

APPENDIX A



**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
MAPAS MAINTENANCE AND SUPPORT SERVICES**

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- B Price Sheet
- C Intentionally Omitted
- D Contractor’s EEO Certification
- E County’s Administration
- F Contractor’s Administration
- G1-IT Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- G2-IT Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- G3-IT Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

**CONTRACT
BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
MAPAS MAINTENANCE AND SUPPORT SERVICES**

This Contract, including all Exhibits and Attachments, is made and entered into this ___ day of _____, 2020 by and between the County of Los Angeles (hereinafter referred to as County) on behalf of its Sheriff's Department (hereinafter Department) and _____ (hereinafter Contractor), located at _____.

RECITALS

WHEREAS, County owns and operates the Modified Automated Process and Accounting System (MAPAS) to support its civil-enforcement workflows, such as Service of Process, wage garnishments, bank garnishments, evictions, property seizures, sales, keepers (business seizures), claims of exemption, third-party claims, claims of right to possession, protective orders, bench warrants, vehicle inspections and related functions; and

WHEREAS, County may contract with private individuals and businesses for MAPAS Maintenance and Support Services (hereinafter Services) 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 does not have the requisite technical staff with the specific skills and expertise necessary to perform the Services; and

WHEREAS, County is authorized by the California Government Code, Section 31000 to contract for special services, including the Services described herein; and

WHEREAS, the Department has recommended to County Board of Supervisors the selected Contractor that is prepared and desires to provide to County the Services as described herein; and

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

1.0 APPLICABLE DOCUMENTS

The body of this documents (hereinafter “Base Contract”), including without limitation the Recitals hereto along with Exhibits A, B, D, E, F, G1, G2, G3, H, and I and all Attachments 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, subtask, 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 shall be resolved by giving precedence first to this Base Contract and then to the Exhibits and Attachments according to the following descending priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
 - Attachment A.1 – Glossary of Project Terminology
 - Attachment A.2 – Performance Requirements Summary Chart
 - Attachment A.3 – Contract Discrepancy Report
- 1.2 Exhibit B - Price Sheet
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor’s EEO Certification
- 1.5 Exhibit E - County’s Administration
- 1.6 Exhibit F - Contractor’s Administration
- 1.7 Exhibit G1-IT Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
 - Exhibit G2-IT Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
 - Exhibit G3-IT Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

This Contract, including all Exhibits and Attachments hereto, 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 (Change Notices and Amendments), and signed by authorized representative of both parties.

2.0 DEFINITIONS

Captions and Paragraph headings used in this Contract are for convenience and reference only, and are not intended to define the scope of any provision thereof.

If there is a conflict between the Paragraph heading title and its number when being referenced in this Contract, the Paragraph heading title shall control.

The terms and phrases in this Paragraph 2.0 (Definitions) in quotes and with first letter capitalized, where applicable, whether singular or plural, shall have the particular meanings set forth below whenever such terms are used in this Contract, unless otherwise apparent from the context in which they are used.

2.1 APPLICATION

As used herein, the term “Application” shall mean County’s software system known herein as the Modified Automated Process and Accounting System (MAPAS).

2.2 BUSINESS DAY

As used herein, the term “Business Day(s)” shall mean every day except Saturday, Sunday, and County holidays.

2.3 BUSINESS HOURS

As used herein, the term “Business Hours” shall mean those hours on Business Days between 8:00 am and 5:00 pm, Pacific Time.

2.4 CONTRACT

As used herein, the term “Contract” shall mean the contract executed between County and Contractor consisting of the terms and conditions for the provision of the tasks, subtasks, deliverables, goods, Services and other Work set forth herein, including Exhibit A (Statement of Work), as further defined in Paragraph 1.0 (Applicable Documents).

2.5 CONTRACT SUM

As used herein, the term “Contract Sum” shall mean the total monetary amount authorized to be payable by County to Contractor under this Contract, as set forth in Paragraph 5.0 (Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever by Contractor.

2.6 CONTRACTOR

As used herein, the term “Contractor” shall mean the limited liability company, sole proprietor, partnership, or corporation that has entered into a Contract with County to perform the Services hereunder.

2.7 CONTRACTOR’S ADMINISTRATION

As used herein, the term “Contractor’s Administration” shall have the meaning specified in Paragraph 7.0 (Administration of Contract - Contractor).

2.8 CONTRACTOR PROJECT MANAGER

As used herein, the term “Contractor’s Project Manager” shall have the meaning specified in Paragraph 7.2.2 (Contractor’s Project Manager).

2.9 CORRECTIVE MAINTENANCE

As used herein, the term “Corrective Maintenance” shall mean those actions taken by Contractor to diagnose and cure a malfunction.

2.10 COUNTY’S ADMINISTRATION

As used herein, the term “County’s Administration” shall have the meaning specified in Paragraph 6.0 (Administration of Contract - County).

2.11 COUNTY PROJECT DIRECTOR

As used herein, the term “County Project Director” shall have the meaning specified in Paragraph 6.2.1 (County Project Director). All references here forward to County Project Director shall mean, “County Project Director or authorized designee.”

2.12 COUNTY PROJECT MANAGER

As used herein, the term “County Project Manager” shall have the meaning specified in Paragraph 6.2.2 (County Project Manager). All references here forward to County Project Manager shall mean, “County Project Manager or authorized designee.”

2.13 DISABLING DEVICE

As used herein, the term “Disabling Device” shall have the meaning set forth in Paragraph 8.60.2 (Disabling Device).

2.14 ENHANCEMENT

As used herein, the term “Enhancement” shall mean any type of Application programming, programming modifications, program configurations, or other type of enhancements to add functionality to MAPAS or to increase the efficiency thereof, that may be provided by Contractor to County under this Contract. Once accepted and approved by County, all Enhancements shall become part of MAPAS.

2.15 FISCAL YEAR

As used herein, the term “Fiscal Year” shall mean the twelve-month period beginning July 1st and ending the following June 30th.

2.16 FIXED HOURLY RATE

As used herein, the term “Fixed Hourly Rate(s)” shall mean the fully burdened hourly rate(s) specified in Exhibit B (Price Sheet), for all Services that Contractor shall/may provide under this Contract upon County’s written request.

2.17 INTERFACE

The term “Interface” shall mean a programming modification or set of software mechanisms used for the transfer of electronic data and/or software commands among and between computer systems including any Interfaced system(s), networks, applications, modules and users, and related documentation, previously provided or to be provided by Contractor to County during the term of this Contract.

2.18 MAINTENANCE

As used herein, the term “Maintenance” shall mean the Contractor’s provisioning of Preventive Maintenance and/or Corrective Maintenance as defined in Exhibit A (Statement of Work).

2.19 PREVENTIVE MAINTENANCE

As used herein, the term “Preventive Maintenance” shall mean those routine tasks necessary to assure County with a consistently high level of uninterrupted System operation throughout the term of the Contract.

2.20 STATEMENT OF WORK; SOW; SCOPE OF WORK;

As used herein, the terms “Statement of Work”, “SOW” and “Scope of Work” shall refer to the document attached to this Contract as Exhibit A, which outlines the Contract tasks, subtasks, deliverables, goods, Services and other Work.

2.21 SUPPORT SERVICES

As used herein, the term “Support Services,” shall have the meaning given in Paragraph 4.0 (Tasks) of Exhibit A (Statement of Work).

2.22 SYSTEM

The term “System” shall mean the hardware, software and data comprising the MAPAS System, including but not limited to the System hardware, System software and System data, provided by Contractor or County in accordance with the terms of this Contract.

2.23 WORK

The term "Work" shall mean any and all tasks, subtasks, deliverables, goods, Services and other Work provided, or to be provided, by or on behalf of Contractor pursuant to this Contract, including MAPAS Maintenance Services and additional Work Requests.

2.24 WORK REQUEST

As used herein, the term "Work Request" shall mean County's written request for Contractor to perform a special action or deliver a special Work product related to any task.

3.0 WORK, APPROVAL

3.1 Pursuant to the provisions of this Contract, upon County's notice to proceed, Contractor shall fully perform, complete and deliver on time and in accordance with the terms of this Contract, all Work as set forth herein, including Exhibit A (Statement of Work), and any applicable executed Change Notice or Amendment, and perform any Services duly authorized by County Project Director to be performed by Contractor on a time-and-materials basis.

3.2 All tasks, subtasks, deliverables, goods, Services and other Work provided by Contractor under this Contract must have County's prior written approval by County Project Director in accordance with Exhibit A (Statement of Work). In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

3.3 Any Enhancement provided by Contractor shall be executed pursuant to a prior written Work Request from County Project Director or County Project Manager. In no event shall County be liable or responsible for any payment for such Work without Contractor's prior receipt of such Work Request(s), and without County's acceptance of the fully delivered, tested and implemented Work.

3.4 Scope of Work

3.4.1 Maintenance and Support (M&S)

Contractor shall provide Maintenance and Support Services (M&S) related to MAPAS, which includes, in part, Preventive Maintenance, Corrective Maintenance, Enhancements, and Support Services as specified in Exhibit A (Statement of Work).

3.4.2 Enhancements

From time to time, Contractor may be responsible for developing, testing and implementing MAPAS Enhancements. If such Enhancements are to be integrated and/or Interfaced with other software, at the direction of County, the Enhancement shall not be deemed accepted by County until

the Enhancements have been successfully integrated and tested by Contractor as determined by County Project Director.

3.4.3 Work Request(s)

County Project Director will execute a written Work Request to implement Enhancements to the MAPAS environment.

4.0 TERM

4.1 Initial Term

The term of this Contract shall commence upon the Effective Date and shall continue for two years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter "Initial Term").

4.2 Extended Term

At the end of the Initial Term, County may, at its sole option, extend the term of this Contract for three one-year option periods (hereinafter each an "Option Term"), subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other material term or condition of this Contract providing for early termination of this Contract by County. County shall be deemed to have exercised each extension Option Term automatically, without further act, unless, no later than 30 days prior to the expiration of the Initial Term, or current Option Term as applicable, County notifies Contractor in writing that it elects not to extend this Contract pursuant to this Paragraph 4.0 (Term). If County elects not to exercise an Option Term to extend at the end of the Initial Term, this Contract shall expire.

4.3 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract Term extension option.

4.4 Definition of Term

As used throughout this Contract, the word "term" when referring to the term of this Contract shall include the Initial Term and the Option Terms, to the extent County exercises its extension options pursuant to this Paragraph 4.0 (Term).

4.5 Notice of Expiration

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

5.0 CONTRACT SUM

5.1 Maximum Contract Sum

- 5.1.1 Contractor shall, during the term of this Contract, provide to County MAPAS Maintenance and Support Services on a time and materials basis, in exchange for County's payment therefore, in accordance with the fully burdened Fixed Hourly Rates set forth in Exhibit B (Price Sheet).
- 5.1.2 The Contract Sum under this Contract, shall be the total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, Services, and other Work required or requested by County under this Contract. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 3.0 (Work, Approval) of this Contract, before payment may be rendered by County. If County does not approve any Work in writing, no payment shall be due Contractor for Work.
- 5.1.3 The fully burdened Fixed Hourly Rates, authorized by County hereunder shall not exceed the rates detailed in Exhibit B (Price Sheet) of this Contract, unless the Fixed Hourly Rates are modified pursuant to a duly approved Amendment to this Contract by County's and Contractor's authorized representative(s) pursuant to Paragraph 8.1 (Change Notices and Amendments). The Fixed Hourly Rates under this Contract shall provide for all authorized payments that County may make to Contractor for any and all Work provided by Contractor under this Contract, including but not limited to M&S and any executed Work Requests.
- 5.1.4 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred 75% percent of the Contract Sum, authorized for this Contract. Upon occurrence of this event, Contractor shall provide written notification to County Project Director, with a copy to County Project Manager, at the address set forth in Exhibit E (County's Administration).

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

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

provision shall survive the expiration or other termination of this Contract.

5.3 Invoices and Payments

5.3.1 Invoices

Contractor shall invoice County only for providing the tasks, subtasks, deliverables, goods, Services or other Work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable executed Work Request, Change Notice or Amendment. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Price Sheet). Unless otherwise agreed to in an executed Change Notice or Amendment, Contractor shall be paid in arrears only for the tasks, subtasks, deliverables, goods, Services and other Work approved and accepted in writing by County. If County does not approve and accept any Work in writing, no payment shall be due to Contractor for that Work.

5.3.2 Submission of Invoices

Contractor's invoices shall include the charges owed to Contractor by County under the terms of this Contract in accordance with the provisions of Exhibit B (Price Sheet). All invoices and supporting documents under this Contract shall be submitted to the County Project Manager designated in Exhibit E (County's Administration) of this Contract, at the address specified therein.

5.3.3 Invoice Details

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

1. Contract Name and Number;
2. The tasks, subtasks, deliverables, goods, Services, or other Work for which payment is claimed;
3. The calendar dates and number of hours expended to provide such tasks, subtasks, deliverables, goods, Services, or other Work calculated based on the Fixed Hourly Rates set forth in Exhibit B (Price Sheet) of this Contract;
4. If applicable, the date of County's written Work Request for the tasks, subtasks, deliverables, goods, Services and/or other Work;
5. Indication of any applicable withhold for payments claimed or reversals thereof;

6. Indication of any applicable credits due to County under the terms of this Contract or reversals thereof;
 7. If applicable, a copy of any written acceptance provided by County Project Director and/or County Project Manager; and
 8. Any other information required by County Project Director.
- 5.3.4 Payments for the Services provided under this Contract will be processed monthly in arrears within 30 calendar days following receipt by all necessary County personnel identified above, of a properly submitted undisputed invoice, provided that Contractor is not in default under any provision of this Contract and has submitted a complete and accurate invoice due, along with supporting documentation.
- 5.3.5 County may delay the last payment due until one month after the termination of this Contract. Contractor shall be liable for payment within 30 calendar days' written notice of any offset authorized by this Contract not deducted from any payment made by County to Contractor.

5.3.6 Approval of Invoices

All invoices submitted by Contractor to County for payment must have County's written approval as provided in Paragraph 5.3.1 (Invoices) and elsewhere in this Contract, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

5.3.7 Invoice Discrepancies

County Project Director will review each invoice for any discrepancies and will, within 30 calendar days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within 30 calendar days of receipt of County's notice of discrepancies and disputed charges. If County Project Director does not receive a written explanation for the charges within such 30-day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure set forth in this Contract.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County

Project Manager with a copy to County Project Director at the addresses specified in Exhibit E (County's Administration).

5.3.8 Sales/Use Tax

The Fixed Hourly Rates set forth in Exhibit B (Price Sheet) of this Contract, shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Work provided by Contractor to County pursuant to or otherwise due as a result of this Contract, including, but not limited to, any product of MAPAS Maintenance and/or Work Requests, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Contract and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

5.3.9 Payments

Provided that Contractor is not in default under any provision of this Contract, County will pay all invoice amounts to Contractor within 30 calendar days of receipt of invoices that have not been disputed in accordance with Paragraph 5.3.7 (Invoice Discrepancies) above. County's failure to pay within the 30-day period, however, shall not be deemed as automatic invoice approval by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest or other penalty on any late payment.

5.3.10 Local Small Business Enterprises (LSBE) Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for Services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.3.11 County's Right to Withhold Payment

Notwithstanding any other provision of this Contract, and in addition to any rights of County given by law or provided in this Contract, County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of County, is in default hereunder or default related to Work.

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

5.4.1 County has determined that the most efficient and secure default form of payment for goods and/or services provided under this Contract with County shall be Electronic Funds Transfer (EFT) or direct deposit, unless at a later date an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

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

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

5.4.4 At any time during the duration of this 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), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County's Administration

All persons administering this Contract on behalf of County and described in this Paragraph 6.0 (hereinafter "County Personnel") are identified in Exhibit E (County's Administration). Unless otherwise specified, reference to each of the persons listed in such Exhibit E (County's Administration) of this Contract, shall also include any authorized designee. County will notify Contractor in writing of any change in the names and/or addresses of the persons listed in such Exhibit E (County's Administration).

No member of County is authorized to make any changes in any of the terms and conditions of this Contract other than those specifically authorized under Paragraph 8.1 (Change Notices and Amendments).

6.2 County Personnel

6.2.1 County Project Director

County Project Director will be responsible for ensuring that the objectives of this Contract are met and for overseeing the Contract in general. County Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

6.2.2 County Project Manager

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

6.3 County Personnel, Other

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

All persons administering this Contract on behalf of Contractor and described in this Paragraph 7.0 below (hereinafter "Contractor Personnel") are identified in Exhibit F (Contractor's Administration). All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit F (Contractor's Administration) of this Contract, shall be adults who are 18 years of age or older, and fully fluent in both spoken and written English. Contractor shall notify County in writing of any change in the names and/or addresses of Contractor Personnel.

7.2 Contractor Personnel

7.2.1 Contractor's Project Director

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

7.2.2 Contractor's Project Manager

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and for reporting to County in the manner set forth in Paragraph 7.5 (Reports by Contractor) below. Contractor's Project Manager shall communicate with County Project Manager on a regular basis and shall be available during Business Days, or as otherwise required by County and this Contract, to teleconference and/or to meet with County personnel regarding the operation of this Contract, as required by County Project Director. Contractor's Project Director shall meet and confer with County Project Director on a regular basis, at least weekly or as otherwise required by County. Such meetings shall be conducted via teleconference or in person at a time and place agreed to by the parties.

7.3 Approval of Contractor's Staff

7.3.1 In fulfillment of its responsibilities under this Contract, Contractor shall only utilize, or permit the utilization of, staff who are fully trained and experienced, and as appropriate, licensed or certified in the tasks required by this Contract. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

7.3.2 County shall have the right to approve or disapprove each member, or proposed member of Contractor's staff providing Services or on-site Work to County under this Contract or with access to any County data or information, including County's Confidential Information, System Data and other County Materials, prior to and during their performance of any Work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such Contractor staff. County Project Manager, in his/her reasonable discretion, may require replacement of any member of the Contractor staff

performing, or offering to perform, Work hereunder. Contractor shall provide County with a resume of each proposed initial staff member as well as a proposed substitute, and an opportunity to interview such person prior to his/her performance of any Work hereunder. Contractor shall have 30 calendar days from the date of County's written request to replace such staff.

- 7.3.3 In addition, Contractor shall provide to County Project Director an executed Confidentiality and Assignment Agreement (Exhibit G2-IT (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) of this Contract), for each member of the Contractor staff performing Work under this Contract on or immediately after the effective date, but in no event later than the date such member of the Contractor staff first performs Work under this Contract.
- 7.3.4 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Contractor staff. Contractor shall promptly fill any Contractor staff vacancy with personnel having qualifications at least equivalent to those of the Contractor staff member(s) being replaced.
- 7.3.5 In the event Contractor should ever need to remove any member of the Contractor staff from performing Work under this Contract, Contractor shall provide County with notice at least 15 calendar days in advance, except in circumstances when such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with any member of the Contractor staff during the term of the Contract, Contractor shall replace such person with another to County's satisfaction.

7.4 Background and Security Investigations

- 7.4.1 Contractor's staff performing Services under this Contract, who are in a designated sensitive position, as determined by County in its sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition for beginning and continuing to perform Work under this Contract.

Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and Federal-level review, which may include, but shall not be limited to, criminal conviction information.

- 7.4.2 The County Project Director will schedule the background investigation with the Department's Civilian Team Backgrounds Unit. The fees associated with the background investigation shall be borne by Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.
- 7.4.3 County may immediately, at its sole discretion, deny or terminate all access to both physical facilities and County systems and/or data to Contractor's staff, including sub-contractor staff, who do not pass such background investigation(s) to the satisfaction of County and/or whose background or conduct is incompatible with County's facility access. County will not provide to Contractor any information obtained through County-conducted background clearance.
- 7.4.4 Disqualification, if any, of Contractor's staff, including sub-contractor staff, pursuant to this Paragraph 7.4 (Background and Security Investigations), shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

7.5 Reports by Contractor

Contractor shall provide status updates to the County Project Manager, on a daily basis, via telephone and/or email as directed by the County Project Manager, regarding: (a) unresolved malfunctions, (b) other problems related to Contractor's tasks and responsibilities listed in Exhibit A (Statement Of Work) of this Contract, and (c) Work Requests that have been started but not completed.

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

- 1) Period covered by the report;
- 2) Summary of System status as of reporting date;
- 3) Overview of the Work provided during the reporting period;
- 4) Progress status of each Work Request scheduled for the reporting period;
- 5) Issues/problems encountered, proposed resolutions and projected completion dates for problem resolution;
- 6) Status and contractually defined Services;
- 7) Action items and decisions from the previous meeting;

- 8) Planned activities for the next two reporting periods; and
- 9) Any other information which County may from time-to-time require.

7.6 Rules and Regulations

- 7.6.1 During the time when Contractor's employees, sub-contractors or agents are at County facilities, such persons shall be subject to the applicable rules and regulations of County facilities. The County Project Director will provide Contractor with access to said rules and regulations within five Business Days of the Contract's effective date.
- 7.6.2 Contractor shall acquaint such persons who are to provide Work hereunder with such rules and regulations. In the event that County determines that an employee, sub-contractor or agent of Contractor has violated any applicable rule or regulation, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, sub-contractor or agent from the provision of Work upon receipt of written notice from County that: (i) such employee, sub-contractor or agent has violated such rules or regulations; or (ii) such employee's, sub-contractor's or agent's actions, while on County premises, indicate that the employee, sub-contractor or agent may adversely affect the provision of Work.
- 7.6.3 Upon removal of any employee, sub-contractor or agent, Contractor shall immediately replace the employee, sub-contractor, or agent and continue uninterrupted Work hereunder in accordance with the requirements of this Paragraph 7.0 (Administration of Contract – Contractor).

7.7 Contractor's Staff Identification

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

7.7.2 Contractor shall when possible notify County at least 15 calendar days in advance prior to terminating staff from Work under this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from Work under this Contract.

Also, if County requests the removal of Contractor's staff, Contractor shall be responsible to retrieve and immediately destroy Contractor staff's County-specified photo identification badge at the time of removal from Work under this Contract.

7.8 Confidentiality and Security

7.8.1 Confidentiality

1. Confidentiality Information

Each party shall protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County Materials, System data, Work product, Application software, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Contract (hereinafter "Confidential Information"), in accordance with the terms of this Contract and all applicable Federal, State or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Contract, the term "Confidential Information" shall also include records, materials, data and information deemed confidential by County or the applicable law under Paragraph 7.6 (Rules and Regulations). Each party shall use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor shall inform all of its officers, employees, agents and sub-contractors providing Work hereunder of the confidentiality provisions of this Contract. Contractor shall ensure that all of its officers, employees, agents and sub-contractors performing Work hereunder have entered into confidentiality agreements no less protective of County than the terms of this Contract, including this Paragraph 7.8 (Confidentiality and Security) and Exhibits G1-IT (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement), G2-IT (Contractor Employee Acknowledgement, Confidentiality, and

Copyright Assignment Agreement), G3-IT (Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Agreement). Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

2. Disclosure of Information

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

3. Indemnification

Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees, agents and volunteers from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from, connected with or related to any failure by Contractor, its officers, employees, agents or sub-contractors to comply with this Paragraph 7.8.1(3), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.8.1(3) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Contractor shall not have the right to enter into any settlement, agree to any injunction or make any admission, in each case, on behalf of County without County's prior written approval.

7.8.2 Security

1. System Security

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the latest industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing as part of the IFB, this Contract or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use: network management and maintenance applications and tools, fraud prevention and detection and encryption technologies, and prevent the introduction of any Disabling Device into the System environment, as further specified in this Contract.

2. Data Security

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

7.8.3 Protection of Electronic County Information – Data Encryption

Contractor that electronically transmits or stores County Confidential Information or NPI shall comply with the encryption standards set forth below and incorporated into this Contract and all Amendments thereto (collectively, the “Encryption Standards”), as required by the County Board of Supervisors Policy Number 5.200 (hereinafter “Policy”) for purposes of this Paragraph 7.8.3.

1. Encryption Standards – Stored Data

Any Confidential Information at rest, wherever the information is stored, must be encrypted using Advanced Encryption Standard (AES), or equivalent protocol, with cipher strength of 256-bit, or equivalent.

Contractor’s and sub-contractors’ use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be subject to written pre-approval by the County’s Chief Information Security Officer.

2. Encryption Standards – Transmitted Data

All transmitted County Confidential Information must be encrypted using Secure Sockets Layer (SSL) (aka TLS), or equivalent protocol, with a minimal cipher strength of 128-bit, or equivalent.

3. Compliance

By executing this Contract, Contractor (on behalf of itself and any and all sub-contractors including County-approved sub-contractors) certifies its compliance with the Policy and the data encryption requirements specified in this Paragraph 7.8.3 (Protection of Electronic County Information – Data Encryption) as of the effective date of this Contract, during the term of this Contract and for as long as Contractor (or any of its sub-contractors) is in possession of County NPI. In addition to the foregoing, Contractor shall maintain any validation or attestation reports that its or its County-approved sub-contractors’ data encryption product(s) generate, and such reports shall be subject to audit in accordance with this Contract. County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 7.8.3 (Protection of Electronic County Information – Data Encryption) shall constitute a material

breach of this Contract, upon which County may terminate or suspend this Contract, deny Contractor access to County IT resources and/or take such other actions as deemed necessary or appropriate by County.

7.8.4 Remedies

Contractor acknowledges that a breach by Contractor of this Paragraph 7.8 (Confidentiality and Security) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under this Paragraph 7.8 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 7.8. The provisions of this Paragraph 7.8 shall survive the expiration or termination of this Contract.

Contractor shall take all reasonable actions necessary to protect the System environment from unauthorized access, disclosure, modification, disruption or destruction by any cause. Contractor shall bear the full risk of unauthorized access, disclosure, modification, disruption or destruction to the System environment and any MAPAS data by any cause other than causes resulting from force majeure or County's sole fault.

7.9 Data Destruction

Contractor(s) and Vendor(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>)

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 Business Days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall 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*. Vendor shall provide County with written certification, within ten 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 undecipherable.

7.10 Ownership of Materials, Software and Copyright

7.10.1 MAPAS Ownership

1. System Environment

Contractor acknowledges that County or the rightful owner owns all System environment components, including MAPAS (the "Application") and all Enhancements provided thereto by Contractor pursuant to approved Work Requests under this Contract.

2. System Environment Data

All System environment data that is provided or made accessible by County to Contractor, is generated by the System environment and shall remain the property of County.

7.10.2 County shall 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, shall 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.

7.10.3 During the term of this Contract and for five 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 subsequent to the term of this Contract, any and all such working papers and all information contained therein.

7.10.4 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 Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as

"Proprietary" or "Confidential" on each appropriate page of any document containing such material.

7.10.5 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.

7.10.6 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Paragraph 7.10.5 above, 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 7.10.4 above, or for any disclosure which the County is required to make under any state or federal law or order of court.

7.10.7 All the rights and obligations of this Paragraph 7.10 (Ownership of Materials, Software and Copyright) shall survive the expiration or termination of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Notices and Amendments

8.1.1 General

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes to any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 8.1 (Change Notices and Amendments). Any changes to this Contract, including any portion of the Work provided under this Contract, shall be accomplished only as provided in this Paragraph 8.1 (Change Notices and Amendments).

8.1.2 Change Notices

For any change requested by County which does not materially affect the scope of Work, term, payments or any term or condition of this Contract, a written notice of such change (hereinafter "Change Notice") shall be prepared by the Department and provided by County Project Director to Contractor for acknowledgement or execution, as applicable, prior to commencement of any Work relating to such Change Notice, including any Work Requests.

8.1.3 Amendments

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

8.1.4 Notwithstanding the foregoing, the Sheriff or his authorized designee, is specifically authorized to issue Contract non-renewal notices for the option terms. Furthermore, the Sheriff is specifically authorized to prepare and execute Amendments on behalf of County to: (1) add and/or update terms and conditions as required by County's Board of Supervisors or the Chief Executive Office and (2) effect assignment of rights and or delegation of duties as required under Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions).

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.2.2 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions), County consent shall require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against 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 therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling

interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in the form of an Amendment in accordance with applicable provisions of this Contract, including the need for an Amendment formally approved and executed by the parties.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that County 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, 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 and other Work to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligations shall be provided within 30 calendar days of the County Board of Supervisors approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Work set forth in this Contract.

8.5 Complaints

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

- 8.5.1 Within ten Business Days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.3 If County requests changes in the Contractor's policy, Contractor shall make such changes and resubmit the plan within ten Business Days for County approval.
- 8.5.4 If, at any time, Contractor wishes to change the Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 8.5.5 Contractor shall preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within two Business Days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to County Project Manager within five Business Days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, agents and volunteers, 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 sub-contractors, 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 8.6 (Compliance with Applicable Laws), shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. 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.

8.7 Compliance with Civil Rights Laws

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

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, a copy of which is attached as Exhibit H (Jury Service Ordinance) and incorporated herein by reference and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to 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 Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Paragraph 8.8 (Compliance with County's Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a sub-contract 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 sub-contracts. "Employee" means any California resident who is a full-time employee

of 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 Contractor uses any sub-contractor to perform Services for County under this Contract, the sub-contractor shall also be subject to the provisions of this Paragraph 8.8 (Compliance with County's Jury Service Program). The provisions of this Paragraph 8.8 (Compliance with County's Jury Service Program) shall be inserted into any such sub-contract agreement and a copy of the Jury Service Program shall be attached to this Contract.

3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Paragraph 8.8 (Compliance with County's Jury Service Program) of this Contract may constitute a breach of this Contract. In the event the violation is deemed by the County to be a material breach, County may, in its sole discretion, terminate the Contract and/or bar 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, shall be employed in any capacity by

Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.9 (Conflict of Interest), shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should Contractor require additional or replacement personnel after the effective date to perform the services set forth herein, Contractor shall 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 Term of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN-GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees

shall 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 this Contract. It is County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar 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 Contractor may have with County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing.

After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the County Contractor Hearing Board shall be presented to the County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 interest of County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The

Contractor Hearing Board shall present its proposed decision and recommendation to the County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Sub-contractors of Contractor

The terms of this Paragraph 8.12 (Contractor Responsibility and Debarment) shall also apply to sub-contractors of County Contractors.

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post Exhibit I (Safely Surrendered Baby Law) of this Contract, in a prominent position at Contractor's place of business. Contractor will also encourage its sub-contractors, if any, to post this poster in a prominent position in the sub-contractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from 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 County and its taxpayers.

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

8.15 County's Quality Assurance Plan

County or its agent(s) will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, 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 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

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

8.17 Employment Eligibility Verification

8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

8.17.2 Contractor shall obtain from all employees performing under this Contract all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

8.17.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, agents and volunteers from

and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

8.18 Facsimile Representations

Except for the parties' initial signatures to this Contract, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on any Change Notice or Amendment prepared pursuant to Paragraph 8.1 (Change Notices and Amendments) of this Contract, and received via communications facilities, as legally sufficient to evidence that original signatures have been affixed to said Change Notices or Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

8.19 Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County 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 Contractor's employees for which County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for failure to perform its obligations under this Contract, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's sub-contractors), freight embargoes, acts of terrorism, 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 the non-performing party.

- 8.20.2 Notwithstanding the foregoing, a default by a sub-contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such sub-contractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term “sub-contractor” and “sub-contractors” mean sub-contractors 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 shall be governed by, and construed in accordance with, the laws of the State of California. 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 shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. If applicable, Contractor shall be solely liable and responsible for furnishing

any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

8.23 Indemnification

Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (hereinafter "County Indemnitees") from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from or relating to this Contract, except for such loss or damages arising from the sole negligence or willful misconduct of County Indemnitees.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.23 (Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

8.24 General Provisions for All Insurance Coverage

8.24.1 Insurance Coverage Requirements

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 shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions for All Insurance Coverage) and 8.25 (Insurance Coverage). 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. County in no way warrants that the Required Insurance is sufficient to protect 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 that County and its Agents (defined below) have been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and

provided prior to commencing Services under this Contract.

- Renewal Certificates shall be provided to County not less than ten calendar days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or sub-contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County Project Director, with a copy to County Project Manager, at the address set forth in Exhibit E (County's Administration).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its sub-contractors 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) shall be provided additional insured status under Contractor's General Liability

policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agent's additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed 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 shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten calendar days in advance of cancellation for non-payment of premium and 30 calendar 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 this Contract, in the sole discretion of County, upon which 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 shall constitute a material breach of this 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, 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 shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all

other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, 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. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all sub-contractors as insureds under Contractor's own policies, or shall provide County with each sub-contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each sub-contractor complies with the Required Insurance provisions herein, and shall require that each sub-contractor name County and Contractor as additional insureds on the sub-contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any sub-contractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects 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 shall 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 shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as

("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

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

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 shall be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

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

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 shall 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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium form and thirty days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

8.25.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than one million dollars per claim and two million dollars aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Contract's expiration, termination or cancellation.

8.26 Liquidated Damages

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

8.26.2 If the Sheriff or his designee, determines that there are deficiencies in the performance of this Contract that the Sheriff or his designee, deems are correctable by Contractor over a certain time span, the Sheriff or his designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Sheriff or his designee, may:

(a) Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Upon giving five calendar days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by 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 Contractor from County, as determined by County.

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

8.26.4 This Paragraph 8.26.4 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If Contractor's prices decline, or should Contractor, at any time during the term of this Contract, provide similar software, service levels, software models, goods or services under similar conditions to the State of California or any county, municipality, or district of the State or to any other state, county or municipality at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County. County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 8.27 (Most Favored Public Entity) by review of Contractor's books and records.

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

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

or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 Contractor certifies and agrees that it will deal with its sub-contractors, 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 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor shall allow County representatives access to Contractor's employment records during Business Days to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action), when so requested by County.
- 8.28.7 If County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While 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 Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict

County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

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

8.31 Notice of Disputes

Contractor shall bring to the attention of County Project Director and County Project Manager any dispute between County and Contractor regarding the performance of Services as stated in this Contract. If County Project Director, with assistance from County Project Manager, is not able to resolve the dispute, the Sheriff or his designee shall make a final resolution which shall bind both County and Contractor.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each sub-contractor 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 I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three calendar days after deposit

in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten calendar days prior written notice thereof to the other party.

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

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

To Contractor, notices shall be sent to the attention of Contractor's Project Manager at the address specified in Exhibit F (Contractor's Administration) of this Contract, with a copy to Contractor's Project Director.

8.34.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 8.34 (Notices) by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 7.3 (Approval of Contractor's Staff).

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect 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 shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure

of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event 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”, Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity – Disclosure of Contract

8.37.1 Disclosure Restrictions

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Contract to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract under the following conditions:

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

8.37.2 Required Disclosure

In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor’s professionals) for disclosure of any such details, Contractor shall, to the extent allowed by law or such order, promptly notify County Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, and to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

Notwithstanding any other provision of this Contract, either party may disclose information about the other that: (i) is

lawfully in the public domain at the time of disclosure; (ii) is disclosed with the prior written approval of the party to which such information pertains; or (iii) is required by law to be disclosed.

8.38 Record Retention and Inspection/Audit Settlement

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

- 8.38.1 In the event that an audit of 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 Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 calendar days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the Work performed under this Contract, and if

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

8.39 Recycled Bond Paper

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

8.40 Sub-contracting

8.40.1 County has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor, specifically, Contractor staff. Consequently, no performance by the Contractor staff of this Contract, or any portion thereof, shall be sub-contracted by Contractor without the advance written approval of the County as provided in this Paragraph 8.40 (Sub-contracting). Any attempt by Contractor to sub-contract any performance of this Contract by the Contractor staff without prior approval shall be null and void and may be deemed a material breach of this Contract, upon which County may immediately terminate this Contract.

8.40.2 In the event Contractor sub-contracts any portion of its performance of the Contract by the Contractor staff, Contractor shall provide to County, in writing, a notice regarding such sub-contract, which shall include:

- a) The reasons for the particular sub-contract;
- b) Identification of the proposed sub-contractor and an explanation of why and how the proposed sub-contractor was elected;
- c) A detailed description of the Work to be provided by the proposed sub-contractor;
- d) Confidentiality provisions applicable to the proposed sub-contractor's officers, employees and agents, which would be incorporated into the subcontract;

- e) Required County forms including (i) Exhibit D (Contractor's EEO Certification), (ii) Exhibit G3 (Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement), (iii) Exhibit I (Safely Surrendered Baby Law), and (iv) any other standard County required provisions; and
- f) A representation from Contractor that:
 - 1) The proposed sub-contractor is qualified to provide the Work for which sub-contractor is being hired;
 - 2) Either the proposed sub-contractor maintains the insurance required by this Contract or Contractor has procured and maintains such insurance coverage for the proposed sub-contractor.
 - 3) Either the proposed sub-contractor or Contractor shall be solely liable and responsible for any and all of sub-contractor's taxes, payments and compensation, including compensation to its employees, related to the performance of Work under this Contract;
 - 4) Either the proposed sub-contractor or Contractor shall provide for indemnification of County for Work provided by the sub-contractor under the same terms and conditions as the indemnification provisions of this Contract, including those specified in Paragraph 8.23 (Indemnification) of this Contract; and
 - 5) Other pertinent information and/or certifications reasonably requested by County.

8.40.3 County will review Contractor's request to sub-contract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.

8.40.4 Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees"), from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any sub-contractor, including, without limitation, any officers, employees or agents of any sub-contractor, in the same manner as required for Contractor, its officers, employees and agents, under this Contract.

- 8.40.5 Notwithstanding any other provision of this Paragraph 8.40 (Sub-contracting), Contractor shall remain fully responsible for any and all performance required of it under this Contract, including those which Contractor has determined to sub-contract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Contract. All sub-contracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, sub-contracting of any Work under this Contract shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Contract.
- 8.40.6 Sub-contracting of any Work performed by the Contractor's staff under this Contract shall not waive County's right to prior and continuing approval of any or all such Contractor's staff pursuant to the provisions of Paragraph 7.3 (Approval of Contractor's Staff), including any sub-contracted members of the Contractor's staff. Contractor shall notify its sub-contractors of this County's right prior to sub-contractors commencing performance under this Contract.
- 8.40.7 Notwithstanding sub-contracting by Contractor of any Work under this Contract, Contractor shall be solely liable and responsible for any and all payments and other compensation to all sub-contractors, and their officers, employees, agents, and successors in interest, for any Services performed by sub-contractors under this Contract.
- 8.40.8 In the event that County consents to any sub-contracting, such consent shall apply to each particular sub-contract only and shall not be, or be construed to be, a waiver of this Paragraph 8.40 (Sub-contracting) or a blanket consent to any further sub-contracting.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this Contract, shall 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 90 calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) of this Contract, and pursue debarment of 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 County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten calendar days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
- a) Stop Work under this Contract on the date and to the extent specified in such notice, and
 - b) Complete performance of such part of the Work as shall not have been terminated by such notice.
- 8.42.3 All materials including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

8.43 Termination for Default

- 8.43.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract if:
- a) Contractor fails to timely provide and/or satisfactorily perform any tasks, subtasks, deliverable, goods, Service or other Work within the times specified in this Contract; or
 - b) Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Contract; or
 - c) Contractor fails to make progress as to endanger performance of this Contract in accordance with its terms; or
 - d) Contractor in performance of Work under the Contract fails to comply with the requirements of this Contract, including but not limited to Exhibit A (Statement of Work); or
 - e) Contractor fails to perform or comply with any other provisions of this Contract or 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 failure or breach within 30 days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

8.43.2 In the event that County terminates this Contract in whole or in part as provided in Paragraph 8.43.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph 8.43.2.

8.43.3 Except with respect to defaults of any sub-contractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of 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 Contractor. If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both Contractor and sub-contractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.43.3, the terms "sub-contractor" and "sub-contractors" mean sub-contractor(s) at any tier.

8.43.4 If, after County has given notice of termination under the provisions of this Paragraph 8.43 (Termination for Default), it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination

had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

- 8.43.5 The rights and remedies of County provided in this Paragraph 8.43 (Termination for Default) shall 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 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this 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 Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 County may terminate this Contract immediately at any time upon the occurrence of any of the following:
- a) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this

Contract as determined by County;

- b) The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within 60 days;
- c) The appointment of a Receiver or Trustee for Contractor; or
- d) The execution by Contractor of an assignment for the benefit of creditors.

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

8.45.3 Contractor agrees that Contractor, if as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Contract, County may elect to retain its rights under this Contract, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Contract including, without limitation, such Section 365(n), and shall not interfere with the rights and benefits of County as provided herein. The foregoing shall survive the termination or expiration of this Contract for any reason whatsoever.

8.46 Termination for Non-Adherence to County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

County's payment obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Contract. Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal years unless and until County Board of Supervisors appropriates funds for this Contract in County's budget for each such future Fiscal year. In the event that funds are not appropriated for this Contract, then

County shall, at its sole discretion, either (i) terminate this Contract as of June 30 of the last Fiscal Year for which funds were appropriated, or (ii) reduce the Work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

8.48 Validity and Severability

8.48.1 Validity

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

8.48.2 Severability

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

8.49 Effect of Termination

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

- 1) Contractor and County shall continue the performance of this Contract to the extent not terminated;
- 2) Contractor shall stop Work under this Contract on the date and to the extent specified in such notice and deliver to County all completed Work and Work in progress, in the form and media reasonably requested by County;
- 3) Contractor shall promptly return to County any and all Confidential Information, County Materials and any other County data that relate to that portion of the Contract and Work terminated by County;
- 4) County will pay Contractor all monies due in accordance with the terms of the Contract only for the Work completed by Contractor and Accepted by County, up to the date of Termination;

- 5) Upon termination by County for default pursuant to Paragraph 8.43 (Termination for Default) or for insolvency pursuant to Paragraph 8.45 (Termination for Insolvency) of this Contract, County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate tasks, subtasks, goods, Services and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar tasks, subtasks, goods, Services and other Work.

8.50 Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of any other provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.50 (Waiver) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 Warranty Against Contingent Fees

8.51.1 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 Contractor for the purpose of securing business.

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

8.52 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.

8.53 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 8.52 (Warranty of Compliance with County’s Defaulted Property Tax Reduction Program) of this Contract, shall 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 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

8.54 Time Off For Voting

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

8.55 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 shall require that the Contractor or member of Contractor’s staff be removed immediately from performing Services under this 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 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

8.56 Intentionally Omitted

8.57 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor’s violation of this Paragraph 8.57 (Compliance with Fair Chance Employment Practices) of this Contract, may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

8.58 Compliance with the County Policy of Equity

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

8.59 County Lobbyists

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

8.60 Warranties

8.60.1 Warranty Obligations

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

1. Contractor shall strictly comply with the Work requirements set forth in Exhibit A (Statement of Work) of this Contract, with all Attachments thereto, and any applicable executed Change Notice or Amendment.
2. All tasks, subtasks, goods, Services, and other Work shall be performed in a timely and professional manner by qualified personnel.

3. All tasks, subtasks, goods, Services, and other Work shall be completed in accordance with this Contract, and any other applicable requirements.

8.60.2 **Disabling Device**

Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to any of County's systems or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to County or any user or which could alter, destroy or inhibit the use of the System or any component, or the data contained therein (collectively referred to as "Disabling Device(s)"), which could block access to or prevent the use of the System or any component by County or users. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any System component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device.

In addition, Contractor shall prevent viruses from being incorporated or introduced into the System via updates or Enhancements applied thereto, prior to installation onto the System, and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

8.60.3 **Breach of Warranty Obligations**

Failure by Contractor to timely perform its obligations set forth in this Paragraph 8.60 (Warranties) shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Contract in accordance with Paragraph 8.43 (Termination for Default).

8.60.4 **Standard of Services**

Contractor's Services and other Work required by this Contract shall, during the term of the Contract, conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's Services or other Work provided under this Contract fail to

conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor sole expense, provide the applicable remedy as specified in this Contract, including Exhibit A (Statement of Work). In addition to the remedies set forth herein, Contractor shall, at its own expense, correct any data in which (and to the extent that) malfunctions have been caused by Contractor or by any other tools introduced by Contractor into the System for the purpose of performing Services or other Work under this Contract or otherwise.

8.60.5 Remedies

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

8.61 No Third-Party Beneficiaries

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

8.62 Contractor Performance During Civil Unrest and Disaster

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

8.63 Dispute Resolution Procedure

8.63.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Paragraph 8.63 (such provisions shall be collectively

referred to as the “Dispute Resolution Procedure”). Time is of the essence in the resolution of disputes.

- 8.63.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder.
- 8.63.3 Neither party shall delay or suspend its performance during the Dispute Resolution Procedure.
- 8.63.4 In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 8.63.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten Business Days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties’ respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 8.63.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten Business Days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the Sheriff or his designee. These persons shall have ten Business Days to attempt to resolve the dispute.
- 8.63.7 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 8.63.8 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three levels described in this Paragraph 8.63 (Dispute Resolution Procedure), 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.
- 8.63.9 Notwithstanding the foregoing, in the event of County’s infringement of Contractor’s intellectual property rights under this Contract or violation by either party of the confidentiality obligations hereunder, the violated party shall have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.

8.63.10 Notwithstanding any other provision of this Contract, County's right to seek injunctive relief to enforce the provisions of Paragraph 7.8 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such injunctive relief has been obtained.

8.64 Assignment by County

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

8.65 Unlawful Solicitation

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

8.66 Arm's Length Negotiations

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

8.67 Re-Solicitation of Bids and Proposals

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

8.67.2 Contractor acknowledges that County, in its sole discretion, may enter into a Contract for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be

selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

8.68 Access to County Facilities

Contractor, its employees and agents, may be granted access to both County physical facilities and/or County systems/data (herein “system”), subject to Contractor’s prior notification to County Project Manager, for the purpose of executing Contractor’s obligations hereunder. Access to County facilities and/or systems shall be restricted to Business Days, except for County-observed holidays. Access to County facilities and/or systems outside of the prescribed hours during Business Days must be approved in writing in advance by County Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy in, or any other property or other rights to, County facilities or systems. While present at County facilities, Contractor’s personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Manager.

8.69 County Facility Office Space

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

8.70 Staff Performance Under the Influence

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

8.71 Non-Appropriation of Funds

County’s obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Contract. Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor’s performance hereunder or by any provision of this Contract during any of County’s future Fiscal Years unless and until County Board of Supervisors appropriates funds for this Contract in County’s budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then County shall, at its sole discretion, either: (i) terminate this Contract as of June 30 of the

last Fiscal Year for which funds were appropriated or (ii) reduce the Work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

8.72 Survival

- 7.8 Confidentiality and Security
- 8.6 Compliance with Applicable Law
- 8.17 Employment Eligibility Verification
- 8.19 Fair Labor Standards
- 8.21 Governing Law, Jurisdiction, and Venue
- 8.23 Indemnification
- 8.25 Insurance Coverage
- 8.36 Public Records Act
- 8.48 Validity and Severability
- 8.55 Compliance with County's Zero Tolerance Policy on Human Trafficking
- 8.60 Warranties

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Local Small Business Enterprise (LSBE) Preference Program

- 9.2.1 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.
- 9.2.2 The Contractor shall 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.
- 9.2.3 The Contractor shall 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.
- 9.2.4 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, shall:

- a) Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded;
- b) In addition to the amount described in subdivision (a), be assessed a penalty in an amount of not more than ten percent of the amount of this Contract; and
- c) 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 shall 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.

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Social Enterprise (SE) Preference Program

9.6.1 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.

9.6.2 Contractor shall 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.

9.6.3 Contractor shall 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.

9.6.4 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 shall:

- a) Pay to County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded;
- b) In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract; and
- c) 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 shall 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.

9.7 Intentionally Omitted

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 shall 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 shall 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 shall:
 - a) Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded;

- b) In addition to the amount described in subdivision (a) above, the Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract; and
- c) 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 shall 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.

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: (_____)
Name

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
CAMMY C. DUPONT
Principal Deputy County Counsel