**APPENDIX C**

**SAMPLE CONTRACT**



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CONTRACTOR**

**FOR**

**ELECTION MANAGEMENT SYSTEM (EMS)**

**IMPLEMENTATION AND SERVICES**

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A Statement of Work

A.1 Implementation SOW

A.2 Hosting SOW

A.3 Maintenance and Support SOW

A.4 EMS Software License Agreement

A.5 Performance Requirements Summary

B Pricing Schedule

C Contractor’s Proposed Schedule

D Contractor’s EEO Certification

E County’s Administration

F Contractor’s Administration

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

H Jury Service Ordinance

I Safely Surrendered Baby Law

J Information Security and Privacy Requirements

Attachment 1 – Background Check Form

K Definitions

L Intentionally Omitted

M Intentionally Omitted

N Intentionally Omitted

**CONTRACT BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CONTRACTOR**

**FOR**

**ELECTION MANAGEMENT SYSTEM (EMS)**

**IMPLEMENTATION AND SERVICES**

This Contract (“Contract”) made and entered into this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (“Effective Date”) by and between the County of Los Angeles, hereinafter referred to as County and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Contractor”. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (Each a “Party” and, collectively, the “Parties.”)

RECITALS

WHEREAS, pursuant to Government Code Section 31000, the Board of Supervisors (“Board”) is authorized to contract for special services; and

WHEREAS, the Contractor is a private firm specializing in providing Election Management System (EMS) Implementation and Services; and

WHEREAS, the Contractor warrants that it possesses the necessary special skills, experience, knowledge, technical competence, and sufficient staffing to perform under this Contract; and

WHEREAS, the Contractor has submitted a proposal to the County’s Registrar-Recorder/County Clerk (“Department” or “RR/CC”) for the implementation and support of an Election Management System (EMS) (“Services”) based upon the Request For Proposal process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the County desires that Contractor provide, and Contractor agrees to provide the Services for the Department in accordance with the terms and conditions set forth in this Contract; and

WHEREAS, the Board has authorized the Department to administer this Contract;

NOW THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein), and the mutual covenants contained herein, and for good and valuable consideration, the Parties agree to the following:

# APPLICABLE DOCUMENTS

All Exhibits attached hereto form a part of this Contract. The Contract, all Exhibits and the Contractor Proposal collectively constitute the “Contract Documents.” In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, Deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority:

Exhibit A ‑ Statement of Work

A.1 Implementation SOW

A.2 Hosting SOW

A.3 Maintenance and Support SOW

A.4 EMS Software License Agreement

A.5 Performance Requirements Summary

Exhibit B - Pricing Schedule

Exhibit C - Contractor’s Proposed Schedule

Exhibit D ‑ Contractor’s EEO Certification

Exhibit E ‑ County’s Administration

Exhibit F ‑ Contractor’s Administration

Exhibit G - Forms Required at the Time of Contract Execution

Exhibit H - Jury Service Ordinance

Exhibit I - Safely Surrendered Baby Law

Exhibit J - Information Security and Privacy Requirements

Exhibit K - Definitions

Exhibit L - Intentionally Omitted

Exhibit M - Intentionally Omitted

Exhibit N - Intentionally Omitted

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

# DEFINITIONS

All capitalized terms, words and phrases shall have the meaning given in Exhibit K (Definitions) whenever used in this Contract, including the body of the Contract and Statements of Work, Attachments, Appendices, and Schedules hereto. In the event there is a conflict between how a term is defined in Exhibit K (Definitions) and any other portion of the Contract, the order of precedence for understanding the meaning of that term shall be as follows: (a) how that term is defined in the body of the Contract, (b) how that term is defined in Exhibit K (Definitions), (c) how that term is defined in the Statement of Work, and (d) how that term is defined in the other Exhibits, Appendices, Attachments, or Schedules pursuant to Section 1 (Applicable Documents). Unless otherwise specified in Exhibit K (Definitions), all references in Exhibit K (Definitions) to Sections shall refer to the respective Sections of the body of the Contract (rather than the Exhibits or Appendices thereto).

# WORK

Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, Deliverables, Services, and other work as set forth in herein.

If the Contractor provides any tasks, Deliverables, goods, Services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

# TERM OF CONTRACT

The term of this Contract shall be (individual or collectively as the “Term”):

Six (6) years commencing after execution by the County’s Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract; and

Optional renewal terms at the County’s discretion including two (2) additional two (2) year terms, and six (6) month-to-month extensions, for a potential total Term of ten (10) years and (6) months, unless sooner terminated, in whole or in part, as provided in this Contract.

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

The Contractor shall notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E (County’s Administration).

# CONTRACT SUM

## Total Contract Sum

5.1.1The “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 specified under this Contract. The Contract Sum for this Contract, including all applicable taxes, authorized by County hereunder is \_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_\_).

5.1.2 The fees and other applicable rates for the Term of the Contract are set forth in Exhibit B (Pricing Schedule). Contractor’s fees shall remain firm and fixed prices for the Term of the Contract. The RR/CC, or designee, at their sole discretion, may increase the Contract Sum up to a maximum of ten percent (10%) of the Contract Sum \_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_\_) over the Term of the Contract, including any extensions thereof.

5.1.3 In addition to any other Contract modification requirements under the Contract, an Amendment to the Contract Sum shall be prepared and executed by the Contractor and by the RR/CC or designee, provided County Counsel approval is obtained prior to execution of such Amendment.

5.1.4 The maximum Contract Sum shall not exceed \_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_\_)

## Written Approval for Reimbursement

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

## Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E (County’s Administration).

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

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

## Invoices and Payments

The Contractor shall invoice the County only for providing the tasks, Deliverables, goods, licenses, Services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor’s payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, Deliverables, goods, Services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

The Contractor’s invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

The Contractor’s invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, Deliverables, goods, Services, work hours, and facility and/or other work for which payment is claimed.

The Contractor shall submit the monthly invoices to the County by the fifteenth (15th) calendar day of the month following the month of service.

All invoices under this Contract shall be submitted electronically (via e-mail to the County, or if by mail, in two (2) copies to the following address:

Department of Registrar-Recorder/County Clerk

Financial Services Section

12400 Imperial Highway

Room 7213

Norwalk, CA 90650

E-mail: [accountspayable@rrcc.lacounty.gov](mailto:accountspayable@rrcc.lacounty.gov)

### Holdbacks

County will hold back fifteen percent (15%) of the amount of each invoice submitted by the Contractor under this Contract prior to Final Acceptance and approved by the County pursuant to this Section 5.5.6 (Holdbacks) shall be due and payable to the Contractor in accordance with the below schedule and conditions, all further subject to adjustment of any amounts arising under this Contract owed to the County by the Contractor, including, but not limited to, any amount arising from Section 8.26 (Liquidated Damages) and any partial termination of any task or Deliverable set forth in Exhibit A (Statement of Work) provided herein.

###### Twenty-five percent (25%) of total holdbacks will be due and payable upon the later of (x) Final Acceptance and (y) successful completion of voting in the \_\_\_\_\_\_\_\_\_\_ election by use of the EMS System.

###### Twenty-five percent (25%) of total holdbacks shall be due and payable on the date of certification by County of the \_\_\_\_\_\_\_\_\_\_ election results with no challenges filed on or before thirty (30) days following the date of such certification; provided that any holdbacks not released pursuant to this paragraph because of a challenge shall be released upon (x) a final non-appealable judgment (whether in substance or because the time period for filing an appeal has lapsed without such filing) which upholds the validity of such election or, if the validity of such election is not upheld, the basis for such determination of invalidity is based on matters other than a defect in the EMS System or other alleged default by the Contractor in the provision of goods, services, or deliverables under this Contract, (y) the dismissal with prejudice of such challenge or (z) the claim is finally resolved in accordance with the Applicable Law for such claim. If the challenge results in a determination that the basis for any determination of invalidity is based on a defect in the EMS System or other alleged default by the Contractor in the provision of goods, Services, or Deliverables under this Contract, then the balance of the holdbacks not released pursuant to this paragraph because of a challenge shall be released upon the Contractor’s correction, at its sole cost, of the defects or defaults specified in such determination.

###### Twenty-five percent (25%) of total holdbacks accumulated prior to the \_\_\_\_\_\_\_\_\_\_ election shall be due and payable upon the successful completion of voting in such election.

###### Any remaining holdbacks (other than holdbacks under clause (c)) will be due and payable upon successful certification by County of the \_\_\_\_\_\_\_\_\_\_ election results with no challenges filed on or before thirty (30) days following the date of such certification; provided that any holdbacks previously held back due to a challenge shall not be released until such time as the challenge is resolved; provided further that any holdbacks not released pursuant to this paragraph because of a challenge shall be released upon (x) a final non-appealable judgment (whether in substance or because the time period for filing an appeal has lapsed without such filing) which upholds the validity of such election or, if the validity of such election is not upheld, the basis for such determination of invalidity is based on matters other than a defect in the EMS System or other alleged default by the Contractor in the provision of goods, Services, or Deliverables under this Contract, (y) the dismissal with prejudice of such challenge or (z) the claim is finally resolved in accordance with the Applicable Law for such claim. If the challenge results in a determination that the basis for any determination of invalidity is based on a defect in the EMS System or other alleged default by the Contractor in the provision of goods, Services, or Deliverables under this Contract, then the balance of the holdbacks not released pursuant to this paragraph because of a challenge shall be released upon the Contractor’s correction, at its sole cost, of the defects or defaults specified in such determination.

### County Approval of Invoices

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

## Intentionally Omitted

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

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

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

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.

At any time during the duration of the agreement/contract, the 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.

# ADMINISTRATION OF CONTRACT - COUNTY

## County Administration

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

## County’s Project Director

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

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

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

## County’s Project Manager

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

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

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

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

## County’s Contract Project Monitor

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

# ADMINISTRATION OF CONTRACT - CONTRACTOR

## Contractor Administration

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

## Project Manager

The Contractor’s Project Manager is designated in Exhibit F (Contractor’s Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor’s Project Manager.

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

## Approval of Contractor’s Staff

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

## Contractor’s Staff Identification

County shall provide, at Contractor’s expense, all staff providing Services under this Contract with a photo identification badge.

All of Contractor’s employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee’s County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

If County requests the removal of Contractor’s staff, Contractor shall retrieve and return an employee’s County ID badge to the County on the next business day after the employee has been removed from working on the County’s Contract.

## Background and Security Investigations

Each of Contractor’s staff performing Services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but shall not be limited to, criminal conviction information. At the County’s sole and absolute discretion it may accept other completed background checks of equivalent scope as those done using Live Scans through the CA DOJ for non-California residents. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor’s staff passes or fails the background investigation.

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

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

Disqualification of any member of Contractor’s staff pursuant to this Section 7.5 (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.

## Confidentiality

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

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Section 7.6 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor’s indemnification obligations under this Section 7.6 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County’s prior written approval.

Contractor shall inform all of its officers, employees, agents, and Subcontractors providing Services hereunder of the confidentiality provisions of this Contract.

Contractor and each Subcontractor, along with respective employees of each that receive County Confidential Information or County Data, shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Contract”, Exhibit G1. In addition to any other requirements related to Subcontractor Work under this Contract, including Section 8.40 (Budget Reductions), Contract shall be responsible to ensure that Subcontractor and each Subcontractor employee complies with the requirements of this Section 7.6 (Confidentiality).

**Data Security**. In addition to all information and data security requirements in this Contract including Statements of Work (Exhibits A.1, A.2 and A.3), Contractor shall comply with, and ensure that the Services and EMS System conform to, all information technology, information security, privacy and other digital and electronic protection requirements pursuant to applicable federal, state and local laws as well as the County Information Security and Privacy Requirements (Exhibit J).

# STANDARD TERMS AND CONDITIONS

## Amendments and Change Orders

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Section 8.1 (Amendments and Change Orders). Any change to any work and to any other provisions of this Contract shall be accomplished only as provided in this Section 8.1 (Amendments and Change Orders).

The County reserves the right to initiate Change Orders that either (i) do not (a) affect the Contract Term or Total Contract Sum or payments and (b) materially alter the Contract. All such changes shall be executed with a Change Order to this Contract signed by the Contractor and by the County’s Project Director (or either such party’s designee); provided that any Change Order for additional work or any modification of the work, shall additionally require an additional Statement of Work, or amendment to the Statement of Work, and written approval of County’s Chief Information Office and County Counsel.

For any change which affects the Contract Sum and/or Statement of Work but does not materially alter the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the RR/CC or designee, provided County Counsel approval is obtained prior to execution of such Amendment.

For any change which (a) affects the Contract Term (other than exercise of below or resulting from Force Majeure), the Contract Sum, and/or Statement of Work under this Contract and (b) materially alters the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Board or its authorized designee.

## Assignment and Delegation/Mergers or Acquisitions

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

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

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 accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor’s duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County’s express prior written approval, shall be a material breach of the 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.

## Representations and Warranties:

The Contractor represents, warrants and covenants that:

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

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

The EMS System shall conform to the specifications and requirements set forth in this Contract without material deviations for the period commencing upon the Commencement Date and continuing through the expiration or termination of Maintenance and Support Contract Term. Contractor shall institute quality controls, including suitable testing procedures, if any, to ensure that the EMS System complies with the specifications in a manner consistent with the highest applicable industry standards. Upon the County’s reasonable request, the County shall have the right to review Contractor’s quality controls in order to verify and/or improve the quality of the EMS System. This right of review includes the right to verify that there is no existing pattern or repetition of County or voter complaints regarding the EMS System, including functionality or performance issues, and that Contractor’s engineers have not currently identified any repeating adverse impact on the EMS System, including functionality or performance, for which the root cause is believed to be a flaw or defect in the EMS System.

Contractor shall not negligently cause any unplanned interruption of the operations of, or accessibility to, the EMS System or any component through any device, method, or means, including, without limitation, the use of any “virus,” “lockup,” “time bomb,” “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 Information or of causing any unplanned interruption of the operations of, or accessibility of, the EMS System or any component to the County or any user or which could alter, destroy, or inhibit the use of the EMS System or any component, or the information or data contained therein (collectively, “Disabling Device[s]”), which could block access to or prevent the use of the EMS System or any component by the County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any EMS System component provided to the County under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided EMS System component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the EMS System or Updates thereto prior to the installation onto the EMS System and shall prevent any viruses from being incorporated or introduced in the process of Contractor’s performance of online support.

The Contractor has knowledge of all Federal, State, and local laws, standards and regulations applicable to the Contractor’s performance of the Services and shall perform its obligations under this Contract in conformity with such requirements and practices, including but not limited to all applicable law(s).

The EMS System (including Software, Hardware and/or firmware), EMS IP, Deliverable(s), Contractor IP, related IP Materials and/or Services will not infringe the rights of any Person, including without limitation, Intellectual Property rights (i) alone, (ii) as required by, incorporated in, or combined with the EMS System, or (iii) as integrated or configured with County IP, including Software, Hardware and/or firmware, or County Data.

The EMS System (including Software, Hardware and/or firmware), EMS IP, Deliverable(s), Contractor IP, related IP Materials and/or Services will not, as received by the County or at any time during the Term, violate any United States export controls including without limitation, the Department of Defense International Traffic in Arms Regulations (“ITAR”), the Department of Commerce Export Administration Regulations (“EAR”) or be subject to any restricted country or person as designated by the Department of the Treasury Office of Foreign Assets Control (“OFAC”).

## Budget Reductions

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

## Complaints

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

### Complaint Procedures

Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor’s policy for receiving, investigating, and responding to user complaints.

The County will review the Contractor’s policy and provide the Contractor with approval of said plan or with requested changes.

If the County requests changes in the Contractor’s policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

If, at any time, the Contractor wishes to change the Contractor’s policy, the Contractor shall submit proposed changes to the County for approval before implementation.

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

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

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

## Compliance with Applicable Law

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.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor’s indemnification obligations under Section 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County’s prior written approval.

## Compliance with Civil Rights Laws

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

## Compliance with the County’s Jury Service Program

### 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 by reference into and made a part of this Contract.

### Written Employee Jury Service Policy.

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

##### For purposes of this Section 8.8.2, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform Services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

## Conflict of Interest

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

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the 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 shall be a material breach of this Contract.

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

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

## Consideration of Hiring GAIN-GROW Participants

Should the 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 (DPSS) 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](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

## Contractor Responsibility and Debarment

### Responsible Contractor

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

### Chapter 2.202 of the County Code

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

### Non-responsible contractor

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

### Contractor Hearing Board

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

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

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

If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.

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

### Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

## Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County’s policy to encourage all County Contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster, in Exhibit I (Safely Surrendered Baby Law), in a prominent position at the Contractor’s place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. Information and posters for printing are available at [www.babysafela.org.](http://www.babysafela.org/)

## Contractor’s Warranty of Adherence to County’s Child Support Compliance Program

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

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

## County’s Quality Assurance Plan

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

## Damage to County Facilities, Buildings or Grounds

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

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

## Employment Eligibility Verification

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

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

## Counterparts and Electronic Signatures and Representations

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each Party, when appearing in appropriate places on the Amendments prepared pursuant to Section 8.1 (Amendments and Change Orders) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

## Fair Labor Standards

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

## Force Majeure

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

Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “Subcontractor” and “Subcontractors” mean subcontractors at any tier.

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.

## Governing Law, Jurisdiction, and Venue

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

## Independent Contractor Status

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

The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The 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 the Contractor.

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

The Contractor shall adhere to the provisions stated in Section 7.6 (Confidentiality).

## Indemnification

The 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 liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## General Provisions for all Insurance Coverage

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 Sections 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### Evidence of Coverage and Notice to County

Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, 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 (10) days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. 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 fifty thousand dollars ($50,000), and list any County required endorsement forms.

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

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

Department of Registrar-Recorder/County Clerk

Contracts and Grants Section

12400 Imperial Highway

Room 7211

Norwalk, CA 90650

[contracts@rrcc.lacounty.gov](mailto:contracts@rrcc.lacounty.gov)

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

### 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 the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor’s acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County’s minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### Cancellation of or Changes 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 (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

### 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 the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor for reimbursement.

### Insurer Financial Ratings

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

### 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.

### Waivers of Subrogation

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

### Subcontractor Insurance Coverage Requirements

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

### Deductibles and Self-Insured Retentions (SIRs)

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

### 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 (3) years following Contract expiration, termination, or cancellation.

### 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.

### 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.

### 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.

### County Review and Approval of Insurance Requirements

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

## Insurance Coverage

**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

**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.

**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 the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor’s operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen’s compensation law or any Federal occupational disease law.

### Unique Insurance Coverage

#### Intentionally Omitted.

#### Professional Liability-Errors and Omissions

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

#### Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor’s insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

#### Intentionally Omitted.

#### Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair, and maintenance of computer products, networks, and systems; (9) marketing, selling, servicing, distributing, installing, and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval, or preparation of data output, and any other services provided by the vendor with limits of not less than $10 million.

#### Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of ten million ($10,000,000) per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County’s request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor’s liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

#### Intentionally Omitted.

## Liquidated Damages

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

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

Subject to Section 8.26.4, the parties hereby agree that under the current circumstances a reasonable estimate of such damages is one thousand dollars ($1,000) per day per infraction, or as specified in the Exhibit A.5 (Performance Requirements Summary (PRS)) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount.

Notwithstanding Section 8.26.3, during the period where in-person elections are permitted under law the reasonable estimate of such damages is the greater of (i) fifty thousand dollars ($50,000) per day or (ii) five percent (5%) of the Total Contract Sum, each calculated per infraction, provided the infraction is a critical and material infraction and due to a breach or negligence of Contractor.

Said amount shall be deducted from the County’s payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the Deficiencies, the County may correct any and all Deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

This Section shall not, in any manner, restrict or limit the County’s right to damages for any breach of this Contract provided by law or as specified in the Exhibit A.5 (PRS) or pursuant to this Section 8.26, and shall not, in any manner, restrict or limit the County’s right to terminate this Contract as agreed to herein.

## Most Favored Public Entity

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

## Nondiscrimination and Affirmative Action

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

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

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

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

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

The Contractor shall allow County representatives access to the Contractor’s employment records during regular business hours to verify compliance with the provisions of this Section 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

If the County finds that any provisions of this Section 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

The Parties agree that in the event the contractor violates any of the anti‑discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## Non Exclusivity

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

## Notice of Delays

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

## Notice of Disputes

The Contractor shall bring to the attention of the County’s Project Manager and/or County’s Project Director any dispute between the County and the Contractor regarding the performance of Services as stated in this Contract. If the County’s Project Manager or County’s Project Director is not able to resolve the dispute, the Department Head, or his/her designee shall resolve it.

## Notice to Employees Regarding the Federal Earned Income Credit

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

## Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org/).

## Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first‑class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E (County’s Administration) and Exhibit F (Contractor’s Administration). Addresses may be changed by either Party giving ten (10) days prior written notice thereof to the other Party. The Department Head, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

## Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither Party shall in any way intentionally induce or persuade any employee of one Party to become an employee or agent of the other Party. No bar exists against any hiring action initiated through a public announcement.

## Public Records Act

Any documents submitted by the Contractor; all Information obtained in connection with the County’s right to audit and inspect the Contractor’s documents, books, and accounting records pursuant to Section 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The 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.

In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, Information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

## Publicity

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

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

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

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

## Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the 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 the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County’s option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County’s Auditor‑Controller within thirty (30) days of the Contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to Applicable Law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

## Recycled Bond Paper

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

## Subcontracting

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

If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County’s request:

A description of the work to be performed by the Subcontractor;

A draft copy of the proposed subcontract; and

Other pertinent information and/or certifications requested by the County.

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

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

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

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

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

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

Department of Registrar-Recorder/County Clerk

Contracts and Grants Section

12400 Imperial Highway

Room 7211

Norwalk, CA 90650

[contracts@rrcc.lacounty.gov](mailto:contracts@rrcc.lacounty.gov)

## Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Section 8.14 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

## Termination for Convenience

This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be affected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

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

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

All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 8.38 (Record Retention and Inspection-Audit Settlement).

## Termination for Default

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

Contractor has materially breached this Contract; or

Contractor fails to timely provide and/or satisfactorily perform any task, Deliverable, Service, or other work required either under this Contract; or

Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

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

If, after the County has given notice of termination under the provisions of Section 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Section 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.42 (Termination for Convenience).

The rights and remedies of the County provided in this Section 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.

## Termination for Improper Consideration

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

The 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 the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

## Termination for Insolvency

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

Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

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

The rights and remedies of the County provided in this Section 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.

## Termination for Non-Adherence of County Lobbyist Ordinance

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

## Termination for Non-Appropriation of Funds

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

## Validity

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

## Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 8.49 (Waiver) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## Warranty Against Contingent Fees

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

For breach of this warranty, the 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.

## 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.

## 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 Section 8.51 (Warranty of Compliance with County’s Defaulted Property Tax Reduction Program) shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## Time Off for Voting

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

## 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 the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

## Intentionally Omitted.

## 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 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

## Compliance with the County Policy of Equity

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

## Prohibition from Participation in Future Solicitation(s)

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

# UNIQUE TERMS AND CONDITIONS

## Acceptance

The EMS System, Services, Deliverables, and milestones (if applicable) shall be subject to acceptance, and acceptance testing by the County, which testing shall be in County’s sole discretion, to verify that they satisfy the County’s acceptance criteria as more fully described in the Statement of Work (individually or collectively Exhibits A.1 through A.3).

Use of the EMS System that includes actual County Data or in use for any election cycle shall not be deemed acceptance or Final Acceptance of the EMS System, Services, Deliverables, and milestones.

If the County’s Project Director makes a good faith determination at any time that the EMS System (as a whole, or any component thereof), Services, Deliverables, and/or milestones has not successfully completed any testing required under the Contract pursuant to the timelines or has not achieved Final Acceptance (collectively referred to for purposes of this Section 9.1 as a “Designated Test”), the County’s Project Director shall promptly notify the Contractor in writing of such failure, specifying with as much detail as possible the manner in which the EMS System, Services, Deliverables, and/or milestones failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the EMS System, Services, Deliverables, and/or milestones as will permit the EMS System, Services, Deliverables, and/or milestones to be ready for retesting. Contractor shall notify the County’s Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the County’s Project Director makes a good faith determination that the EMS System, Services, Deliverables, and/or milestones again fail(s) to pass the applicable Designated Test, the County’s Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the EMS System, Services, Deliverables, and/or milestones failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the EMS System, Services, Deliverables, and/or milestones as will permit the EMS System, Services, Deliverables, and/or milestones to be ready for retesting.

The procedures set forth in Section 9.1.3 shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test; or (ii) that County has concluded, subject to escalation procedure pursuant to this Contract or any Statement of Work, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in accordance with Section 8.43 (Termination for Default) on the basis of such non-curable default.

Any termination by the County pursuant to this Section 9.1 (Acceptance) may be, as determined by the County in its sole judgment: (i) a termination with respect to one or more of the components of the EMS System; (ii) a termination of any part of Exhibit A.1 (Implementation Statement of Work), A.2 (Hosting Statement of Work or A.3 (Maintenance and Support Statement of Work) relating to the EMS System, Service(s), Deliverable(s), and/or milestone(s) that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to the County of the EMS System as a whole, the entire Contract. The foregoing is without prejudice to any other rights that may accrue to the County or Contractor under the Terms of this Contract or by law.

## Intellectual Property; License; Rights

### Contractor IP License.

**Non-EMS Software License**. Except as provided in Section 9.2.4 (County Ownership of, and rights to, IP Materials and Deliverables), at no additional cost to the County, and excluding only such Contractor IP that is directly embodied in Software required for the EMS System, Contractor hereby grants to the County an irrevocable, fully paid-up right and non-exclusive license to use or have used on its behalf, execute, distribute, reproduce, perform, prepare derivative works, adapt, and display the Contractor IP during the Term for the purposes of the Contract including any and all uses to fully enjoy and exploit the Intellectual Property rights, licenses, and grants under this Section 9.2 (Intellectual Property; License; Rights).

**EMS Software License**. Only to the extent that such rights are not specifically identified and excluded, limited or restricted by Exhibit A.4 (EMS Software License Contract), Contractor hereby grants to the County an irrevocable, fully paid-up right, and non-exclusive license to use or have used on its behalf, execute, distribute, reproduce, perform, prepare derivative works, adapt, and display the EMS System Software during the Term for the purposes of the Contract including any and all uses to fully enjoy and exploit the Intellectual Property rights, licenses, and grants under this Section 9.2 (Intellectual Property; License; Rights).

**EMS Software Upgrades and Updates**. At no additional cost to the County, Contractor hereby grants to the County an irrevocable, fully paid-up right, and non-exclusive license to use or have used on its behalf, execute, distribute, reproduce, perform, prepare derivative works, adapt, and display any and all Upgrades and Updates to the EMS System Software, including any such Upgrades or Updates required by any SOW, subject to a license to the County pursuant to Section 9.2.1.2 and Exhibit A.4 during the Term for the purposes of the Contract including any and all uses to fully enjoy and exploit the Intellectual Property rights, licenses and grants under this Section 9.2 (Intellectual Property; License; Rights).

**Disclosure and Delivery**. Subject to IP Approval Rights and COTS Authorization, any work product or deliverables (including Software) that embody Contractor IP (or Developed IP pursuant to Section 9.2.2) shall be (i) disclosed prior to any Work and (ii) delivered (digitally and/or physically) to the County within thirty (30) days of incorporation into the EMS System, Work or any deliverable.

**Developed IP Ownership and License**. Developed IP shall be owned by Contractor subject to (i) Section 9.2.4 (County Ownership of, and rights to, IP Materials and Deliverables), and (ii) a grant to the County of an irrevocable, fully paid-up right and non-exclusive license to use or have used on its behalf, execute, distribute, reproduce, perform, prepare derivative works, adapt and display such Developed IP during the Term for the purposes of the Contract including any and all uses to fully enjoy and exploit the Intellectual Property rights, licenses and grants under this Section 9.2 (Intellectual Property; License; Rights). For the avoidance of doubt and without limiting the foregoing, Developed IP may include Upgrades, Updates, and/or Software modifications or improvements whether or not identified as a specification or otherwise identified in the Contract and whether or not requested by the County.

**Third Party IP License**. Subject to COTS Authorization, Contractor shall be responsible to identify, negotiate and finalize all rights, title, and license to be secured and granted to the County under this Section 9.2.3 which shall not be functionally, technically, or legally inferior to the grant of rights received by Contractor under this Contract (and pursuant to this Section 9.2 (Intellectual Property; License; Rights)) (the “Base License Rights”), in the name of the County, with the owner of any Third Party IP.

#### IP Approval Rights. Except as to COTS Authorization, if the owner of Third Party IP refuses to grant Base License Rights to the County, Contractor shall provide the best-commercially-available license rights to the County for review and approval, in the County’s sole discretion.

#### COTS Authorization. The Contractor shall secure license(s) in the name of the County based on commercially available terms for the COTS, including any standard end user license agreement. If the COTS license terms fail to provide the complete Base License Rights, the Contractor shall provide for approval by the County in its sole discretion (i) an outline of such license deficiencies and (ii) the identification of at least one (1) other COTS available for the same purpose, function or design. The Contractor shall identify and disclose to the County all COTS required by, incorporated in, or combined with the Work or the EMS System.

#### Disclosure and Delivery. Subject to IP Approval Rights and COTS Authorization, any work product or Deliverables (including Software) that embody Third Party IP shall be (i) disclosed prior to any Work and (ii) delivered (digitally and/or physically) to the County within thirty (30) days of incorporation into the EMS System, Work or any deliverable.

#### Contract Administration. During the Term, Contractor shall be solely responsible for Third Party IP license agreement compliance including notices and renewal (including payment of any royalties or fees). Ninety (90) days prior to the Termination Date, Contractor shall prepare and deliver all agreements along with a summary of current agreement (i) title, (ii) parties, (iii) effective date, (iv) renewal notice requirements, (v) expiration date, and (vi) a detailed listing of all use restrictions and license terms that differ from the Base License Rights.

**County Ownership of, and rights to, IP Materials and Deliverables**.

Except for Developed IP and EMS IP directly embodied in Software required for the EMS System, all IP Materials and Deliverables created or authored, in any medium, under and for the purposes of the Contract, is specially ordered or commission by the County, including works made for hire in accordance with Section 101 of the Copyright Act of the United States. To the extent that such IP Materials and Deliverables do not qualify as works made for hire, the Contractor hereby assigns to the County all rights, title, and interest in and to the IP Materials including any and all work product and designs. The Contractor agrees to execute such further documents and to do such further acts as may be necessary to perfect, register, or enforce the County’s ownership of such rights, in whole or in part. If Contractor fails or refuses to execute any such documents, the Contractor hereby appoints the County as the Contractor’s attorney-in-fact (this appointment is irrevocable and is coupled with an interest) to act on the Contractor’s behalf and to execute such documents. The Contractor hereby forever waives and agrees never to assert against the County, its successors or licensees any and all “Moral Rights” the Contractor may have in Intellectual Property embodied in any such IP Materials or Deliverables even after expiration or termination of this Contract.

The County shall have an immediate possessory right and interest upon the authorship, creation or development of all IP Materials and Deliverables owned or assigned to the County pursuant to Section 9.2.4.1, physically or digitally, and whether or not such IP Materials or Deliverables have been delivered to the County under the terms of this Contract.

### Excluding COTS pursuant to Section 9.2.3.2 (COTS Authorization), but in addition to any Work or Deliverables or other items to be delivered to the County under this Contract, the Contractor shall deliver, or cause to be delivered, to the County all IP Materials. If Contractor can provide sufficient justification, only to the extent that such delivery would eliminate or substantially limit the legal protections for, or commercial value of, such IP Materials, the County may approve an IP Escrow for the delivery, deposit and update of Contractor IP through the Term and any consecutive renewal thereof. In such cases Contractor shall comply, and cause Subcontractors to comply, with the IP Escrow deposit requirements of Section 9.2.6 (IP Escrow), below provided that such delivery to the County or deposit into IP Escrow(s) shall occur at the earlier of (i) when such Work, Deliverable or other item is due under the Contract terms, (ii) with respect to Intellectual Property in existence on the Effective Date, within thirty (30) days after the Effective Date of the Contract or (iii) sixty (60) days prior to the effective date of termination.

**IP Escrow**.

#### The County and Contractor acknowledge that the Contractor and/or owners of Third Party IP may not wish to deliver the required IP Materials directly to the County pursuant to this Contract as public disclosure could deprive the owners of Intellectual Property commercial value. The Contractor further acknowledges that the County nevertheless must be guaranteed access to such IP Materials and the use of the relevant Intellectual Property pursuant to this Contract, and must be assured that the IP Materials are delivered to the County.

#### In lieu of delivering the IP Materials directly to the County, subject to the requirements of Section 9.2.6 (IP Escrow), Contractor or the owner of Third Party IP may deposit relevant IP Materials with a neutral depository. In such event, the County and the Contractor shall: (i) mutually select one or more escrow companies or other neutral depositories (each an “IP Escrow Agent”) engaged in the business of receiving and maintaining escrows of EMS System Source Code or other Intellectual Property; (ii) establish one or more escrows (each an “IP Escrow”) with the IP Escrow Agent on terms and conditions reasonably acceptable to the County and the Contractor for the deposit, retention, audit, upkeep and release of IP Materials to the County pursuant to this Contract; (iii) determine a date for each deposit of the IP Materials into the IP Escrow; and (iv) determine a process for releasing from escrow the IP Materials to be delivered to the County pursuant to the Contract Documents. The Contractor shall be responsible for the fees and costs of the IP Escrow Agent and IP Escrow(s).

#### Any IP Materials deposited in IP Escrow(s) shall be released and delivered to the County in any of the following circumstances (“Release Conditions”):

#### (i) this Contract is terminated for Default pursuant to Section 8.43 (Termination for Default);

#### (ii) voluntary or involuntary bankruptcy of the Contractor or the owner of Third-Party IP; or

#### (iii) the Contractor or the owner of Third Party IP is dissolved or liquidated or otherwise ceases to engage in the ordinary course of the business of manufacturing, supplying, maintaining, and servicing the software, product, part, or other item containing the relevant Intellectual Property.

The County shall maintain the confidentiality of any IP Materials released pursuant to this Section 9.2.6 (IP Escrow) pursuant to Section 8.36 (Public Records Act) and shall enter into a non-disclosure agreement with any third party with whom the County, in its sole discretion, grants access to such IP Materials to the extent that such IP Materials contain Confidential Information.

Payments Inclusive. The Contractor acknowledges and agrees that the sum of all payments made pursuant to the Contract shall include all royalties, fees, costs and expenses arising from or related to the Contractor IP, Third Party IP, Software or any licenses granted under this Section 9.2 (Intellectual Property; License; Rights). For the avoidance of doubt, all fees, costs and expenses for IP Escrow(s) are to be paid by the Contractor under this Contract.

All the rights and obligations of this Section 9.2 (Intellectual Property; License; Rights) shall survive the expiration or termination of this Contract.

## Intellectual Property Indemnification

The Contractor shall indemnify, hold harmless, and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any rights of any Person, including Intellectual Property rights, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the EMS System, EMS IP, Contractor IP, Third Party IP, Developed IP, IP Materials and all Deliverables or Services under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor’s defense and settlement thereof.

In the event any physical, digital or mechanical item, product or property, including equipment, hardware, firmware, or Software, becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County’s continued use of such item, product or property, is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County’s continued use of the System is not materially impeded, shall either:

1. Procure for County all rights to continued use of the questioned item, product or property; or

(ii) Replace the questioned item, product or property with a non-questioned item; or

(iii) Modify the questioned item, product or property so that it is free of claims.

## Intentionally Omitted.

## Intentionally omitted.

## Local Small Business Enterprise (LSBE) Preference Program

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.

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.

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.

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:

##### Pay to the County any difference between the Contract amount and what the County’s costs would have been if the Contract had been properly awarded;

##### In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

##### Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties 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.

## Social Enterprise (SE) Preference Program

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.

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.

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.

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:

##### Pay to the County any difference between the Contract amount and what the County’s costs would have been if the Contract had been properly awarded;

##### In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

##### Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

##### The above penalties 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.

## Disabled Veteran Business Enterprise (DVBE) Preference Program

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.

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.

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.

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:

##### Pay to the County any difference between the Contract amount and what the County’s costs would have been if the Contract had been properly awarded;

##### In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

##### Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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 has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

|  |  |  |
| --- | --- | --- |
| COUNTY OF LOS ANGELES |  | CONTRACTOR |
| DEAN C. LOGAN  Registrar-Recorder/County Clerk |  | AUTHORIZED SIGNATURE |
|  |  | PRINT NAME |
|  |  | TITLE |
| TAX IDENTIFICATION NUMBER |

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA

County Counsel

By

Deputy County Counsel

**EXHIBITS**

A Statement of Work

A.1 Implementation SOW

A.2 Hosting SOW

A.3 Maintenance and Support SOW

A.4 EMS Software License Agreement

A.5 Performance Requirements Summary

B Pricing Schedule

C Contractor’s Proposed Schedule

D Contractor’s EEO Certification

E County’s Administration

F Contractor’s Administration

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

H Jury Service Ordinance

I Safely Surrendered Baby Law

J Information Security and Privacy Requirements

K Definitions

L Intentionally Omitted

M Intentionally Omitted

N Intentionally Omitted

**STATEMENT OF WORK**

**A.1: Implementation SOW**

See Technical Proposal Response Template J.2 Implementation Statement of Work

**A.2: Hosting SOW**

See Technical Proposal Response Template K.2 Hosting Statement of Work

**A.3: Maintenance and Support SOW**

See Technical Proposal Response Template L.2 Maintenance and Support Statement of Work

**A.4: EMS Software License Agreement**

Not Attached to Sample

**A.5: Performance Requirements Summary**

See Appendix B, Exhibit 3

**PRICING SCHEDULE**

NOT ATTACHED TO SAMPLE

**CONTRACTOR’S PROPOSED SCHEDULE**

NOT ATTACHED TO SAMPLE

## CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting Yes 🞎 No 🞎

discrimination in all phases of employment.

2. The Contractor periodically conducts a self analysis Yes 🞎 No 🞎

or utilization analysis of its work force.

3. The Contractor has a system for determining if Yes 🞎 No 🞎

Its employment practices are discriminatory

against protected groups.

4. Where problem areas are identified in employment Yes 🞎 No 🞎

practices, the Contractor has a system for taking

reasonable corrective action, to include

establishment of goals or timetables.

Authorized Official’s Printed Name and Title

Authorized Official’s Signature Date

# COUNTY’S ADMINISTRATION

CONTRACT:

CONTRACT NO:

**COUNTY PROJECT DIRECTOR:**

Name:

Address:

Telephone:

E-Mail Address:

**COUNTY PROJECT MANAGER:**

Name:

Address:

Telephone:

E-Mail Address:

**COUNTY CONTRACTS AND GRANTS MANAGER:**

Name:

Address:

Telephone:

E-Mail Address:

**COUNTY CONTRACTS AND GRANTS ANALYST:**

Name:

Address:

Telephone:

E-Mail Address:

**COUNTY CONTRACTS AND GRANTS MONITOR:**

Name:

Address:

Telephone:

E-Mail Address:

**INVOICE QUESTIONS**:

For questions, send an e-mail to accountspayable@rrcc.lacounty.gov and copy the County Project Director, County Project Manager and County Contract Project Monitor.

Include the name of your company, contract name and contact number.

# CONTRACTOR’S ADMINISTRATION

CONTRACT:

CONTRACT NO:

**CONTRACTOR’S PROJECT DIRECTOR:**

Name:

Address:

Telephone:

E-Mail Address:

**CONTRACTOR’S PROJECT MANAGER:**

Name:

Address:

Telephone:

E-Mail Address:

**CONTRACTOR’S AUTHORIZED OFFICIAL:**

Name:

Address:

Telephone:

E-Mail Address:

**NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:**

Name:

Address:

Telephone:

E-Mail Address:

**FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION**

G1-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

G2-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND

COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contract No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR  ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor’s Staff) that will provide services in the above referenced agreement are Contractor’s sole responsibility. Contractor understands and agrees that Contractor’s Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor’s Staff’s performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor’s Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor’s Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor’s Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor’s Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor’s Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor’s Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor’s Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor’s Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor’s Staff for the County.

Contractor and Contractor’s Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor’s Staff agree to forward all requests for the release of any data or information received to County’s Project Manager.

Contractor and Contractor’s Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor’s Staff under the above-referenced contract. Contractor and Contractor’s Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor’s Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor’s Staff shall keep such information confidential.

Contractor and Contractor’s Staff agree to report any and all violations of this agreement by Contractor and Contractor’s Staff and/or by any other person of whom Contractor and Contractor’s Staff become aware.

Contractor and Contractor’s Staff acknowledge that violation of this agreement may subject Contractor and Contractor’s Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor’s Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor’s Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor’s Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor’s Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor’s Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: DATE:  \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POSITION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contract No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: DATE:  \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POSITION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor’s violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

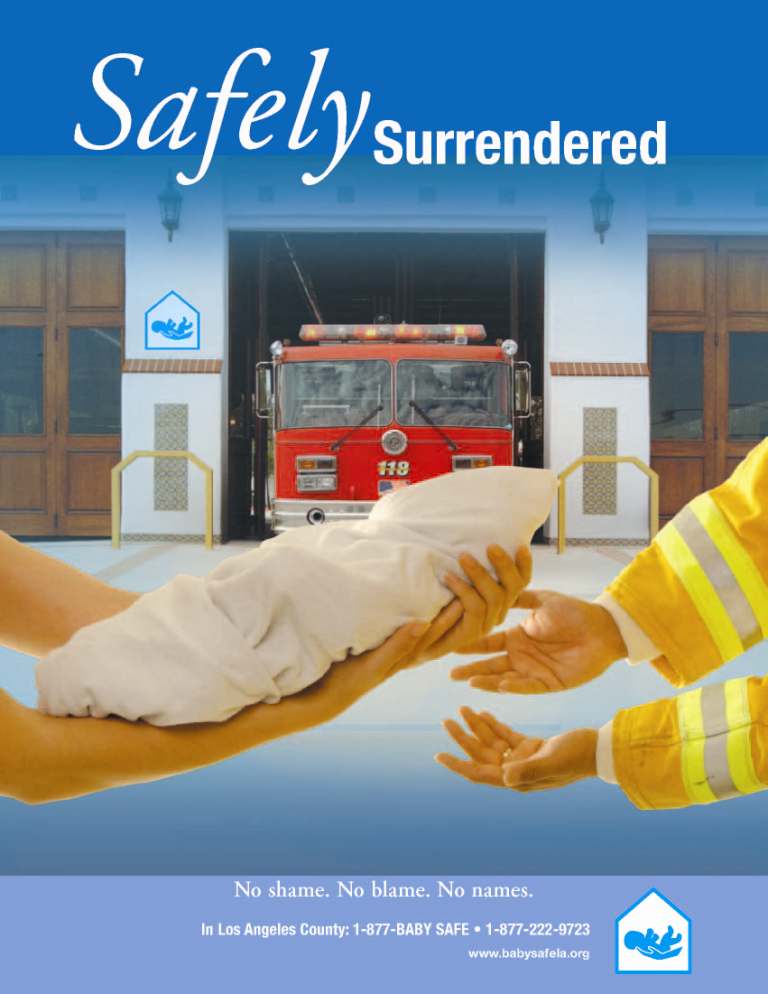
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

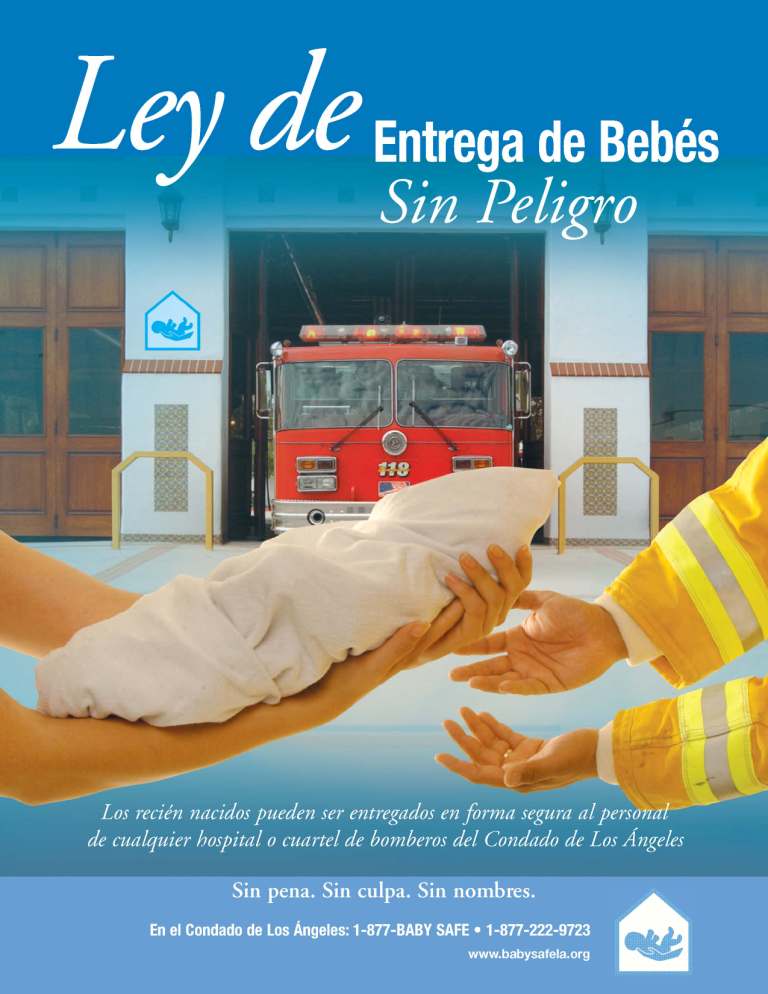
**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**SAFELY SURRENDERED BABY LAW**









INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

# DEFINITIONS

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

1. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
2. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
3. **County Information:** all Data and Information belonging to the County, including
   1. All “nonpublic information,” as defined by the Gramm-Leach-Bliley Act (15 USC § 6801 et seq.);
   2. Personal information as defined by California Civil Code §§ 1798.29, 1798.80, and 1798.140 (California Consumer Privacy Act of 2018, effective January 1, 2020) as amended and supplemented by the California Privacy Rights Act of 2020 (effective December 16, 2020; operative January 1, 2023);
   3. Protected health information or individually identifiable health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HiTECH) Act or as defined by the Code of Federal Regulations (45 CFR § 160.103);
   4. Personal data as defined by the EU General Data Protection Regulation (Regulation (EU) 2016/679); and/or
   5. Affidavits of voter registration, voter registration information, and voter registration records as set forth in California Government Code section 6254.4 and California Code of Regulations section 19001.
4. **Data:** a subset of Information comprised of qualitative or quantitative values.
5. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
6. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
7. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization’s Information Security Program as formally expressed by its top management.
8. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County’s information security requirements.
9. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
10. **Integrity**: the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
11. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
12. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization’s Privacy Program as formally expressed by its top management.
13. **Privacy Program:** A formal document that provides an overview of an organization’s privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization’s privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
14. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
15. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
16. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
17. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

# INFORMATION SECURITY AND PRIVACY PROGRAMS

1. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor’s Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor’s Information Security Program shall:

* Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor’s possession or control;
* Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
* Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
* Protect against accidental loss or destruction of, or damage to, County Information; and
* Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

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

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor’s Privacy Program shall include:

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

# PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

# CONTRACTOR’S USE OF COUNTY INFORMATION

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

# SHARING COUNTY INFORMATION AND DATA

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

# CONFIDENTIALITY

1. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
2. **Disclosure of County Information.** TheContractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County’s contract administrator in consultation with the County’s Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County’s contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
3. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](https://library.municode.com/ca/la_county_-_bos/codes/board_policy?nodeId=CH6INTE_6.104INCLPO) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
4. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
5. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

# CONTRACTOR EMPLOYEES

# The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor’s staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information. In addition to the requirements of this paragraph, Contractor shall cause its employees, and employees of Subcontractors as appropriate, to complete the Live Scan form attached hereto as Attachment 1.

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

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

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

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

# SUBCONTRACTORS AND THIRD PARTIES

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

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

# STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County’s Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor’s control with Transport Layer Security (TLS) or Internet Protocol Security **(**IPSec**)**, at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County’s Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County’s Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County’s Chief Information Security Officer.

# RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

1. **Return or Destruction.** Upon County’s written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County’s option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County’s option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County’s request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
2. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, “Guidelines for Media Sanitization” such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County’s request. On termination or expiration of this Contract, the County will return or destroy all Contractor’s Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County’s option.

# PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

# OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

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

# ACCESS CONTROL

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

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

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

# SECURITY AND PRIVACY INCIDENTS

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

1. Promptly notify the County’s Chief Information Security Officer, the Departmental Information Security Officer, and the County’s Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov?subject=Information%20Security%20and/or%20Privacy%20Incident)

**Chief Information Security Officer:**

Ralph Johnson

Chief Information Security Officer

320 W Temple, 7th Floor

Los Angeles, CA 90012

(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell

Chief Privacy Officer

320 W Temple, 7th Floor

Los Angeles, CA 90012

(213) 351-5363

**Departmental Information Security Officer:**

Daniel Temisanren, MSc Comp Sci, CISM

Departmental Information Security & Privacy Officer

Registrar-Recorder/County Clerk

12400 Imperial Hwy

Norwalk, CA 90650

Office (562) 462-2445

Cell (562) 233-3490

[dtemisanren@rrcc.lacounty.gov](mailto:dtemisanren@rrcc.lacounty.gov)

1. Include the following Information in all notices:
   1. The date and time of discovery of the Incident,
   2. The approximate date and time of the Incident,
   3. A description of the type of County Information involved in the reported Incident, and
   4. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
   5. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
2. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County’s written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
3. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
4. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
5. Allow the County or its third-party designee at the County’s election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

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

# NON-EXCLUSIVE EQUITABLE REMEDY

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

# AUDIT AND INSPECTION

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

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

1. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor’s infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County’s request the Contractor shall complete a questionnaire regarding Contractor’s Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit**;** and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor’s normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor’s normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

# CYBER LIABILITY INSURANCE

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

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least $10,000,000 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County’s request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor’s liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

# 18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

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

**ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)**

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

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County’s inability to use the SaaS consistent with the Contract and Section 0 18. PRIVACY AND SECURITY INDEMNIFICATION.

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

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County’s use of the SaaS in a segmented or off-site “hardened” environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

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

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

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

1. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
2. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor’s plan for addressing or resolving the audit findings shall be shared with County’s Chief Information Security Officer within ten (10) business days of the Contractor’s receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
3. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County’s Contract Administrator.
4. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
5. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
   * 1. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
     2. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
     3. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
     4. Such other activities upon which the Parties may reasonably agree.

**ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS**

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

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

**ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY**

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

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

**BACKGROUND CHECK FORM**

Graphical user interface, application

Description automatically generated

**Definitions**

See Appendix O (Glossary and Acronyms)

**INTENTIONALLY OMITTED**

**INTENTIONALLY OMITTED**

**INTENTIONALLY OMITTED**