

APPENDIX A

SAMPLE RFP CONTRACT



CONTRACT BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

INMATE COMMISSARY AND VENDING SERVICES

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Sample Contract

**CONTRACT BETWEEN
THE COUNTY OF LOS ANGELES
AND**

**FOR
INMATE COMMISSARY AND VENDING SERVICES**

This Contract (Contract) made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles (County), hereinafter referred to as County and _____, hereinafter referred to as "Contractor". _____ is located at _____.

RECITALS

WHEREAS, the County may contract with private businesses for Inmate Commissary and Vending Services (Services) when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Inmate Commissary and Vending Services; and

WHEREAS, Contractor possesses the necessary skills, qualifications, competence, license, and expertise and, therefore, is qualified to perform such Services; and

WHEREAS, the County does not have the requisite staff with the specific skills and expertise necessary to perform the Services; and

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

WHEREAS, based upon an open competitive selection process, the Department has recommended to County's Board of Supervisors the selected Contractor that is prepared and desires to provide to the County the Services as described herein; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F1, F2, F3, G and H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Service or otherwise between the base Contract and the Exhibits, or between Exhibits and Attachments, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits and Attachments according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work
	Attachment A Contract Discrepancy Report
	Attachment B Performance Requirements Summary Chart
	Attachment C.1 Vending Equipment List by Facility
	Attachment C.2 Vending Machine Dimensions
	Attachment D System Interfaces
	Attachment E Department Security and Grooming Standards
	Attachment F Commissary and Vending Product Master List
	Attachment F.1 Commissary Housing Menus
	Attachment F.2 Indigent Kits
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	Attachment F.4 Web Order Menu
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	Attachment F.6 Inmate Account Deposit Fee Schedule
	Attachment G.1 Contractor's Delivery Plan
	Attachment G.2 Maintenance and Delivery Schedule
Exhibit B	Business and Technical Requirements
Exhibit C	Price Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F1	Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
Exhibit F2	Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement

- Exhibit F3 Contractor Non-employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- Exhibit G Safely Surrendered Baby Law
- Exhibit H Information Security and Privacy Requirements
 - Exhibit H-1 Departmental Information Security Requirements
 - Exhibit H-2 Compliance with Departmental Encryption Requirements

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

2.0 DEFINITIONS

2.1 Standard Definitions:

The terms and headings in this Paragraph 2.0 (Definitions), whether singular or plural, are listed for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 **Amendment:** Has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices) of this Contract.
- 2.1.2 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.3 **Billing Period:** The period that commences on the first Day of the month and ends on the last Day of that specific month.
- 2.1.4 **Business Day:** Monday through Friday, excluding County-observed holidays.
- 2.1.5 **Contraband:** Defined within the Department’s Custody Manual 5-07/010.00, including, but not limited to, the items listed in Attachment E.5 (Contraband Defined) of Exhibit A (Statement of Work) to this Contract.
- 2.1.6 **Contract:** The agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the Services to be performed. The Contract sets forth the terms and conditions for the issuance and performance of Services and other Work.

- 2.1.7 County Project Director:** Has the meaning specified in Paragraph 6.2.1 (County Project Director). All references to County Project Director will mean, "County Project Director or authorized designee."
- 2.1.8 County Project Manager:** Has the meaning specified in Paragraph 6.2.2 (County Project Manager). All references to County Project Manager will mean, "County Project Manager or authorized designee."
- 2.1.9 Custody Facility(ies):** A facility or facilities used for the detention of persons pending arraignment, during trial and upon a sentence of commitment. This also includes patrol station jails (local detention facilities), court services lock-ups (court holding facilities), and any other location used for detention of persons in the custody of the Department.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Effective Date:** The date this Contract is executed by the County.
- 2.1.12 Essential Tools:** Any tools, keys, equipment, or any other materials necessary to facilitate the performance of duties required under this Contract. However, these Essential Tools must be in compliance with Exhibit A (Statement of Work) of Appendix A (Sample Contract), Attachment E.4 (Security of Personal Property), and the County has final authority to determine what Essential Tools are allowed within a Custody Facility.
- 2.1.13 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.14 Gross Proceeds:** The total of all monies collected from Contractor's commissary and vending machine sales minus the following items: a) Applicable Taxes, including sales tax and excise taxes, collected or required to be collected by Contractor from purchasers of commissary and vending machine menu items under this Contract, regardless of whether the amount is stated to the purchasers as a separate charge, provided the amount of such taxes will be shown on Contractor's accounting records, including, but not limited to, invoices and reports as hereinafter required, and b) California Redemption Value, if applicable.
- 2.1.15 Gross Sales:** The total dollar amount of Contractor's sales less the following:
- | | |
|--------------------------|---------------------------|
| Hygiene Maintenance Kits | Postage Stamped Envelopes |
| Indigent Kits | Postage Stamps |
| Pro-per Kits | Sales Tax |

Emergency Kits Service Indigent Reading Glasses
County Gift Assortments Pre-paid Vending Machine Cards

- 2.1.16 Inmate(s):** Any person held or detained in any Department Custody Facility.
- 2.1.17 Inmate Welfare Fund (IWF):** The fund established by the Sheriff under authority of Section 4025 of the California Penal Code.
- 2.1.18 Inmate Communication System and Services (ICSS):** Contract made between the County and Contractor to provide telephone services to County.
- 2.1.19 Jail Information Management System (JIMS):** An Inmate tracking, record keeping and trust accounting software system developed by Syscon Justice Systems, Ltd., and used by the County under County Contract Number 74666.
- 2.1.20 Pro-Per Inmate:** An Inmate recognized by the court as acting as their or her own legal counsel.
- 2.1.21 Subcontract:** An agreement between Contractor and a third party to provide Services to fulfill this Contract.
- 2.1.22 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, limited liability company (LLC), corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.23 Term:** Has the meaning set forth in Paragraph 4.0 (Term of Contract), below.
- 2.1.24 Unit Commander:** A Department sworn employee, usually at the rank of Captain, who has the ultimate responsibility for all activities at a specific Custody Facility.
- 2.1.25 Work:** Any and all goods and Services and other Work provided, or to be provided, by or on behalf of Contractor pursuant to this Contract.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, Contractor will fully and completely perform, complete, and deliver on time, all Services and other Work as set forth in herein.
- 3.2 If Contractor provides any Services or other Work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The Term of this Contract will be for six years commencing after execution by the Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract (Initial Term).
- 4.2 The County may, at its sole discretion, extend the Term of this Contract for four one-year periods (each an Option Term), subject to, among others, the County's right to terminate earlier for convenience, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Contract providing for early termination of this Contract by the County. The County will be deemed to have exercised a one-year extension option automatically, without further act, unless no later than 30 Days prior to the expiration of the Initial Term or then current Option Term, as the case may be, the County notifies Contractor in writing that it elects not to extend this Contract pursuant to this Paragraph 4.0 (Term of Contract). If the County elects not to exercise its option to extend at the end of the Initial Term or then current Option Term, as this case may be, this Contract will expire.

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

4.3 Notice of Expiration

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

5.0 CONTRACT SUM

5.1 Prices and Fees

5.1.1 Pricing

The pricing for all commissary and vending menu items is specified in Attachments F (Commissary and Vending Product Master List) and F.3 (County's Kits and Assortments) to Exhibit A (Statement of Work). The pricing for all commissary and vending menu items will be firm and fixed for the first three years following the Contract Effective Date. Following the third Contract year these prices are subject to change pursuant to the procedures specified in Paragraphs 4.2 (Mandatory Annual Product Cost Comparison) of Exhibit A (Statement of Work).

5.1.2 County's Percentage of Revenue

The County will be entitled to receive XX% of the Gross Proceeds from Commissary and Vending Services, as set forth in Exhibit C (Price Schedule) to this Contract.

Contractor will be entitled to receive XX% of the Gross Proceeds from Commissary and Vending Services, as set forth in Exhibit C (Price Schedule) to this Contract.

5.1.3 County's Percentage Discount on Cost of Goods

Throughout the entire Term of this Contract, the County will be entitled to receive a XX% discount on all goods listed in Attachments F (Commissary and Vending Product Master List) and F.3 (County's Kits and Assortments), including any new items added, as set forth in Exhibit C (Price Schedule) to this Contract and Paragraph 4.1.6 (New Products) of Exhibit A (Statement of Work) to this Contract.

Contractor is not entitled to payment or reimbursement for any task, deliverable, goods, Services, or other Work, nor for incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except where such payment or reimbursement is specifically authorized in this Contract.

5.2 Written Approval for Reimbursement

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

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

Contractor may not assert any claims against the County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it will immediately notify the County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

5.4 Invoices and Payments

5.4.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature, prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval.

5.4.2 Details

5.4.2.1 Scantron and URL/Tablet Orders

- a. Contractor must submit a monthly invoice detailing Gross Sales for the prior monthly billing period to County Project Manager by the date mutually agreed upon by the County and Contractor. Invoice(s) must indicate the following line items: Gross Sales, County Percentage of Revenue, sales tax and CRV (if applicable). Invoice(s) must also include the following:
 - i. Contract number,
 - ii. Contractor's address and phone number,
 - iii. Invoice date, and
 - iv. Invoice amount.
- b. Additionally, an electronic spreadsheet of all orders sorted by Inmate name and all items delivered in the scantron order, will be sent via e-mail to County Project Manager. As a minimum, the listing must include: Inmate's name, booking number, product ID, product description, unit price, quantity delivered, total sales tax, and total price. Upon the County's request and when necessary, Contractor must provide the written/hard copy of the listing.
- c. Contractor must submit separate monthly invoices, summarizing a list of charges for Hygiene Maintenance Kits, Indigent Kits, Pro-Per Sales, Emergency Kits, County Gift Assortments, and Haircuts to County Project Manager by the date mutually agreed upon by the County and Contractor.

5.4.2.2 Web Orders and Inmate Account Deposits

Contractor must submit a monthly summary of all Web order sales, which must include, but not be limited to, the following information:

- i. Inmate booking number,

- ii. Inmate name,
- iii. Items ordered,
- iv. Sales amount per order, and
- v. Monthly Gross sales.

5.4.2.3 Vending Sales

Attached to the monthly invoice(s) and reports must be a listing, sorted by vending machine location and vending machine number, which must include, but not be limited to, the following information:

- i. Vending machine location,
- ii. Vending machine number,
- iii. All items and quantities sold by vending machine number,
- iv. Total sales tax by vending machine number and location, and
- v. Total sales by vending machine number and location.

5.4.2.4 The County will not pay restocking charges for returned or undeliverable commissary orders.

5.4.2.5 Contractor is responsible for reporting and submitting all applicable sales tax and revenue to the proper state and federal agencies.

5.4.2.6 The County, in its sole discretion, may require that additional information be added/removed and/or attached to the monthly invoices and reports. The County also reserves the right to request additional information from Contractor to substantiate the information and amounts set forth on the monthly invoices and reports.

5.4.3 Payment – Scantron, URL/Tablet, and Vending Sales

5.4.3.1 The County will pay Contractor's invoice(s) within 30 Days from the date of receipt of invoice. The obligation of the County's invoice payment will be limited and contingent upon the reconciliation of Contractor's invoice(s) and the County's records.

5.4.3.2 In the event that an audit(s) shows that Inmate(s) payments transmitted by the County to Contractor exceeds the actual amount due to Contractor, Contractor must return the overcharge within 15 Days from date on notice of such overpayment. Such monies must be deposited back into the Inmate Welfare Fund (IWF). In instances where overpayment is attributable to Contractor negligence, or a similar failing, an assessment of 15% of such overpayment, as determined by County Project Manager, within 30 Days from date on notice

of such overpayment and will similarly be deposited back into the IWF.

5.4.4 Contractor Web Order Payment

- 5.4.4.1 Contractor must forward to the County, in compliance with the requirements of the County Treasurer/Tax Collector, XX% of Gross Sales from all Web order sales, less tax and credits for undeliverable orders.
- 5.4.4.2 Payment must be in a form of a check issued and payable to “Los Angeles County Sheriff’s Department – Inmate Welfare Fund” which must be mailed or otherwise delivered to County Project Director set forth in Exhibit D (County’s Administration) to this Contract.
- 5.4.4.3 Contractor will pay the County the amount due to the County set forth on Contractor’s report by the tenth Day of the month following the month in which Services were provided, unless otherwise specified by County Project Director. This date is the same Day that the monthly report is due to the County pursuant to Paragraph 5.4.2.1(a) above. In the event Contractor does not submit payment on or before the due date specified above, a late payment penalty of ten percent may be assessed.
- 5.4.4.4 In the event that an audit(s) shows that Contractor payments submitted to the County are less than the actual amount due to the County, Contractor must forward the undercharge within 15 Days from date on notice of such underpayment. Such monies will be deposited into the IWF. In instances where underpayment is attributable to Contractor negligence, or a similar failing, an assessment of 15% of such underpayment, as determined by County Project Manager, within 30 Days from the date on notice of such underpayment and will similarly be deposited into the IWF.
- 5.4.4.5 In the event that an audit(s) shows that Contractor payments submitted to the County are more than the actual amount due to the County, the County will reimburse Contractor within 30 Days of notice, using monies from the IWF. In instances where overpayment is attributable to Contractor negligence, or a similar failing, an assessment of 15% of such overpayment, as determined by County Project Manager, within 30 Days from the date on notice of such overpayment and will similarly be deposited into the IWF.

5.4.5 Local Small Business Enterprises – Prompt Payment Program (if applicable)

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

5.5 Intentionally Omitted

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

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

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

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

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

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

6.2 County's Personnel

6.2.1 County Project Director

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

6.2.2 County Project Manager

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

6.3 County Personnel, Other

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Personnel

7.2.1 Contractor Project Director

Contractor Project Director is responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Contract. Contractor's Project Director must meet and confer with County Project Director on a regular basis as required by County and specified in Exhibit A (Statement of Work) to this Contract. Such meetings will be conducted

via teleconference or in person at a time and place agreed to by County Project Director and Contractor's Project Director.

7.2.2 Contractor Project Manager

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

7.2.3 Regular Management Meetings

Contractor Project Director and/or Contractor Project Manager must attend regularly scheduled management meetings, including bi-monthly vendor forum meetings. Contractor must present a monthly overview of commissary and vending sales, trends, and contemporary commissary and vending issues, which may include, but are not limited to: sale spikes, billing, Inmate complaints, machine maintenance, theft, security concerns involving vending machines, and any other problems discovered by the County or Contractor. Contractor Project Director and/or Contractor Project Manager may also be required to attend other meetings with County Project Director, at the request of the County.

7.3 Approval of Contractor's Staff

7.3.1 In fulfillment of its responsibilities under this Contract, Contractor must only utilize, or permit the utilization of, staff who are fully trained and experienced in the Services. Contractor must supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

7.3.2 The County will have the right to approve or disapprove each member or proposed member of Contractor's staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's confidential information, and other County materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor staff. County Project Manager, exercising reasonable discretion may require replacement of any member of Contractor staff performing or offering to perform Work hereunder.

7.3.3 In addition, Contractor must provide to County Project Director an executed Confidentiality and Assignment Agreement (Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) of this Contract), for each member of Contractor's staff performing Work under this Contract on or immediately after the effective date, but in no event later than the date such member of Contractor staff first performs Work under this Contract.

7.3.4 In the event Contractor should ever need to remove any member of Contractor staff from performing Work under this Contract, Contractor must provide the County with notice at least 15 Days in advance, except in circumstances when such notice is not possible. Should the County be dissatisfied with any member of Contractor staff during the Term of the Contract, Contractor must replace such person with another whose qualifications satisfy the County.

7.4 Contractor's Staff Identification

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

7.4.2 Contractor must notify the County within one Business Day when staff is terminated from Work under this Contract.

7.4.3 Contractor is responsible for the immediate retrieval and destruction of County-approved photo identification badges belonging to Contractor's staff terminated from performing Services under this Contract.

7.4.4 If the County requests the removal of Contractor's staff, Contractor must retrieve and immediately destroy Contractor staff's photo identification badge at the time of removal of Work under this Contract, if applicable.

7.5 Background and Security Investigations

7.5.1 All Contractor's staff performing Work under this Contract, must undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under this Contract.

Such background investigation will be administered by the Department. The background investigation will be obtained through fingerprints submitted to the California Department of Justice to include state, local

and federal-level review, which may include, but not be limited to, criminal conviction information and a security clearance.

County Project Director will schedule the background investigation with the Department's Religious and Volunteer Services (RVS) Unit as specified in Paragraph 3.2.2.2 (Background and Security Clearance) of Exhibit A (Statement of Work) to this Contract. All fees associated with obtaining the background information are borne by Contractor regardless of whether Contractor's staff passes or fails the background clearance investigation.

- 7.5.2 The County may immediately, in its sole discretion, deny or terminate all access to both physical facilities and County systems and/or data, to any Contractor's staff, including Subcontractor staff, who do not pass such background investigation(s) to the satisfaction of the County and/or whose background or conduct is incompatible with the County's facility access.
- 7.5.3 Disqualification, if any, of Contractor's staff, including Subcontractors' staff, pursuant to this Paragraph 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality and Security

7.6.1 Confidential Information

Each party will protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County materials, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Contract (hereinafter "Confidential Information"), in accordance with the terms of this Contract and all applicable federal, state or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Contract, the term "Confidential Information" will also include records, materials, data and information deemed confidential by the County or the applicable law under Paragraph 7.7 (Rules and Regulations) of this Contract. Each party will use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor must inform all its officers, employees, agents and Subcontractors providing Work hereunder of the confidentiality provisions of this Contract. Contractor must ensure that all its officers, employees, agents and Subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of the

County than the terms of this Contract, including this Paragraph 7.6.1 and Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement). Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is solely responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

7.6.2 Disclosure of Information

With respect to any of County's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph "information"), Contractor must: i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Contract, ii) promptly transmit to the County all requests for disclosure of any such information, iii) not disclose, except as otherwise specifically permitted by this Contract, any such information to any person or organization other than the County without prior written approval of County Project Director in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer, and iv) at the expiration or termination of this Contract, return all such information to the County or maintain such information according to the written procedures provided or made available to Contractor by the County for this purpose. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor must notify County Project Director 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.

7.6.3 Disclosure Restrictions of Non-Public Information

While performing Work under this Contract, 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 Policy 6.104 – Information Classification Policy as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This disclosure obligation is perpetual for Contractor, its officers, employees, agents and Subcontractors.

7.6.4 Security

7.6.4.1 System Security

Notwithstanding anything to the contrary herein, Contractor must provide all Work utilizing security technologies and

techniques in accordance with the latest industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing as part of the RFP (and incorporated by this reference), this Contract or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor must implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any disabling device into the network. In no event will Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

7.6.4.2 Data Security

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

7.6.5 Protection of Electronic County Information – Data Encryption

Contractor that electronically transmits or stores Personal Information (hereinafter "PI"), Protected Health Information (hereinafter "PHI") and/or Medical Information (hereinafter "MI") must comply with the encryption standards set forth below and incorporated into this Contract and all Amendments thereto (collectively, the "Encryption Standards"),

as required by Board Policy Number 5.200 (hereinafter "Policy"). For purposes of this Paragraph 7.6.5, "PI" is defined in California Civil Code Section 17910.29(g); "PHI" is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and "MI" is defined in California Civil Code Section 56.05(j).

7.6.5.1 Encryption Standards – Stored Data

Contractor's and Subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e., software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2, (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3), (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractor's and Subcontractors' use of remote servers (e.g., cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI will be subject to written pre-approval by the County's Chief Executive Office.

7.6.5.2 Encryption Standards – Transmitted Data

All transmitted (e.g., network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations, and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

7.6.5.3 Definition References

- a. As used in this Policy, the phrase "Personal Information" will have the same meaning as set forth in subdivision (g) of California Civil Code section 17910.29.
- b. As used in this Policy, the phrase "Protected Health Information" will have the same meaning as set forth in the

Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.

- c. As used in this Policy, the phrase “Medical Information” will have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

7.6.5.4 Compliance

By executing this Contract, Contractor (on behalf of itself and any and all County-approved Subcontractors) certifies its compliance with the Policy and the data encryption requirements specified in this Paragraph 7.6.5 (Protection of Electronic County Information – Data Encryption) as of the Effective Date of this Contract, during the Term of this Contract and for as long as Contractor (or any of its Subcontractors) is in possession of County PI, PHI, and/or MI. In addition to the foregoing, Contractor must maintain any validation or attestation reports that it or its County-approved Subcontractors’ data encryption product(s) generate, and such reports will be subject to audit in accordance with this Contract. The County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 7.6.5.4 will constitute a material breach of this Contract, upon which County may terminate or suspend this Contract, deny Contractor access to County IT resources and/or take such other actions as deemed necessary or appropriate by County.

7.6.5.5 No Policy Exceptions

There are no exceptions to this Policy, except those expressly approved by the Board in writing.

7.6.6 Remedies

Contractor acknowledges that a breach by Contractor of this Paragraph 7.6 (Confidentiality and Security) may result in irreparable injury to the County that may not be adequately compensated by monetary damages and that, in addition to the County’s other rights under this Paragraph 7.6 and at law and in equity, the County will have the right to seek injunctive relief to enforce the provisions of this Paragraph 7.6. The provisions of this Paragraph 7.6 will survive the expiration and/or termination of this Contract.

Contractor must take all reasonable actions necessary or advisable to protect the interface module from unauthorized access, disclosure, modification, disruption or destruction by any cause. Contractor will bear

the full risk of unauthorized access, disclosure, modification, disruption or destruction to the interface module and any data by any cause other than causes resulting from force majeure or the County's sole fault.

7.7 Rules and Regulations

During the time when Contractor's employees, Subcontractors or agents are at County facilities, such persons will be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that the County determines that an employee, Subcontractor or agent of Contractor has violated any applicable rule or regulation, the County will notify Contractor, and Contractor must undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor must permanently withdraw its employee, Subcontractor or agent from the provision of Work upon receipt of written notice from the County that: (i) such employee, Subcontractor or agent has violated such rules or regulations; or (ii) such employee's, Subcontractor's or agent's actions, while on County premises, indicate that the employee, Subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, Subcontractor or agent, Contractor must immediately replace the employee, Subcontractor or agent and must continue uninterrupted Work hereunder.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

8.1.1 General

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

8.1.2 Amendments

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

8.1.3 Change Notices

For any change requested by the County which does not materially affect the scope of Work, Term, payments or any term or condition of this Contract, a written notice of such change (hereinafter Change

Notice) will be prepared by the Department and provided by County Project Director to Contractor for acknowledgement or execution, as applicable.

- 8.1.4 Notwithstanding the foregoing, the Sheriff or his authorized designee, is specifically authorized to issue Contract non-renewal notices for the option terms. Furthermore, the Sheriff is specifically authorized to prepare and execute Amendments on behalf of the County to: i) add and/or update terms and conditions as required by the Board or the Chief Executive Office, ii) execute any of the option Terms if it is in the best interest of the County, iii) effectuate Contract modifications that do not materially affect the Term of the Contract, and iv) effect assignment of rights and/or delegation of duties as required under Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) below.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law practicably allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County in its sole discretion and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at the County's sole discretion, against the claims, which Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's prior express written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the 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 entire Term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract may also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the Services set forth in this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

- 8.5.1.1 Within 30 Business Days after the Contract effective date, Contractor must provide the County with Contractor's policy for receiving, investigating and responding to County complaints.
- 8.5.1.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.1.3 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within five Business Days for County approval.
- 8.5.1.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5 Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within two Business Days of receiving the complaint.

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

8.5.1.7 Copies of all written responses will be sent to County Project Manager within five Business Days of mailing to the complainant.

8.6 Compliance with Applicable Law

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

8.6.2 Contractor must indemnify, defend, and hold harmless the 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 the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 (Compliance with Applicable Law) must be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including without limitation, County Counsel, and receive reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.6.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the County's regulations, as well as rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or state or federal regulation or law applicable to the Work and Contractor's County-approved Subcontractors' provision thereof. This includes compliance with mandatory standards and policies relating to energy efficiency in the

State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor is responsible for staying apprised of any and all relevant changes in the law, including but not limited to, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or state or federal regulation or law. Contractor must also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by the County applicable to the Work and Contractor's County-approved Subcontractors' provision thereof for which Contractor is provided actual or constructive notice. The County reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the state and the federal government, as applicable to this Contract.

- 8.6.4 Failure by Contractor to comply with such laws and regulations will be material breach of this Contract and may result in termination or suspension of this Contract.

8.7 Compliance with Civil Rights Laws

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

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

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

8.8.2.2 For purposes of this Paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: i) the lesser number is a recognized industry standard as determined by the County, or ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform Services for the County under this Contract, Subcontractor is also subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such Subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor must have a continuing obligation to review the applicability of its

“exception status” from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate, to the County’s satisfaction, that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor’s violation of this Paragraph may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such Work.
- 8.9.2 Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to County Project Director. Full written disclosure will include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph will be a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.9.3 The terms and procedures of this Paragraph 8.9 will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

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

Should Contractor require additional or replacement personnel after the Effective Date of this Contract to perform the Services set forth herein, Contractor will 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 entire Term of this Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: i) violated a term of a contract with County or a nonprofit corporation created by the County, ii) committed an act or omission which negatively reflects on 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, iii) committed an act or offense which indicates a lack of business integrity or business honesty, or iv) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

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

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

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

8.12.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: i) elimination of

the grounds for which the debarment was imposed, ii) a bona fide change in ownership or management, iii) material evidence in favor of Contractor is discovered after debarment was imposed, or iv) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: i) Contractor has been debarred for a period longer than five years, ii) the debarment has been in effect for at least five years, and iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms and procedures will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G (Safely Surrendered Baby Law) to this Contract, in a prominent position at Contractor's place of business. Contractor must also encourage its Subcontractors, if any, to post this poster in a prominent position in Subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

8.15 County's Quality Assurance Plan

- 8.15.1 The County, or its agent(s), will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing 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 this 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 Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, or its employees or agents. Such repairs will be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.
- 8.16.2 If Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs will be repaid by Contractor by cash payment upon demand or without limitation of all County's other rights

and remedies provided by law or under this Contract, the County may deduct such costs from any amounts due to Contractor from the County under this Contract.

8.17 Employment Eligibility Verification

8.17.1 Contractor and its Subcontractors warrant that they fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor must obtain, from all its and Subcontractors 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. Contractor will retain all documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its elected officials, agents, officers, and employees from any and all liability, including, but not limited to: wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including

but not limited to: the Federal Fair Labor Standards Act, for Work performed by Contractor's employees or Subcontractor personnel for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County. For claims that are subject to exclusive federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one

party will not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all its agents, servants or employees performing Work pursuant to this Contract any and all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is solely liable and responsible for furnishing all Workers' Compensation benefits to all its agents, servants, or employees as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

8.23 Indemnification

Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County, its Agents (County Indemnitees) from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from, connected with or related to any failure by Contractor, its officers, employees, agents or Subcontractors to comply in this Paragraph 8.23 (Indemnification), as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.23 must be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Contractor does not have the right to enter into any settlement, agree to any injunction or make any admission, in any such case, on behalf of the County without the County's prior written approval.

Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract.

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions of 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 Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, must be delivered to the County as stated in Paragraph 8.24.2.5 below and provided prior to commencing Services under this Contract.
- 8.24.2.2 Renewal Certificates must be provided to the County not less than ten Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- 8.24.2.3 Certificates must identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the required insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements must be sent to the County's Contract Compliance Manager identified in Exhibit D (County's Administration) to this Contract.
- 8.24.2.6 Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of

County property, monies or securities entrusted to Contractor. Contractor also must promptly notify the 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 the County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies to satisfy the required insurance provisions.

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is

an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$2 million per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by the County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.25.4.2 Cyber Liability Insurance

Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and \$1 million in the aggregate during the Term of this 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 this Contract. Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance

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

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Sheriff or his authorized designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from 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 Contractor from the County, will be forwarded to Contractor by the Sheriff or his authorized designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Sheriff, or his authorized designee, determines that there are deficiencies in the performance of this Contract that the Sheriff or his authorized designee, deems are correctable by Contractor over a certain time span, the Sheriff or his authorized designee, will provide a written notice, using Attachment A (Contractor Discrepancy Report) to Exhibit A (Statement of Work) to this Contract, to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Sheriff or his designee, may:
- 8.26.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum, and/or
- 8.26.2.2 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 Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Attachment B (Performance Requirements Summary (PRS) Chart) to Exhibit A (Statement of Work) hereunder, and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor, and/or
- 8.26.2.3 Upon giving five Days notice to 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 Contractor from the County, as determined by the County.

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

8.26.4 This Paragraph 8.26 will 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 Attachment B (Performance Requirements Summary (PRS) Chart) or Paragraph 8.26.2 above, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor certifies to the County each of the following:

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

- 8.28.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action must include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to, or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and state laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28.9 The terms and procedures of this Paragraph will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

Contractor will bring to the attention of County Project Manager any dispute between the County and Contractor regarding the performance of Services as stated in this Contract. If County Project Manager is not able to resolve the dispute, the Sheriff or his authorized designee, will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

Contractor must notify its employees, and must 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 will be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract will be in writing and will be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt, (ii) by first class registered or certified mail, postage prepaid, or (iii) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail,

postage prepaid. Notices will be deemed given at the time of signed receipt in the case of hand delivery, three Days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten Days prior written notice thereof to the other party.

- 8.34.2 To the County: Notices must be sent to the attention of County Project Manager at the respective addresses specified in Exhibit D (County's Administration) to this Contract.
- 8.34.3 To Contractor: Notices must be sent to the attention of Contractor's Project Manager at the address specified in Exhibit E (Contractor's Administration) to this Contract, with a copy to Contractor's Project Director.
- 8.34.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 8.34 (Notices) by giving written notice of the change to the other party, subject to the County's right of approval in accordance with Paragraph 7.3 (Approval of Contractor's Staff) above.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

- 8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) below, as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

8.37.1 Contractor will 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 Contractor’s need to identify its Services and related clients to sustain itself, the County will not inhibit Contractor from publishing its role under this Contract within the following conditions:

- a. Contractor will develop all publicity material in a professional manner, and
- b. During the Term of this Contract, Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or any seals of the County or its departments without the prior written consent of County Project Director. The County will not unreasonably withhold consent.

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

8.38 Record Retention and Inspection-Audit Settlement

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

that if any such material is located outside the County, then, at the County's option, Contractor must pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the Term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of 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 will be either: a) repaid by Contractor to County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to 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 Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The County has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor, and more specifically Contractor's staff. The requirements of this Contract cannot be subcontracted by Contractor without the advance written approval of the County. Any attempt by Contractor to Subcontract any performance of this Contract without prior written approval will be null and void and

will be deemed a material breach of this Contract, upon which the County may immediately terminate this Contract.

8.40.2 In the event Contractor seeks to Subcontract any portion of its performance of the Contract by Contractor's staff, Contractor must first provide to the County, in writing, a notice regarding such proposed Subcontract, which must include:

8.40.2.1 The reasons for the Subcontract,

8.40.2.2 Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected,

8.40.2.3 A detailed description of the Work to be provided by the proposed Subcontractor,

8.40.2.4 Confidentiality provisions applicable to the proposed Subcontractor, and if applicable its officers, employees and agents, which would be incorporated into the Subcontract,

8.40.2.5 Required County forms including: (i) Exhibit F1 (Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement), (ii) Exhibit G (Safely Surrendered Baby Law), and (iii) any other standard County required provisions,

8.40.2.6 A representation from Contractor that:

- a. The proposed Subcontractor is qualified to provide the Work for which Subcontractor is being hired,
- b. Either the proposed Subcontractor maintains the insurance required by this Contract or Contractor has procured and maintains such insurance coverage for the proposed Subcontractor,
- c. Either Contractor and/or the proposed Subcontractor will be liable and responsible for all of Subcontractor's taxes, payments, and compensation, including compensation to its employees, related to the performance of Work under this Contract, and
- d. Either Contractor and/or the proposed Subcontractor must indemnify the County under all the same terms and conditions as the indemnification provisions of this Contract.

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

- 8.40.3 The County will review Contractor's request to Subcontract and determine on a case-by-case basis whether to consent to such request, which consent will not be unreasonably withheld.
- 8.40.4 Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County and its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any Subcontractor, including without limitation any officers, employees or agents of any Subcontractor, in the same manner as required for Contractor of its officers, employees and agents under this Contract.
- 8.40.5 Notwithstanding any other provision of this Paragraph 8.40 (Subcontracting), Contractor will remain fully responsible for all performance required under this Contract, including those which Contractor has determined to subcontract, including but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Contract. All subcontracts must be made in the name of Contractor and will not bind nor purport to bind the County. Furthermore, subcontracting of any Work under this Contract will not be construed to limit in any way, Contractor's performance, obligations or responsibilities to the County or limit, in any way, any of the County's rights or remedies contained in this Contract.
- 8.40.6 Subcontracting of any Work performed by Contractor's staff under this Contract will not waive the County's right to prior and continuing approval of any or all such Contractor's staff pursuant to the provisions of Paragraph 7.3 (Approval of Contractor's Staff) of this Contract, including any subcontracted members of Contractor's staff. Contractor must notify its Subcontractors of the County's right to approve or disapprove each member or proposed member of staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's Confidential Information, System Data and other County Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor staff.
- 8.40.7 Notwithstanding subcontracting by Contractor of any Work under this Contract, Contractor will be solely liable and responsible for any and all payments and other compensation to all Subcontractors, and their respective officers, employees, agents, and successors in interest, for any Services performed by Subcontractors under this Contract.

8.40.8 In the event that the County consents to any subcontracting, such consent will apply to each particular Subcontract only and will not be, nor should be construed to be, a waiver of this Paragraph 8.40 (Subcontracting) or a blanket consent to any further subcontracting.

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

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

8.42 Termination for Convenience

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

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

- a. Stop Work under this Contract on the date and to the extent specified in such notice, and
- b. Complete performance of such part of the Work, as well as Work not affected by the notice, using the same quality of Work, as if Contractor had not been terminated by such notice.

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

8.43 Termination for Default

8.43.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract if:

- a. Contractor fails to timely provide and/or satisfactorily perform any Service or other Work required either under this Contract, or

- b. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or
- c. Contractor fails to make progress as to endanger performance of this Contract in accordance with its terms, or
- d. Contractor in performance of Work under this Contract fails to comply with the requirements of this Contract, including but not limited to Exhibit A (Statement of Work), or
- e. Contractor fails to perform or comply with any other provisions of this Contract or materially breaches this Contract; and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such failure or breach within 30 Days (or such longer period as the County may authorize in writing) of receipt of written notice from the County specifying such failure or breach, except that Contractor must be entitled to any cure period, and the County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

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

8.43.3 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) are not exclusive and are in addition to any other rights and remedies provided by law and/or under this Contract.

8.44 Termination for Improper Consideration

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

8.44.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report should 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.

- 8.44.3 Improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts or other such items and means.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract immediately and without delay if any of the following occur:
- a. Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code,
 - b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code,
 - c. The appointment of a Receiver or Trustee for Contractor, or
 - d. The execution by Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 8.45.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Contract, the County may elect to retain its rights under this Contract, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of the County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee must allow the County to exercise all of its rights and benefits under this Contract including, without limitation, such Section 365(n). The foregoing will survive the termination or expiration of this Contract for any reason whatsoever.

8.46 Termination by County

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

- a. Contractor and the County will continue the performance of this Contract to the extent not terminated,

- b. Contractor must stop Work under this Contract on the date and to the extent specified in such notice and provide to the County all completed Work and Work in progress, in a medium reasonably requested by the County,
- c. Contractor must: (i) promptly return to the County any and all County Confidential Information, County materials and any other County data relating to that portion of this Contract and Work terminated by the County, and (ii) destroy all such Confidential Information, County materials and other County data as required in and in accordance with the provisions of Attachment H (Information Security and Privacy Requirements) to this Contract.
- d. The County will pay Contractor all monies due, upon receiving Contractor's invoice(s), in accordance with the terms of this Contract for the Work completed up to the time of termination,
- e. Contractor must return to the County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Service fees calculated depending on the date of termination, if applicable,
- f. Upon termination by the County for default pursuant to Paragraph 8.43 (Termination for Default) above or for insolvency pursuant to Paragraph 8.45 (Termination for Insolvency) above, the County will have the right to procure, upon such terms and in such a manner as the County may deem appropriate, goods, Services and other Work, similar to those so terminated, and Contractor must be liable to the County for, and must promptly pay to the County by cash payment, any and all excess costs incurred by the County, as determined by the County, to procure and furnish such similar goods, Services and other Work.

8.47 Termination Transition Services

Contractor agrees that in the event of any termination of the Contract, including expiration, breach thereof by either party, or for any other reason, Contractor must fully cooperate with the County in the transition of Services by the County to a successor Contractor prior to the termination date, which date shall be solely determined by the County. The transition period shall be of sufficient length to ensure the Department or a successor Contractor, as applicable, can perform uninterrupted delivery of Services. During the transition, Contractor must work with the successor Contractor to ensure the continuation of uninterrupted Service delivery. Contractor must provide transition services at its own expense.

8.48 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm (as defined in [County Code Section 2.160.010](#)) retained by Contractor, must fully comply with this County Lobbyist Ordinance. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract,

upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.49 Termination for Non-Appropriation of Funds

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

8.50 Validity and Severability

8.50.1 Validity

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

8.50.2 Severability

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

8.51 Waiver

No breach of any provision hereof can be waived unless in writing. No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.51 (Waiver) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.52 Warranty Against Contingent Fees

8.52.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract

or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

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

8.53 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.53 (Warranty of Compliance with County’s Defaulted Property Tax Reduction Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within ten Days of notice will be grounds upon which the County may terminate this Contract and/or pursue debarment of Contractor, pursuant to [County Code Chapter 2.206](#).

8.55 Time Off for Voting

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

8.56 Compliance with County’s Zero Tolerance Policy on Human Trafficking

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

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

Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.56 will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

8.57 Risk of Loss

Contractor bears the full risk of loss due to total or partial destruction of any software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by the County as evidenced by the County's signature on delivery documents.

8.58 Compliance with Fair Chance Employment Hiring Practices

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

8.59 Compliance with the County Policy of Equity

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/>). 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. Contractor, its employees, and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of 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 Contractor to termination of this Contract and other contractual agreements, as well as civil liability.

8.60 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 assisted in developing or preparing any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any

resultant County contract. This provision will survive the expiration or termination of this Contract.

8.61 Injury and Illness Prevention Program

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

8.62 Intentionally Omitted

8.63 Individual Requests

Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from County within seven Days. If an individual makes a request directly to Contractor involving County information, Contractor must notify the County within five Days and County will coordinate an appropriate response, which may include instructing Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding County Information, Contractor must notify the County as described in Paragraph 7.6.4 (Security) above, and the County will coordinate an appropriate response.

8.64 Retention of County Information

Contractor must not retain any County information for any period longer than necessary for Contractor to fulfill its obligations under this Contract and applicable law.

8.65 Audit and Inspection, Information Security and Privacy Requirements

8.65.1 Self Audits

Contractor must periodically conduct audits, assessments, testing of its system of controls, and testing of information security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits must 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.

Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. Contractor must 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 Contractor that contains any County information, Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in Contractor's information systems, products, and services, and the corresponding steps taken by Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Paragraph 8.65 must be provided at no charge to the County.

8.65.2 County Requested Audits

At the County's expense, it, or an independent third-party auditor it commissions, will have the right to audit Contractor's infrastructure, security and privacy practices, data center, Services and/or systems storing or processing the County Information via an onsite inspection at least once a year. Upon the County's request Contractor must complete a questionnaire regarding Contractor's information security and/or privacy program. The County will pay for the County requested audit unless the auditor finds that Contractor has materially breached this Contract, in which case Contractor must bear all costs of the audit; and if the audit reveals material non-compliance in this Paragraph 8.65 (Audit and Inspection, Information Security and Privacy Requirements), the County may exercise its termination rights provided by this Contract.

A County requested audit will be conducted during Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect 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. Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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

response to such audits. Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including without limitation County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction, other equitable relief, or make any admission, in any case, on behalf of the County without the County's prior express written approval.

8.66 Assignment By County

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

8.67 Unlawful Solicitation

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

8.68 Arms Length Negotiations

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

8.69 Access to County Facilities

Contractor, its employees, and agents, may be granted access to County facilities, subject to Contractor's prior notification to County Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities may be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County-observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Manager, which approval will not be unreasonably withheld. Contractor must have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel will be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Manager.

8.70 Physical Alterations

Contractor must not in any way physically alter or improve any County facility without the prior written approval of the County Project Director and the Director of County's Internal Services Department, in their discretion.

8.71 Staff Performance While Under The Influence

Contractor must use reasonable efforts to ensure that no employee of Contractor performs Services under this Contract while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employees physical or mental performance.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Data Destruction

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

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

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten Business Days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

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

9.6 Local Small Business Enterprise (LSBE) Preference Program

- 9.6.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).
- 9.6.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.6.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.6.4 If 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, Contractor must:
- a. Pay to the County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded,
 - b. In addition to the amount described in Paragraph 9.6.4.1 above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
 - c. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.7 Social Enterprise (SE) Preference Program

- 9.7.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.7.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently

obtaining or retaining or attempting to obtain or retain certification as a SE.

9.7.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.7.4 If Contractor has obtained the 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 must:

- a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded,
- b. In addition to the amount described in Paragraph 9.7.4.1 above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
- c. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, because of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.8.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

9.8.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.8.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor must:
- a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded,
 - b. In addition to the amount described in Paragraph 9.8.4.1 above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
 - c. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

10.0 Survival

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

- Paragraph 1.0 (Applicable Documents)
- Paragraph 2.0 (Definitions)
- Paragraph 3.0 (Work)
- Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)
- Paragraph 7.6 (Confidentiality and Security)
- Paragraph 8.1 (Amendments and Change Notices)
- Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)
- Paragraph 8.19 (Fair Labor Standards)
- Paragraph 8.20 (Force Majeure)

- Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)
- Paragraph 8.23 (Indemnification)
- Paragraph 8.24 (General Provisions for all Insurance Coverage)
- Paragraph 8.25 (Insurance Coverage)
- Paragraph 8.26 (Liquidated Damages)
- Paragraph 8.34 (Notices)
- Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)
- Paragraph 8.42 (Termination for Convenience)
- Paragraph 8.43 (Termination for Default)
- Paragraph 8.50 (Validity and Severability)
- Paragraph 8.51 (Wavier)
- Paragraph 8.60 (Prohibition from Participation in Future Solicitation(s))
- Paragraph 10.0 (Survival)

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

COUNTY OF LOS ANGELES

By:

Chair, Board of Supervisors

CONTRACTOR

By:

Its Authorized Representative

Printed:

Title:

Date:

ATTEST:

Jeff Levinson, Interim Executive Officer
of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____

Michele Jackson
Principal Deputy County Counsel