contract award.	Report Submission.	$500 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.1	Contractor's attend all meetings.	Attendance/Observation.	$50 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan), Sub-Section 5.2	Contractor shall acknowledge reported discrepancies or present contrary evidence to County Project Monitor within three workdays upon receipt of a formal Contract Discrepancy Report.	Inspection/Discrepancy Report.	$100 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.2	Contractor shall submit a plan for correction of all deficiencies identified in Contract Discrepancy Report to County Project Monitor within three (3) work days.	Inspection/Discrepancy Report.	$100 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.2	Contractor shall resolve discrepancy within five (5) business days after notification or a time period mutually agreed upon by County and Contractor.	Inspection/Discrepancy Report.	$100 per occurrence.

SOW: Section 7.0 (Responsibilities), Sub-section 7.2.1	Contractor's Project Manager and alternate shall be available and accessible to Department via telephone on a twenty-four (24) hour per day basis.	Observation.	$50 per occurrence.
SOW: Section 7.0 (Responsibilities), Sub-section 7.2.1	Contractor shall provide a designated alternate to act as Project Manager in the event Project Manager is not available by phone or e-mail on a twenty-four (24) hour per day basis.	Inspection/Observation.	$100 per day.
SOW: Section 7.0 (Responsibilities), Sub-section 7.4	Contractor shall ensure employees assigned to County facilities are appropriately identified.	Inspection/Observation.	$100 per occurrence.
SOW: Section 8.0 (Work Schedules), Sub-section 8.1	Contractor shall submit revised schedules within three (3) workdays prior to scheduled work.	Inspection/Observation.	$100 per day.
SOW: Section 9.0 (Unscheduled Work), Sub section 9.2	Contractor shall prepare and submit a written description (including labor and materials estimate) priorto performing any unscheduled work.	Inspection.	$100 per day.
SOW: Packages 1, 2, and 3: Task 4 (Security), Subtask 4.1 (Standards and Guidelines)	Contractor to remain a CISP and PCI certified service provider and if necessary, provide within seventy-two (72) hours notification of decertification with a corrective action plan.	-Annual 3rd party PCI security audit assessment report. -Quarterly Contractor self- reporting to include status of security compliance. -County observation of compliance to security certification from Associations.	$10,000 per every thirty (30) days until recertification obtained or the maximum fine assessed by any applicable Card Issuer, Association or PIN Debit Network, plus refund of any other damages or loss of any kind of nature sustained during then non-certification period.
SOW: Packages 1, 2, and 3: Task 4 (Security), Subtask 4.1 (Standards and Guidelines)	Contractor to remain a CISP and PCI certified service provider and if necessary, provide within seventy-two (72) hours notification of decertification with a corrective action plan.	-Annual 3ra Party PCI security audit assessment report. -Quarterly Contractor self- reporting to include status of security compliance. -County observation of compliance to security certification from Associations.	$10,000 per every 30 days until recertification obtained or the maximum fine assessed by any applicable Card Issuer, Association or PIN Debit Network, plus refund of any other damages or loss of any kind of nature sustained during then non-certification period.
SOW: Package 1: Task 4 (Security), Subtask 4.2 (File Transfer and Online Transactions)	Contractor maintains minimum of File Transfer Protocol file encryption of 256-bit AES and transactions are protected by public-key encryption utilizing Secure	-Upon County's request Contractor shall provide evidence of Contractor's ability to decrypt file available.	Suspend Contractor's services and $10,000 per business day until service level restored.

	Socket Layer Internet Security Protocol.	-County observation of maintenance of 256-bit AES SSL encryption.	
SOW: Package 1: Task 4 (Security), Subtask 4.2 (File Transfer and Online Transactions)	Contractor to maintain SSL certificate for all Contractor hosted applications and all County hosted or housed applications which are maintained by Contractor.	-Evidence of certificates upon County's request. -County's inspection and observation.	$10,000 per each business day that digital certificate not produced.
SOW: Package 1: Task 4 (Security), Package 1: Subtask 4.4 (Notification/ Reports of Security Incidents)	Contractor provides written security incident reports and assessments of all incidents within timeframe specified in each Package.	Inspection/Observation.	$1,000 per occurrence.
SOW: Packages 2 and 3: Task 4 (Security), Subtasks 4.3 (Notification /Reports of Security Incidents)	Contractor provides written security incident reports and assessments of all incidents within timeframe specified in each Package.	Inspection/Observation.	$1,000 per occurrence.
SOW: Package 1: Task 4 (Security), Subtask 4.4 (Notification/ Reports of Security Incidents) SOW: Packages 2 and 3: Task 4 (Security), Subtasks 4.3 (Notification/ Reports of Security Incidents)	Contractor shall provide County a letter which certifies the System is CISP, DISC, EMV, PCI, and SOP compliant prior to County issuing the Certificate of Completion for Subtask 8.2 (Acceptance Testing) and annually thereafter on the anniversary of the effective date.	Evidence of letter.	$50 or $100 per day until letter is provided.
SOW: Packages 1, 2, and 3: Task 9 (Maintenance and Support Services), Subtask 9.1.1	Contractor corrects Deficiencies within timeframe specified in each Package.	Inspection/Observation.	$1,000 per occurrence.
SOW: Package 1: Task 9 (Maintenance and Support Services), Subtask 9.1.3	Contractor shall maintain the Payment processing services at a highly available (99.9%) fully redundant and capable of processing transactions twenty-four (24) hours per day, 365/366 days a year, with the exception of schedule maintenance.	-Contractor provides self- reporting, which provides System, processor and application utilization statistics. - County observation of production card processing transaction System uptime.	$10,000 per occurrence.
SOW: Packages 2 and 3: Task 9 (Maintenance and Support Services) Subtask 9.1.3	Contractor shall maintain the Payment processing services at a highly available (99.9%) fully redundant and capable of processing transactions during business hours Monday through Friday 7:00 A.M. to 8:00 P.M. PT, with the exception of schedule maintenance.	-Contractor provides self-reporting, which provides System, processor and application utilization statistics. -County Observation of production card processing transaction System uptime.	$10,000 per occurrence.
SOW: Packages 1, 2, and 3: Task 9 (Maintenance and Support Services), Subtask 9.1.4	Contractor shall provide Transaction roundtrip processing Authorization time which does not exceed seven (7) seconds response time as specified in each	-Contractor shall provide self-reporting to include Transaction roundtrips.	Failure to correct deficiencies and to sustain compliance, at County's sole discretion, would result in

	Package.	-County observation of Transaction roundtrips.	termination.
SOW: Packages 1, 2, and 3: Task 9 (Maintenance and Support Services), Subtask 9.1.6	Contractor shall provide written notification to County of scheduled maintenance and updates that impact system no less than one (1) calendar week. County reserves the right to approve or disapprove the maintenance scheduled based on Department business needs.	Inspection/Observation.	Delayed schedule maintenance and updates at Contractor's sole expense.
SOW: Packages 1 and 2: Task 9 (Maintenance and Support Services), Subtask 9.1.9	Contractor shall provide up-to-date written product Specifications within two (2) business days of every ·update and Custom Programming Modification.	Inspection/Observation	$1,000 per day occurrence.
SOW: Package 3: Task 9 (Maintenance and Support Services), Subtask 9.1.7	Contractor shall provide up-to-date written product Specifications within two (2) business days of every ·update and Custom Programming Modification.	Inspection/Observation	$1,000 per day occurrence.
SOW: Packages 1 and 2: Task 9 (Maintenance and Support Services), Subtask 9.1.11	Contractor shall back up County data regularly based upon a mutually agreed upon interval to maintain System recoverability.	Inspection/Observation	$100,000 per occurrence where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined by County.
SOW: Package 3: Task 9 (Maintenance and Support Services), Subtask 9.1.8	Contractor shall back up County data regularly based upon a mutually agreed upon interval to maintain System recoverability.	Inspection/Observation	$100,000 per occurrence where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined by County.
SOW: Packages 1 and 2: Task 9 (Maintenance and Support Services), Subtask 9.1.12	Contractor shall store at least twelve (12) months of live County data encrypted in 256-bit AES before archiving and provide County access of archived data.	Inspection/Observation	$100,000 per occurrence where requested data cannot be located an any resulting damage and/or loss of any kind or nature as determined by County.
SOW: Package 3: Task 9 (Maintenance and Support Services), Subtask 9.1.10	Contractor shall store at least twelve (12) months of live County data encrypted in 256-bit AES before archiving and provide County access of archived data.	Inspection/Observation	$100,000 per occurrence where requested data cannot be located an any resulting damage and/or loss of any kind or nature as determined by County.
SOW: Packages 1 and 2: Task 9 (Maintenance and Support Services), Subtask 9.1.14	Contractor shall make live and archived data available to County upon 10 business days of County request for such data.	Inspection/Observation	$1,000 per day where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined

			by County.
SOW: Package 3: Task 9 (Maintenance and Support Services), Subtask 9.1.12	Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data.	Inspection/Observation	$1,000 per day where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined by County.
SOW: Packages 1 and 2: Task 9 (Maintenance and Support Services), Subtask 9.1.15	Toll free access telephone number to real time technical support staff or via e-mail for assistance with any Contractor owned equipment, including, but not limited to, computer, printer, fax machine, Express courier\regular mail scanner, software, authentication server, phone lines, and specific customizations during normal business hours 7:00 A.M. to 8:00 P.M. Pacific Time (PT), Monday through Friday.	Inspection/Observation	$1,000 per day Department is unable to process work due to downtime.
SOW: Package 3: Task 9 (Maintenance and Support Services), Subtask 9.1.13	Toll free access telephone number to real time technical support staff or via e-mail for assistance with any Contractor owned equipment, including, but not limited to, computer, printer, fax machine, Express courier\regular mail scanner, software, authentication server, phone lines, and specific customizations during normal business hours 7:00 A.M. to 8:00 P.M. Pacific Time (PT), Monday through Friday.	Inspection/Observation	$1,000 per day Department is unable to process work due to downtime.
SOW: Packages 1 and 2: Task 9 (Maintenance and Support Services), Subtask 9.1.18	Notification of County designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified and comply with the average wait time as specified for each Package with a Resolution within forty-eight (48) hours after incident is identified.	Notification to County designated staff/Inspection/Observation	$1,000 per day Department is unable to process work due to downtime.
SOW: Package 3: Task 9 (Maintenance and Support Services), Subtask 9.1.15	Notification of County designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified and comply with the average wait time as specified for each Package with a Resolution within forty-eight (48) hours after incident is identified.	Notification to County designated staff/Inspection/Observation	$1,000 per day Department is unable to process work due to downtime.

SOW: Packages 1 and 2: Task 9 (Maintenance and Support Services), Subtask 9.1.19	Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 7:00 A.M. to 8:00 P.M. Pacific Time (PT). Reply e-mails shall not be automatically generated responses, but should provide custom response to question.	Inspection/Observation.	$1,000 per day Department is unable to process work due to downtime.
SOW: Package 3: Task 9 (Maintenance and Support Services), Subtask 9.1.16	Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 7:00 A.M. to 8:00 P.M. Pacific Time (PT). Reply e-mails shall not be automatically generated responses, but should provide custom response to question.	Inspection/Observation.	$1,000 per day Department is unable to process work due to downtime.
SOW: Packages 1, 2, and 3: Task 11 (Operations Services), Subtask 11.2 (Additional Training)	Contractor provides additional training within the five business days of request.	Inspection/Observation.	$1,000 per day until training is provided.
SOW: Packages 1, 2, and 3 (Functional Requirements).	Contractor complies with all functional requirements as specified in each Package.	Inspection/Observation.	$10,000 per occurrence.
SOW: Packages 1, 2, and 3 (Business Requirements).	Contractor complies with all business requirements as specified in each Package.	Inspection/Observation.	$10,000 per occurrence.

PRICING SCHEDULE

Services are offered at no cost to County of Los Angeles. The service fees listed below will be charged to those consumers who choose to utilize the VitalChek service.

Service	Per Transaction Fee
Online Transactions – Package 1	$10.75
Card Present Transactions – Package 2	$1.75
Card Not Present Transactions – Package 3	$1.75

Cost Breakdown

SECTION 1 COST BREAKDOWN FOR ONLINE TRANSACTIONS	
SECTION 2 Connectivity Services- Avg interchange + assessment + processing fees	**SECTION 3** $1.70
SECTION 4 Authentication Services	**SECTION 5** $3.00
SECTION 6 Operational, Financial and Technology Fees:	**SECTION 7** $6.05
SECTION 8 Hardware/Software and related supplies	
SECTION 9 Development and QA	
SECTION 10 24/7 Technical Support	
SECTION 11 Upgrades and Maintenance	
SECTION 12 Communication Lines (phone, fax, DSL)	
SECTION 13 Banking/Reporting	
SECTION 14 24/7 Customer Support	
SECTION 15 Shipping supplies	
SECTION 16 Credits and Refund Inquiries	
SECTION 17 Chargeback Dispute Resolution	
SECTION 18 Document Matching	
SECTION 19 TOTAL	**SECTION 20** $10.75

SECTION 21 COST BREAKDOWN FOR CARD PRESENT TRANSACTIONS	
SECTION 22 Connectivity Services- Avg interchange + assessment + processing fees	**SECTION 23** $0.82
SECTION 24 Operational, Financial, and Technology Fees: **SECTION 25** Hardware/Software and related supplies **SECTION 26** Development and QA **SECTION 27** 24/7 Technical Support **SECTION 28** Upgrades and Maintenance **SECTION 29** Communication Lines **SECTION 30** Banking and Reporting **SECTION 31** 24/7 Customer Support **SECTION 32** Credits and Refunds Inquiries	**SECTION 34** $0.93

SECTION 33 Chargeback Dispute Resolution	
SECTION 35 TOTAL	**SECTION 36** $1.75

SECTION 37 COST BREAKDOWN FOR CARD NOT PRESENT TRANSACTIONS	
SECTION 38 Connectivity Services- Avg interchange + assessment + processing fees	**SECTION 39** $0.82
SECTION 40 Operational, Financial, and Technology Fees: **SECTION 41** Hardware/Software and related supplies **SECTION 42** Development and QA **SECTION 43** 24/7 Technical Support **SECTION 44** Upgrades and Maintenance **SECTION 45** Communication Lines **SECTION 46** Banking and Reporting **SECTION 47** 24/7 Customer Support **SECTION 48** Credits and Refunds Inquiries **SECTION 49** Chargeback Dispute Resolution	**SECTION 50** $0.93
SECTION 51 TOTAL	**SECTION 52** $1.75

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT #24-005: RECORDS PAYMENT AND PROCESSING SYSTEM AND RELATED SERVICES

CONTRACTOR: LEXISNEXIS VITALCHEK, INC.

COUNTY PROJECT DIRECTOR:

Name:

Address:

Telephone:
E-Mail Address:

COUNTY PROJECT MANAGER:

Name:

Address:

Telephone:
E-Mail Address:

COUNTY PROJECT MANAGER:

Name:

Address:

Telephone:
E-Mail Address:

COUNTY CONTRACTS AND GRANTS MANAGER:

Name:

Address:

Telephone:
E-Mail Address:

COUNTY CONTRACTS AND GRANTS ANALYST:

Name:

Address:

Telephone:
E-Mail Address:

COUNTY CONTRACTS AND GRANTS MONITOR:

Name:
Address:

Telephone:
E-Mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACT #25-001: RECORDS PAYMENT AND PROCESSING SYSTEM AND RELATED SERVICES

CONTRACTOR: LEXISNEXIS VITALCHEK NETWORK, INC.

CONTRACTOR'S PROJECT DIRECTOR:

Name:

Address:

Telephone:
Email Address:

CONTRACTOR'S PROJECT MANAGER:

Name:

Address:

Telephone:
Email Address:

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name:

Address:

Telephone:
Email Address:

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

Name:

Address:

Telephone:
Email Address:

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against

disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: Click or tap here to enter text. DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.


THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.
Any fire station. Any hospital. Any time.
1.877.222.9723
BabySafeLA.org
No shame | No blame | No names
21
FIRE STATION
98

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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names

BabySafeLA.org

ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A BETTER CHOICE.
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BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?
Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?
No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

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

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

What happens to the parent or surrendering adult?
Nothing. They may leave at any time after surrendering the baby.

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

If you're unsure of what to do:
You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org
English, Spanish and 140 other languages spoken.

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

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INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.

c. **County Information:** all Data and Information belonging to the County.

d. **Data:** a subset of Information comprised of qualitative or quantitative values.

e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy. "Suspected" or "attempted" incidents shall be defined as incidents following appropriate investigation that are reasonably believed to have impacted customer data.

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 must 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 must 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, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

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

b. **Privacy Program.** The Contractor 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 perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event

less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

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

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor 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

Except as provided under the terms of this contract, 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".

b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor 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") 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 must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

e. **Retention of County Information.** The Contractor 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 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 must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will 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, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must 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 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. 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 shall be under binding obligations to Contractor no less stringent than those 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 this 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 must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security **(**IPSec**)**, at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information 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 the County's Chief 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 this 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 this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor 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 ten (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 that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor 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 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups 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 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements 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 SECURITY AND PRIVACY INCIDENTS; and

f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

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

a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:
Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

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

Departmental Information Security Officer:
Jeremy Keller
Departmental Information Security Officer
12400 Imperial Highway

Norwalk, CA 90650
(562) 462-2445
jkeller@rrcc.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, and

   iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.

   v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.

c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.

e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.

f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information. Such audits and tests as referenced in this section may only be conducted with the approval of both parties. Nothing in this section or elsewhere in this agreement shall be construed as requiring Contractor to disclose information that is protected by a legal privilege or is trade secret or information that would jeopardize the confidentiality obligations Contractor has with other Customers.

Notwithstanding any other provisions in this Contract and 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 negligence, errors, or lack of Information Security or privacy controls or provisions as required herein.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County

will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

a. **Self-Audits.** The Contractor 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 its completion at the County's written request. and under conditions of confidentiality. 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 must be provided at no additional charge to the County.

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

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

to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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

17. CYBER LIABILITY INSURANCE

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

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

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

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.

b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, the Contractor must promptly and without undue delay implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

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

   The Contractor 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 (2) 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 this Contract, the Contractor must promptly notify the County of any available updates, enhancements or newer versions of the SaaS and 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 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. Contractor will provide the SaaS services with no material decrease in level of performance, functionality, features or security of such services.

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. **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. Upon written request by the County, the results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be promptly shared with County's Chief Information Security Officer The County reserves the right to review the full results of the Contractor's audit either in person or via video conference if there are any questions regarding the executive summary provided. The Contractor agrees to provide County with the current audit certifications upon request.

f. **Services Provided by a Subcontractor:**In the event that the Contractor subcontracts services that are outside the ordinary course of its business,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:** Upon County's written request upon the termination of this Contract, the Contractor must promptly without undue delay provide County with a complete, portable, and secure copy of all County Information, including as applicable all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be mutually agreed upon by County and Contractor upon termination.

h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:

   i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;

   ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;

      A. Using its reasonable commercial 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

   iii. Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

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

a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.

b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.

c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).

d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.

e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).

f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

DELIVERABLE ACCEPTANCE DOCUMENT

(Contractor Name and Address)	**TRANSMITTAL DATE**
	CONTRACT NUMBER
	TITLE

FROM: _____ **Contractor's Project Director (Signature Required)**	TO: *County Project Director,* _____

Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Contract (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.

TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Statement of Work)	**DELIVERABLES** (including Deliverable numbers and brief description as set forth in the Statement of Work)

Comments:

Attached hereto is a copy of all supporting documentation required pursuant to the Contract, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.

County Acceptance:

NAME _____ SIGNATURE _____ DATE _____
County's Project Manager

NAME _____ SIGNATURE _____ DATE _____
County's IT Project Manager

NAME _____ SIGNATURE _____ DATE _____
County's Project Director

INVOICE DISCREPANCY REPORT (IDR)

1. ISSUE:
   Today's Date: _____
   Contractor: _____
   Phone Number: _____
   Name: _____
   Date of Subject Invoice: _____
   Invoice Number of Subject Invoice: _____
   Total Value of Subject Invoice: _____
   Disputed Value of Subject Invoice: _____
   Description of Disputed Charges:

   _____
   _____
   _____

2. REVIEWED/SIGNED:
   Signed: _____ Date: _____
   County Project Director (CPD)

3. CONTRACTOR RESPONSE (completed by Contractor's Project Manager):
   Date received from CPD: _____
   Explanation regarding Disputed Charges:

   _____
   _____
   _____

   Corrective Action Taken:

   _____
   _____
   _____

   Signed: _____ Date: _____
   Contractor Project Director

Instructions: CPD: Forward IDR to the Contractor for investigation and response.
Contractor: Must respond to CPD in writing within ten (10) days of receipt of IDR.

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK
CUSTOM PROGRAMMING MODIFICATION REQUEST FORM

This document is used to request and document a custom programming modification and database table updates.

Date _____

Module _____

Requester's Name _____ Phone: _____

Contact Person _____

Modification Type

- ☐ Enhancement
- ☐ Design Clarification
- ☐ Other _____

Modification Description *(Attach other pages if necessary)*

Comments

Modification Approval

Project Manager	Signature	Date
Project Director	Signature	Date

Contractor Approval

Project Director	Signature	Date

Confidential

Background Check Attestation Form

This letter is to acknowledge and attest that all Contractor and approved Subcontractor principals, officers, employees, staff, agents, and contractors (collectively, "Staff") working under Contract #25-001 (*Records Payment and Processing System and Related Services)* will have completed a background check as required.

- Under no circumstance may any Staff perform work under the Contract until they have completed and passed the required Contractor's standard background check.
- All fees associated with the background check shall be at the expense of the Contractor.
- Contractor must maintain background check records for all Staff and subject to applicable laws and Contractor's policies must provide such records to the County for audit purposes, as requested by the County including details provided about the basis for such request.
- No Staff shall perform services under this Contract if the Staff member is on active probation or parole.
- No Staff having access to Los Angeles County ("County") information or records shall have a criminal conviction record or pending criminal charges unless such information has been fully disclosed to the County and utilization of that Staff for this service is approved in writing by the County.
- If a criminal conviction record or pending criminal charge is found, the County will determine, in its sole discretion, whether Staff is unsuitable for the position or work duties required under this Contract (such as certain kinds of criminal activity or a history that has a direct or adverse relationship with specific work duties).
- Contractor must monitor all Staff during the duration of the Contract/work order term, even after the initial background check has been completed. All subsequent arrests or noncompliance with background check requirements for any Staff must be disclosed to the County Project Manager immediately which will be reviewed by the County to determine if there is a job nexus and to take appropriate action as needed.
- If identified by County as being required for certain Services, additional background investigations(s) may be required.

All information collected on Staff has been and will be managed and retained in accordance with all applicable laws and regulations.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to represent this Contractor.

Contractor Name	
Contractor Address	
Name and Title	
Signature	
Date	

DEBARMENT CERTIFICATION

I, _____, on behalf of LexisNexis VitalChek Network, Inc. ("Contractor"), certify that on County Contract #25-001 for Records Payment and Processing System and Related Services:

By checking the boxes, the contractor is certifying that it is not on the following lists below:

☐ Federal Suspended and Debarred Vendors List
https://sam.gov/content/home
Contractor certifies that they are not suspended, excluded or debarred.

☐ State of California Debarred Vendors List
https://www.dir.ca.gov/dlse/debar.html
Contractor certifies that they are not suspended, excluded or debarred.

County reserves the right to monitor federal, state, or local level databases at any time during the Contract to ensure Contractor is deemed responsible.

If Contractor is found to be suspended, excluded or debarred, it may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

Contractor Personnel includes subcontractors (If applicable).

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Name (Print): _____
Title: _____
Signature: _____
Date: _____
Company/Contractor Name: _____

SOLE SOURCE CHECKLIST

Department Name: Department of Registrar-Recorder/County Clerk

☑ New Sole Source Contract

☐ Sole Source Amendment to Existing Contract
Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS **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 "*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* ."
☑	➢ 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.
☐	➢ 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 and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

_____ _____

Chief Executive Office Date

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	2/19/2025
BOARD MEETING DATE	3/11/2025
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	Department of Human Resources (DHR)
SUBJECT	Approval of Writing Evaluation Services Contract
PROGRAM	Strategic Workforce Hiring & Planning, Countywide Talent Assessment Division
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable **If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.**
DEADLINES/ TIME CONSTRAINTS	Current contract expires 4/19/25.
COST & FUNDING	Total cost: Estimated total cost is $305,000 including all extensions. Funding source: Costs incurred are billed to Departments utilizing the services. TERMS (if applicable): The initial term of the contract will be effective March 11, 2025, through March 10, 2028, with two (2) one-year options to extend, for a maximum total Contract term of five (5) years. Explanation: This is a fee-for-service contract and the contractor will only be paid for services provided pursuant to the contract.
PURPOSE OF REQUEST	The purpose of the recommendation is to enable the County of Los Angeles (County) to continue to provide writing evaluation services on an as-needed basis for three (3) years with two (2) additional one-year options for a maximum total of up to five (5) years.
BACKGROUND (include internal/external issues that may exist including any related motions)	DHR administers an estimated 22 Countywide employment examinations with writing proficiency assessments to approximately 1,700 to 2,000 job candidates annually. The number of County exams with a writing proficiency assessment, and the corresponding need for writing evaluation services, has been increasing over the past several years and is expected to continue to increase in future years.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: 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 2 Job Preparation, by investing in writing evaluation services for job preparation opportunities that are a required part of the County's employment examination and talent assessment process.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: •Johan Julin, Assistant Director •(213) 738-2006 •jjulin@hr.lacounty.gov

COUNTY OF LOS ANGELES
DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS
KENNETH HAHN HALL OF ADMINISTRATION
500 W. TEMPLE STREET, ROOM 579 • LOS ANGELES, CALIFORNIA 90012
(213) 974-2406 • FAX (213) 621-0387

BRANCH OFFICE
510 S. VERMONT AVENUE, 12TH FLOOR • LOS ANGELES, CALIFORNIA 90020

LISA M. GARRETT
DIRECTOR OF PERSONNEL

March 11, 2025

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:

APPROVAL OF CONTRACT FOR
WRITING EVALUATION SERVICES WITH COOPERATIVE PERSONNEL SERVICES
(ALL SUPERVISORIAL DISTRICTS - 3 VOTES)

SUBJECT

The Los Angeles County (County) Department of Human Resources (DHR) is requesting the Board of Supervisors (Board) approval and delegated authority to execute a Contract with Cooperative Personnel Services d/b/a CPS HR Consulting (CPS) to provide writing evaluation services for the writing proficiency assessments of various Countywide employment examinations.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the DHR Director of Personnel (Director), or designee, to execute a Contract, substantially similar to Appendix A, with CPS, effective upon execution, for an initial term of three (3) years, and with up to two (2) consecutive one-year options for the provision of writing evaluation services, at an estimated cost of $183,000 for the initial three-year term.

2. Delegate authority to the Director, or designee, to: i) exercise the optional two (2) one-year terms at an annual approximate cost of $61,000 and an approximate total cost of $122,000; and ii) execute amendments to the Contract to add, delete and/or change certain non-substantive terms and conditions, as well as terms and conditions required by the Board or the Chief Executive Office, and to maintain compliance with applicable law, subject to review and approval by County Counsel.

DRAFT

3. Delegate the authority to the Director of Personnel, or designee, to increase the annual contract amount up to ten (10) percent for additional work within the scope of the contract, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHR administers an estimated 22 Countywide employment examinations with writing proficiency assessments between approximately 1,700 to 2,000 job candidates annually. The number of County exams with a writing proficiency assessment, and the corresponding need for writing evaluation services, has been increasing over the past several years and is expected to continue to increase in future years. Board approval of the recommended Contract will enable the County to continue to provide writing evaluation services on an as-needed basis for three (3) years with two (2) additional one-year options for a maximum total of up to five (5) years.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support County's Strategic Plan North Star 1 – Make Investments that Transform Lives, Focus Area Goal B – Employment and sustainable Wages, Strategy 2 Job Preparation, by investing in writing evaluation services for job preparation opportunities that are a required part of the County's employment examination and talent assessment process.

FISCAL IMPACT/FINANCING

The Contract does not guarantee a minimum amount of business, and DHR will only accrue an obligation when work is performed. Services are provided on an as-needed basis. Costs for these Contract services are estimated at $183,000 for the initial three (3) year term and approximately $122,000 if DHR exercises the two (2) one-year options to extend. The total cost of this contract will be approximately $305,000. Expenses incurred are fully offset by billings to County departments utilizing the services. Funding is included in the DHR's FY 2024-25 Final Adopted Budget, and funding for subsequent years will be included in each fiscal year's budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHR has been utilizing CPS for writing evaluation services since March 2014. The services are provided on an as-needed basis and the department has evaluated and determined that the Living Wage Program (County Code Section 2.121) does not apply to the recommended Contract.

This contract with CPS includes all required Board provisions and County Counsel has reviewed and approved Appendix A as to form.

DRAFT

CONTRACTING PROCESS

On June 20, 2024, DHR issued an Invitation for Bids (IFB) for Writing Evaluation Services. The IFB was posted on the County's Contracting website, which sent it to over 100 registered vendors. DHR also notified three vendors that it researched and identified as providers of exam scoring services. CPS was the only vendor that submitted a bid. CPS was determined to be responsive and responsible and is therefore recommended by DHR for a Writing Evaluation Services contract. Upon the Board's approval, the Director, or designee, will execute a contract with CPS substantially similar to the attached Appendix A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow DHR to continue obtaining uninterrupted writing evaluation services that are integral to the County's examination process.

Respectfully submitted,

LISA M. GARRETT
Director of Personnel

LMG:RC:JJ
JAB:WM:gc

Attachment

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

DRAFT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

COOPERATIVE PERSONNEL SERVICES
DBA
CPS HR CONSULTING

FOR
WRITING EVALUATION SERVICES

TABLE OF CONTENTS

PARAGRAPH		PAGE
RECITALS		**1**
1.0	**APPLICABLE DOCUMENTS**	**2**
2.0	**DEFINITIONS**	**2**
2.1	Standard Definitions	2
3.0	**WORK**	**3**
4.0	**TERM OF CONTRACT**	**4**
5.0	**CONTRACT SUM**	**4**
5.1	Total Contract Sum	4
5.2	Written Approval for Reimbursement	4
5.3	Notification of 75% of Total Contract Sum	5
5.4	No Payment for Services Provided Following Expiration-Termination of Contract	5
5.5	Invoices and Payments	5
5.6	Intentionally Omitted	6
5.7	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	6
6.0	**ADMINISTRATION OF CONTRACT – COUNTY**	**6**
6.1	County's Administration	6
6.2	County's Project Director	6
6.3	County's Project Manager	7
6.4	County's Project Monitor	7
7.0	**ADMINISTRATION OF CONTRACT - CONTRACTOR**	**7**
7.1	Contractor's Administration	7
7.2	Contractor's Project Manager	7
7.3	Approval of Contractor's Staff	7
7.4	Intentionally Omitted	8
7.5	Background and Security Investigations	8
7.6	Confidentiality	8
8.0	**STANDARD TERMS AND CONDITIONS**	**9**
8.1	Amendments	9
8.2	Assignment and Delegation/Mergers or Acquisitions	10
8.3	Authorization Warranty	10

TABLE OF CONTENTS

PARAGRAPH		PAGE
8.4	Budget Reductions	11
8.5	Complaints	11
8.6	Compliance with Applicable Laws	11
8.7	Compliance with Civil Rights Laws	12
8.8	Compliance with County's Jury Service Program	13
8.9	Conflict of Interest	14
8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List	14
8.11	Consideration of Hiring GAIN/START Participants	15
8.12	Contractor Responsibility and Debarment	15
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	17
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	17
8.15	County's Quality Assurance Plan	18
8.16	Intentionally Omitted	18
8.17	Employment Eligibility Verification	18
8.18	Counterparts and Electronic Signatures and Representations	18
8.19	Fair Labor Standards	19
8.20	Force Majeure	19
8.21	Governing Law, Jurisdiction, and Venue	20
8.22	Independent Contractor Status	20
8.23	Indemnification	20
8.24	General Provisions for All Insurance Coverage	20
8.25	Insurance Coverage	24
8.26	Liquidated Damages	25
8.27	Most Favored Public Entity	26
8.28	Nondiscrimination and Affirmative Action	26
8.29	Non Exclusivity	28
8.30	Notice of Delays	28
8.31	Notice of Disputes	28

TABLE OF CONTENTS

PARAGRAPH		PAGE
8.32	Notice to Employees Regarding the Federal Earned Income Credit	28
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	28
8.34	Notices	29
8.35	Prohibition Against Inducement or Persuasion	29
8.36	Public Records Act	29
8.37	Publicity	30
8.38	Record Retention and Inspection-Audit Settlement	30
8.39	Recycled Bond Paper	31
8.40	Subcontracting	31
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	32
8.42	Termination for Convenience	33
8.43	Termination for Default	33
8.44	Termination for Improper Consideration	34
8.45	Termination for Insolvency	35
8.46	Termination for Non-Adherence of County Lobbyist Ordinance	35
8.47	Termination for Non-Appropriation of Funds	35
8.48	Validity	36
8.49	Waiver	36
8.50	Warranty Against Contingent Fees	36
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	36
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	37
8.53	Time Off for Voting	37
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking	37
8.55	Intentionally Omitted	37
8.56	Compliance with Fair Chance Employment Hiring Practices	37
8.57	Compliance with the County Policy of Equity	37
8.58	Prohibition from Participation in Future Solicitation(s)	38
8.59	Injury and Illness Prevention Program	38

TABLE OF CONTENTS

PARAGRAPH **PAGE**

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding 38

9.0 UNIQUE TERMS AND CONDITIONS 38

9.1 Intentionally Omitted 38

9.2 Ownership of Materials, Software and Copyright 38

9.3 Patent, Copyright and Trade Secret Indemnification 39

9.4 Data Destruction 40

9.5 Intentionally Omitted 41

9.6 Local Small Business Enterprise (LSBE) Preference Program 41

9.7 Social Enterprise (SE) Preference Program 41

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program 42

9.9 Intentionally Omitted 43

9.10 Intentionally Omitted 43

9.11 Intentionally Omitted 43

9.12 Intentionally Omitted 43

9.13 Intentionally Omitted 43

10.0 SURVIVAL 43

STANDARD EXHIBITS

A Statement of Work and Attachments

B Pricing Schedule

C Contractor's Proposed Schedule (Not Attached to Contract)

D County's Administration

E Contractor's Administration

F Forms Required at the Time of Contract Execution

F2 Contractor Employee Acknowledgment and Confidentiality Agreement

F3 Contractor Non-Employee Acknowledgment and Confidentiality Agreement

G Safely Surrendered Baby Law

TABLE OF CONTENTS

PARAGRAPH **PAGE**

UNIQUE EXHIBITS

H Intentionally Omitted

I Intentionally Omitted

J Intentionally Omitted

K Intentionally Omitted

CONTRACT BETWEEN

COUNTY OF LOS ANGELES

AND

COOPERATIVE PERSONNEL SERVICES

DBA CPS HR CONSULTING

FOR

WRITING EVALUATION SERVICES

This Contract ("Contract") and Exhibits made and entered into this ___ day of _____, 20____ by and between the County of Los Angeles, hereinafter referred to as "County" and Cooperative Personnel Services, DBA CPS HR Consulting, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County may contract with private businesses for Writing Evaluation Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Writing Evaluation Services; and

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

WHEREAS, the Board of Supervisors has authorized the Director of Personnel ("Director") of the Department of Human Resources ("DHR"), or designee, to execute and administer this Contract; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule (Not attached to Contract)
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law

Unique Exhibits:

Exhibit H	Intentionally Omitted
Exhibit I	Intentionally Omitted
Exhibit J	Intentionally Omitted
Exhibit K	Intentionally Omitted

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 will 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 will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 **Board of Supervisors or Board**: The Board of Supervisors of the County acting as governing body.

2.1.2 **Contract**: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and

conditions for the issuance and performance of all tasks, deliverables, services, and other work.

2.1.3 **Contractor**: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

2.1.4 **Contractor's Project Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.

2.1.5 **County's Project Director**: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.1.6 **County's Project Manager**: Person designated by County's Project Director to manage the operations under this Contract.

2.1.7 **County's Project Monitor**: Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.1.8 **Department:** The County of Los Angeles Department of Human Resources, which is entering into this Contract on behalf of the County of Los Angeles.

2.1.9 **Director:** Director of Personnel of the Department.

2.1.10 **Effective Date:** The date of execution of this Contract by the Board of Supervisors or its delegate.

2.1.11 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.1.12 **Statement of Work**: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 This Contract is effective upon the date of its execution by the Director, or designee, as authorized by the Board of Supervisors (Effective Date). The term of this Contract shall be three (3) years from the date of execution, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will 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 five (5) years. Each such option and extension will be exercised at the sole discretion of the Director of Personnel or designee.

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

4.3 The Contractor must notify Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Pricing Schedule).

5.1.2 The Director of Personnel, or their designee, may request approval or delegated authority from the Board to supplement the initial total contract amount by up to ten percent (10%). The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

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

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments); the Fee-for-Service Rate identified in Exhibit B – Pricing Schedule; the date of the exam for which the Evaluations were completed; Contract number; amount billed; and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.3 All invoices under this Contract must be submitted in two (2) copies to the following address:

County of Los Angeles
Department of Human Resources
Countywide Talent Assessment
510 S. Vermont Avenue, 12th Floor
Los Angeles, CA 90020
Attn: Rutilo (Adam) Salgado

5.5.4 County Approval of Invoices

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

5.5.5 Preference Program Enterprises - Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.6 Intentionally Omitted

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

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

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

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

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

Responsibilities of the County's Project Director include:

6.2.1 Ensuring that the objectives of this Contract are met; and

6.2.2 Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3 County's Project Manager

The responsibilities of the County's Project Manager include:

6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

6.4 County's Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following Paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and must coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.2.3 The Contractor's Project Manager must have five (5) years of experience.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Intentionally Omitted

7.5 Background and Security Investigations

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

7.5.2 If a member of Contractor's staff does not pass the background investigation, County 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. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.3 County, 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 County or whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must 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, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's

indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and 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 make any admission, in each case, on behalf of County without County's prior written approval.

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

7.6.4 Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment and Confidentiality Agreement).

7.6.5 Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, contract Sum, payments, or any term or condition included under this Contract, an amendment must be prepared and executed by the Contractor and by the Director or their designee.

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

8.1.3 The Director or their designee may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will 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 must

be prepared and executed by the Contractor and by the Director of Personnel or their designee.

8.1.4 The County reserves the right to initiate changes that do not materially affect the contract scope, term, sum, or payments. All such changes shall be accomplished with a change notice signed by the Contractor and executed by the County's Project Manager or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

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

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

8.5 Complaints

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

8.5.1 Within ten (10) business days after Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.

8.5.3 If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within ten (10) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses must be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

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

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

8.7 Compliance with Civil Rights Laws

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

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

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

- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must

immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

- Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified,

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

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on

the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

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

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through 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 County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Intentionally Omitted

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same

Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.5 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for All Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to

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

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.
- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements must be sent to:

  County of Los Angeles
  Department of Human Resources
  Countywide Talent Assessment
  510 S. Vermont Avenue, 12th Floor
  Los Angeles, CA 90020
  Attn: Rutilo (Adam) Salgado

- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Change in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as

respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

Each Occurrence: $1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

- **Professional Liability/Errors and Omissions**

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

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of Personnel, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their

designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

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

8.28.2 Contractor certifies to the County each of the following:

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

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

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

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

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-

discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G, Safely Surrendered Baby Law of this Contract. Additional information is

available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.

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

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor

or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

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

8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

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

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

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

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

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

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

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

County of Los Angeles
Department of Human Resources
Countywide Talent Assessment
510 S. Vermont Avenue, 12th Floor
Los Angeles, CA 90020
Attn: Rutilo (Adam) Salgado

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

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

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

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

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The

Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

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

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

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will 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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.53 Time Off for Voting

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

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from

discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

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

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Ownership of Materials, Software and Copyright

9.2.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, 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, must execute all documents necessary to assign and transfer to, and vest in the County 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.

9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.2.3 Any and all materials, software and tools which 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 County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Paragraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3 Patent, Copyright and Trade Secret Indemnification

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

9.3.2 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 County's continued use of such

item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 Data Destruction

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

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

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

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

9.5 Intentionally Omitted

9.6 Local Small Business Enterprise (LSBE) Preference Program

9.6.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.6.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.6.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.6.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.7 Social Enterprise (SE) Preference Program

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.7.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.7.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.7.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.8.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.8.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Intentionally Omitted

9.13 Intentionally Omitted

10.0 SURVIVAL

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration/Termination of Contract

Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

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

CONTRACTOR

(_____)

By

_____
Name

_____
Title

COUNTY OF LOS ANGELES

By

_____
LISA M. GARRETT
Director of Personnel
Department of Human Resources

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____

Graeme Sharpe
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

TABLE OF CONTENTS

PARAGRAPH **PAGE**

1.0 SCOPE OF WORK....1

2.0 INTENTIONALLY OMITTED....1

3.0 QUALITY CONTROL....1

4.0 QUALITY ASSURANCE PLAN....1

4.1 Monthly Meetings....1

4.2 Contract Discrepancy Report....1

4.3 County Observations....2

5.0 DEFINITIONS....2

6.0 RESPONSIBILITIES....3

COUNTY....3

6.1 Personnel....3

6.2 Furnished Items....3

6.3 Access Rights....3

CONTRACTOR....3

6.4 Contractor's Project Manager....3

6.5 Personnel....4

6.6 Materials and Equipment....4

6.7 Training....4

6.8 Contractor's Office....4

7.0 WORK SCHEDULES....4

8.0 Intentionally Omitted....5

9.0 SPECIFIC WORK REQUIREMENTS....5

9.1 Development and Review....5

9.2 Raters....5

9.3 Evaluation and Scoring....6

9.4 Batch Administration....6

10.0 INTENTIONALLY OMITTED....7

11.0 PERFORMANCE REQUIREMENTS SUMMARY....7

SOW ATTACHMENTS

1 Contract Discrepancy Report (CDR)

2 Performance Requirements Summary (PRS)

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The County of Los Angeles's Department of Human Resources ("DHR") administers various examinations for the purpose of identifying and recruiting candidates for County jobs. One component of these examinations is the proctored writing proficiency assessment, which requires candidates to provide original, written responses to essay questions. Under the direction of DHR's Senior Human Resources Manager or Human Resources Manager, the Contractor agrees to provide Writing Evaluation Services ("Services") to DHR. Through these Services, the Contractor must provide DHR with Raters to evaluate and score candidates' written responses to writing proficiency assessments as part of various County examinations.

2.0 INTENTIONALLY OMITTED

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The QCP must be submitted to the County's Project Monitor for review. The QCP must include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Failure to attend will cause an assessment of Fifty Dollars ($50) per occurrence.

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the County's Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period reasonably required by the by the County.

The County's Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Monitor within

five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Project Monitor within ten (10) business days.

4.3 County Observations

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

5.0 DEFINITIONS

5.1 "Evaluation Guidelines": The guidelines that Raters must use to facilitate the assignment of unbiased and fair scores and achieve consensus on their ratings of Responses.

5.2 "Leveling": The process by which a minimum of two (2) Raters reach a consensus on the ratings they assign to each Response.

5.3 "Management Fellows Program": A two-year, paid County fellowship for individuals who hold a master's or higher degree to pursue a career in County government, and for which the County holds an examination from time to time (i.e., usually on a yearly or biyearly basis, or every three years).

5.4 "Rater": A qualified individual approved by the County to evaluate and score Responses.

5.5 "Response": A County exam candidate's written essay provided in response to the Writing Proficiency Assessment that is a component of some County examinations.

5.6 "Structured Rating Guidelines": The County's scoring rubric that provides Raters with a description of the attributes of an essay that merits a particular score. For example, the Structured Rating Guidelines may provide specific information on what attributes an essay must have to merit a score of "5" on the grammar dimension.

5.7 "Writing Proficiency Assessment": The test used to assess a candidate's ability to communicate in writing.

5.8 "Writing Prompt": A topic about which a candidate is required to write an essay, or a question that the candidate is required to answer in essay form.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.

6.1.3 Preparing amendments in accordance with the Contract, Paragraph 8.1, Amendments.

6.2 Furnished Items

The County will furnish the following items to the Contractor and the Raters via DHR's Microsoft SharePoint ("SharePoint") account or other electronic means to view and evaluate essays using the provided standards:

6.2.1 Specific Writing Prompts used in Writing Proficiency Assessments.

6.2.2 Structured Rating Guidelines for the scoring of Responses.

6.2.3 Evaluation Guidelines, which may be provided in written or oral form.

6.2.4 Templates or other documents for the data entry of scores.

6.2.5 Writing Proficiency Assessment forms.

6.2.6 Responses in batches of up to 250.

(Note: County may submit multiple batches, at one time, of up to 250 Responses each.)

6.2.7 Any additional information needed for scoring Responses.

6.3 Access Rights

The County will provide County-approved Contractor staff and County-approved Raters with access rights necessary to access the assessment-related resources.

CONTRACTOR

6.4 Contractor's Project Manager

6.4.1 Contractor must provide a full-time Contractor's Project Manager or designated alternate. Contractor must provide a telephone number where the Project Manager may be reached between the hours of 8:00 a.m. and 5:00 p.m. (Pacific Time) each business day.

6.4.2 Contractor's Project Manager must act as a central point of contact with the County.

6.4.3 Contractor's Project Manager must have five (5) years of experience.

6.4.4 Contractor's Project Manager and his or her alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager and his or her alternate must be able to effectively communicate, in English, both orally and in writing.

6.5 Personnel

6.5.1 Contractor will assign a sufficient number of staff to perform the required work. At least one staff on site must be authorized to act for Contractor in every detail and must speak and understand English.

6.5.2 Contractor will be required to background check their staff as set forth in Paragraph 7.5, Background and Security Investigations, of the Contract.

6.6 Materials and Equipment

6.6.1 The purchase of all materials/equipment to provide the Services is the responsibility of the Contractor. Contractor must use materials and equipment that are safe for the environment and safe for use by the employee.

6.7 Training

6.7.1 Contractor must provide training programs for all new employees and continuing in-service training for all staff.

6.8 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), each business day, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service must be provided to receive calls. The Contractor must answer calls received by the answering service by the start of the next business day of receipt of the call.

The Contractor is not required to provide Services on County-recognized holidays.

7.0 WORK SCHEDULES

7.1 The Contractor must provide the Services set forth in this SOW, as-needed by the County, on any business day during the hours between 8:00 a.m. and 5:00 p.m. (Pacific Time).

8.0 INTENTIONALLY OMITTED

9.0 SPECIFIC WORK REQUIREMENTS

9.1 Development and Review

The Contractor must:

9.1.1 Work with DHR staff to review and finalize the following items:

- Candidate knowledge, skills, abilities, and personal characteristics relevant to the Writing Proficiency Assessment;
- Definition of standards for the Structured Rating Guidelines;
- Appropriate Leveling of scores based on candidates' Responses; and
- County-provided Structured Rating Guidelines for Writing Proficiency Assessments.

9.1.2 Modify Structured Rating Guidelines for Writing Proficiency Assessments as needed, when such guidelines are not provided by DHR and upon DHR's request, and work with DHR staff to review and finalize these guidelines.

9.1.3 Modify Writing Prompts, when such guidelines are not provided by DHR and upon DHR's request, to be used in DHR's Writing Proficiency Assessments, and work with DHR staff to review and finalize these Writing Prompts.

9.1.4 Upload to online data source all finalized and County-approved Structured Rating Guidelines and Writing Prompts referenced in Section 6.2.

9.2 Raters

The Contractor must:

9.2.1 Provide DHR, and work with DHR to select, Raters that possess qualifying credentials and experience to evaluate and score candidates' Responses.

9.2.2 Ensure that each Rater is an English language expert with a doctorate degree from an accredited college or university in English-language literature, composition, or a closely related field.

9.2.3 Provide DHR with copies of each Rater's resume and qualifying diploma(s), clearly indicating in the English language the qualifying degree(s) described in Sub-paragraph 9.2.2, upon DHR's request.

9.2.4 Obtain DHR's approval of proposed Raters before Raters provide Services under this Contract.

9.2.5 Ensure that all Raters are trained to score and evaluate the candidates' Responses, using County-approved Structured Rating Guidelines.

9.2.6 Ensure that all Raters are trained to use SharePoint to access and download Responses and any County-approved documents necessary to score Responses, and upload and transmit scores with their corresponding Responses.

9.3 Evaluation and Scoring

The Contractor must:

9.3.1 Ensure that, for each Response received from DHR, a minimum of two (2) Raters must:

9.3.1.1 Evaluate and score each Response using the finalized, County-approved Structured Rating Guidelines.

9.3.1.2 Evaluate and score each Response for each dimension of the Writing Proficiency Assessment, using the County-approved Structured Rating Guidelines.

9.3.1.3 Determine a numerical rating that best describes the Raters' evaluation based on the County-approved Structured Rating Guidelines.

9.3.1.4 Provide scores within one point of each other for each dimension of the Writing Proficiency Assessment.

9.3.2 Ensure that, for instances in which two or more Raters' scores differ by more than one point, Raters utilize the County's Evaluation Guidelines to reconcile their scores to be within no more than one point of each other.

(Note: In rare instances, the County may require an alternative Leveling process. In these instances, the County must provide the Contractor with instructions for the alternate Leveling process.)

9.3.3 Monitor scores throughout the process to ensure that scores are generated in accordance with the County-approved Structured Rating Guidelines.

9.4 Batch Administration

The Contractor must:

9.4.1 Ensure that the Raters receive candidates' Responses from DHR via SharePoint in batches of up to 250 Responses.

9.4.2 Provide a sufficient number of Raters to evaluate and score an estimated quarterly 500 Responses, and an additional annual amount of up to approximately 2,500 Responses resulting from the Management Fellows Program exam in years when it is administered.

(Note: The number of examinations administered and therefore the number of Responses County provides to the Contractor for scoring is expected to vary from month to month. While County expects there will generally be around 500 Responses per quarter in years when there is not a Management Fellow Program exam, this estimate will vary widely depending on the demand for the service. The actual number of Responses that require scoring may be higher, lower or comparable to the 500 quarterly estimate.)

9.4.3 Ensure that the Raters provide DHR with each candidate's Response and corresponding Evaluation, via SharePoint within ten (10) business days of DHR's upload of candidates' Responses to SharePoint.

(Note: DHR must notify Raters every time it uploads a new batch of Responses to SharePoint.)

10.0 INTENTIONALLY OMITTED

11.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) Chart, Attachment 2 of this Exhibit A, listing required services and deliverables that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services and deliverables referenced in the PRS Chart are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services or deliverables 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 or deliverable 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 Contractor.

STATEMENT OF WORK

ATTACHMENTS

TABLE OF CONTENTS

Attachments

1 CONTRACT DISCREPANCY REPORT

2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT DISCREPANCY REPORT

TO:_____

FROM:_____

DATES:_____

Prepared:_____

Returned by Contractor:_____

Action Completed:_____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS:_____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

WRITING EVALUATION SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES MAY BE ASSESSED
Contract: Paragraph 7.0 - Administration of Contract - Contractor	Contractor must notify the County in writing of any changes to information on Exhibit E, Contractor's Administration	Inspection & Observation	$50 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention & Inspection-Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	$50 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor must obtain County's written approval prior to subcontracting any work.	Inspection & Observation	$100 per occurrence; possible termination for default of contract
SOW: Paragraph 3 – Quality Control	Contractor must establish and maintain a Quality Control Plan to assure requirements of Contract are met	Inspection and Observation	$100 per occurrence
SOW: Sub-paragraph 4.1 - Monthly Meetings	Contractor's representative to attend monthly meetings as scheduled.	Attendance	$50 per occurrence

SOW: Sub-paragraph 4.2 – Contract Discrepancy Report (CDR)	Upon receipt of a CDR, Contractor must respond in writing within five business days and submit correction plan within 10 business days.	Inspection and Observation	$100 per occurrence
SOW: Sub-paragraph 6.4 – Project Manager	Contractor's Project Manager must be reachable by telephone and email Monday – Friday 8 a.m. to 5 p.m..	Inspection and Observation	$100 per occurrence
SOW: Sub-paragraph 6.8 – Contractor's Office	Contractor's office must be staffed from 8 a.m. to 5 p.m. Monday through Friday by at least one employee who can respond to inquiries and complaints regarding Contract performance. Key personnel must also be available during these hours.	Inspection and Observation	$100 per occurrence
SOW: Paragraph 9.0 – Specific Work Requirements	Contractor shall provide the Specific Work Requirements, as specified in Section 9.0.	Inspection and Observation	$50 per occurrence

REQUIRED FORMS - EXHIBIT 10

PRICING SHEET

NAME OF BIDDER: Cooperative Personnel Services dba CPS HR Consulting

Complete this Exhibit 10 - Pricing Sheet, in accordance with IFB, Sub-paragraph 7.6.2, Pricing Sheet (Section A), by providing a Fee-for-Service Rate, as set forth below in Table A.

The Fee-for-Service Rate is an all-inclusive rate for all services, tasks and deliverables provided by the Contractor pursuant to the terms and requirements of the Contract. Include in the Fee-for-Service Rate any and all costs of providing the Writing Evaluation Services described in the Contract, including not only the cost of reimbursing Raters for the work they perform under the Contract, but also any administrative costs, consultant time costs, batch upload costs, travel, and/or any other anticipated Contractor costs of providing the Services. The Fee-for-Service Rate shall be paid to the Contractor for each County-approved Evaluation. **(Note: Two (2) Raters are required to provide each Evaluation, as set forth in SOW, Sub-paragraph 9.3 Evaluation and Scoring.)**

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Table A
Fee-for-Service Rate: $30.00 Per Evaluation

CONTRACTOR'S PROPOSED SCHEDULE

NOT ATTACHED TO CONTRACT

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Johan Julin
Title:
Address: 510 South. Vermont, 12th Floor

Telephone: (213) 738-2006
E-mail Address: jjulin@hr.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name:
Address:

Telephone: (213) 866-8658
E-mail Address: wmyring@hr.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Sarah
Title: Senior Human Resources Manager
Address: 510 South. Vermont, 12th Floor
Los Angeles, CA 90020
Telephone: (213) 944-7244
E-mail Address: srivanis@hr.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Jeremiah Mcfarland
Title: Principal Analyst, Human Resources
Address: 510 South. Vermont, 12th Floor
Los Angeles, CA 90020
Telephone: (213) 866-8831
E-mail Address: jmcfarland@hr.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

NON-IT CONTRACTS

F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT F2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: _____ Contract No _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I must keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: _____ Contract No _____

Non-Employee Name: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I must keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____


THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.
Any fire station. Any hospital. Any time.
1.877.222.9723
BabySafeLA.org
No shame | No blame | No names
21
FIRE STATION
98

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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names

BabySafeLA.org

ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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

BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?
Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?
No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

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

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

What happens to the parent or surrendering adult?
Nothing. They may leave at any time after surrendering the baby.

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

If you're unsure of what to do:
You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org
English, Spanish and 140 other languages spoken.

EXHIBIT H
INTENTIONALLY OMITTED

EXHIBIT I
INTENTIONALLY OMITTED

EXHIBIT J
INTENTIONALLY OMITTED

EXHIBIT K
INTENTIONALLY OMITTED

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	2/19/2025
BOARD MEETING DATE	3/11/2025
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	Treasurer and Tax Collector (TTC)
SUBJECT	Delegation of Authority to Invest and Annual Adoption of the Treasurer and Tax Collector Investment Policy
PROGRAM	N/A
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No
	If Yes, please explain why:
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable
DEADLINES/ TIME CONSTRAINTS	N/A
COST & FUNDING	Total cost: $0 / Funding source: N/A
	TERMS (if applicable):
	Explanation:
PURPOSE OF REQUEST	The request is for 1) the annual delegation of authority to the Treasurer to invest and reinvest County funds and funds of other depositors in the County Treasury and 2) annual adoption of the Treasurer and Tax Collector Investment Policy.
BACKGROUND (include internal/external issues that may exist including any related motions)	The Board adopted an ordinance previously, which delegates authority to invest to the Treasurer, pursuant to the Government Code. That delegation is subject to an annual renewal. As part of its annual request for delegated authority, the TTC also updates the Investment Policy to ensure continued alignment with Government Code and the primary objectives of safety of principal, liquidity, and return on the funds invested. This year, the Department is not recommending any changes to the Investment Policy.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Elizabeth Buenrostro Ginsberg, Treasurer and Tax Collector, (213) 974-2101, egginsberg@ttc.lacounty.gov • Lisa Proft, Chief Deputy, lproft@ttc.lacounty.gov, (213) 974-0418 • Damia J. Johnson, Assistant Treasurer and Tax Collector, (213) 974-2139, djohnson@ttc.lacounty.gov • Jennifer Koai, Operations Chief, TTC, (213) 974-3385, jkoai@ttc.lacounty.gov

COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR

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

ELIZABETH BUENROSTRO GINSBERG
TREASURER AND TAX COLLECTOR

Board of Supervisors

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

LINDSEY P. HORVATH
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

March 11, 2025

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:

DELEGATION OF AUTHORITY TO INVEST AND ANNUAL ADOPTION OF THE TREASURER AND TAX COLLECTOR INVESTMENT POLICY (ALL DISTRICTS) (3-VOTES)

SUBJECT

Delegation of authority to invest and reinvest County funds and funds of other depositors in the County Treasury to the Treasurer and Tax Collector (Treasurer), and adoption of the Treasurer and Tax Collector Investment Policy.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate the authority to the Treasurer to invest and reinvest County funds and funds of other depositors in the County Treasury.

2. Adopt the attached Treasurer and Tax Collector Investment Policy (Investment Policy).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The requested actions allow the Treasurer to continue to invest County funds and funds of other depositors in the County Treasury pursuant to the Investment Policy. On March 19, 2024, pursuant to Government Code (GC) Section 27000.1, and subject to GC Section 53607, your Board delegated to the Treasurer the annual authority to invest and reinvest funds of the County and funds of other depositors in the County Treasury. GC Section 27000.1 states that subsequent to your Board's delegation, the Treasurer shall thereafter assume full responsibility for those transactions until your Board either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided in GC Section 53607. This action requests renewal of the annual delegation.

DRAFT

GC Section 53646 permits your Board to annually approve the Investment Policy. The primary objectives of the Investment Policy, in priority order, are to maintain the safety of principal, to provide liquidity, and to achieve a return on funds invested. These objectives align with those in State law. Each year, my office reviews the Investment Policy to incorporate changes deemed necessary to meet our primary objectives and to ensure that it aligns with any changes in the GC.

Based on our analysis and in consideration of current market conditions, we recommend no changes to the Investment Policy for 2025. However, we have provided the annual update to the limitation calculation for intermediate-term, medium-term, and long-term holdings (Attachment III).

Update on Environmental, Social and Corporate Governance (ESG)

On March 9, 2021, your Board approved changes to the Investment Policy in areas related to the consideration of Environmental, Social and Corporate Governance (ESG). Consistent with the 2021 Investment Policy, we incorporated Sustainalytics ESG scores as part of our analysis of investment issuers and have taken action to reduce investments if an issuer's composite ESG score is weaker than the median score for its industry. To date, the consideration of ESG scores in determining our issuers' investment limits has not impacted the County Treasury's return on investments.

In Fiscal Year (FY) 2023-24, the percentage of approved issuers with ESG scores increased to 58%, from 57% the prior year. Our purchase volume from issuers with ESG scores increased, from $30.3 billion in FY 2022-23, to $33.2 billion in FY 2023-24. This increase is largely attributable to the growth in the investment pool size.

Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan North Star 3, Realize tomorrow's government today; Focus Area Goal G, Internal Controls and Processes; Strategy ii. Manage and Maximize County Assets.

DRAFT

FISCAL IMPACT/FINANCING

The investment of surplus County funds and funds of other depositors allows these funds to earn a return which is credited to the depositor, net of administrative expenses.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to GC Section 27000.1, your Board may delegate by ordinance the authority to invest and reinvest funds of the County and funds of other depositors in the County Treasury to the Treasurer. On January 23, 1996, your Board adopted Ordinance 96-0007 adding Los Angeles County Code Section 2.52.025, which delegated such authority to the Treasurer, subject to annual renewal pursuant to GC Section 53607. GC 53646 permits the Treasurer to render annually to your Board a statement of Investment Policy, to be reviewed and approved at a public meeting. This GC Section also requires that any change in the Investment Policy be submitted to your Board for review and approval at a public meeting.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services.

Respectfully submitted,

ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector

EBG:LP:DJJ:JK:bp

Attachments

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

DRAFT

COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
INVESTMENT POLICY

Authority to Invest

Pursuant to Government Code Section 27000.1 and Los Angeles County Code 2.52.025, the Los Angeles County Board of Supervisors has delegated to the Treasurer the authority to invest and reinvest the funds of the County and the funds of other depositors in the County Treasury.

Fundamental Investment Policy

The Treasurer, a trustee, is inherently a fiduciary and subject to the prudent investor standard. Accordingly, when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing investments, the investment decisions SHALL be made with the care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity would use with like aims.

All investments SHALL be governed by the Government Code and comply with the specific limitations set forth within this Investment Policy. Periodically, it may be necessary and prudent to make investment decisions beyond the limitations set forth in the Investment Policy that are otherwise permissible by California Government Code. In these special circumstances, ONLY the Treasurer is permitted to give written approval to operate outside the limitations set forth within this Investment Policy.

Pooled Surplus Investment Portfolio

The Treasurer SHALL establish and maintain a Pooled Surplus Investment (PSI) portfolio. The PSI portfolio SHALL be used to provide safe, liquid investment opportunities for pooled surplus funds deposited into the County Treasury.

The investment policies of the PSI portfolio SHALL be directed by and based on three prioritized objectives. The primary objective SHALL be to ensure the safety of principal. The secondary objective SHALL be to meet the liquidity needs of the PSI participants, which might be reasonably anticipated. The third objective SHALL be to achieve a return on funds invested, without undue compromise of the first two objectives.

PSI revenue/loss distribution SHALL be shared on a pro-rata basis with the PSI participants. PSI revenue/loss distribution will be performed monthly, net of administrative costs authorized by Government Code Section 27013 which includes employee salaries and benefits and services and supplies, for investing, depositing or handling funds, and the distribution of interest income, based on the PSI participants' average daily fund balance as recorded on the Auditor-Controller's accounting records. Administrative costs SHALL be deducted from the monthly PSI revenue/loss distribution on the basis of one-twelfth of the budgeted costs and adjusted periodically to actual costs.

Investments purchased with the intent to be held to maturity SHALL be accounted for in the Non-Trading partition of the PSI portfolio. Investments purchased with the intent to be sold prior to maturity SHALL be accounted for in the Trading partition of the PSI portfolio. The investments in the Trading partition SHALL NOT exceed $500 million without specific written approval of the Treasurer.

In the event that a decision is made to transfer a given security from one partition to another, it MAY be transferred at cost; however, the difference between the market value, exclusive of accrued interest, at the time of transfer and the purchase price, exclusive of accrued interest, SHALL be computed and disclosed as unrealized profit or loss.

All PSI investments SHALL be categorized according to the period of time from settlement date to maturity date as follows:

- SHORT-TERM investments are for periods of up to ONE YEAR.
- INTERMEDIATE-TERM investments are for periods of ONE YEAR to THREE YEARS.
- MEDIUM-TERM investments are for periods of over THREE YEARS to FIVE YEARS.
- LONG-TERM investments are for periods of over FIVE YEARS.

PSI investments SHALL be limited to the short-term category except that the Investment Office of the Treasurer's Office MAY make PSI investments in accordance with the limitations imposed in Attachments I, II, III, and IV (all of which are attached hereto and incorporated by this reference.)

The weighted average maturity target of the PSI portfolio is a range between 1.0 and 4.0 years. For purposes of maturity classification, the maturity date SHALL be the nominal maturity date or the unconditional put option date, if one exists.

The total PSI portfolio investments with maturities in excess of one year SHALL NOT exceed 75% of the last 36 months' average total cash and investments, after adjustments, as indicated in Attachment III.

Business Continuity Plan

The Treasurer's Business Continuity Plan (BCP) serves to sustain the performance of mission-critical Treasury functions in the event of a local or widespread emergency. The BCP includes written guidelines to perform critical Treasury functions, contact

information for key personnel, authorized bank representatives and broker/dealers. The Treasurer's Office implemented its BCP in 2007.

Liquidity of PSI Investments

Short-term liquidity SHALL further be maintained and adjusted monthly so that sufficient anticipated cash is available to fully meet unanticipated withdrawals of discretionary deposits, adjusted for longer-term commitments, within 90 days.

Such liquidity SHALL be monitored where, at the beginning of each month, the par value for maturities in the next 90 days plus projected PSI deposits for 90 days, divided by the projected PSI withdrawals for 90 days plus discretionary PSI deposits, is equal to or greater than one.

The liquidation of investments is not required solely because the discretionary liquidity withdrawal ratio is less than one; however, investments SHALL be limited to a maximum maturity of 30 days until such time as the discretionary liquidity withdrawal ratio is equal to or greater than one.

The sale of any PSI instrument purchased in accordance with established policies is not required solely because an institution's credit rating is lowered after the purchase of the instrument.

Specific Purpose Investment Portfolio

The Treasurer SHALL maintain a Specific Purpose Investment (SPI) portfolio to manage specific investment objectives of the SPI participants. Specific investments may be made with the approval of the requesting entity's governing body and the approval of the Treasurer. Revenue/loss distribution of the SPI portfolio SHALL be credited to the specific entity for which the investment was made. The Treasurer reserves the right to establish and charge the requesting entity fees for maintaining the entity's SPI portfolio.

Investments SHALL be limited to the short-term category, as defined above in the previous section for PSI investments, except when requested by a depositing entity and with the approval of the Treasurer, a longer term investment MAY be specifically made and held in the SPI portfolio.

The sale of any SPI instrument purchased in accordance with established policies is not required solely because an institution's credit rating is lowered after the purchase of the instrument.

Execution, Delivery, and Monitoring of Investments

The Treasurer SHALL designate, in writing, personnel authorized to execute investment transactions.

All transactions SHALL be executed on a delivery versus payment basis.

The Treasurer or his authorized designees, in purchasing or obtaining any securities in a negotiable, bearer, registered, or nonregistered format, requires delivery of the securities to the Treasurer or designated custodial institution, by book entry, physical delivery, or by third party custodial agreement.

All investment transactions made by the Investment Office SHALL be reviewed by the Internal Controls Branch to assure compliance with this Investment Policy.

Reporting Requirements

The Treasurer SHALL provide the Board of Supervisors with a monthly report consisting of, but not limited to, the following:

- All investments detailing each by type, issuer, date of maturity, par value, historical cost, market value and the source of the market valuation.
- Month-end bank balances for accounts under the control of the Treasurer.
- A description of funds, investments, or programs that are under the management of contracted parties, including lending programs for the Treasurer.
- A description of all investment exceptions, if any, to the Investment Policy.
- A statement denoting the ability of the PSI portfolio to meet the anticipated cash requirements for the participants for the next six months.

Discretionary Treasury Deposits and Withdrawal of Funds

At the sole discretion of the Treasurer, PSI deposits may be accepted from local agencies not required to deposit their funds with the Los Angeles County Treasurer, pursuant to Government Code Section 53684.

At the time such deposits are made, the Treasurer may require the depositing entity to provide annual cash flow projections or an anticipated withdrawal schedule for deposits in excess of $1 million. Such projections may be adjusted periodically as prescribed by the Treasurer but in no event less than semi-annually.

In accordance with Government Code Section 27136, all requests for withdrawal of such funds, for the purpose of investing or depositing these funds elsewhere SHALL be evaluated, prior to approving or disapproving the request, to ensure that the proposed withdrawal will not adversely affect the principal deposits of the other PSI participants.

If it is determined that the proposed withdrawal will negatively impact the principal deposits of the other PSI participants, the Treasurer may delay such withdrawals until the impact can be mitigated.

Broker/Dealers Section

Broker/Dealers SHALL be limited to primary government dealers as designated by the Federal Reserve Bank or institutions meeting one of the following:

A. Broker/Dealers with minimum capitalization of $500 million and who meet all five of the below listed criteria:

    1. Be licensed by the State as a Broker/Dealer, as defined in Section 25004 of the Corporations Code, or a member of a Federally regulated securities exchange and;

    2. Be a member of the Financial Industry Regulatory Authority and;

    3. Be registered with the Securities and Exchange Commission and;

    4. Have been in operation for more than five years; and

    5. Have a minimum annual trading volume of $100 billion in money market instruments or $500 billion in United States (U.S.) Treasuries and Agencies.

B. Emerging firms that meet all of the following:

    1. Be licensed by the State as a Broker/Dealer, as defined in Section 25004 of the Corporations Code, or a member of a Federally regulated securities exchange and;

    2. Maintain office(s) in California and;

    3. Maintain a minimum capitalization of $250,000 and, at the time of application, have a maximum capitalization of no more than $10 million.

Commercial Paper and Negotiable Certificates of Deposit may be purchased directly from issuers approved by the Treasurer.

An approved Treasurer Broker/Dealer list SHALL be maintained. Firms SHALL be removed from the approved Broker/Dealer list and trading suspended with firms failing to accurately and timely provide the following information:

A. Confirmation of daily trade transactions and all open trades in effect at month-end.

B. Response to auditor requests for confirmation of investment transactions.

C. Response to the Internal Controls Branch requests for needed information.

Honoraria, Gifts, and Gratuities Limitations

The Treasurer, Chief Deputy Treasurer and Tax Collector and designated Treasurer and Tax Collector employees SHALL be governed by the provision of the State's Political Reform Act, the Los Angeles County Code relating to Lobbyists, and the Los Angeles County Code relating to post government employment of County officials.

Investment Limitations

The Investment Office SHALL NOT invest in inverse floating rate notes, range notes, or interest only strips that are derived from a pool of mortgages.

The Investment Office SHALL NOT invest in any security that could result in zero interest if held to maturity.

For investment transactions in the PSI portfolio, the Investment Office SHALL obtain approval of the Treasurer before recognizing any loss exceeding $100,000 per transaction, calculated using amortized cost.

Proceeds from the sale of notes or funds set aside for the repayment of notes SHALL NOT be invested for a term that exceeds the term of the notes. Funds from bond proceeds may be invested in accordance with Government Code Section 53601(m), which permits investment according to the statutory provisions governing the issuance of those bonds, or in lieu of any statutory provisions to the contrary, in accordance with the approved financing documents for the issuance.

Consideration of Environmental, Social, and Corporate Governance (ESG) Scores

The Treasurer considers that environmental, social and governance (ESG) factors may financially impact the safety, liquidity and yield of investment opportunities. The Treasurer therefore may pursue pragmatic and cost-effective means to consider such factors to fulfill the objectives set forth for the PSI Portfolio.

The Treasurer may also seek to further the County's sustainability goals and enhance the transition to a green economy, consistent with the County's Sustainability Plan, Our County, in its investment decisions, as long as such investments achieve substantially equivalent safety, liquidity and yield compared to other investment opportunities.

Permitted Investments

Permitted Investments SHALL be limited to the following:

A. Obligations of the U.S. Government, its agencies and instrumentalities

1. Maximum maturity: None.
2. Maximum total par value: None.
3. Maximum par value per issuer: None.
4. Federal agencies: Additional limits in Section G apply if investments are Floating Rate Instruments.

B. Municipal Obligations from the approved list of municipalities (Attachment IV)

1. Maximum maturity: As limited in Attachment IV.
2. Maximum total par value: 10% of the PSI portfolio.

C. Asset-Backed Securities

1. Maximum maturity: Five years.
2. Maximum total par value: 20% of the PSI portfolio.
3. Maximum par value per issuer: Per limits outlined in Attachment I for issuer's current credit rating.
4. All Asset-Backed securities must be rated in a rating category of "AA" or its equivalent or better rating and the issuer's corporate debt rating must be in a rating category of "A" or its equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO).

D. Bankers' Acceptance Domestic and Foreign

1. Maximum maturity: 180 days and limits outlined in Attachment I for issuer's current credit rating.

2. Maximum total par value: 40% of the PSI portfolio.

3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.

4. The aggregate total of Bankers' Acceptances and Negotiable Certificates of Deposits SHALL NOT exceed:

   a) The total shareholders' equity of depository bank.

   b) The total net worth of depository bank.

E. Negotiable Certificates of Deposit (CD)

1. Maximum maturity: Three years and limits outlined in Attachment I for issuer's current credit rating.

2. Maximum total par value: Aggregate total of Domestic and Euro CD's are limited to 30% of the PSI portfolio.

3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.

4. Must be issued by:

   a) National or State-chartered bank, or

   b) Savings association or Federal association, or

   c) Federal or State credit union, or

   d) Federally licensed or State-licensed branch of a foreign bank.

5. Euro CD's:

   a) Maximum maturity: One year and limits outlined in Attachment I for issuer's current credit rating.

b) Maximum total par value: 10% of the PSI portfolio.

c) Maximum par value per issuer: Per limits outlined in Attachment I for issuer's current credit rating.

d) Limited to London branch of National or State-chartered banks.

6. The aggregate total of Bankers Acceptances and Negotiable Certificates of Deposits SHALL NOT exceed:

a) The total shareholders' equity of depository bank.

b) The total net worth of the depository bank.

F. Corporate and Depository Notes

1. Maximum maturity: Three years and limits outlined in Attachment I for the issuer's current credit rating.

2. Maximum total par value: 30% of the PSI portfolio.

3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.

4. Notes MUST be issued by:

a) Corporations organized and operating within the U.S.

b) Depository institutions licensed by the U.S or any State and operating within the U.S.

5. Additional limits in Section G apply if note is a Floating Rate Note Instrument.

G. Floating Rate Notes

Floating Rate Notes included in this category are defined as any instrument that has a coupon or interest rate that is adjusted periodically due to changes in a base or benchmark rate.

1. Maximum maturity: Seven years, provided that Board of Supervisors' authorization to exceed maturities in excess of five years is in effect, of which a maximum of $100 million par value may be greater than five years to maturity.

2. Maximum total par value: 10% of the PSI portfolio.

3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.

4. Benchmarks SHALL be limited to commercially available U.S. dollar denominated indexes.

5. The Investment Office SHALL obtain the prospectus or the issuer term sheet prior to purchase for all Floating Rate Notes and SHALL include the following on the trade ticket:

   a) Specific basis for the benchmark rate.

   b) Specific computation for the benchmark rate.

   c) Specific reset period.

   d) Notation of any put or call provisions.

H. Commercial Paper

1. Maximum maturity: 270 days and limits outlined in Attachment I for the issuer's current credit rating.

2. Maximum total par value: 40% of the PSI portfolio.

3. Maximum par value per issuer: The lesser of 10% of the PSI portfolio or the limits outlined in Attachment I for the issuer’s current credit rating.

4. Credit: Issuing Corporation - Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (a) or paragraph (b):

   a) The entity meets the following criteria:

      1) Is organized and operating in the U.S. as a general corporation.

      2) Has total assets in excess of $500 million.

      3) Has debt other than commercial paper, if any, that is rated in a rating category of “A” or its equivalent or higher by a NRSRO.

b) The entity meets the following criteria:

1) Is organized in the U.S. as a Limited Liability Company or Special Purpose Corporation.

2) Has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.

3) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

I. Shares of Beneficial Interest

1. Money Market Fund (MMF) - Shares of beneficial interest issued by diversified management companies known as money market mutual funds, registered with the Securities and Exchange Commission in accordance with Section 270.2a-7 of Title 17 of the Code of Federal Regulation. The company SHALL have met either of the following criteria:

   a) Attained the highest possible rating by not less than two NRSROs.

   b) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized in Government Code Section 53601 and with assets under management in excess of five hundred million dollars ($500,000,000).

   Maximum total par value: 15% of the PSI portfolio. However, no more than 10% of the PSI may be invested in any one fund.

2. State of California's Local Agency Investment Fund (LAIF) pursuant to Government Code Section 16429.1.

3. Trust Investments – Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in securities and obligations authorized in Section 53601 (a) to (o) of the Government Code. To be eligible, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

   a) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

   b) The adviser has not less than five years of experience investing in the

securities and obligations authorized in Section 53601 (a) to (o) of the Government Code.

c) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

J. Repurchase Agreement

1. Maximum maturity: 30 days.

2. Maximum total par value: $1 billion.

3. Maximum par value per dealer: $500 million.

4. Agreements must be in accordance with approved written master repurchase agreement.

5. Agreements must be fully secured by obligations of the U.S. Government, its agencies and instrumentalities. The market value of these obligations that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities and the value shall be adjusted no less than monthly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day. If a repurchase agreement matures the next business day after purchase, the repurchase agreement is not out of compliance with this collateralization requirement if the value of the collateral falls below the 102% requirement at the close of business on settlement date.

K. Reverse Repurchase Agreement

1. Maximum term: One year.

2. Maximum total par value: $500 million. Maximum par value is limited to a combined total of reverse repurchase agreements and securities lending agreements of 20% of the base value of the portfolio.

3. Maximum par value per broker: $250 million.

4. Dealers limited to those primary dealers or those Nationally or State chartered banks that have a significant banking relationship with the County as defined in Government Code Section 53601(j)(4)(B) approved specifically by the

Treasurer.

5. Agreements SHALL only be made for the purpose of enhancing investment revenue.

6. Agreements must be in accordance with approved written master repurchase agreement.

7. Securities eligible to be sold with a simultaneous agreement to repurchase SHALL be limited to obligations of the U.S. Government and its agencies and instrumentalities.

8. The security to be sold on a reverse repurchase agreement SHALL have been owned and fully paid for by the Treasurer for a minimum of 30 days prior to sale.

9. The proceeds of the reverse repurchase agreement SHALL be invested in authorized instruments with a maturity less than 92 days unless the agreement includes a codicil guaranteeing a minimum earning or spread to maturity.

10. The proceeds of the reverse repurchase agreement SHALL be invested in instruments with maturities occurring at or before the maturity of the reverse repurchase agreement.

11. In no instance SHALL the investment from the proceeds of a reverse repurchase agreement be sold as part of a subsequent reverse repurchase agreement.

L. Forwards, Futures and Options

Forward contracts are customized contracts traded in the Over The Counter Market where the holder of the contract is OBLIGATED to buy or sell a specific amount of an underlying asset at a specific price on a specific future date.

Future contracts are standardized contracts traded on recognized exchanges where the holder of the contract is OBLIGATED to buy or sell a specific amount of an underlying asset at a specific price on a specific future date.

Option contracts are those traded in either the Over The Counter Market or recognized exchanges where the purchaser has the RIGHT but not the obligation to buy or sell a specific amount of an underlying asset at a specific price within a specific time period.

1. Maximum maturity: 90 days.

2. Maximum aggregate par value: $100 million.

3. Maximum par value per counterparty: $50 million. Counterparties for Forward and Option Contracts limited to those on the approved Treasurer and Tax Collector list and must be rated “A” or better from at least one nationally recognized rating agency.

4. The underlying securities SHALL be an obligation of the U.S. Government and its agencies and instrumentalities.

5. Premiums paid to an option seller SHALL be recognized as an option loss at the time the premium is paid and SHALL not exceed $100,000 for each occurrence or exceed a total of $250,000 in any one quarter. Premiums received from an option purchase SHALL be recognized as an option gain at the time the premium is received.

6. Complex or hybrid forwards, futures or options defined as agreements combining two or more categories are prohibited unless specific written approval of the Treasurer is obtained PRIOR to entering into the agreement.

7. Open forward, future, and option contracts SHALL be marked to market weekly and a report SHALL be prepared by the Internal Controls Branch.

8. In conjunction with the sale of bonds, the Treasurer MAY authorize exceptions to maturity and par value limits for forwards, futures and options.

M. Interest Rate Swaps

Interest Rate Swaps SHALL be used only in conjunction with the sale of bonds approved by the Board of Supervisors. In accordance with Government Code Section 53534, these agreements SHALL be made only if all bonds are rated in one of the three highest rating categories by two nationally recognized rating agencies and only upon receipt, from any rating agency rating the bonds, of written evidence that the agreement will not adversely affect the rating. Further, the counterparty to such an agreement SHALL be rated “A” or better from at least one nationally recognized rating agency selected by the Treasurer, or the counterparty SHALL provide an irrevocable letter of credit from an institution rated “A” or better from at least one nationally recognized rating agency acceptable to the Treasurer.

N. Securities Lending Agreement

Securities lending agreements are agreements under which the Treasurer agrees to transfer securities to a borrower who, in turn agrees to provide collateral to the Treasurer. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the Treasurer in return for the collateral.

1. Maximum term: 180 days.

2. Maximum par value: Maximum par value is limited to a combined total of reverse repurchase agreements and securities lending agreements of 20% of the base value of the portfolio.

3. Dealers limited to those primary dealers or those Nationally or State chartered banks that have a significant banking relationship with the County as defined in Government Code Section 53601(j)(4)(B) approved specifically by the Treasurer.

4. Agreements SHALL only be made for the purpose of enhancing investment revenue.

5. Securities eligible to be sold with a simultaneous agreement to repurchase SHALL be limited to obligations of the U.S. Government and its agencies and instrumentalities.

6. The security to be sold on securities lending agreement SHALL have been owned and fully paid for by the Treasurer for a minimum of 30 days prior to sale.

7. The proceeds of the securities lending agreement SHALL be invested in authorized instruments with a maturity less than 92 days unless the agreement includes a codicil guaranteeing a minimum earning or spread to maturity.

8. In no instance SHALL the investment from the proceeds of a securities lending agreement be sold as part of a subsequent reverse repurchase agreement or securities lending agreement.

O. Supranationals

Supranationals are multilateral lending institutions that provide development financing, advisory services and other financial services to their member

countries to promote improved living standards through sustainable economic growth.

Supranational investments are U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by any of the supranational institutions identified in Government Code Section 53601(q), with a maximum remaining maturity of five years or less, and which are eligible for purchase and sale within the United States. Supranational investments shall be rated in a rating category of “AA” or its equivalent or better by a NRSRO and shall not exceed 30% of the PSI portfolio.

1. Maximum maturity: Five years and limits outlined in Attachment I for issuer’s current credit rating.

2. Maximum total par value: 30% of the PSI portfolio.

3. Maximum par value per issuer: Per limits outlined in Attachment I for issuer’s current credit rating.

Permitted Investments are also subject to limitation based on the ESG score of individual issuers in comparison to the ESG score of the issuer’s business sector, as rated by Sustainalytics. The limitation methodology is shown in Attachment II.

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT I-a.

MINIMUM CREDIT RATING
DOMESTIC ISSUERS

Investment Type	Maximum Maturity	Issuer Rating (1)			Investment Limit
		S&P Global	Moody's Analytics	Fitch Ratings	
Bankers' Acceptance	180 days	A-1/AAA	P-1/Aaa	F1/AAA	$750MM
		A-1/AA	P-1/Aa	F1/AA	$600MM
		A-1/A	P-1/A	F1/A	$450MM, of which 50% may be over 90 days to a maximum of 180 days
Certificates of Deposit	3 years	A-1/AAA	P-1/Aaa	F1/AAA	$750MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	$600MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	$450MM, of which 50% may be over 90 days to a maximum of 180 days
Corporate Notes, Asset Backed Securities (ABS) and Floating Rate Notes (FRN)	Corporate: 3 years ABS: 5 years FRN: 5 years (2)	A-1/AAA	P-1/Aaa	F1/AAA	$750MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	$600MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	$450MM, of which 50% may be over 90 days to a maximum of 180 days

Notes:
(1) All issuers must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P Global, Moody's Analytics, and Fitch Ratings).
(2) Seven years, if Board of Supervisors' authorization to exceed maturities in excess of five years is in effect, of which a maximum of $100 MM (million) par value may be greater than five years to maturity.

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT I-b.

MINIMUM CREDIT RATING
FOREIGN ISSUERS

Investment Type	Maximum Maturity	Issuer Rating (1)			Investment Limit
		S&P Global	Moody's Analytics	Fitch Ratings	
Bankers' Acceptance	180 days	A-1/AAA	P-1/Aaa	F1/AAA	$600MM
		A-1/AA	P-1/Aa	F1/AA	$450MM
		A-1/A	P-1/A	F1/A	$300MM, of which 50% may be over 90 days to a maximum of 180 days.
Certificates of Deposit	3 years	A-1/AAA	P-1/Aaa	F1/AAA	$600MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	$450MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	$300MM, of which 50% may be over 90 days to a maximum of 180 days
Corporate Notes, Asset Backed Securities (ABS) and Floating Rate Notes (FRN)	Corporate: 3 years ABS: 5 years FRN: 5 years (2)	A-1/AAA	P-1/Aaa	F1/AAA	$600MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	$450MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	$300MM, of which 50% may be over 90 days to a maximum of 180 days

Notes:
(1) All issuers must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P Global, Moody's Analytics, and Fitch Ratings).
(2) Seven years, if Board of Supervisors' authorization to exceed maturities in excess of five years is in effect, of which a maximum of $100 MM (million) par value may be greater than five years to maturity.

MINIMUM CREDIT RATING
SUPRANATIONAL ISSUERS

Issuer Rating (1)			Investment Limit (2)
S&P Global	**Moody's Analytics**	**Fitch Ratings**	
AAA	Aaa	aaa	30% of PSI Portfolio, of which 20% of the PSI Portfolio may be between 2 and 5 years.
AA	Aa	aa	20% of PSI Portfolio, of which 10% of the PSI Portfolio may be between 2 and 5 years.

Notes:
(1) The issuer must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P Global, Moody's Analytics, and Fitch Ratings).
(2) Maximum combined par value for all issuers is limited to 30% of the PSI portfolio.

MINIMUM CREDIT RATING
COMMERCIAL PAPER

Maximum Maturity	Issuer Rating (1) (2)			Investment Limit (3)
	S&P Global	Moody's Analytics	Fitch Ratings	
270 days	A-1	P-1	F1	$1.5 Billion

Notes:
(1) The issuer must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P Global, Moody's Analytics, and Fitch Ratings).
(2) If an issuer has a long-term rating, it must be rated in a rating category of “A” or its equivalent or higher.
(3) Maximum combined par value for all issuers is limited to 40% of the PSI portfolio.

ENVIRONMENTAL, SOCIAL, AND CORPORATE GOVERNANCE (ESG) SCORE IMPACT ON INVESTMENT LIMITS

If an issuer's Sustainalytics ESG score is weaker than the median Sustainalytics ESG score of its business sector, investment limits will be subject to the following investment limit reductions:

Score Differential	Percentage Reduction of Investment Limit
≤ 5 points weaker	0%
5 ≤ 10 points weaker	15%
10 ≤ 20 points weaker	30%
> 20 points weaker	50%

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT III

LIMITATION CALCULATION FOR
INTERMEDIATE-TERM, MEDIUM-TERM AND LONG-TERM HOLDINGS
(Actual $)

Average Investment Balance and Available Cash (1)	$54,855,027,336
Less:	
▪ 50% of Discretionary Deposits (1)	($1,780,447,842)
Average Available Balance	$53,074,579,494
Multiplied by the Percent Available for Investment Over One Year	75%
Equals the Available Balance for Investment Over One Year	$39,805,934,621
Intermediate-Term (From 1 to 3 Years) ▪ One-third of the Available Balance for Investment	$13,268,644,874
Medium-Term and Long-Term (Greater Than 3 Years) ▪ Two-thirds of Available Balance for Investment (2)	$26,537,289,747

(1) 24 Month Average from December 2022 to November 2024.
(2) Any unused portion of the Medium-Term and Long-Term available balance may be used for Intermediate-Term investments.

APPROVED LIST OF MUNICIPAL OBLIGATIONS

1. Any obligation issued or caused to be issued by the County of Los Angeles on its behalf or on behalf of other Los Angeles County affiliates. If on behalf of other Los Angeles County affiliates, the affiliate must have a minimum rating of “A3” (Moody’s Analytics) or “A-” (S&P Global or Fitch Ratings). The maximum maturity is limited to 30 years.

2. Any short- or medium-term obligation issued by the State of California or a California local agency with a minimum Moody’s Analytics rating of “MIG-1” or “A2” or a minimum S&P Global rating of “SP-1” or “A.” Maximum maturity limited to five years.

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☐ Board Letter ☒ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	2/19/2025
BOARD MEETING DATE	N/A
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	Sheriff's
SUBJECT	Advance notification to the Board of Department's intent to enter into negotiations with Harris/Syscon to extend Agreement No. 74666.
PROGRAM	Jail Information Management System (JIMS)
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☒ No
SOLE SOURCE CONTRACT	☒ Yes ☐ No If Yes, please explain why: JIMS was customized by Harris/Syscon to meet the needs of the County's jail facilities. Harris/Syscon does not authorize, license, or otherwise certify any third party to maintain, support, and/or modify its proprietary software.
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable **If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.**
DEADLINES/ TIME CONSTRAINTS	The current Agreement expires on August 17, 2025.
COST & FUNDING	Total cost: $ TBD Funding source: Inmate Welfare Fund TERMS (if applicable): A three-year extension to Agreement No. 74666. Explanation:
PURPOSE OF REQUEST	To notify the Board of Department's intent to enter into negotiations with Harris/Syscon to extend Agreement No. 74666.
BACKGROUND (include internal/external issues that may exist including any related motions)	Continuation of maintenance and support services for JIMS is necessary to allow the Department to complete the implementation of the successor solution known as the Integrated Jail Information System.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Tony Liu, ASM II, (213) 229-3272, tliu@lasd.org Scott Goodwin, IT Manager III, (562) 345-4149, srgoodwi@lasd.org

February 19, 2025

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:

ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AMENDMENT TO AGREEMENT NUMBER 74666 WITH N. HARRIS COMPUTER CORPORATION AND SYSCON JUSTICE SYSTEMS, INC. FOR THE MAINTENANCE AND SUPPORT OF THE JAIL INFORMATION MANAGEMENT SYSTEM

SUBJECT

This letter provides advance notification to the Board, in accordance with Board Policy 5.100, Sole Source Contracts and Amendments, that the Los Angeles County (County) Sheriff's Department (Department) intends to begin negotiations for a Sole Source Amendment (Amendment) to extend Agreement Number 74666 (Agreement) with N. Harris Computer Corporation and Syscon Justice Systems, Inc. (collectively, Harris/Syscon) to provide continued maintenance and support services (Services) for the Department's Jail Information Management System (JIMS) while the successor solution is being implemented.

PURPOSE

The current Agreement expires on August 17, 2025. The proposed Amendment will extend the term of the Agreement for three years. The continuation of the Services for JIMS is necessary to allow the Department to complete the implementation of the successor solution known as the Integrated Jail Information System (IJIS).

The Department is currently engaged in negotiations with Harris/Syscon to finalize a sole source contract for the implementation and maintenance of IJIS. The Department anticipates taking the sole source contract to the Board for approval by mid-2025. The proposed three-year extension will avoid any interruption in Services while Harris/Syscon completes its IJIS implementation. Once IJIS is successfully implemented, the Department will retire JIMS and terminate the Agreement for convenience.

BACKGROUND

In Fiscal Year 2001-2002, the Department solicited for a commercial off-the-shelf (COTS) software solution through the County's Internal Services Department (ISD) to update the Department's inmate management system. The Department and ISD then conducted a detailed evaluation of five vendors' software products and their associated costs. Syscon Justice Systems Limited (Syscon Limited) offered the lowest cost product with the best functional and technical fit of all the jail management software vendors that responded and was the only vendor that offered a complete web-based product. Syscon Limited was selected as the highest-rated vendor, resulting in ISD issuing a purchase order to acquire licenses to the then-current version of Syscon Limited's inmate management software.

On December 2, 2003, the County entered into sole source Agreement Number 74666 with Syscon Limited to provide additional modules to the core product, as well as continued maintenance of the solution, hereafter known as JIMS. The Agreement has been amended 14 times to, among other things, extend the term of the Agreement, increase contingency funds, memorialize the County's consent to the merger/acquisition of the original contracting entity, and add or revise certain County-mandated provisions.

In 2019, at the direction of the Office of the Chief Information Officer (OCIO), the Department employed Gartner Solutions, Inc. (Gartner) to conduct a Business Process Review (BPR) of the Department's custody operations and provide recommendations. Gartner completed the BPR in late 2021. In 2022, the Department published a Request for Information to research current inmate management solutions from the vendor community. Harris/Syscon's latest COTS software was determined to be the best fit for the Department's business needs. Consequently, the Department engaged Harris/Syscon to perform a fit/gap analysis to identify gaps in functionality between their latest COTS software and the Department's business capabilities model identified in Gartner's BPR report. The fit/gap analysis was completed in early 2024.

On October 3, 2024, the Department notified the Board of its intent to negotiate a sole source contract with Harris/Syscon for the implementation of IJIS which will replace the Automated Justice Information System, JIMS, and various other ancillary systems currently used in custody operations.

SOLE SOURCE JUSTIFICATION

JIMS is an inmate identification, movement and location tracking system application customized by Harris/Syscon to meet the specific needs of the County's jail facilities. The Department operates JIMS to manage an average daily population of approximately 15,000 inmates.

The COTS software and customized modules that provide the core functionality for JIMS are proprietary to Harris/Syscon. Harris/Syscon does not authorize, license, or otherwise certify any third party to maintain, support, and/or modify its proprietary software.

The Department's Office of Technology Planning, OCIO, and County Counsel have all reviewed and concur that this sole source approach is in the best interest of the County.

CONCLUSION

Pursuant to Board Policy, the Department will proceed with sole source negotiations in four weeks, unless otherwise instructed by the Board.

Should you have any questions, please contact Contracts Manager Alex Madera, Fiscal Administration Bureau's Contracts Unit, at (213) 229-3276.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:TL:tl
(Fiscal Administration Bureau/Contracts Unit)

c: Board of Supervisors, Justice Deputies
Edward Yen, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Rene Phillips, Manager, Chief Executive Office (CEO)
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Michael Xie, Senior Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Peter Loo, Chief Information Officer, Office of the Chief Information Officer
Timothy J. Kral, Chief Legal Advisor, Legal Advisory Unit
Cammy C. DuPont, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Gerardo J. Pinedo, Assistant Sheriff, CFAO
Paula L. Tokar, Assistant Sheriff Custody Operations
Sergio V. Escobedo, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Tania E. Plunkett, Acting Chief, Custody Services Division (CSD), Specialized Programs
Richard F. Martinez, Assistant Division Director, ASD
David C. Sum, Acting Commander, Technology and Support Division (TSD)
David E. Culver, Director, Financial Programs Bureau
Tracey Jue, Director, Fiscal Administration Bureau (FAB), ASD
James C. Peterson, Captain, Data Systems Bureau (DSB)
Scott R. Goodwin, Information Technology Manager III, CSD, DSB
Oscar R. Butao, Lieutenant, ASD
Lewis N. Lim, Lieutenant, TSD
Alex Madera, Administrative Services Manager (ASM) III, FAB, Contracts Unit (CU)
Edna M. Reyes Sandoval, Principal Information Systems Analyst, DSB
Erica M. Nunes, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Tony Liu, ASM II, FAB, CU

SOLE SOURCE CHECKLIST

Department Name: Department of Registrar-Recorder/County Clerk

☐ New Sole Source Contract

☑ Existing Sole Source Contract Date Sole Source Contract Approved: December 2, 2003

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 "*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*."
	➢ 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

QUESTIONNAIRE FOR A SOLE SOURCE AMENDMENT TO AGREEMENT NUMBER 74666 WITH N. HARRIS COMPUTER CORPORATION AND SYSCON JUSTICE SYSTEMS, INC.

It is the policy of the County to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which, when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

1. **What is being requested?**
   Continued maintenance and support services are being requested of N. Harris Computer Corporation and Syscon Justice Systems, Inc. (Syscon) for the Los Angeles County (County) Sheriff's Department's (Department) mission-critical Jail Information Management System (JIMS).

2. **Why is the product needed – how will it be used?**
   The JIMS software is composed of three major modules: Inmate Trust Accounting, Inmate Property Tracking, and Inmate Case Jacket Tracking. The Trust Accounting module interfaces with other jail and contractor applications such as Jail Health Information System (JHIS), Inmate Trust Deposit System (ITDS), and Inmate Commissary Purchasing System (ICPS). JIMS has been deployed in the Department for over 15 years. Syscon has customized the JIMS application to meet specific business rules for the County's large jail environment.

3. **Is this "brand" of product the only one that meets the user's requirements? If yes, what is unique about the product?**
   Yes. Syscon provided the commercial off-the-shelf (COTS) software to create JIMS. This jail software package was initially selected on a competitive bid basis through the County's Internal Services Department. It provided both the lowest cost as well as the best technical and functional fit of the available COTS jail packages. This software is proprietary to Syscon.

4. **Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?**
   No. Syscon is the only vendor that can provide support for their proprietary software.

5. **Will purchase of this product avoid other costs, e.g. data conversion, etc? Or will it incur additional costs, e.g. training, conversion, etc?**
   Yes. As part of the everyday operations of County jails, JIMS is a mission-critical application. A JIMS failure would affect, at a minimum, six jail software modules (Inmate Trust Accounting, Inmate Property, Inmate Case Jacket, Commissary, Central Housing, and XML Interface) and result in a return to paper processing. The

Department would not have adequate staffing to process the voluminous amount of paperwork in a timely manner. The continued maintenance and support of JIMS will avoid overtime and training costs in the event of a JIMS breakdown.

6. **Is the product proprietary or is it available from various dealers? Have you verified this?**
The JIMS software is proprietary to Syscon. Syscon neither trains nor allows outside third parties to provide these services to its software.

7. **Reasonableness of Price. Does the County obtain a percentage discount or special discount not available to the private sector?**
No.

8. **What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?**
Not applicable to the maintenance and support of the software.

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BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	2/19/2025
BOARD MEETING DATE	3/11/2025
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	BOS-Information Systems Advisory Board
SUBJECT	APPROVAL OF CONTRACT BETWEEN THE COUNTY OF LOS ANGELES ON BEHALF OF THE INFORMATION SYSTEMS ADVISORY BOARD AND INFOR PUBLIC SECTOR, INC. FOR PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES
PROGRAM	CONTINUE PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES FOR PARTICIPATING DEPARTMENTS
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable
DEADLINES/ TIME CONSTRAINTS	Not applicable
COST & FUNDING	Total cost: $10,529,000 — Funding source: To be provided by each participating department from their current budget allocations with ongoing year costs budgeted each fiscal year TERMS (if applicable): Six years (Initial Term) and up to four additional one-year option periods (Extended Term) Explanation: Funding for the Contract will be provided by the participating departments. No new net County funds are being requested for this Contract. There are no other fiscal impacts.
PURPOSE OF REQUEST	To provide PIX Cloverleaf Application Management Services for criminal justice agencies.
BACKGROUND (include internal/external issues that may exist including any related motions)	On April 17, 2024, County released a Request for Proposals for PIX Cloverleaf Application Management Services. A Mandatory Virtual Proposers Conference was held on May 15, 2024, with two companies in attendance. One Proposal was received before the closing date of July 10, 2024. The Proposal met all RFP minimum requirements. Proposal evaluations were completed on August 30, 2024. The Evaluation Committee recommended Infor Public Sector, Inc. as the winning vendor based upon price, technical capability, and proposed staff.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Thomas Kooy, Executive Director, 562-403-6501, TKooy@isab.lacounty.gov Fernando Angell, Assistant Director, 562-403-6505, FAngell@isab.lacounty.gov

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Information Systems Advisory Board
County of Los Angeles

CHAIR
Scott Goodwin
Sheriff's Department

VICE CHAIR
Brian Cosgrove
District Attorney's Office

ISAB

Thomas Kooy
Executive Director

Fernando Angell
Assistant Director

Eugene Cabrera
Director, Project Development

Duane Nguyen
Director, Integration Services

MEMBER AGENCIES

Alternate Public Defender's Office

Chief Executive Office

District Attorney's Office

Internal Services Department

Los Angeles Police Department

Medical Examiner/Office of the Coroner

Police Chiefs' Association

Probation Department

Public Defender's Office

Sheriff's Department

Superior Court

March 11, 2025

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:

CONTRACT BETWEEN THE COUNTY OF LOS ANGELES AND INFOR PUBLIC SECTOR, INC. FOR PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES (ALL DISTRICTS) (3-VOTES)

SUBJECT

Approval of a contract between the County of Los Angeles on behalf of the Information Systems Advisory Board and Infor Public Sector, Inc. for the PIX Cloverleaf Application Management Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Executive Director of Information Systems Advisory Board (ISAB) to finalize and execute a contract with Infor Public Sector, Inc. (Infor) for PIX Cloverleaf Application Management Services (Services), substantially like the attached Contract (Attachment I), for a period of six (6) years (Initial Term) and up to four (4) additional one-year option periods (Extended Term), for a maximum total Contract Sum of $10,529,000 for the ten (10) year term of the Contract.
2. Delegate authority to the Executive Director of ISAB or designee, during the term of the Contract, to execute Change Notices to the Contract which do not affect the scope or work, payment amounts, or any other term or condition included under the Contract, and if necessary, terminate for convenience the Contract.

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3. Delegate authority to the Executive Director of ISAB or designee, during the term of the Contract to execute Amendments to the Contract that: (a) elect to extend the term of the Contract for an Extended Term; (b) do not materially affect the scope of work, payment amounts, or any term or condition included in the Contract; (c) provide written consent to an assignment or delegation under Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) of the Contract; (d) approve and make necessary changes to the scope of services to comply with the County's Protection of Electronic County Information; (e) implement a reduction pursuant to Paragraph 8.4 (Budget Reductions) of the Contract; and/or (f) implement orders from your Board or Chief Executive Office (CEO) or designee to add or change terms and conditions in the Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISAB is a multi-agency, multi-jurisdiction committee established by the Countywide Criminal Justice Coordination Committee (CCJCC). ISAB is charged with the responsibility of improving information systems design, ensuring coordinated development, and developing the capability of data sharing amongst the ISAB's criminal justice agencies.

In this capacity, ISAB acquired from Infor Corporation (Infor) licenses to Infor's Cloverleaf integration software platform (Cloverleaf) for ISAB's member agencies to create interfaces and to operate, maintain, and support interfaces both between and within various ISAB criminal justice agencies. The County implementation of Cloverleaf is called Proactive Information Exchange (PIX Cloverleaf).

The purpose of the recommended Contract is to provide resources to (1) maintain and support existing interfaces and environments, (2) develop new interfaces and other professional services on the Cloverleaf platform.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports the 2024-2030 County Strategic Plan, North Star 3 (Realize Tomorrow's Government Today), Focus Area Goal F (Flexible and Efficient Infrastructure), Strategy ii (Modernize Infrastructure) to modernize legacy/obsolete infrastructure and to leverage technological advancements that increase visibility, accessibility, and ease of use.

FISCAL IMPACT/FINANCING

The maximum County obligation under the proposed Contract is $10,529,000 over the entire Contract term, including the Initial Term of six (6) years and the Extended Term of up to four (4) years, which breaks down as follows: (a) $18,148 for Site Assessment and Evaluation; (b) $3,597,029 for Maintain and Support Deployed Interfaces and Environments for the Initial Term; (c) $2,913,822 for Maintain and Support Deployed Interfaces and Environments for the Extended Term; (d) $2,400,000 for optional New Interface Development and Other Professional Services for the Initial Term at the firm fixed hourly rate of $290; and (e) $1,600,000 for optional New Interface Development and Other Professional Services for the Extended Term at the firm fixed hourly rate of $310. Funding for this Contract will be provided by the ISAB Funding Departments from current budget allocations with ongoing year costs budgeted each fiscal year.

No new net County funds are being requested for this Contract. There are no fiscal impacts.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

After a formal solicitation, ISAB met with Infor to confirm acceptance of County's standard terms and conditions. ISAB worked closely with County Counsel, CEO Risk Management, and the Chief Information Office (CIO) to finalize the Contract. Except as detailed in attached exceptions (Attachment II), the Contract contains all Board required and legally required provisions. County Counsel has approved this Contract as to form.

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

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

CONTRACTING PROCESS

On April 17, 2024, the County released a Request for Proposals (RFP) for PIX Cloverleaf Application Management Services. A Mandatory Virtual Proposers Conference was held on May 15, 2024, with two (2) companies in attendance. One (1) Proposal was received before the closing date of July 10, 2024. The Proposal met all RFP minimum requirements. Proposal evaluations were completed on August 30, 2024. The Evaluation Committee recommended Infor as the winning vendor based upon price, technical capability, and proposed staff.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to the current PIX Cloverleaf Application Management Services.

CONCLUSION

The Contract will enable ISAB to provide essential Services to criminal justice agencies. If you have any questions or need additional information, your staff may contact Fernando Angell, Assistant Director, at (562) 403-6505 or email at FAngell@isab.lacounty.gov.

Respectfully submitted,

Thomas Kooy, Executive Director
Information Systems Advisory Board

TK: FA: lb

c: Alternate Public Defender's Office
District Attorney's Office
Probation Department
Public Defender's Office
Sheriff's Department
Superior Court

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ATTACHMENT I

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CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

INFOR PUBLIC SECTOR, INC.

FOR

PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

TABLE OF CONTENTS

PARAGRAPH		PAGE
RECITALS		**1**
1	**APPLICABLE DOCUMENTS**	**2**
2	**DEFINITIONS**	**2**
2.1	Standard Definitions:	2
3	**WORK**	**6**
3.1	Statement of Work	6
3.2	Work Order Work	6
3.3	Acceptance of Work	7
3.4	Unauthorized Work	7
4	**TERM OF CONTRACT**	**7**
5	**CONTRACT SUM**	**8**
5.1	Total Contract Sum	8
5.2	Written Approval for Reimbursement	8
5.3	Notification of 75% of Total Contract Sum	9
5.4	No Payment for Services Provided Following Expiration-Termination of Contract	9
5.5	Invoices and Payments	9
5.6	Intentionally Omitted	10
5.7	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	10
6	**ADMINISTRATION OF CONTRACT - COUNTY**	**11**
6.1	County Administration	11
6.2	County Project Director	11
6.3	County Project Manager	11
6.4	County Contract Project Monitor	11
7	**ADMINISTRATION OF CONTRACT - CONTRACTOR**	**11**
7.1	Contractor Administration	11
7.2	Contractor Project Director	12
7.3	Contractor Project Manager	12
7.4	Contractor's Staff	12
7.5	County Rules and Regulations	12
7.6	Background and Security Investigations	13

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

TABLE OF CONTENTS

PARAGRAPH		PAGE
7.7	Confidentiality and Security	13
8	**STANDARD TERMS AND CONDITIONS**	**16**
8.1	Amendments, Change Notices, Board Orders, Work Orders	17
8.2	Assignment and Delegation/Mergers or Acquisitions	18
8.3	Authorization Warranty	18
8.4	Budget Reductions	19
8.5	Complaints	19
8.6	Compliance with Applicable Law	19
8.7	Compliance with Civil Rights Laws	20
8.8	Compliance with the County's Jury Service Program	20
8.9	Conflict of Interest	22
8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List	22
8.11	Consideration of Hiring GAIN/START Participants	22
8.12	Contractor Responsibility and Debarment	23
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	25
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	25
8.15	County's Quality Assurance Plan	26
8.16	Intentionally Omitted	26
8.17	Employment Eligibility Verification	26
8.18	Counterparts and Electronic Signatures and Representations	27
8.19	Fair Labor Standards	27
8.20	Force Majeure	27
8.21	Governing Law, Jurisdiction, and Venue	28
8.22	Independent Contractor Status	28
8.23	Indemnification	29
8.24	General Provisions for all Insurance Coverage	29
8.25	Insurance Coverage	33
8.26	Intentionally Omitted	35
8.27	Most Favored Public Entity	35

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

TABLE OF CONTENTS

PARAGRAPH		PAGE
8.28	Nondiscrimination and Affirmative Action	35
8.29	Non-Exclusivity	36
8.30	Notice of Delays	36
8.31	Notice of Disputes	36
8.32	Notice to Employees Regarding the Federal Earned Income Credit	36
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	37
8.34	Notices	37
8.35	Prohibition Against Inducement or Persuasion	37
8.36	Public Records Act	37
8.37	Publicity	38
8.38	Record Retention and Inspection-Audit Settlement	39
8.39	Recycled Bond Paper	40
8.40	Subcontracting	40
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	41
8.42	Termination for Convenience	41
8.43	Termination for Default	42
8.44	Termination for Improper Consideration	44
8.45	Termination for Insolvency	44
8.46	Termination for Non-Adherence of County Lobbyist Ordinance	45
8.47	Termination for Non-Appropriation of Funds	45
8.48	Validity	45
8.49	Waiver	45
8.50	Warranty Against Contingent Fees	45
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	45
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	46
8.53	Time Off for Voting	46
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking	46
8.55	Effect of Termination	46
8.56	Compliance with Fair Chance Employment Hiring Practices	48

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

TABLE OF CONTENTS

PARAGRAPH **PAGE**

8.57 Compliance with the County Policy of Equity 48
8.58 Prohibition from Participation in Future Solicitation(s) 49
8.59 Intentionally Omitted 49
8.60 Intentionally Omitted 49

9 UNIQUE TERMS AND CONDITIONS 49

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) 49
9.2 Proprietary Rights 50
9.3 Intellectual Property Indemnification 51
9.4 Intentionally Omitted 53
9.5 Intentionally Omitted 53
9.6 Intentionally Omitted 53
9.7 Intentionally Omitted 53
9.8 Intentionally Omitted 53
9.9 Intentionally Omitted 53

10 WARRANTIES....53

10.1 Warranties Regarding Task 3 Services 53
10.2 General Warranties 53
10.3 Warranty Pass-Through 54
10.4 Disclaimer of Other Warranties 54

11 LIMITATION OF LIABILITY 54

12 SURVIVAL....55

STANDARD EXHIBITS

A Statement of Work and Attachments
B Pricing Schedule
C Intentionally Omitted
D County's Administration
E Contractor's Administration
F Safely Surrendered Baby Law

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

G Information Security and Privacy Requirements

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
INFOR PUBLIC SECTOR, INC.
FOR
PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES

This Contract, including all Exhibits and Attachments hereto ("Contract"), is made and entered into this 11th day of March 2025 by and between the County of Los Angeles, hereinafter referred to as "County" on behalf of the Information Systems Advisory Board, hereinafter referred to as "Department" or "ISAB" and Infor Public Sector, Inc. a California corporation, hereinafter referred to as "Contractor". Contractor is located at 13560 Morris Road, Suite 4100, Alpharetta, Georgia 30004. County and Contractor are referred to here as "Parties", each a "Party".

RECITALS

WHEREAS, the County may contract with private businesses for consulting services (as further defined in Paragraph 2 (Definitions) below, hereinafter "Services" or "PIX Cloverleaf Application Management Services") relating to integrating, maintaining, supporting, re-architecting, migrating, analyzing, developing, deploying, testing, and other services with respect to Interfaces (as defined in Paragraph 2 (Definitions) below) developed using PIX Cloverleaf Software (as defined in Paragraph 2 (Definitions) below) when certain requirements are met; and

WHEREAS, Contractor possesses the necessary skills, qualifications, competence, license, and expertise, and therefore, is qualified to perform such Services; and

WHEREAS, County is authorized by the California Government Code, Section 31000 and otherwise to contract for special services, including the Services described herein; and

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

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

1 APPLICABLE DOCUMENTS

The body of this document (hereinafter "Base Contract"), including without limitation the Recitals hereto along with all Exhibits are attached hereto, are all incorporated herein by reference and collectively form and throughout and hereinafter are referred to as the "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 this Base Contract and the Exhibits and Attachments thereto, or between Exhibits and Attachments, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Base Contract and then to the Exhibits and Attachments to the following descending priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Intentionally Omitted
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Safely Surrendered Baby Law

Information Security and Privacy Requirements

Exhibit G	Information Security and Privacy Requirements

All Work Orders executed in accordance with the terms hereof additionally form a part of this Contract. In the event of any conflict or inconsistency between the Base Contract and/or any Exhibit hereto and any executed Work Order, precedence will be given to this Base Contract and the Exhibits hereto.

This Contract including all Exhibits hereto and all Work Orders executed in accordance with the terms hereof, constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments, Change Notices, Board Orders, Work Orders) and signed by both parties.

2 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 Acceptance; Accept: County's written approval in accordance with the terms of this Contract of Services (including the procedures specified in

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

Paragraph 3.3 (Acceptance of Work) below) provided by Contractor under Task 1 of Exhibit A (Statement of Work) or under a Work Order.

2.1.2 **Amendment:** As defined in Paragraph 8.1 (Amendments, Change Notices, Board Orders, Work Orders).

2.1.3 **Base Contract**: As defined in Paragraph 1 (Applicable Documents).

2.1.4 **Board of Supervisors (Board)**: The Board of Supervisors of the County of Los Angeles acting as governing body

2.1.5 **Business Day:** Monday through Friday, excluding County observed holidays.

2.1.6 Confidential Information: As defined in Paragraph 7.7 (Confidentiality and Security).

2.1.7 **Contract**: As defined in Paragraph 1 (Applicable Documents) to this Contract, which is the agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the Service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, Deliverables, Services, and other work.

2.1.8 **Contract Sum:** As defined in Paragraph 5 (Contract Sum).

2.1.9 **Contract Term; term of this Contract:** As defined in Paragraph 4 (Term of Contract).

2.1.10 **Contractor**: As defined in the preamble to this Contract, which is the person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

2.1.11 **Contractor Materials:** As defined in Paragraph 9.2 (Proprietary Rights).

2.1.12 **Contractor Project Director**: As defined in Paragraph 7 (Administration of Contract – Contractor).

2.1.13 **Contractor Project Manager**: As defined in Paragraph 7 (Administration of Contract – Contractor).

2.1.14 **County:** As defined in the preamble to this Contract.

2.1.15 **County Contract Project Monitor:** As defined in Paragraph 6 (Administration of Contract - County).

2.1.16 **County Data:** All County records, data, and information from time to time collected, recorded, stored, accessed, altered, retrieved, transferred, and/or otherwise used by the PIX Cloverleaf Software system, including but not limited to criminal justice records, information, and data; all other County records, data, and information to which Contractor may from time to time have access during the course of performance of Services and/or other work hereunder. For the

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avoidance of doubt, County Data includes County Information as defined in Exhibit G.

2.1.17 **County Indemnitees**: As defined in Paragraph 8.23 (Indemnification).

2.1.18 **County Project Director:** As defined in Paragraph 6 (Administration of Contract - County).

2.1.19 **County Project Manager:** As defined in Paragraph 6 (Administration of Contract - County).

2.1.20 **Custom Interfaces:** Custom interfaces for the Software that are developed by Contractor for County hereunder based upon business and technical requirements provide by County.

2.1.21 **Deficiency; Deficiencies, Deficient:** Any material (i) malfunction, error or defect in the design, development, implementation, materials, workmanship and/or Services provided by Contractor under this Contract; or (ii) failure to meet or comply with, or deviation from, the requirements of this Contract, including Exhibit A (Statement of Work) and/or any Work Order hereunder, mutually agreed upon standards or any other representations or warranties by Contractor under this Contract regarding the Services relating to any Work Order or any Services or work provided by Contractor hereunder.

2.1.22 **Deliverable(s):** The Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable Work Order.

2.1.23 **Effective Date:** The date first set forth in the preamble to this Contract, which is the date as of which this Contract has been executed by an authorized officer of both Parties and has been approved by the Board.

2.1.24 **Existing Interfaces:** All interfaces for the Software that were developed by or on behalf of County prior to the Effective Date.

2.1.25 **Federal:** The federal government of the United States of America.

2.1.26 **Fixed Blended Hourly Rate:** The fully burdened, blended hourly rate specified in Exhibit B (Pricing Schedule).

2.1.27 **Intellectual Property Rights**: All intellectual property or other proprietary rights (including without limitation copyrights, patent rights, trade secret rights, rights of reproduction, trademark rights, rights of publicity, moral rights, and rights to secure registrations, renewals, reissues, and extensions thereof.

2.1.28 **Interfaces:** Existing Interfaces and New Interfaces.

2.1.29 **New Interfaces:** Custom Interfaces and all other interfaces for the Software, including, but not limited to, interfaces constituting Contractor Materials, that are provided by Contractor to County hereunder during the term of this Contract.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

2.1.30 **PIX Cloverleaf Application Management Services; Services:** The Software-related professional services that Contractor will provide County as contemplated under this Contract and/or any Work Order, including but not limited to, as described in Exhibit A (Statement of Work).

2.1.31 **PIX Cloverleaf Software; Software:** The Proactive Information eXchange Cloverleaf integration software platform operated and maintained by ISAB for its criminal justice member agencies, with respect to the Contractor who provides Services under this Contract.

2.1.32 **Pricing Schedule:** The pricing terms relating to this Contract as specified in Exhibit B (Pricing Schedule).

2.1.33 **Project Plan:** A plan for performance of any Services by Contractor under this Contract pursuant to an agreed upon Work Order.

2.1.34 **Resource(s):** Any one of the persons provided by Contractor under the Contract for the provision of Services hereunder.

2.1.35 **Skills Requirements:** Technical and other skills Contractor, including each Resource providing Services under the Contract, is required to possess in order to perform all Services specified in this Contract, including Attachment 2 (Skills Requirements) of Exhibit A (Statement of Work).

2.1.36 **Specifications**: All specifications, requirements, and standards specified in Exhibit A (Statement of Work) or a Work Order; all documentation provided by Contractor with respect to the Interfaces or Services, to the extent not inconsistent with any of the foregoing.

2.1.37 **State**: The State of California.

2.1.38 **Statement of Work; Scope of Work**: The tasks, subtasks, deliverables, goods, Services, and other work set forth in Exhibit A (Statement of Work), including all Attachments thereto, or any Work Order or otherwise provided by Contractor to County under the terms of the Contract.

2.1.39 **Subcontract**: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.40 **Subcontractor**: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance Services and other work under this Contract, at any tier, under oral or written agreement.

2.1.41 **Task(s):** The areas of Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable Work Order.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

2.1.42 **Task 3 Dollars:** The dollar amount identified on Exhibit B (Pricing Schedule) as the Task 3 Dollars, which is the pool of dollars available for (a) all tasks, subtasks, deliverables, goods, Services, and other work described in Task 3 of Exhibit A (Statement of Work) which may be provided by Contractor during the Contract pursuant to Work Orders executed hereunder, and (b) reimbursement of Contractor's expenses incurred in accordance with Paragraph 5.2.

2.1.43 **Work Order:** Work Order under Paragraph 3.2 (Work Order Work) that is executed by the Parties in accordance with Paragraph 8.3 (Work Orders).

2.1.44 **Work Product:** As defined in Paragraph 9.2 (Proprietary Rights).

3 WORK

3.1 Statement of Work

In exchange for County's payment to Contractor of the applicable fees arising under the Contract and invoiced by Contractor in accordance with the terms of this Contract, Contractor must on a timely basis provide, complete, deliver, and implement PIX Cloverleaf Application Management Services set forth in this Contract, including Exhibit A (Statement of Work) and any Work Orders executed hereunder. Contractor must perform all such Services in accordance with Exhibit A (Statement of Work), any executed Work Orders, and any other applicable provisions set forth in the Contract, at the applicable rates and prices specified in Exhibit B (Pricing Schedule) and any other pricing terms agreed by the Parties in accordance with the terms of the Contract or Work Order executed hereunder.

3.2 Work Order Work

From time to time during the term of this Contract, County may request that Contractor provide Services and other work of the type described in Task 3 of Exhibit A (Statement of Work). Contractor must thereafter provide County with (a) a proposed fixed price for such Services and other work using the Fixed Blended Hourly Rate; (b) a proposed payment schedule for such Services and other work incorporating all applicable payment milestones from Attachment 3 (Expected Task 3 Tasks and Payment Milestones) of Exhibit A (Statement of Work); (c) a proposed scope of work incorporating all applicable Tasks and Deliverables from Attachment 3 (Expected Task 3 Tasks and Payment Milestones) of Exhibit A (Statement of Work); and (d) a proposed Project Plan. The Parties shall thereafter mutually negotiate a Work Order with respect to such Services and other work using Attachment 4 (Sample Work Order), which shall incorporate the agreed-upon fixed price, payment schedule, scope of work, and Project Plan, as well as an agreed upon credit for late delivery. In the event the Parties agree upon a Work Order, it shall be executed pursuant to Paragraph 8.1.4 (Work Orders). The maximum amount authorized under this Contract for all Services and other work to be performed pursuant to Work Orders under this Paragraph 3.2 is the Task 3 Dollars; it is understood and agreed that the Parties shall not execute a Work Order

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

if such Work Order would exceed the then-available Task 3 Dollars. Contractor must invoice County for each payment milestone indicated in the payment schedule of a Work Order, and each such invoice shall be payable by County, in accordance with Paragraph 5.5 (Invoices and Payments).

3.3 Acceptance of Work

All Services and other work provided by Contractor under Task 1 and/or Work Orders must be completed by Contractor and Accepted by County based on the Specifications. When Contractor has completed a Deliverable or Service specified under Task 1 or a Work Order, Contractor must provide written notification to County Project Manager that such Service or other Deliverable is being submitted to County. The County will, within ten (10) business days after Contractor's delivery of such written notice, or such other period as may be specified in a Work Order ("Acceptance Period"), either indicate the County's Acceptance of such Deliverable or Service or give Contractor written notice specifying any Deficiencies of such Deliverable or Service against the designated Acceptance criteria for such deliverable or activity as specified in the Statement of Work and/or Work Order, as applicable. If provided such notice of Deficiencies, Contractor must use reasonable efforts to promptly cure any such Deficiencies. After completing such cure, Contractor must resubmit the Deliverable or perform the Service for the County's review and Acceptance as set forth above (with a new Acceptance Period beginning.) Acceptance will be indicated by the written approval of County Project Manager and will not be unreasonably withheld or delayed. If the County fails to provide written notice of any deficiencies (or written Acceptance) within this new Acceptance Period, such Deliverable or Service shall be deemed conclusively accepted at the end of such Acceptance Period. In no event will County be liable or responsible for any payment prior to such Acceptance.

Notwithstanding the foregoing, the timelines for County's Acceptance of Contractor's Services or other work and Contractor's curing of the Deficiencies must not revise the dates for completion of Services and other work in any Project Plan absent written agreement by the Parties in accordance with the terms thereof.

3.4 Unauthorized Work

Contractor must not provide any Tasks, Deliverables, goods, Services, or other work to County other than those specified in this Contract.

4 TERM OF CONTRACT

4.1 The initial term of this Contract will be six (6) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract ("Contract Term").

4.2 The County will have the sole option to extend the Contract Term for up to four (4) additional one (1) year option terms, for a maximum total Contract Term of ten (10) years. Each such option term may be exercised at the sole discretion of the County Project Director or designee as authorized by the Board. In the event the County desires to renew the Contract by exercising an option term, the County will provide

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

Contractor with a written notice of intent to renew the Contract no less than 90 calendar days prior to the expiration of the then current Contract Term. The option to renew shall be set forth in a mutually agreed upon Change Notice pursuant to Paragraph 8.1 (Amendments, Change Notices, Board Orders, and Work Orders). In the event of any renewal of the Contract Term, the Task 2 Services will be deemed to be extended for the applicable renewal period, and the County will pay all applicable fees and expenses for such Services in accordance with the terms hereof, subject to an annual fee increase set for in Exhibit B (Pricing Schedule).

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 The Contractor must use commercially reasonable efforts to notify ISAB when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must use commercially reasonable efforts to send written notification to ISAB at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

The Contract Sum under this Contract shall be maximum total monetary amount that may be payable by County to Contractor for supplying all Tasks, Deliverables, goods, Services and other work under this Contract, including (a) those described in Tasks 1 and 2 of Exhibit A (Statement of Work) to be provided by Contractor during the term of the Contract, (b) the Task 3 Dollars, and (c) all applicable taxes, if any. The Contract Sum is set forth in Exhibit B (Pricing Schedule).

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any Tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as which has been as specified herein and pre-approved in writing by the County's Project Director or designee. Contractor will only be entitled to reimbursement of out-of-pocket travel, lodging, and meal costs incurred during the course of performance of work hereunder which have been pre-approved in writing by County's Project Director or designee and are in accordance with County's Travel Expense Reimbursement Guidelines. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the Tasks, Deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable Work Order. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor must invoice County for Deliverables and Services provided as follows: (a) under Task 1 of Exhibit A (Statement of Work), upon Contractor's completion and County's Acceptance of such Deliverables and Services; (b) under Task 2 of Exhibit A (Statement of Work), annually in advance; and (c) under a Work Order, for payment milestone indicated on the payment schedule of such Work Order upon Contractor's completion and County's Acceptance of all Deliverables and Services associated with such payment milestone.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule) and any applicable Work Order and shall contain the information set forth in Exhibit A (Statement of Work) or any applicable Work Order describing the Tasks, goods, Services, and/or other work for which payment is claimed. Contractor's fees for Services and other work provided hereunder, including the Fixed Blended Hourly Rate, must not increase beyond those specified in Exhibit B (Pricing Schedule) during the term of the Contract.

5.5.3 The Contractor must submit all invoices to the County Project Manager within 45 calendar days of each of the following: (a) for Deliverables and Services under Task 2 of Exhibit A (Statement of Work), the start of each annual period for such Deliverables and Services; (b) for Deliverables

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

and Services under Task 1 of Exhibit A (Statement of Work), County's Acceptance of all such Deliverables and Services; and (c) for each payment milestone indicated on the payment schedule of a Work Order, County's Acceptance of all Deliverables and Services associated with such payment milestone. All invoices must be submitted by email to County Project Manager at the addresses set forth in Exhibit E (County's Administration). The invoices must be in a form agreed upon by the Parties and shall meet the following requirements: (a) Invoices must contain the Contract Number, (b) Invoices must contain the Contractor's name, address, and phone number, and (c) Invoices must include the number(s) and description of the Work Order and/or other Services being invoiced.

5.5.4 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Project Manager prior to any payment thereof. Such approval may only be withheld or delayed on the basis of Contractor's failure to perform Services in accordance with this Contract or to submit such invoices in accordance with the Contract, including but not limited to this Paragraph 5.5 (Invoices and Payments).

5.5.5 Local Small Business Enterprises – Prompt Payment Program (if applicable)

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

5.6 Intentionally Omitted

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

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

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

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

5.7.4 At any time during the term of this Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County Project Director

The County Project Director will be responsible for ensuring that the objectives of this Contract are met. County Project Director will have the right at all times to inspect any and all Tasks, Deliverables, goods, Services, and other work provided by or on behalf of Contractor.

6.3 County Project Manager

The County Project Manager will be responsible for ensuring that the technical, business, and operational standards and requirements of this Contract are met and oversee the day-to-day administration of the Contractor. The County Project Manager will have full authority to supervise Contractor's performance in the daily operation of this Contract and will also provide direction to Contractor in areas relating to policy, procedures, and other matters with the purview of this Contract. The County Project Manager will on a regular basis interface with the Contractor Project Manager. The County Project Manager will report to the County Project Director regarding Contractor's performance with respect to technical, business, and operational standards and requirements of this Contract.

6.4 County Contract Project Monitor

The County Contract Project Monitor will be responsible for maintaining fully-executed copes of the Contract and all Change Notices, Work Order, and Amendments thereto on behalf of the County, and for management of compliance with the administrative terms and conditions of the Contract on behalf of the County, such as receiving copies of insurance certificates and licenses, permits, and accreditations under the Contract; receiving notices under the Contract; and acting on behalf of the County in the specified role under the Dispute Resolution Process.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

Resources provided by and/or on behalf of the Contractor must be adults who are fully fluent in both spoken and written English.

7.2 Contractor Project Director

The Contractor Project Director must be a full-time employee of the Contractor who shall be responsible for Contractor's overall performance of the Services under the Contract and ensuring Contractor's compliance with this Contract. The Contractor Project Director shall be available to meet and confer with the County Project Director and County Project Manager, as requested by County Project Director or County Project Manager, by phone or remote meeting to review project progress and discuss project coordination.

7.3 Contractor Project Manager

The Contractor Project Manager must be a full-time employee of the Contractor who shall be responsible for the Contractor's day-to-day activities as related to this Contract. The Contractor Project Manager shall interface with the County Project Manager and County Project Director on a regular basis and shall be available during business hours acceptable to County for telephone contact and/or remote meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Statement of Work).

7.4 Contractor's Staff

Contractor must provide qualified staff, including any and all Resources, providing Services or other work under the Contract. Contractor must not use any staff based outside of the United States of America to perform any Services requiring such staff to come on to County's site, to have any access to any production County Data, and/or to have access to any of County's production environments for its electronic systems.

Contractor must remove and use commercially reasonable efforts to replace any staff working on this Contract when reasonably and in good faith requested to do so by County, based upon performance or reported instances of malfeasance, impropriety, or violation of Contractor or County rules by the staff as outlined in Paragraph 7.5 (County Rules and Regulations). Request will be submitted to Contractor by County in writing stating the reasons for the requested removal.

Contractor must notify the County's Project Director or designee within five (5) business day when staff is no longer performing work under this Contract.

7.5 County Rules and Regulations

During the time when Contractor's employees, Subcontractors, or agents are at County facilities, such persons must be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Services under this Contract, with such rules and regulations provided that the same are provided by County to Contractor reasonably in advance of such assignment. In the event that County determines that an employee, Subcontractor, or agent of Contractor has violated any applicable rule or regulation, County will notify Contractor, and Contractor must

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

undertake such remedial or disciplinary measures as Contractor determines appropriate. If the reported violation is not thereby corrected, then Contractor must permanently withdraw its employee, Subcontractor, or agent from provision of Services in accordance with Paragraph 7.4 (Contractor's Staff).

7.6 Background and Security Investigations

7.6.1 Each of Contractor's staff performing Services or other work hereunder will come on County's site, have any access to production County Data, and/or have access to any of County's production environments for its electronic systems, as determined by County in County's sole discretion, must undergo, and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing Services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will request Contractor to advise Contractor's staff member that such staff member ay contact the County immediately to receive a copy of the Criminal Offender Record information obtained from the California Department of Justice through the County's background investigation.

7.6.2 County, in its sole discretion, may immediately deny or terminate facility access or access to County Data or systems to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility, County Data, or system access.

7.6.3 These terms will also apply to subcontractors of County contractors.

7.6.4 Disqualification, if any, of any member of Contractor's staff pursuant to this Paragraph 7.6 will not relieve Contractor of its obligation to use commercially reasonable efforts to replace such staff so as to complete all Services and other work in accordance with the terms and conditions of this Contract.

7.7 Confidentiality and Security

7.7.1 General Confidentiality Obligation

In addition to the requirements set forth in Exhibit G (Information Security and Privacy Requirements), each Party (a "receiving party"

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

must maintain the confidentiality of all non-public information provided to it by the other Party (a "disclosing party") in connection with this Contract and that is identified by the disclosing party to be confidential and/or proprietary, including without limitation the events and circumstances which occur during the course of this Contract, including but not limited to Personally Identifiable Information; (hereinafter "Confidential Information"), in accordance with the terms of this Paragraph 7.7.1 and Paragraph 7.7.2 (Nature of Confidential Information). Without limiting the foregoing, (a) The County's Confidential Information will include all County's Data that includes but is not limited to, information relating to County's clients, constituents, users, partners, or personnel; criminal records; County department and case information; and any other County Data in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information, and (b) Contractor's Confidential Information must include all Work Products.

7.7.2 Nature of Confidential Information

Each Party agrees that all Confidential Information will be deemed confidential, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary". Notwithstanding the foregoing or Paragraph 7.7.1, Confidential Information does not include information that: (a) is or becomes known to the public without fault or breach of the receiving party; (b) the receiving party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known receiving party; and/or (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information.

7.7.3 Required Actions Regarding receiving party Confidential Information

7.7.3.1 Each Party must restrict access to the Confidential Information only to its officers, employees, agents, and Subcontractors who need the Confidential Information to perform official duties under the Contract and, in the case of County, as permitted by the license granted in Paragraph 9.2.3. Each Party must inform all its officers, employees, Subcontractors, and other agents providing work hereunder of the confidentiality and security provisions of this Contract. Contractor is responsible compliance with this Paragraph 7.7 of its officers, employees, Subcontractors, and other agents to which Contractor has disclosed Confidential Information.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

7.7.3.2 Notwithstanding anything herein to the contrary, each receiving party acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which such Party discloses Confidential Information of the originally disclosing party.

7.7.3.3 County's compliance with this provision is subject in all respects to Paragraph 8.36 (Public Records Act).

7.7.3.4 With respect to any Confidential Information obtained by a receiving party pursuant to the Contract, such Party must: (a) not use any such Confidential Information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to the disclosing party a written notification regarding all requests for disclosure of any such Confidential Information made by any third party other than receiving party's officers, employees, agents, or Subcontractors with respect to which the receiving party must have complied with Paragraph 7.7.3; (c) not disclose, except as otherwise specifically permitted by the Contract, any such Confidential Information to any person or organization other than the disclosing party without the disclosing party's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, at receiving party's election, return, destroy, or maintain all of such Confidential Information in accordance with this Contract. Additionally, the receiving party shall be permitted to disclose Confidential Information of the disclosing party: (i) to the minimum extent necessary to enforce its rights under this Contract; and (ii) in the course of a regulatory examination, audit, or inspection.

Without limiting the generality of the preceding paragraph, in the event the receiving party receives any court or administrative agency order, or service of process regarding any such Confidential Information, the receiving party must promptly notify (to the extent permitted by law) the disclosing party. Thereafter, the receiving party must comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, the receiving party must use commercially reasonable efforts to delay such compliance and cooperate with the disclosing party to obtain relief from such obligations to disclose until the County will have been given a reasonable opportunity to obtain such relief. Additionally, the receiving party must promptly notify the disclosing party of any improper action with respect to the

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

disclosing party's Confidential Information that comes to the receiving party's attention.

7.7.4 Non-Exclusive Equitable Remedy

Each Party acknowledges that due to the unique nature of the Confidential Information there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to the disclosing party, and therefore, that upon any such breach or any threat thereof, the disclosing party may 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 either of them might have at law or equity.

7.7.5 Information Security and Privacy Requirements

Without limiting this Paragraph 7.7, Contractor, its officers, employees, Subcontractors, agents, and the Services, as applicable, shall, always, during the term of this Contract, comply with Exhibit G (Information Security and Privacy Requirements).

7.7.6 Specific Indemnity

The Contractor must indemnify, defend, and hold harmless the County Indemnitees , 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, Subcontractors, or other agents, to comply with this Paragraph 7.7 (Confidentiality and Security). Any legal defense (including negotiations for settlement) pursuant to the Contractor indemnification obligations under this Paragraph 7.7 (Confidentiality and Security) must be conducted by the Contractor and performed by counsel selected by the Contractor. Notwithstanding the preceding sentence, (i) the County will promptly notify Contractor of any such claim for indemnification hereunder, (ii) the County will reasonably cooperate with Contractor to facilitate the settlement or defense of the claim, and (iii) the County will have the right to participate in any such defense at its sole cost and expense.

7.7.7 Material Breach

Any breach of this Paragraph 7.7 by Contractor must constitute a material breach of this Contract and be grounds for termination of this Contract pursuant to the applicable provisions of Paragraph 8.43 (Termination for Default) of this Contract.

8 STANDARD TERMS AND CONDITIONS

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

8.1 Amendments, Change Notices, Board Orders, Work Orders

No representative of either the County or the Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 8.1. Any such revisions shall be accomplished only as provided in this Paragraph 8.1.

8.1.1 Amendments

Except as otherwise provided in this Contract, for any change which affects Exhibit A (Statement of Work), Contract Sum, Exhibit B (Pricing Schedule), or any term or condition included in this Contract, a negotiated Amendment to this Contract shall be required to be authorized in advance by County's Board of Supervisors and executed in writing by the County Project Director or designee and an authorized representative of the Contractor. Notwithstanding the foregoing, the County Project Director or designee is specifically authorized to execute Amendments on behalf of County without additional preauthorization by County's Board of Supervisors as follows: (a) do not materially affect Exhibit A (Statement of Work), Exhibit B (Pricing Schedule) of payments, or any term or condition included in this Contract; (b) provide written consent to an assignment or delegation under Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions); and/or (c) implement a reduction pursuant to Paragraph 8.4 (Budget Reductions).

8.1.2 Change Notices

For any change which does not affect Exhibit A (Statement of Work), term, Contract Sum, Exhibit B (Pricing Schedule), or any term or condition included under this Contract, a Change Notice may be prepared in writing and signed by County Project Director or designee, and an authorized representative of Contactor.

8.1.3 Board Orders

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. To implement such changes, an Amendment to the Contract must be prepared and executed by an authorize representative of the Contractor and by the County Project Director or designee.

8.1.4 Work Orders

All agreed-upon Work Orders pursuant under Paragraph 3.2 (Work Order Work) and amendments thereto may be signed on behalf of County by the County Project Director or designee and an authorized representative of the Contractor.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have herein. However, in the even any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority of control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in the form of an Amendment in accordance with applicable provisions of the Contract, including the need for an Amendment.

8.2.4 Any assignment of this Contract without County's express prior written approval will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 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.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Any such reduction will be accomplished through a mutually agreed upon Amendment pursuant to Paragraph 8.1 (Amendments, Change Notices, Board Orders, Work Orders). Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

8.5.1.1 The Contractor must preliminarily investigate all complaints received from the County and notify the County Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.

8.5.1.2 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.1.3 Copies of all written responses must be sent to the County Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

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

8.6.2 Contractor must indemnify, defend, and hold harmless County Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives,

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

guidelines, policies, or procedures. Any legal defense (including negotiations for settlement) pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, (i) the County will promptly notify Contractor of any such claim for indemnification hereunder, (ii) the County will reasonably cooperate with Contractor to facilitate the settlement or defense of the claims, and (iii) County will have the right to participate in any such defense at its sole cost and expense.

8.7 Compliance with Civil Rights Laws

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

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must use commercially reasonable efforts to give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the term of this Contract who are referred to Contractor by County.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor must use commercially reasonable efforts to give consideration for any such employment openings to participants in the County 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 who are referred to Contractor by County. For this purpose, consideration will mean that the Contractor will interview qualified

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

candidates. The County will refer GAIN/START participants by job category to the Contractor and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, Contractor must use commercially reasonable efforts to give laid-off County employees first consideration.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

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

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit F (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also use commercially reasonable efforts to encourage its subcontractors performing any material portion of the services, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/,

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

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

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

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

8.15 County's Quality Assurance Plan

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

8.16 Intentionally Omitted

8.17 Employment Eligibility Verification

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

8.17.2 The Contractor must indemnify, defend, and hold harmless, the Indemnitees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract. Any legal defense (including negotiations for settlement) pursuant to the Contractor indemnification obligations under this Paragraph 8.17 (Employment Eligibility Verification) shall be conducted by the Contractor and performed by counsel selected by the Contractor. Notwithstanding the preceding sentence, (i) the County will promptly notify Contractor of any such claim for indemnification hereunder, (ii) the County will reasonably cooperate with Contractor to facilitate the settlement or defense of the claim, and (iii) the County will have the right to participate in any such defense at its sole cost and expense.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County Indemnitees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable. Any legal defense (including negotiations for settlement) pursuant to the Contractor indemnification obligations under this Paragraph 8.19 (Fair Labor Standards) shall be conducted by the Contractor and performed by counsel selected by the Contractor. Notwithstanding the preceding sentence, (i) the County will promptly notify the Contractor of any such claim for indemnification hereunder, (ii) the County will reasonably cooperate with Contractor to facilitate the settlement or defense of the claim, and (iii) the County will have the right to participate in any such defense at its sole cost and expense.

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

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

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

8.23 Indemnification

Notwithstanding any provision to this contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (collectively, "County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees. Any legal defense (including negotiations for settlement) pursuant to the Contractor indemnification obligations under this Paragraph 8.23 (Indemnification) shall be conducted by the Contractor and performed by counsel selected by the Contractor. Notwithstanding the preceding sentence, (i) the County will promptly notify Contractor of any such claim for indemnification hereunder, (ii) the County will reasonably cooperate with Contractor to facilitate the settlement or defense of the claim, and (iii) the County will have the right to participate in any such defense at its sole cost and expense.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (in this Paragraph 8.24, "Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

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

8.24.2.5 Certificates and copies of any required endorsements must be sent to County Contract Project Monitor at the address herein provided in Exhibit D (County's Administration).

8.24.2.6 Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may suspend or terminate this Contract.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

With the exception of worker's compensation and professional liability, Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination, or cancellation.

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

8.25 Insurance Coverage

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

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) including the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

8.25.4.1 **Intentionally Omitted**

8.25.4.2 **Professional Liability-Errors and Omissions**

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

8.25.4.3 **Intentionally Omitted**

8.25.4.4 **Intentionally Omitted**

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

8.25.4.5 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of 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 items 1 through 6 referenced above; (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.

8.25.4.6 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of $2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must include 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.

8.25.4.7 Intentionally Omitted

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

8.26 Intentionally Omitted

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor certifies to the County each of the following:

8.28.2.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

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

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race,

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will be grounds upon which the County may terminate or suspend this Contract. Without limiting the County's right to otherwise enforce the terms of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) or Contractor's right to challenge such determination in accordance with applicable law and/or regulations, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations with respect to performance of Services under this Contract will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.7 The parties agree that in the event the Contractor violates any of the anti- discrimination provisions of this Contract, with respect to performance of Services under this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non-Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

In the event of any dispute between the Parties with respect to this Contract, Contractor and County must submit the matter to County's Contract Manager and Project Manager and Contractor's Project Manager for the purpose of endeavoring to resolve such dispute.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must use commercially reasonable efforts to (i) notify its employees, and (ii) require each Subcontractor performing any material portion of

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must use commercially reasonable efforts to (i) notify and provide to its employees, and (ii) will require each Subcontractor performing any material portion of the Services 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 (Safely Surrendered Baby Law) of this Contract. Additional information is available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and delivered: (i) by hand with signed receipt, (ii) mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration); (iii) by electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices and demands sent hereunder shall be deemed delivered immediately upon hand delivery, one (1) Day of deposit for overnight delivery with a reputable overnight delivery carrier, and within four (4) Days of deposit in the U.S. Mail if sent first-class registered or certified mail. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The County Contract Project Monitor will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract may be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act), and which are marked "trade secret",

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

"confidential", or "proprietary". The County will give reasonable advance notice to Contractor (to the extent permitted by law) and reasonably consult with Contractor in the event it receives a request for disclosure under the California Public Records Act of any of Contractor's documents and information; provided, however, that County is in no way required to violate its obligations to provide reasonable advance notice to and to reasonably consult with Contractor.

8.36.2 If Contractor reasonably and in good faith considers any of its documents and information, including, but not limited to, its Confidential Information, to be exempt from disclosure under the California Public Records Act, Contractor must use commercially reasonable efforts to plainly and prominently mark it as "trade secret", "confidential", or "proprietary", prior to its submission to County, although Contractor may identify and plainly and prominently mark additional documents and information as "trade secret", "confidential", or "proprietary", during the consultation described in Paragraph 8.36.1.

8.36.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County Indemnitees from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Any legal defense (including negotiations for settlement) pursuant to the Contractor indemnification obligations under this Paragraph 8.36 (Public Records Act) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor must not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.37 Publicity

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

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

8.37.1.1 The Contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Project Director or designee. The County will not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of Services and other work under this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' 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 commercially possible on this Contract.

8.40 Subcontracting

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

8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the Subcontractor.

8.40.2.2 Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor must indemnify, defend, and hold the County Indemnitees 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.

8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract. The Contractor must additionally be responsible for ensuring all Subcontractors comply with all provisions of this Contract.

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

8.40.6 The County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

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

8.40.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to the County Contract Project Monitor at the address herein in Exhibit D (County's Administration).

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than thirty (30) days after the notice is sent. Notwithstanding the foregoing, County may only terminate Services under Task 2 of Exhibit A (Statement of Work) pursuant to this Paragraph 8.42 by giving written notice of termination no less than thirty (30) days prior to the start of the next annual period, such termination to be effective at 11:59 p.m. Pacific Time on the last day of the then-current annual period.

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

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

8.42.3 In the event of a termination by County pursuant to this Paragraph 8.42, County will remain obligated to pay Contractor according to the terms of this Contract, for all Services rendered in accordance with this Contract and costs and expenses incurred in accordance with Paragraph 5 of this Contract through the effective date of termination.

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

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Project Director:

8.43.1.1 Contractor materially fails to perform or comply with the requirements of the Statement of Work or any Work Order or otherwise materially breaches this Contract, and unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such material breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor must not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured. .

8.43.2 Contractor may, by written notice to County, terminate the whole or any part of this Contract and/or any Work Order, if, in the judgement of Contractor, County materially breaches this Contract (other than with respect to a failure by County to pay invoices for which the procedure set forth in Subparagraph 8.43.6 (Suspension of Work; Termination by Contractor for Failure to Pay Invoices) and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such material breach within sixty (60) days (or such longer period as Contractor may authorize in writing) of receipt of written notice from Contractor specifying such failure or breach, except that County may not be entitled to any cure period, and Contractor may terminate immediately, in the event that County's failure to perform or comply is not reasonably capable of being cured.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any other costs if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any 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 paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Paragraph 8.43 (Termination for Default), the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

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

8.43.6 Suspension of Work; Termination by Contractor for Failure to Pay Invoices

8.43.6.1 In the event County fails to pay one or more invoices within the timeframe required by Paragraph 5.5 (Invoices and Payments), and County has not cured such failure within forty-five (45) days (or such longer period of time as Contractor may authorize in writing) of receipt of written notice from Contractor specifying such failure, then Contractor may suspend performance of Services related to the invoice(s) for which County has failed to pay.

8.43.6.2 If County has not cured such failure within thirty (30) days of the start of Contractor's suspension of performances under Subparagraph 8.43.6.1, then Contractor may terminate this Contract and/or the applicable Work Order effective immediately upon written notice given to County.

8.43.6.3 If County cures such failure within thirty (30) days of start of Contractor's suspension of performance under Subparagraph 8.43.6.1, Contractor must immediately recommence performance of the suspended Services and must continue

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

such performance in accordance with the terms of this Contract.

8.44 Termination for Improper Consideration

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

8.44.2 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/.

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

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code.

8.45.1.3 The appointment of a receiver or trustee for the Contractor.

8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

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

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

8.50.2 For breach of this warranty, the County will have the right to terminate and/or suspend this Contract.

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

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute grounds upon which County may terminate this Contract and/or pursue debarment of contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.53 Time Off for Voting

The Contractor must use commercially reasonable efforts to notify its California-based employees and must use commercially reasonable efforts to require each Subcontractor performing any material portion of the Services, if any, to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000), which efforts may include not less than ten (10) days before every statewide election, posting 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 meeting the applicable requirements of California Election Codes Section 14000.

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

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

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

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

8.55 Effect of Termination

8.55.1 In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing:

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

8.55.1.1 Contractor and County must continue the performance of Services and other work under this Contract to the extent not terminated.

8.55.1.2 Contractor must cease to perform the portion of the work being terminated on the date and to the extent specified in such notice and provide to County all completed Work Product and all Work Product in progress, in a media reasonably requested by County.

8.55.1.3 County will pay to Contractor all sums due and payable to Contractor for work performed in accordance with this Contract through the effective date of such expiration or termination (prorated as appropriate).

8.55.1.4 Except as otherwise provided herein, receiving party must return all copies of all Confidential Information of the disclosing party, in a media reasonably requested by the disclosing party Upon a disclosing party's request thereof, the receiving party must provide a written certification from an authorized officer certifying the receiving party's compliance with this requirement.

8.55.1.5 In the event Contractor terminates under Subparagraph 8.43.6.2 or Subparagraph 8.43.2, County will remain obligated to pay Contractor according to the terms of this Contract, for all Services rendered in accordance with this Contract, for all Services rendered in accordance with this Contract and costs and expenses incurred with Paragraph 5.2 of this Contract through the effective date of termination.

8.55.1.6 In the event County terminates under Subparagraph 8.43.1 as a result of Contractor's failure to perform Services in accordance with the terms hereof directly relating to Contractor's performance of such Services, Contractor must reimburse County for all prepaid fees that have not yet been earned by Contractor.

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

8.55.3 Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Interfaces provided to County hereunder and the PIX Cloverleaf Software maintained and supported by Contractor hereunder, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

Therefore, Contractor agrees that in the event of any expiration or termination of this Contract, Contractor must fully cooperate with County in the transition of County to a vendor, toward the end that there be no interruption of County's day to day operations due to the unavailability of the Interfaces or PIX Cloverleaf Software during such transition as provided herein. For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract (in this paragraph, "Transition Period"), County may request Contractor to provide services in the form of Work Order work to assist County to transition PIX Cloverleaf Software maintenance and support operations from Contractor to County or County's designated third party (in this paragraph, "Transition Services"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services, using any applicable rates set forth on Exhibit B (Pricing Schedule) for Work Order work. Upon execution of a mutually agreed Work Order for such Transition Services, Contractor must provide the County with all of the Transition Services as provided in such Work Order. The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees. This Subparagraph 8.55.3 will control over any conflicting provisions of Paragraphs 3.4 (Unauthorized Work) or 5.4 (No Payment for Services Provided Following Expiration-Termination of Contract). Compliance with this Paragraph 8.55.3 by either Party will not constitute a waiver or estoppel with regard to any rights or remedies available to the Parties.

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

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

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Intentionally Omitted

8.60 Intentionally Omitted

9 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.1.1 Contractor expressly acknowledges and agrees that the provision of Services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of Services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County Indemnitees from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

provide appropriate training to its employees regarding their obligations as described hereinabove. Any legal defense (including negotiations for settlement) pursuant to the Contractor indemnification obligations under this Paragraph 9.1 (Health Insurance Portability and Accountability Act of 1996 (HIPAA)) shall be conducted by the Contractor and performed by counsel selected by the Contractor. Notwithstanding the preceding sentence, (i) the County will promptly notify Contractor of any such claim for indemnification hereunder, (ii) the County will reasonably cooperate with Contractor to facilitate the settlement of defense of the claim, and (iii) the County will have the right to participate in any such defense at its sole cost and expense,.

9.2 Proprietary Rights

9.2.1 Contractor owns and will own all right, title, and interest, including copyright and other intellectual property rights, to all materials, software, New Interfaces, tools, technical information, and other work product, including without limitation configuration files, documentation, training or instructional materials, reference materials, and/or instruction manuals generated from the Services (“Work Product”). Contractor must use commercially reasonable efforts to mark plainly and prominently any and all Work Product as “trade secret”, “confidential”, or “proprietary”, provided the Contractor’s failure to so mark such Work Product must not prejudice Contractor’s ownership rights in such Work Product.

9.2.2 Contractor additionally owns and will own all right, title and interest, including copyright and other intellectual property rights, to any and all materials, software, tools, and technical information, including without limitation configuration files, documentation, training or instructional materials, reference materials, and/or instruction manuals, (i) which are acquired or developed, or were originally acquired or developed, by Contractor outside the scope of this Contract and (ii) which Contractor desires to use in connection with the Services ("Contractor Materials"). Contractor must use commercially reasonable efforts to mark any Contractor Materials plainly and prominently as "trade secret," "confidential," or "proprietary," provided that Contractor's failure to so mark such Contractor Materials must not prejudice Contractor's ownership rights in such Contractor Materials. Any and all Contractor Materials that Contractor uses hereunder shall constitute Work Product.

9.2.3 Subject to the terms and conditions of this Contract, Contractor grants County a perpetual, non-exclusive, non-transferable license to access, install, integrate, execute, operate, copy, modify, create derivative works from, archive, and otherwise use the Work Product for County's internal business purposes for installation, development, test, production, support, archival, emergency restart, and disaster recovery purposes. This license includes, but is not limited to, the ability (i) to operate the Work Product on the PIX Cloverleaf Software or any other platform, and

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

(ii) to allow third parties to access, install, integrate, execute, operate, copy, modify, create derivative works from, archive, and otherwise use the Work Product as is necessary to provide application management services for the PIX Cloverleaf Software (or any other applicable platform on which the Work Product is operated) of the type described in the Scope of Work, provided that, with respect to clause (ii), County obligates such third parties in writing to maintain the confidentiality of the Work Product pursuant to a written agreement containing confidentiality terms which are at least as onerous as, and not inconsistent with, the terms of Paragraph 7.7 (Confidential Information).

9.2.4 Contractor and Contractor's staff agree that County will be the sole owner of all right, title and interest, including Intellectual Property Rights, in and to all County Data. As between County and Contractor, ownership of Existing Interfaces (and any configuration files and documentation related thereto) must be provided in one or more agreements as may exist between the Parties (or their respective predecessor's in interest), notwithstanding any modifications that Contractor may make to such Existing Interfaces in connection with the Services under this Contract, provided further that such modifications (but not the Existing Interfaces) must be deemed to be Work Product under this Contract.

9.2.5 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.2.6 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.2.7 All the rights and obligations of this Paragraph 9.2 must survive the expiration or termination of this Contract.

9.3 Intellectual Property Indemnification

9.3.1 The Contractor must indemnify, hold harmless and defend County Indemnitees 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 a third party claim against the County that any of the Work Product infringes any third party's Intellectual Property Rights, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's Interfaces or other work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

infringement or unauthorized disclosure and will provide reasonable support the Contractor's defense and settlement thereof.

9.3.2 In the event any Work Product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

9.3.2.1 Procure for County all rights to continued use of the infringing Work Product.

9.3.2.2 Replace the infringing Work Product.

9.3.2.3 Modify the infringing Work Product so that it is free of claims.

9.3.2.4 In the event the first three bulleted options are not possible, discontinue County's use of such infringing Work Product and refund to County an appropriate portion of the fees paid for the infringing Work Product based on the County's prior use of such Work Product.

9.3.3 The Contractor must have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the infringing Work Product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the infringing Work Product was not designed nor intended, other than as recommended in writing in advance by Contractor.

9.3.4 Contractor's obligations under this indemnification are expressly conditioned on the following: (i) County will promptly notify Contractor of any such claim; (ii) County will, in writing, grant Contractor sole control of the defense of any such claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by County or an admission of guilt by County (if County chooses to represent its own interests in any such action, County may do so at its own expense, but such representation must not prejudice Contractors' right to control the defense of the claim and negotiate its settlement or compromise); (iii) County will reasonably cooperate with Contractor to facilitate the settlement or defense of the claim.

9.3.5 Contractor must not have any liability hereunder to the extent the claim arises from (i) any modification of such Work Product by, on behalf of, or at the request of County (unless approved in writing in advance by Contractor); or (ii) the use or combination of such Work Product with any computer, computer platform, operating system and/or data base management system other than provided by Contractor (unless approved in writing in advance by Contractor).

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

9.3.6 The foregoing sets forth Contractor's exclusive obligation and liability with respect to infringement of Intellectual Property Rights.

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

10 WARRANTIES

10.1 Warranties Regarding Task 3 Services

Contractor warrants to County that, for the period beginning on the specific date of the applicable Work Order and continuing for 90 days after the completion of Services and other work pursuant to that Work Order, Contractor will render all Services (and related Work Product) which are part of Task 3 of Exhibit A (Statement of Work) without material Deficiencies. If County notifies Contractor within the warranty period of a breach of the foregoing warranty, Contractor will re-perform such Services and re-provide such Work Product in compliance with the foregoing warranty. If despite its reasonable efforts, Contractor is unable to provide County with such Services and/or Work Product in compliance with the foregoing warranty, then Contractor must, subject to the limitations set forth in Paragraph 11 (Limitation of Liability), provide County with a credit in an appropriate amount equal to the portion of the fees paid with respect to the Deficient portion of the applicable Services and/or Work Product, which credit may be applied by County toward any other fees then-payable or to be payable during the Term of this Contract or any expenses then-reimbursable or to be reimbursable during the Term of this Contract; provided, however, that at the expiration or termination of this Contract, Contractor must promptly pay to County in cash the remaining balance of credits. The foregoing remedies are exclusive and are in lieu of all other remedies, and Contractor's sole obligations, for breach of the warranty contained in this Paragraph 10.1. After the applicable warranty period, Contractor's obligations to correct Deficiencies with the Services and Work Product are as set forth in Task 2 of Exhibit A (Scope of Work).

10.2 General Warranties

10.2.1 Contractor warrants that the Services will be performed using reasonable care and skill and according to the technical specifications, configurations, standards, functions and/or requirements as may be specified in the applicable Statement of Work, and/or any applicable Work Order and in a professional and workmanlike manner and consistent with generally accepted industry standards.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

10.2.2 All documentation delivered under this Contract must be in accordance with applicable County standards as may be specified in any applicable Work Order.

10.2.3 In performance of its Services under the Contract, Contractor must not intentionally cause any unplanned interruption of the operations of, or accessibility to, any of County's systems through any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, or “key lock”, “worm”, device or program, or disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of, County's systems by County or users or which could alter, destroy, or inhibit the use of County's systems, or the data contained therein (collectively referred to as a “Disabling Device”) which could block access to or prevent the use of County's systems by County or users. Contractor agrees that it has not intentionally placed, nor is it aware of, any Disabling Device intentionally placed by Contractor on County's systems in performance of its Services under this Contract, nor will Contractor knowingly permit any subsequent Services under this Contract to cause placement of any Disabling Device on County's systems.

10.3 Warranty Pass-Through

Contractor must pass through to County to the fullest extent authorized, any applicable warranty or indemnity offered by any manufacturer of any third-party software product that forms a part of the Services and which are provided by Contractor under this Contract.

10.4 Disclaimer of Other Warranties

Other than as expressly set forth in the Paragraph 10, elsewhere in this Contract, and/or in any Work Order, Contractor makes no other warranties whatsoever, express, or implied, with regard to any Services or other work provided under this Contract and/or Work Order, in whole or in part. Contractor explicitly disclaims all warranties on non-infringement, merchantability and of fitness for a particular purpose.

11 LIMITATION OF LIABILITY

a. The total liability of each Party and its respective affiliates and contractors or Contractor’s Third-Party licensors in connection with this Contract (whatever the basis for the cause of action) must not exceed two (2) times the Services fees paid to Infor during the twelve-month period immediately preceding the date on which such liability first arose for the Services giving rise to the liability.

b. In no event must either Party or its respective affiliates or contractors or licensors be liable for any special, incidental, punitive, indirect, or consequential damages or damages for lost profits, whether based on breach of Contract, tort (including negligence), product liability, or otherwise, and regardless of whether Contractor

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

has been advised of the possibility of such damages. For the sake of clarity, but without limiting what would otherwise be characterized as direct damages, the following costs, to the extent actually incurred by a Party as a result of the other Party's unauthorized disclosures of personal information shall be deemed to be direct damages: (i) the costs of providing notice to affected persons as required by applicable law; (ii) the cost of establishing and operating a call center to field inquiries related to such breach for at least 90 days (or longer as required by applicable law); and (iii) the cost of providing credit monitoring services to affected persons as required by applicable law.

c. Subparagraph (a) of this Paragraph 11 (Limitation of Liability) shall not apply to (i) Indemnification obligations arising under Paragraphs 8.23 (Indemnification); (ii) Damages, losses, or liabilities (collectively in this Subparagraph (c) of Paragraph 11(Limitation of Liability), "Damages") arising from a Party's unauthorized disclosure of personal information due to a breach of obligations under Paragraph 7.7 (Confidentiality and Security) resulting from such Party's failure to adhere to Paragraph 7.7 (Confidentiality and Security) and/or its documented security policies and procedures (in which case such Party's liability for damages must be further limited to a maximum of five (5) times the fees paid to Contractor during the twelve-month period immediately preceding the date on which such liability first arose under the applicable Work Order; (iii) Damages resulting from a Party's breach of the other Party's intellectual rights; (iv) Damages resulting from a Party's intentional misconduct; and (v) a Party's liability for damages to the extent that such limitation or exclusion is not permitted by applicable law.

d. The Parties have agreed that the limitations specified in Paragraph 10.1 (Warranties Regarding Task 3 Services) and this Paragraph 11 (Limitation of Liability) will survive and apply even if any remedy specified in this Contract is found to have failed its essential purpose.

12 SURVIVAL

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration-Termination of Contract)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments, Change Notices, Board Orders, Work Orders)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection-Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.2 (Proprietary Rights)

Paragraph 11 (Limitation of Liability)

Paragraph 12 (Survival)

Exhibit G (Information Security and Privacy Requirements)

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

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

CONTRACTOR

INFOR PUBLIC SECTOR, INC.

By Signed by: Jonathan Toomey C2BF7E5FFFF2413... Jonathan Toomey Sr Operations Director

Jonathan Toomey
Sr Director, Field Operations 23 January 2025

COUNTY OF LOS ANGELES

Information Systems Advisory Board

By

Thomas Kooy
Executive Director

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Michael D. Owens
Senior Deputy County Counsel

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

EXHIBIT A

STATEMENT OF WORK

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

TABLE OF CONTENTS

PARAGRAPH **PAGE**

1 SCOPE OF WORK 1
1.1 Introduction 1
1.2 Overview 1
1.3 Minimum Qualifications 2
1.4 Contractor Responsibilities 2
1.5 Scope of Services 2
1.5.1 Task 1 Category: Site Assessment and Evaluation 2
1.5.2 Task 2 Category: Maintain and Support Deployed Interfaces and Environments 3
1.5.3 Task 3 Category: New Interface Development and Other Professional Services 5
1.5.4 Credits Regarding Task 2 Services 6
2 QUALITY ASSURANCE PLAN 6
2.1 Status Meeting 6
2.2 Contract Discrepancy Report (Attachment 1 of this Exhibit A) 6
2.3 County Observations 6
3 ADMINISTRATION 6
3.1 County Project Director 7
3.2 County Project Manager 7
3.3 Designated County Staff 7
3.4 Contractor Project Director 7
3.5 Contractor Project Manager 7
4 HOURS/DAY OF WORK 8

SOW ATTACHMENTS

1 Contract Discrepancy Report (CDR)
2 Minimum Skills Requirements
3 Expected Task 3 Tasks and Payment Milestones
4 Sample Work Order

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

STATEMENT OF WORK (SOW)

1 SCOPE OF WORK

1.1 Introduction

This Exhibit A ("Statement of Work" or "SOW") sets forth the scope of work for Los Angeles County's ("County") on behalf of the Information Systems Advisory Board ("ISAB"), for Proactive Information Exchange ("PIX") Cloverleaf Application Management Services ("Services") described herein (as further defined in Appendix A (Contract), "Services") for all Infor Corporation's ("Infor") PIX Cloverleaf integration software platform ("Cloverleaf") based applications operated by ISAB's criminal justice agencies. The County implementation of Cloverleaf is called Proactive Information eXchange (as further defined in Appendix A (Contract), "PIX Cloverleaf Software"). Capitalized terms used herein without definition have the meanings given to such terms in Appendix A (Contract).

1.2 Overview

PIX Cloverleaf Software supports operational processes for the full justice lifecycle by transmitting and monitoring near real-time data on case transactions among 100-plus systems across over 60 agencies and departments for the County and other governmental agencies. Approximately 300,000 datagrams are currently exchanged through PIX Cloverleaf Software each day. The County has additional PIX Cloverleaf Software Interfaces in discussion for future development.

Like any enterprise software platform, PIX Cloverleaf Software requires platform expertise to manage and maintain, including tasks such as setting up, configuring, and refactoring PIX Cloverleaf Software components, addressing change requests, applying updates, and generally assuring the health and reliability of systems. With multiple applications in or nearing production, economies of scale can be realized by having a single resource group maintain those applications.

The Services described in this SOW are designed to maintain the PIX Cloverleaf Software production systems from end-user administration through application enhancement and system upgrades. Contractor must work with County to ensure that the systems are managed and maintained as designed and are kept up to date with the latest releases and features of Infor's Cloverleaf base product. Contractor must have knowledge of best practices for keeping a production system up to date and must be able to develop and maintain high availability and business continuity strategies.

The Statement of Work under the Contract must include, but not limited to, the following Services:

- Conduct an initial assessment and site evaluation of the current ISAB PIX Cloverleaf Software environments to identify areas where re-architecture and/or re-engineering is needed.
- Assist ISAB criminal justice agencies with the day-to-day maintenance and support of PIX Cloverleaf Software Interfaces.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

- Provide PIX Cloverleaf Software Interface management and monitoring services.
- Provide on-going support and management assistance of current system operation environments.
- Re-architect and migrate Existing Interfaces to use/leverage appropriate PIX Cloverleaf Software tools and components.
- Provide system analysis, development, testing, and support for new PIX Cloverleaf Software Interfaces.

1.3 Minimum Qualifications

The Contractor must provide Resources to perform Services for this Contract who meet each of the requirements set forth in the Attachment 2 (Minimum Skills Requirements) of this Exhibit A.

1.4 Contractor Responsibilities

Under the direction of the County Project Manager, the Contractor must perform the tasks as set forth in this Exhibit A.

The Contractor must work closely with ISAB in the technical maintenance and support of Interfaces using PIX Cloverleaf Software and provide some Interface development services for the existing PIX Cloverleaf Software deployed by ISAB. The Contractor must perform the Interface development and technical support tasks as directed by the County Project Manager, provided that engagement of Contractor to perform work under Task 3 must be in accordance with Paragraph 3.2 (Work Order Work) of Appendix A (Contract).

Contractor's responsibilities and qualifications must include, but not be limited to:

- Contractor must be available to address production support issues 24 hours per day, seven (7) days per week, 365 days per year (non-leap years), 366 days per year (leap years).
- Each Resource used by Contractor must have proven experience and execution skills, excellent written, interpersonal, and client relationship skills, and ability to work creatively and analytically in a problem-solving environment.

1.5 Scope of Services

The Contractor must be required to provide the Services specified in this Paragraph 1.5.

1.5.1 Task 1 Category: Site Assessment and Evaluation

Provide an enterprise site evaluation in the areas of:

- PIX Cloverleaf Architecture and Design Best Practices
- Security
- Integration Standards

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

- Performance/Capacity Planning
- Monitoring and Management Best Practices

Provide a written report on the findings and recommendations which will be reviewed with the County in detail. The report will contain, at a minimum:

- Documentation regarding the County's Cloverleaf environments.
- Results and recommendations across all identified areas of evaluations.
- An Executive Summary, graphically grading different categories.
- Statistical performance data benchmarks on the production environment.

1.5.2 Task 2 Category: Maintain and Support Deployed Interfaces and Environments

For support and maintenance of the current PIX Cloverleaf Software Interfaces and environments, tasks to be performed by the Contractor must include but not be limited to the following:

- User administration
- Proactive 24/7 monitoring to include:
    - Regular monitoring and health checks to keep application up and running.
    - Suggest and implement best practices in technical areas.
- Software patch installation and testing.
- Error troubleshooting and resolution.
- Resend/replay necessary messages.
- Identify, document, and resolve security issues.
- Interface modification, testing, and deployment.
- Monitor Interfaces for performance issues.
- Monitor the overall health and status of the PIX Cloverleaf Software environments.
- Migrate identified Interface components to adhere to recommended architecture and to utilize appropriate PIX Cloverleaf Software components and tools.
- Engage with Infor Xtreme Support for product defects and/or issues and coordinate, supervise all activities with Infor up to and including defect/issue resolution.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

- Document and maintain a support knowledge base for best practices and common issue resolution.
- Maintain and deploy mutually agreed set of alerts across production Interfaces, which will be designed to let support staff know when there are problems with the PIX Cloverleaf Software environments. Alerts will be configured to initially perform self-healing actions to resolve the issue. Contractor's response to alerts will correspond to the issue level table below.
- Maintain all necessary or desirable communication with and as requested by County Project Manager during performance of all Services.
- Provide project management and coordination services including status calls, project planning, and issue tracking.
- Create and maintain a Contractor support contact and escalation point document.
- Create and maintain production issues and resolution log.
- Respond to production issues according to the following issue levels:

Issue Level	**Phone or email response time (See Note 1)**	**Issue Resolution**
Critical (One (1) or more agencies are unable to use one (1) or more components of PIX Cloverleaf Software)	Less than one (1) hour	Continuously work with ISAB until a path to resolution is agreed upon with ISAB and resolution is achieved.
High (One (1) or more agencies' use of one (1) or more components of PIX Cloverleaf Software are significantly impacted)	Less than or equal to two (2) hours	Four (4) hours to agree to resolution with ISAB; continuously work on resolution until resolution is achieved.
Medium (One (1) or more agencies' use of one (1) or more components of PIX Cloverleaf Software	Less than or equal to four (4) hours	Eight (8) hours to agree to resolution with ISAB; continuously work on resolution during

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

are impacted in a less severe manner that does not constitute a Critical or High Issue Level)		County regular business hours until resolution is achieved.
Low (A question concerning use or implementation of one (1) or more components of PIX Cloverleaf Software; a desire to revise performance of one (1) or more components of PIX Cloverleaf Software in a cosmetic manner)	Less than or equal to eight (8) hours	24 hours to agree to resolution with ISAB; resolution to be achieved no later than end of next calendar month, unless otherwise mutually agreed upon by County Project Manager and Contractor Project Manager.
Note 1: For purpose of this Statement of Work, Contractor's response time obligation is met at the point in time when Contractor has assigned a Resource or other County-approved staff member to work on an issue and the Resource or other County-approved staff member has engaged work on such issue in accordance with this Statement of Work.		

1.5.3 Task 3 Category: New Interface Development and Other Professional Services

For New Interface development or other PIX Cloverleaf Software related services requested by the County, work must be provided by Contractor pursuant to Work Orders entered in accordance with Paragraph 8.1.1 (Amendments) of Appendix A (Contract). Each Work Order must attach a scope of work for the Work Order covering all tasks under such Work Order. Tasks that may be performed by the Contractor must include the tasks outlined in Attachment 3 to this Statement of Work as appropriate.

Attachment 3 (Expected Task 3 Tasks and Payment Milestones) of this Exhibit A lists anticipated tasks, deliverables, and payment milestones for each New Interface development project under this Task 3.

In addition to New Interface development, the Services provided by Contractor under this Task 3 may include other professional services related to the PIX Cloverleaf Software that are not included under Task 2.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

1.5.4 Credits Regarding Task 2 Services

During each calendar month of each annual period during the term of the Contract, if the PIX Cloverleaf Software experiences any production issues of Issue Level Critical with respect to which Contractor fails to meet its response time obligations regarding such issue(s), County will, at its election, be entitled to a credit for each such issue in an amount equal to $8,000.

County may apply all credits received under this Paragraph 1.5.2 toward any other fees then-payable or to be payable during the term of this Contract or any expenses then-reimbursable or to be reimbursable during the term of this Contract, provided, however, that at the expiration or termination of this Contract, to the extent that no other fees will be payable or no other expenses will be reimbursable, in each case, during the term of this Contract, Contractor must promptly pay to County in cash the remaining balance of credits.

2 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures described below, and as further defined in Paragraph 8.15 (County's Quality Assurance Plan) of Appendix A (Contract).

2.1 Status Meeting

Contractor is required to attend scheduled status meetings. If Contractor is unable to attend a scheduled status meeting, they must provide advance notice to the County's Project Manager.

2.2 Contract Discrepancy Report (Attachment 1 of this Exhibit A)

Verbal notification of a Contract discrepancy must be made by Contractor to the County Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a period mutually agreed upon by the County and the Contractor.

The County Project Manager will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County Project Manager within five (5) Business Days.

2.3 County Observations

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

3 ADMINISTRATION

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

This project will be overseen and monitored by the County Project Director and County Project Manager, all of whom will monitor Contractor activities, personnel, and progress of this project pursuant to the Contract. This project is being undertaken with the following responsibilities, including but not limited to the following:

COUNTY

3.1 County Project Director

The County Project Director is responsible for overseeing the Contractor's overall performance of the Contract and will have the authority to commit County resources to address all needs and responsibilities addressed in the Contract.

3.2 County Project Manager

The County Project Manager will report directly to the County Project Director. The County Project Manager will serve as the primary point-of-contact between the County Project Director and the Contractor. The County Project Manager is responsible for the overall day-to-day management and coordination.

3.3 Designated County Staff

Staff responsible for certain project activities, as determined by County Project Director and/or County Project Manager, including working with Contractor, providing certain subject matter expertise and additional resources for workgroups, requirements validation, testing, and review of work.

CONTRACTOR

The Contractor must provide sufficient and qualified/experienced staff to perform all work in accordance with this SOW. The Contractor must provide technical support within the designated hours with the ability to provide remote support as needed.

The Contractor must provide the following key staff, which must be part of Contractor's project management team. All proposed staff must perform and render all Services within the continental United States.

3.4 Contractor Project Director

Must be a full-time employee of the Contractor responsible for the Contractor's overall performance of the Contract and must have the authority to commit resources of the Contractor to address all needs and requirements addressed in the Contract. The Contractor Project Director must be employed by the Contractor and have more than five (5) years of related experience on similar projects (size, scope, and complexity).

3.5 Contractor Project Manager

Must be a full-time employee of the Contractor and must be assigned to the project. The Contractor Project Manager must report directly to the Contractor Project Director. The Contractor Project Manager must serve as the primary point-of-contact between the County Project Manager and the Contractor. The Contractor Project Manager is responsible for the overall day-to-day management and coordination. The Contractor Project Manager must have full authority to act on

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

behalf of the Contractor on all matters relating to the daily operation of the Contract. The Contractor Project Manager must be able to effectively communicate in English, both orally and in writing. The County must have access to the Contractor Project Manager, either on-site or telephonically, as set for in Paragraph 4 (Hours/Days of Work). The Contractor Project Manager must be employed by the Contractor and have a minimum of four (4) years of related experience on similar projects (size, scope, and complexity).

4 HOURS/DAY OF WORK

County regular business hours are 8:00 a.m. to 5:00 p.m., PST, Monday through Friday. The County currently observes the following holidays:

New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Cesar Chavez Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Indigenous People's Day, Veterans Day, Thanksgiving Day, Friday After Thanksgiving, and Christmas. Such days of the week during such hours specified, excluding County holidays as applicable for each calendar year, are referred to herein as "Business Days".

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

Attachment 1

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

MINIMUM SKILLS REQUIREMENTS

The Contractor must be able to provide the required number of Resources to provide Services under the Contract during the term of the Contract, each of which Resource must meet the following minimum qualifications:

1. Cloverleaf Intermediate (Level 2) or higher certification.
2. Four (4) years of architecture, development, and technical support experience with Infor Corporation's Cloverleaf Software Version 20.x or higher within the last six (6) years in at least one (1) medium to large scale project (integration environment processing over 50,000 messages per day and at least 80 interfaces) that was deployed in a customer's production environment.
3. Two (2) years of development experience within the last five (5) years with the Cloverleaf Tool Command Language (TCL) Application Programming Interface (API) and programming model.
4. Two (2) years of experience within the last five (5) years with Extensible Markup Language (XML) data structures and technologies including XML, XML Schema Definition (XSD), Extensible Stylesheet Language Transformations (XSLT), XML Path Language (XPATH).
5. Two (2) years of experience within the last five (5) years in developing Simple Object Access Protocol (SOAP) or Representational State Transfer (REST) Web Services using the Cloverleaf Application Adaptor framework (CAA-WS).
6. Two (2) years of experience within the last five (5) years integrating with data sources using Data Integrator.
7. One (1) years of experience within the last three (3) years with Cloverleaf security configuration using Security Server.
8. One (1) years of experience within the last three (3) years with Cloverleaf monitoring/alert tools such as Global Monitor.
9. One (1) year of experience within the last three (3) years with File Transfer Protocols (FTP) such as FTP, Secure FTP (SFTP), FTP Secure (FTPS) using Secure Messenger.
10. One (1) year of experience within the last three (3) years with shell scripting in a UNIX operating environment.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

EXPECTED TASK 3 TASKS AND PAYMENT MILESTONES

For New Interface development and other professional services projects under Task 3 of this Exhibit A (Statement of Work), it is anticipated that the scope of work required to be attached to a Work Order for such work under Paragraph 3.2 (Work Order Work) of Appendix A (Contract), will include Contractor's performance of some or all of the following tasks where appropriate. It is also anticipated that the payment schedule required to be attached to a Work Order for such work will identify the milestones upon Contractor's completion and County's Acceptance of which the Contractor must invoice the County and County will make payments in accordance with Paragraph 5.5 (Invoices and Payments) of Appendix A (Contract). These anticipated milestones are indicated with an asterisk (*) in the deliverable/task list below.

- Conduct project kick off meeting (*).
- Provide project management services for New Interface development or other professional services project.
- Analysis of customer business processes.
- Validate and document business flows and processing rules.
- Preparation of Interface design specifications
- Complete and document data mapping and translation rules (*)
- Identify, document, and resolve security issues.
- Develop adaptors to relevant agency systems.
- Build Interfaces within PIX Cloverleaf Software platform (*)
- Creation of unit test scenarios
- Creation of Microsoft PowerPoint presentation
- Creation of Visio Professional diagrams
- Test of all aspects of Interface
- Deployment to test and production environments.
- Stable operation of Interface(s) in production environment for 15 days or ready for production use for greater than 90 days (*)
- Maintain all necessary or desirable communication with (and as requested by) County's Project Manager during the course of performance of all Services.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

SAMPLE WORK ORDER

Introduction

Effective Date of this Work Order:	
Work Order Number:	
Prepared By:	
Project Name:	

Project Overview

(Enter high level description of Project.)

1.0 Project Scope

(Describe the Project Scope)

2.0 Project Approach

2.1 Implementation Approach – Deployment Method

(Describe Contractor's Implementation Approach and Deployment Method.)

2.2 Project Deliverables and Services Required for Project Completion

(List and describe the Project Deliverables and Services Required for Project.)

2.3 Acceptance Process

Each deliverable set forth in Section 2.2 "Project Deliverables and Services Required for Project Completion", shall be subject to the Acceptance procedures specified in Paragraph 3.3 (Acceptance of Work) of the Contract.

2.4 Project Roles and Responsibilities

(List all Project Roles and their Responsibilities.)

3.0 General Project Assumptions and Obligations

(List all Project Assumptions and Obligations.)

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

4.0 Payment Milestone Schedule

(List all Payment Milestones, Associated Deliverables/Work Products/Activities, Acceptance Criteria, Completion Date, and Amount)

Payment Milestone	Associated Deliverable, Work Product, or Activity	Acceptance Criteria (if applicable)	Completion Date	Amount
1	Deliverable X		X weeks after Project start OR X weeks after previous deliverable or Milestone	$0.00
2	Deliverable Y		X weeks after Project start OR X weeks after previous deliverable or Milestone	$0.00
…				
TOTAL				**$0.00**

Each invoice is payable in accordance with Paragraph 5.5 (Invoices and Payments) of the Contract.

The PARTIES have executed this Work Order though the signatures of their respective authorized representatives.

CONTRACTOR: _____

Signature: _____

Printed Name: _____

Title: _____

Signature Date: _____

COUNTY: _____

Signature: _____

Printed Name: _____

Title: _____

Signature Date: _____

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

PRICING SCHEDULE

CONTRACT SUM	TOTAL CONTRACT AMOUNT
Grand Total for Initial Term and Extended Term	$10,529,000

Initial Term							
Description	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Grand Total**
Task 1 – Site Assessment and Evaluation	$18,148						$18,148
Task 2 – Maintain and Support Deployed Interfaces and Environments (Note #1)	$542,295	$563,987	$586,546	$610,008	$634,408	$659,785	$3,597,029
Task 3 – New Interface Development and Other Professional Services (Note #3)	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$2,400,000

Extended Term					
Description	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Grand Total**
Task 2 – Maintain and Support Deployed Interfaces and Environments (Note #2)	$686,176	$713,623	742,168	$771,855	$2,913,822
Task 3 – New Interface Development and Other Professional Services (Note #3)	$400,00	$400,00	$400,00	$400,00	$1,600,000

Note #1 - Maintenance and Support will be payable annually, in advance. Fees are firm and fixed as indicated above for the Initial Term.

Note #2 - Requires exercise of option to renew the Contract Term in accordance with Paragraph 4.2 of the Contract. Fees are firm and fixed as indicated above for each option to renew.

Note #3 – Engagement of Contractor to provides Services and other work of the type described in Task 3 of Exhibit A (Statement of Work) requires execution of a Work Order in accordance with Paragraph 3.2

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

(Work Order Work) of the Contract. Task 3 Dollars may be used to reimburse costs and expenses in accordance with Paragraph 5.1 of the Contract and to pay any taxes indicated in a Work Order.

FIXED HOURLY RATE

Initial Term						
Description	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**
Fixed Hourly Rate (Note #4)	$290	$290	$290	$290	$290	$290

Extended Term				
Description	**Year 1**	**Year 2**	**Year 3**	**Year 4**
Fixed Hourly Rate (Note #4)	$310	$310	$310	$310

Note #4 – All Services to be provided pursuant to and in accordance with Paragraph 3.2 (Work Order Work) shall be provided at the Fixed Hourly Rate indicated above for the Initial Term and Extended Term.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

EXHIBIT C

INTENTIONALLY OMITTED

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR

Name:	Thomas Kooy
Title:	Executive Director, ISAB
Address:	12750 Center Court Drive, 5th Floor
City, State Zip:	Cerritos, CA 90703
Phone:	(562) 403-6501
Email Address:	TKooy@isab.lacounty.gov

COUNTY PROJECT MANAGER

Name:	Duane Nguyen
Title:	Project Director
Address:	12750 Center Court Drive, 5th Floor
City, State Zip:	Cerritos, CA 90703
Phone:	(562) 403-6527
Email Address:	DDNguyen@isab.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR

Name:	Fernando Angell
Title:	Assistant Director, ISAB
Address:	12750 Center Court Drive, 5th Floor
City, State Zip:	Cerritos, CA 90703
Phone:	(562) 403-6505
Email Address:	FAngell@isab.lacounty.gov

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

CONTRACTOR'S ADMINISTRATION

CONTRACTOR PROJECT DIRECTOR

Name:	Michele Parrott
Title:	Director, Project Management Professional Services
Address:	5555 Covington Meadows Ct.
City, State Zip:	Westerville, OH 43082
Phone:	(614) 937-3450
Email Address:	Michele.Parrott@infor.com

CONTRACTOR PROJECT MANAGER

Name:	Michele Parrott
Title:	Director, Project Management Professional Services
Address:	5555 Covington Meadows Ct.
City, State Zip:	Westerville, OH 43082
Phone:	(614) 937-3450
Email Address:	Michele.Parrott@infor.com

CONTRACTOR AUTHORIZED OFFICIAL(S)

Name:	Mary Ann McLester
Title:	Client Partner Sr, Professional Services
Address:	2155 Falcon Ridge Dr
City, State Zip:	Carrollton, TX 75010
Phone:	(214) 394-4843
Email Address:	MaryAnn.McLester@infor.com

NOTICES TO CONTRACTOR MUST BE SENT TO THE FOLLOWING

Name:	Mary Ann McLester
Title:	Client Partner Sr, Professional Services
Address:	2155 Falcon Ridge Dr
City, State Zip:	Carrollton, TX 75010
Phone:	(214) 394-4843
Email Address:	MaryAnn.McLester@infor.com

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EXHIBIT F



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names

BabySafeLA.org

ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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

BabySafeLA.org

No shame | No blame | No names



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FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?
Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?
No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

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

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

What happens to the parent or surrendering adult?
Nothing. They may leave at any time after surrendering the baby.

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

If you're unsure of what to do:
You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org
English, Spanish and 140 other languages spoken.

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INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

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

a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).

b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.

c. **County Information:** all Data and Information belonging to the County. For the avoidance of doubt, County Information includes County Data as defined in the Contract.

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.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.

i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.

j. **Integrity**: the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.

k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.

l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.

m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.

n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.

o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.

p. **Vulnerability:** a weakness in a system, application, network, or process that is subject to exploitation or misuse.

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures 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.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

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

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

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

The Contractor's Privacy Program shall include:

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

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

In addition to the confidentiality provisions contained in the Contract, Contractor agrees as follows:

a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally or marked as "confidential".

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

c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

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

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

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.

b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.

c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.

d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

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

f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

8. SUBCONTRACTORS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

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

13. ACCESS CONTROL

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

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

a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging.

c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner.

d. Applications will include access control to limit user access to County Information and application system functions.

e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and

f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

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

a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:
Jeffrey 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:
Eugene Cabrera
Departmental Information Security Officer
12750 Center Court Drive, 5th Floor
Cerritos, CA 90703
(562) 403-6515
ecabrera@isab.lacounty.gov

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

b. Include the following Information in all notices:
   i. The date and time of discovery of the Incident,
   ii. The approximate date and time of the Incident,
   iii. A description of the type of County Information involved in the reported Incident, and
   iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
   v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.

c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.

e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.

f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

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

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

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16. AUDIT AND INSPECTION

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

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

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

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

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

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17. CYBER LIABILITY INSURANCE

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

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least $2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

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

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

ADDENDUM A: INTENTIONALLY OMITTED

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

ADDENDUM B: INTENTIONALY OMITTED.

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ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

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

a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as "County Source Code") shall be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County's private Git repository.

b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

ATTACHMENT II

PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES CONTRACT
NEGOTIATED TERMS AND CONDITIONS

No.	Reference	Negotiated Terms that Depart from the County's Required Terms and Conditions
1.	Contract Paragraphs 4.2, 4.3	Term of Contract: 4.2 Provision modified to describe notification of expiration of Contract Term. 4.3 Provision modified to specify that Contractor must use commercially reasonable efforts to send written notification when Contract Term is within six (6) months of expiration.
2.	Contract Paragraphs 5.2, 5.3	Contract Sum: 5.2 Written Approval for Reimbursement: Provision modified to confirm Contractor entitlements during the course of performance of work. 5.3 Notification of 75% of Total Contract Sum: Provision modified to specify that Contractor must use commercially reasonable efforts for the notification of 75% of Total Contract Sum.
3.	Contract Paragraph 5.5.4	County Approval of Invoices: Provision modified to describe a mutual obligation.
4.	Contract Paragraph 7.4	Contractor's Staff: Provision modified to describe a mutual obligation.
5.	Contract Paragraph 7.5	County Rules and Regulations: Provision modified to describe a mutual obligation.
6.	Contract Paragraph 7.6.1, 7.6.4	Background and Security Investigations: 7.6.1 Provision modified to describe a mutual obligation. 7.6.4 Provision modified to specify that Contractor shall use commercially reasonable efforts to replace staff.
7.	Contract Paragraph 7.7.1, 7.7.2, 7.7.3, 7.7.4, and 7.7.6	Confidentiality and Security: Provisions modified to describe a mutual obligation.
8.	Contract Paragraph 8.1.3	Board Orders: Provision simplified.
9.	Contract Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions: Provision modified to further describe Contractor's responsibility to County in the event of a pending acquisition/merger.
10.	Contract Paragraph 8.4	Budget Reductions: Provision modified to describe a mutual obligation.
11.	Contract Paragraph 8.5.1	Complaints: 8.5.1 Complaint Procedures: Provision modified to describe a mutual obligation.
12.	Contract Paragraphs 8.6.1, 8.6.2	Compliance with Applicable Law: Provisions modified to describe mutual obligations.
13.	Contract Paragraph 8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List: Provision modified to specify that Contractor must use commercially reasonable efforts to give consideration for such employment openings.

Docusign Envelope ID: 34FE05D5-6DE8-4CC6-B8DA-E60565A947D8

14.	Contract Paragraph 8.11.1, 8.11.2	Consideration of Hiring GAIN/START Participants: Provisions modified to specify that Contractor must use commercially reasonable effort to give consideration for any such employments openings.
15.	Contract Paragraph 8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law: Provision modified to specify that Contractor will use commercially reasonable efforts to encourage its subcontractors to post in the subcontractor's place of business.
16.	Contract Paragraph 8.17.2	Employment Eligibility Verification: Provision modified to describe mutual obligations.
17.	Contract Paragraph 8.19	Fair Labor Standards: Provision modified to describe mutual obligations.
18.	Contract Paragraph 8.23	Indemnification: Provision modified to describe mutual obligations.
19.	Contract Paragraph 8.24.5	Failure to Maintain Insurance: Provision simplified to describe mutual obligations.
20.	Contract Paragraph 8.24.7	Contractor's Insurance Must Be Primary: Provision modified to include exceptions for workers' compensation and professional liability.
21.	Contract Paragraph 8.25.4.5	Technology Errors & Omissions Insurance: Provision clarified training services.
22.	Contract Paragraph 8.28.6, 8.28.7	Nondiscrimination and Affirmative Action: 8.28.6: Paragraph deleted. 8.28.7: Paragraph renumbered to 8.28.6, Provision modified to describe mutual obligations. 8.28.8: Paragraph renumbered to 8.28.7, Provision clarified.
23	Contract Paragraph 8.30	Notice of Delays: Provision modified to specify that either party must use commercially reasonable effort to provide notice for any delays.
24.	Contract Paragraph 8.31	Notice of Disputes: Provision modified to describe mutual obligations.
25.	Contract Paragraph 8.32	Notice to Employees Regarding the Federal Earned Income Credit: Provision modified to specify that Contractor must use commercially reasonable effort to provide notice to its employees regarding the Federal Earned Income Credit.
26.	Contract Paragraph 8.33	Notice to Employees Regarding the Safely Surrendered Baby Law: Provision modified to specify that Contractor must use commercially reasonable efforts to provide notice to its employees regarding the Safely Surrendered Baby Law.
27.	Contract Paragraph 8.34	Notices: Provision modified to include electronic mail transmission as an option for notices.
28.	Contract Paragraph 8.36.1, 8.36.2, 8.36.3	Public Records Act: 8.36.1: Provision modified to describe mutual obligations. 8.36.2: Provision added to describe how Contractor will plainly and prominently mark any of its documents and information, including Confidential Information, to be exempt from the California Public Records Act. 8.36.3: Provision modified to describe mutual obligations.
29.	Contract Paragraph 8.38.1	Record Retention and Inspection-Audit Settlement: Provision modified to specify the Contractor records that are applicable to Record Retention and Inspection-Audit.

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30.	Contract Paragraph 8.42.1, 8.42.3	Termination for Convenience: 8.42.1: Provision modified to further describe County obligation for giving written notice of termination. 8.42.3: Provision modified to further describe County's obligation to pay Contractor for all Services rendered through the effective date of termination.
31.	Contract Paragraph 8.43	Termination for Default: Provisions modified to describe mutual obligations.
32.	Contract Paragraph 8.53	Time Off for Voting: Provision modified to specify that Contractor must use commercially reasonable efforts to notify its California-based employees and any subcontractors information regarding the time off for voting law.
33.	Contract Paragraph 8.55	Effect of Termination: Provision modified to describe mutual obligations.
34.	Contract Paragraph 8.59	Injury and Illness Prevention Program: Provision intentionally deleted since Contractor does not have offices located in California.
35.	Contract Paragraph 9.1	Health Insurance Portability and Accountability Act of 1996 (HIPAA): Provision modified to describe mutual obligations.
36.	Contract Paragraph 9.3	Intellectual Property Rights: Provision modified to describe mutual obligations.

Information Systems Advisory Board

County of Los Angeles

Proactive Information Exchange (PIX) Support Contract



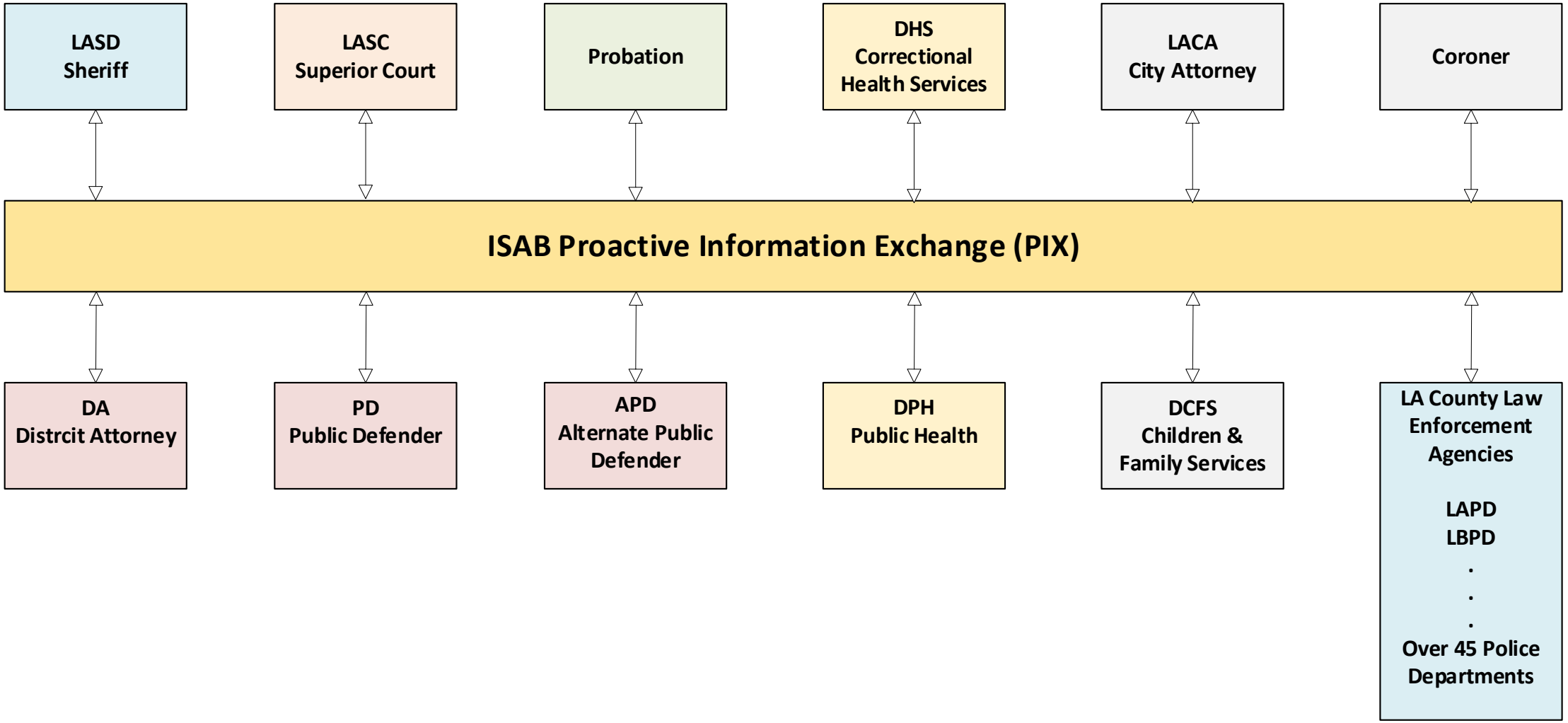
BACKGROUND

- PIX is the integration bus for Countywide Criminal Justice Integration and operated by ISAB
- PIX has been in operation since the early 1990s
- PIX has been maintained under current support contract with Infor since 2017

SUPPORT CONTRACT

- PIX has been maintained under current support contract with Infor since 2017
  - Current contract expires in August 2025
  - Infor is the vendor of the software platform (Cloverleaf)
  - 24/7/365 support is provided by a hybrid team consisting of ISAB/Infor/ISD staff
  - Contract is flexible to provide
    - Support of existing interfaces
    - Ability to modernize interfaces
    - Develop new interfaces

PIX AGENCIES



PIX METRICS

- PIX integrates with 35 different countywide systems
- PIX sends and receives over 10 million messages per month
- No Severity 1 service level breaches in the past 7 years

MAJOR USE CASES

- Booking updates from Sheriff (AJIS)
- Court proceeding updates (Odyssey)
- Electronic Subpoenas for District Attorney to over 45 LEA partners
- Inmate movement updates from Sheriff to Correctional Health Services (Orchid)

OTHER USE CASES

- Consolidated Criminal History Updates
- Bail reform interfaces
- Case Initiation Filings (Adult and Juvenile)
- Various others

RFP TIMELINE

RFP Released	April 2024
Proposals Due	July 2024
Proposal Evaluation	August 2024
Vendor Selected	September 2024
Contract Negotiations (with County Counsel & CEO Risk Management)	November 2024
CIO review and analysis	January 2025