



DEAN C. LOGAN
Registrar-Recorder/County Clerk



Los Angeles County Registrar-Recorder/County Clerk

October 03, 2017

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 October 3, 2017

LORI GLASGOW
EXECUTIVE OFFICER

REQUEST APPROVAL OF CONTRACT NUMBER 17-001 WITH LEXISNEXIS VITALCHEK NETWORK, INC. FOR RECORDS PAYMENT AND PROCESSING SYSTEM (ALL DISTRICTS) (3 VOTES)

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

SUBJECT

The Registrar-Recorder/County Clerk (RR/CC) requests approval of a new contract (Contract #17-001) with LexisNexis VitalChek Network, Inc. (VitalChek) for a system to accept payment by debit or credit card for purchase of recorded documents.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Department Head, or designee, to execute a contract (Attachment II) for a records payment and processing system, effective for a period of three (3) years with four (4) optional one-year extensions and six (6) optional month-to-month extensions for a maximum term of seven (7) years and six (6) months.
2. Delegate authority to the Department Head, or designee, to negotiate and execute amendments provided that County Counsel approval is obtained.
3. Delegate authority to the Department Head, or designee, to terminate the contract as necessary provided that County Counsel approval is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended contract will continue enhanced customer services at public service counters at RR/CC headquarters and all district offices for customers to purchase copies of recorded documents over the internet, in person, via fax, or phone, using a credit/debit card. Additionally, customers will retain the flexibility of requesting expedited mail services.

Under the contract, VitalChek provides all equipment, supplies, material (except paper), communication lines, internet connection, etc. needed to perform the services which are fully funded by transaction fees charged by VitalChek to RR/CC customers per each transaction.

In August 1989, RR/CC received approval by the Board to implement a pilot project for use of a call-in credit card service to obtain vital record copies. Additionally, RR/CC has accepted credit/debit card payments in-person since the current contract was approved by the Board on April 10, 2009. Without this contract providing record payment and processing services, RR/CC would revert back to accepting only cash, check, or money order as payment for copies of recorded documents. Customers would also lose the availability of expedited mail services.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Strategy III.2 – Embrace Digital Government for the Benefit of our Internal Customers and Communities. Implement technological business solutions to enable County departments to meet their core mission, transform how we share information, and protect the privacy rights of individuals while continuing to provide the public with beneficial and responsive services with easy access, convenience, and additional options to purchase copies of recorded documents. Ensure service delivery systems are efficient, effective, and goal-oriented. The services also benefit the County by providing ensured payments and quicker deposits of County fees.

FISCAL IMPACT/FINANCING

There is no cost to the County. Customers choosing to use credit/debit card payment options are charged a transaction fee of \$9.00 for orders submitted over the internet and \$1.75 for orders submitted via fax, phone, or in-person. VitalChek may additionally charge expedited shipping fees to any customer requesting an expedited shipping option. VitalChek is solely responsible for collection of all transaction fees, expedited shipping fees, as well as all fees due to the County in respect of the recorded documents (collectively, "recorded document fees").

VitalChek assumes all risks of non-collection, chargebacks, and any other card adjustments. VitalChek forwards all recorded document fees to the RR/CC via Automated Clearing House transfer, on the next business day following the day on which VitalChek is permitted to charge the customer's credit/debit card in association with applicable credit/debit card rules (irrespective of whether VitalChek actually collects those recorded document fees) and retains the transaction and expedited shipping fees. The transaction and expedited shipping fees are the sole amounts payable to VitalChek for performance of the services.

Under the terms of the recommended contract, VitalChek cannot increase the transaction fees charged to customers without approval from the RR/CC. VitalChek is permitted to request increase to transaction fees as follows: (1) the transaction fees associated with orders submitted over the internet and in person are capped at \$9.00/order and \$1.75/order, respectively, during the initial term

of the recommended contract; (2) VitalChek may request an increase to the transaction fee associated with orders submitted via phone or facsimile on a semi-annual basis during the initial term of the recommended contract, in the event that the average dollar amount per order increases significantly from \$13.00/order, which is the average dollar amount per order the RR/CC specified in the RFP Pricing Sheet exhibit; (3) VitalChek may request an increase to each transaction fee on a semi-annual basis following the initial term. In its written request to increase any transaction fee, VitalChek must include supporting documentation to justify such transaction fee increase. In addition, for each transaction fee, the cumulative increase which may be granted under the contract without approval by the Board shall not exceed \$2.00.

In addition to the foregoing, on a semi-annual basis during the term of the recommended contract, VitalChek is required to provide detailed documentation supporting the then-current transaction fees for RR/CC's review. If at any time, the RR/CC reasonably determines that a then-current transaction fee is not supported by the applicable detailed documentation, VitalChek would be required to reduce such transaction fee accordingly.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

VitalChek represents and warrants that it is certified by, and in compliance with, the Visa U.S.A. Cardholder Information Security Program, the Payment Card Industry Data Security Standard, and with Visa Payment Card Industry PIN Security Requirements. VitalChek has also agreed to comply with all applicable County information technology policies included in Chapter 6 of County's Policy Manual and County's information technology standards published by the County's Chief Information Security Officer.

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

The contract contains all required County contracting terms and conditions with the exception of the provision requiring the contractor to notify the County when 75% of the maximum contract sum has been expended as there is no cost to the County under this contract.

CONTRACTING PROCESS

The RR/CC Contracts Section released the RFP for a Records Payment and Processing System through the County's Open Bids and Solicitations website on November 28, 2016 to three hundred and forty-six (346) individuals and/or companies registered under the Financial Services/Credit Card, Charge Card Services codes as well as thirty-three (33) viable vendors/service providers located on the Internet as providing like services. Advertisements were published on November 28, 2016 and December 4, 2016 with the following newspapers that cover all five Board Districts: Los Angeles Times, Los Angeles Daily News, and Whittier Daily News. The RFP was also placed on social media via the Department's Facebook and Twitter accounts.

The mandatory Proposers' Conference was held on January 12, 2017, with three (3) prospective companies in attendance: Commercial Bank, US Bank, and VitalChek Network, Inc.

Operations staff summarized the project's scope of work. Contracts staff reviewed RFP

requirements, selection criteria, important sample contract terms and conditions, and completed a question and answer session. Proposals were due by 12:00 P.M. PT on February 8, 2017. The only proposal was submitted by VitalChek Network, Inc.

The Evaluation Committee members reviewed the proposal independently and were responsible for rating the proposer's qualifications, approach to providing the required services, quality control plan, and green initiatives. Each proposal score was the direct result of the rating points awarded by each Evaluation Committee member.

The Contracts Section conducted reference checks as well as reviewed and calculated the cost evaluation score, the performance history analysis, and the Proposer's acceptance/exception to the terms and conditions of the RFP.

In continued accordance with the County's Informed Averaging Proposal Evaluation Policy, the Contracts staff met with the Evaluation Committee members to discuss their scores and comments. After discussion, a few scores were adjusted based on proposal documentation. Contracts staff provided guidance without influencing members and ensured changes were properly documented on the evaluation forms by the evaluator (if applicable).

The RR/CC sent a letter to VitalChek on April 7, 2017 outlining the recommendation for contract award to the Board. The RR/CC subsequently received a Letter of Intent from VitalChek on April 10, 2017 to provide services pending Board approval.

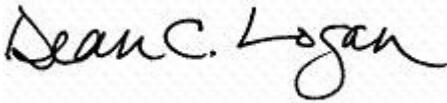
The CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended contract as to form. CEO has reviewed and approved this Board letter. The Chief Information Office (CIO) recommends approval of this request and a formal CIO Analysis is attached (Attachment I). County Counsel has reviewed this Board letter and has approved the attached contract as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended contract will allow the RR/CC to continue to provide RR/CC customers with payment options and the flexibility to request expedited mail services when ordering copies of vital records and real property records over the internet, fax, or phone.

Approval of the recommended contract will also enhance customer services at the public counter by allowing customers the option to pay for their copies of vital records or real property records by using a debit card.

Respectfully submitted,



DEAN C. LOGAN
Registrar-Recorder/County Clerk

Reviewed by:



PETER LOO
Acting Chief Information Officer

DCL:RF:FP:VW:jw

Enclosures

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



PETER LOO
ACTING CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

| | |
|----------------------------|--------------------|
| NUMBER: CA 17-14 | DATE: 8/16/2017 |
|----------------------------|--------------------|

SUBJECT:
CONTRACT BETWEEN THE COUNTY OF LOS ANGELES (REGISTRAR-RECORDER/COUNTY CLERK) AND LEXISNEXIS VITALCHEK NETWORK, INC., FOR A RECORDS PAYMENT AND PROCESSING SYSTEM

RECOMMENDATION:
 Approve Approve with Modification Disapprove

CONTRACT TYPE:
 New Contract Sole Source
 Amendment to Contract #: Enter contract #. Other: Describe contract type.

CONTRACT COMPONENTS:
 Software Hardware
 Telecommunications Professional Services

SUMMARY:
Department Executive Sponsor: Dean C. Logan, Registrar-Recorder/County Clerk
Description: The Registrar-Recorder/County Clerk (RR/CC) is requesting authorization to: 1) Execute a contract with LexisNexis VitalChek Network, Inc. (VitalChek) for a records payment and processing system, effective for a period of three years, with four optional one-year extensions, and six optional month-to-month extensions for a maximum term of seven years and six-months; 2) have delegated authority to negotiate and execute amendments provided that County Counsel approval is obtained; and 3) have delegated authority to terminate the contract as necessary, provided that County Counsel approval is obtained.
Contract Amount: \$0 Funding Source: Customer transaction fees
 Legislative or Regulatory Mandate Subvened/Grant Funded: Enter %

Strategic and Business Analysis

PROJECT GOALS AND OBJECTIVES:
The proposed contract will enable RR/CC to execute a new agreement with VitalChek to continue accepting payment by debit or credit card for the purchase of recorded documents. The Department has outlined the business justification for this contract, and the project objectives are clearly described and reasonable. The proposed contract provides similar services to the current contract with VitalChek, which will expire on October 9, 2017.

BUSINESS DRIVERS:

The primary business driver is to allow the Department to continue providing customers the ability to purchase copies of recorded documents over the internet, in person, via fax or over the phone using credit/debit cards. Also, customers will have the option of requesting expedited mail services, for a fee. Without this service, RR/CC would revert back to accepting only cash, check, or money orders as payment for copies of recorded documents. Customers would also lose the availability of expedited mail services.

PROJECT ORGANIZATION:

The project sponsor is identified as the Department Head, and the project governance and vendor relationship management responsibilities are assigned to the Public Records Division Manager.

PERFORMANCE METRICS:

As with the original contract with VitalChek, RR/CC has included a Performance Requirements Summary Chart, which outlines the metrics to be used to determine the success of the service.

STRATEGIC AND BUSINESS ALIGNMENT:

Continuation of the records payment and processing service is well aligned with the Department's business objectives and the CIO strategic directions. It is also well aligned with the County's 2016-2021 Strategic Plan (Strategy III.2 – Embrace Digital Government for the Benefit of Our Internal Customers and Communities. Implement technological business solutions to enable County departments to meet their core mission, transform how we share information, and protect the privacy rights of individuals). It is particularly well aligned with Sub-Strategy III 2.3 – Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency.

PROJECT APPROACH:

This is a continuation of a vendor-provided service, so there are no COTS vs. custom development, or phased vs. big bang implementation decisions to be addressed. However, back in August 1989, RR/CC received approval from the Board to implement a pilot project with Vital Record Permit Check (now VitalChek) for use of call-in credit card service to obtain copies of vital records. The service has been in place since that time. In the interim (March 2008), the RR/CC issued an RFP for a records processing and payment system, and VitalChek was awarded the contract. In February 2009, the CIO's office developed a formal CIO Analysis in support of the contract.

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| | <p>ALTERNATIVES ANALYZED:</p> <p>RR/CC issued an RFP through the County's Open Bids and Solicitations website for this service on November 28, 2016 to 346 individuals and/or companies registered under the Financial Services/Credit Card, Charge Card Services codes and 33 other viable vendors/service providers. Three prospective bidders attended the Proposers' Conference, but only one (VitalChek) submitted a proposal. The County's processing vendor (Fidelity Information Services) was considered prior to releasing the solicitation, but the front-end which handles payment information and verification was found not to be as robust as other prospective companies.</p> |
| Technical Analysis | <p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The technology used to deliver the payment and processing services is established and proven. In cases where the customer pays for the recorded documents with a credit/debit card over the internet, VitalChek will supply RR/CC with the request via an XML file over Secured File Transfer Protocol (SFTP). RR/CC staff then fills the request and sends the requested documents to the customer. In cases where the customer pays for the recorded documents with a credit/debit card in person, the request is made from the counter to the JEDI system using a web service over Secured Socket Layer (SSL). The JEDI system is, among other things, RR/CC's repository for Vital Records. In neither case does VitalChek have direct access to RR/CC's records database.</p> |
| Financial Analysis | <p>BUDGET:</p> <p>There is no cost to the County under this Contract. Customers using the debit/credit card payment option are charged a transaction fee of \$9.00 for orders submitted over the internet, and \$1.75 for orders submitted via fax, phone or in person. VitalChek is solely responsible for collection of all transaction fees, expedited shipping fees, and all fees due to the County for the recorded documents. VitalChek assumes all risks of non-collection, chargebacks, and any other card adjustments. VitalChek then forwards all recorded document fees to the RR/CC via an Automated Clearing House transfer on the next business day following the day on which VitalChek is permitted to charge the customer. Under the terms of the recommended contract, VitalChek cannot increase the transaction fees charged to customers without approval from RR/CC. In its written request to increase any transaction fee, VitalChek must include supporting documentation to justify the increase.</p> |

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| <p>Risk Analysis</p> | <p>RISK MITIGATION:</p> <p>Because of the existing technologies and business processes that are already in place, project risks have been minimized to the degree possible. VitalChek represents and warrants that it is certified by, and in compliance with, the Visa U.S.A. Cardholder Information Security Program, the Payment Card Industry Data Security Standard, and with the Visa Payment Card Industry PIN Security Requirements. As part of the business process, VitalChek does not have direct access to the official records or the RR/CC records database.</p> <p>As with any Contract that includes outsourcing of services, vendor performance is a risk. However, RR/CC has mitigated this risk by including in the contract a Performance Requirements Summary Chart, which outlines the metrics to be used to determine the success of the service. Additionally, the Public Records Division Manager has validated that VitalChek’s performance has been professional and responsive since the original Contract was executed. Also, the Department completed a performance history analysis of VitalChek during the proposal evaluation phase.</p> <p>The Acting Chief Information Officer has reviewed the Contract and did not identify any IT security or privacy related issues.</p> |
| <p>CIO Approval</p> | <p>PREPARED BY:</p> <p><u>Henry Balta by GAM</u> <u>8/24/2017</u> Henry Balta, Sr. Associate CIO Date</p> <hr/> <p>APPROVED:</p> <p><u>Peter Loo by GAM</u> <u>8/24/2017</u> Peter Loo, Acting Chief Information Officer Date</p> |

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>



CONTRACT #17-001

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LEXISNEXIS VITALCHEK NETWORK, INC.

FOR

RECORDS PAYMENT AND PROCESSING SYSTEM

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CONTRACT EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
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- D CONTRACTOR'S EEO CERTIFICATION
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- F COUNTY'S ADMINISTRATION
- G CONTRACTOR'S ADMINISTRATION
- H CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT
- I JURY SERVICE ORDINANCE
- J SAFELY SURRENDERED BABY LAW
- K INFORMATION SECURITY AND PRIVACY REQUIREMENTS
- L DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT
- M NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT (IRS NOTICE 1015)
- N CUSTOM PROGRAMMING MODIFICATION REQUEST FORM
- O TASK/DELIVERABLE ACCEPTANCE FORM
- P INVOICE DEFICIENCY REPORT
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- R PERFORMANCE REQUIREMENTS SUMMARY CHART

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LEXISNEXIS VITALCHEK NETWORK, INC.
FOR
RECORDS PAYMENT PROCESSING SYSTEM**

This Contract ("Contract") is made and entered into this _____ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County and LexisNexis VitalChek Network, Inc., hereinafter referred to as "Contractor", a wholly owned subsidiary of Reed Elsevier Group PLC. LexisNexis VitalChek Network, Inc. is located at 6 Cadillac Drive, Suite 400, Brentwood, Tennessee, 37027.

RECITALS

WHEREAS, the County's Department of Registrar-Recorder/County Clerk ("Department" or "RR/CC") requires a system and related services to allow for purchases of certain records and payment of certain filing fees using (a) credit cards over the Internet, over the telephone and via mail and facsimile and (b) debit cards in person, in order to carry out its mission efficiently and effectively;

WHEREAS, Contractor is in the business of providing such system and services; and

WHEREAS, the County may contract with private businesses for goods and services when certain requirements are met.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q, and R are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 Exhibit A - Statement of Work

- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Registrar-Recorder/County Clerk Fees
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - Contractor's Proposal (*incorporated by reference*)
- 1.6 Exhibit F - County's Administration
- 1.7 Exhibit G - Contractor's Administration
- 1.8 Exhibit H - Contractor Acknowledgement and Confidentiality Contract
- 1.9 Exhibit I - Jury Service Ordinance
- 1.10 Exhibit J - Safely Surrendered Baby Law
- 1.11 Exhibit K - Information Security and Privacy Requirements
- 1.12 Exhibit L - Determination of Contractor Non-Responsibility and Contractor Debarment
- 1.13 Exhibit M - Notice of Employees Regarding the Federal Earned Income Credit (IRS Notice 1015)
- 1.14 Exhibit N - Custom Programming Modification Request Form
- 1.15 Exhibit O - Task/Deliverable Acceptance Form
- 1.16 Exhibit P - Invoice Deficiency Report
- 1.16 Exhibit Q - Contract Deficiency Report

1.16 Exhibit R - Performance Requirements Summary (PRS) Chart

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts,

written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 "ACH" as used herein is the acronym for Automated Clearing House.
- 2.2 "Acceptance" as used herein shall mean County's written approval of any Tasks, Deliverables, goods, Services or other Work provided by or on behalf of Contractor to County, as indicated by County's Project Director's execution of the applicable Certificate of Completion, except that the phrase "Acceptance of the System" additionally includes the items set forth Section 12.0 (System Tests and Acceptance by County).
- 2.3 "Acceptance Tests" or "Acceptance Testing" as used herein shall have the same meaning as set forth in Section 12.2 (Acceptance Tests).
- 2.4 "Adhoc Reports" as used herein shall mean on demand requests for various System reports, including reports described in the Specifications.
- 2.5 "Advanced Encryption Standard" or "AES" as used herein shall mean the new Federal cryptographic algorithm (mathematical formula) standard (as described in FIPS 197) for use by U.S. government organizations to protect sensitive, unclassified information.
- 2.6 "Amendment" as used herein shall mean a written change to this Contract entered into in accordance with Section 8.1 (Amendments).

- 2.7 "American Express Data Security Operating Policy" as used herein shall mean American Express requirements which apply to all equipment, systems, and networks on which encryption keys, cardholder data, or sensitive authentication data (or both) are stored, processed, or transmitted.
- 2.8 "Association" as used herein shall mean any entity formed to administer and promote the use of Cards, including Visa U.S.A. Inc. and MasterCard International, Incorporated.
- 2.9 "Association Rules" as used herein shall mean the bylaws, rules and regulations of each Association, as they exist from time to time.
- 2.10 "Authorization" as used herein shall mean, with respect to each Transaction, the approval by or on behalf of the Card Issuer of a Cardholder's use of a Card to pay for all fees applicable to such Transaction, including the Transaction Fee, all RR/CC Fees and all shipping charges permitted under Section 5.8.
- 2.11 "Authorization Server" as used herein the Authorization server meeting the Specifications described in Component III to the SOW.
- 2.12 "Board" or "BOS" as used herein shall mean County's Board of Supervisors.
- 2.13 "Budget" as used herein shall mean the County's fiscal year spending authority as approved by the Board.
- 2.14 "Business Day" or "Business Days", whether or not capitalized, as used herein shall mean 7:00 a.m. to 6:00 p.m. PT, Monday through Friday, excluding County holidays.
- 2.15 "CISO" as used herein is the acronym of County's Chief Information Security Officer.
- 2.16 "CISP" as used herein is the acronym for the Visa U.S.A. Cardholder Information Security Program.
- 2.17 "Card" as used herein shall mean the plastic card or other evidence of credit or debit account, as applicable, and corresponding account number, issued by a Card Issuer to a Cardholder, and accepted by Contractor under this Contract for payment of the RR/CC Fees. For purposes of this Contract, credit accounts are at a minimum limited to Visa, MasterCard, and Discover and if applicable include American Express.
- 2.18 "Cardholder" as used herein shall mean the person or entity issued a Card and a corresponding account number by a Card Issuer and

which person or entity is entitled to use the Card. For purposes of this Contract, Cardholders are limited to those Cardholders from time to time using the System (or, in the case of In-Person Transactions and Card Not Present Transactions, those Cardholders for which the Department from time to time uses the System) to pay RR/CC Fees.

- 2.19 "Card Issuer" as used herein shall mean any financial institution which is a member bank of the Association or its agents, Discover and if applicable American Express. For purposes of this Contract, Card Issuers are limited to those issuing Cards.
- 2.20 "Certificate of Completion" as used herein shall mean each certificate which, when executed by County's Project Director, indicates County's Acceptance of the Work identified in such certificate.
- 2.21 "Component" as used herein shall mean Component I, II, or III, together with all appendices, attachments and schedules thereto, attached to the Statement of Work, which describes all of the Work to be provided by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Component. "Components" refers to more than one Component.
- 2.22 "Confidential Information" as used herein shall have the same meaning as set forth in Section 7.5 (Security and Confidentiality).
- 2.23 "Contract" as used herein is an agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A to the Contract.
- 2.24 "Contractor" as used herein shall have the same meaning as set forth in the Recitals.
- 2.25 "Contractor Product" as used herein shall have the same meaning as set forth in Section 10.6.
- 2.26 "Contractor's Project Director" as used herein shall have the same meaning as set forth in Section 6.1 (Contractor's Project Director).
- 2.27 "Contractor's Project Manager" as used herein shall have the same meaning as set forth in Section 6.2 (Contractor's Project Management).
- 2.28 "Contractor's Proposal" as used herein shall mean the Proposal for the Records Payment Processing System, dated as of [insert date of

proposal], together with all exhibits, appendices, attachments and schedules thereto, submitted by Contractor in response to County's RFP. The recommended Contractor's Proposal approved by the BOS is incorporated into this Contract by reference as Exhibit E (Contractor's Proposal).

- 2.29 "County" as used herein shall have the same meaning as set forth in the Recitals.
- 2.30 County Data: All of the County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract.
- 2.31 "County Indemnitees" as used herein shall have the same meaning as set forth in Section 8.24 (Intellectual Property Indemnification).
- 2.32 "County Product" as used herein, shall have the same meaning as set forth in Section 9.15.1.
- 2.33 "County's Contract Project Monitor" as used herein shall have the same meaning as set forth in Section 6.3 (County's Contract Project Monitor).
- 2.34 "County's Project Director" as used herein shall have the same meaning as set forth in Section 6.1 (County's Project Director).
- 2.35 "County's Project Manager" as used herein shall have the same meaning as set forth in Section 6.2 (County's Project Manager).
- 2.36 "County's RFP" as used herein shall mean the Request for Proposals for the Records Payment Processing System issued by the County as of November 28, 2016, together with all exhibits, Components, appendices, attachments and/or schedules thereto.
- 2.37 "Custom Programming Modification Request" as used herein shall have the same meaning as set forth in Section 9.10 (Maintenance and Support Services).
- 2.38 "Custom Programming Modifications" as used herein shall have the same meaning as set forth in Section 9.10 (Maintenance and Support Services).
- 2.39 "Data" as used herein shall mean all of the County Confidential Information, data, records, and information of the County to which Contractor has access, or otherwise provided to Contractor under this Contract.

- 2.40 "Data Security Guidelines" as used herein shall mean (a) all applicable security standards and guidelines that may be published from time to time by the Association, any Card Issuer, any Card processor or any PIN-Based Debit Network, including the CISP and PCI Data Security Standard and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) standards from time to time published by the CISO and provided by County's Project Management to Contractor.
- 2.41 "Day" or "Days" whether capitalized or not, shall mean calendar day(s), not business days, unless otherwise specified.
- 2.42 "Debarment" as used herein shall mean the process that precludes an existing contractor and/or proposer from: submitting a response to a County solicitation, being awarded a contract, and/or performing work on a County contract for a period of up to three (3) years.
- 2.43 "Deficiency(ies)" as used herein shall mean, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the applicable Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in System or any part thereof, not performing in accordance with the applicable Specifications or other provisions of this Contract, including the SOW, as determined by County's Project Director.
- 2.44 "Deliverable" as used herein shall mean, with respect to each Component, the completed Tasks and/or other Work under this Contract for the type of Transaction described in such Component, including those numbered Deliverables identified in each such Component.
- 2.45 "Department" or "RR/CC" as used herein shall have the same meaning as set forth in the Recitals.
- 2.46 "Discover Network Information and Security Compliance" or "DISC" as used herein shall mean the implementation and maintenance of efficient data security requirements and procedures for its constituents and promote the adoption of secure transaction processing of cardholder data on the Discover network.
- 2.47 "Dispute Resolution Procedures" as used herein shall have the same meaning as set forth in Section 8.34 (Dispute Resolution Procedure).

- 2.48 "Documentation" as used herein shall mean, with respect to each Component, any and all written materials, including user manuals, operating manuals, quick reference guides, training materials, and all other user instructions regarding the capabilities, operations, installation for and support of the System for such Component, including this Contract.
- 2.49 "Effective Date" as used herein shall mean the date identified in the Preamble to this Contract, which is the date as of which this Contract has been executed by an authorized representative of the Contractor and has been approved by the Board.
- 2.50 "EMV" as used herein shall mean Europay, MasterCard, and Visa. the three companies that originally created the technical standard for smart payment cards, payment terminals, and automated teller machines that accept them. The standard is now managed by EMVCo (consortium made up of Visa, Mastercard, JCB, American Express, China UnionPay, and Discover).
- 2.51 "End User" as used herein shall mean technical and operational staff of the Department.
- 2.52 "Extension Month" as used herein shall have the meaning set forth in Section 4.0.
- 2.53 "Extension Year" as used herein shall have the meaning as set forth in Section 4.0.
- 2.54 "Federal" as used herein shall mean the United States federal government.
- 2.55 "Federal Funds Rate" as used herein shall mean the rate at which private depository institutions lend balances at the Federal Reserve to other depository institutions. The applicable Federal Funds Rate will be obtained from County's Treasurer and Tax Collector.
- 2.56 "Federal Information Processing Standards" or "FIPS" as used herein shall mean publicly issued standards and guidelines published by the National Institute of Standards and Technology (NIST) and the Federal Government for use in computer systems by non-military agencies and government contractors. NIST develops FIPS when there are compelling Federal government requirements (such as security and interoperability) and there are no acceptable industry standards or solutions.
- 2.57 "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.58 "GAIN" as used herein shall mean the acronym for Greater Avenues for Independence which assists local businesses meet their staffing needs. GAIN provides employment-related services to CalWORKS recipients to help find employment, stay employed, and move on to higher paying jobs.
- 2.59 "Information Security Incident" as used herein shall mean any breach or other incident which could reasonably compromise the confidentiality, integrity, or availability of any data or other information relating to Cardholders.
- 2.60 "Initial Term" as used herein shall have the same meaning as set forth in Section 4.0.
- 2.61 "In-Person Transaction" as used herein shall mean, with respect to the Department's use of the System on behalf of a Cardholder to pay one or more RR/CC Fees by Card where the Card is physically presented to the Department, a collective reference to all steps necessary to obtain Authorization of such payment from the applicable Card Issuer. The Work to be provided by or on behalf of Contractor specific to this type of Transaction is described in Component II to the SOW.
- 2.62 "Interface(s)" as used herein shall mean, with respect to each Component, any software supplied by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Component, which allows the transfer of electronic data and/or software commands between computer systems, applications, or modules, together with all Source Code, object code and Documentation. Interfaces include, with respect to each Component, the interfaces described in such Component. References to the Interfaces may include one or more Interfaces in the System or all Interfaces in the System.
- 2.63 "Joint Enterprise Development Interface" or "JEDI" as used herein shall mean a collection of applications used by the RRCC. The Point-of-Sale applications and Vital Records applications are all written using the JEDI framework for processing vital records requests and payments for those requests.
- 2.64 "License" as used herein shall have the same meaning as set forth in Section 9.11.2 (License).
- 2.65 "Maintenance and Support Services" as used herein shall have the same meaning as set forth in Section 9.10.1 (Maintenance and Support Services).

- 2.66 "MasterCard Site Data Protection Program" as used herein shall mean the data security and compliance validation requirements necessary to protect stored and transmitted MasterCard payment account data.
- 2.67 "National Institute of Standards and Technology" or "NIST" as used herein shall mean a non-regulatory federal agency within the US Department of Commerce that works with industry to develop and apply technology, measurements, and standards and promotes US innovation and industrial competitiveness.
- 2.68 "Non-Responsibility" as used herein shall mean a finding by the County that a proposer is incapable of performing as a responsible County contractor, based on past performance history or other relevant documentation.
- 2.69 "Online Transaction" as used herein shall mean, with respect to a Cardholder's use of the System over the Internet to pay one or more RR/CC Fees by Card, a collective reference to all steps necessary to obtain Authorization of such payment from the applicable Card Issuer. The Work to be provided by or on behalf of Contractor specific to this type of Transaction is described in Component I to the SOW.
- 2.70 "Operations Services" as used herein shall have the same meaning as set forth in Section 9.10.2 (Operations Services).
- 2.71 "Card Not Present Transaction" as used herein shall mean, with respect to the Department's use of the System on behalf of a Cardholder to pay one or more RR/CC Fees by Card where the Card is not physically presented to the Department, a collective reference to all steps necessary to obtain Authorization of such payment from the applicable Card Issuer. Other Card Not Present Transactions do not include Online Transactions. The Work to be provided by or on behalf of Contractor specific to this type of Transaction is described in Component III to the SOW.
- 2.72 "Other Professional Services" as used herein shall have the same meaning as set forth in Section 9.10 (Maintenance and Support Services).
- 2.73 "Other RR/CC Fees" as used herein shall mean the filing fees, search fees, certification fees, and other fees for filings, searches, certifications, and other services performed by the Department, but excluding fees for obtaining certified copies of Vital Records and Real Property Records. A list of the Other RR/CC Fees is set forth on Exhibit C (RR/CC Fees), as updated from time to time under Section 8.1 (Amendments).

- 2.74 "PCI" as used herein is the acronym for Payment Card Industry.
- 2.75 "Payment Card Industry Data Security Standards" or "PCI-DSS" as used herein shall mean the operational and technical requirements for organizations accepting or processing payment transactions, and for software developers and manufacturers of applications and devices used in those transactions.
- 2.76 "Party" or "Parties" as used herein shall have the same meaning as set forth in the Recitals.
- 2.77 "Personally Identifiable Information (PII)" as any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.).
- 2.78 "PIN-Based Debit Network" as used herein shall mean a national or regional on-line debit card network. Each network operates under its own set of operating rules and regulations.
- 2.79 "Production Use" as used herein shall mean, with respect to each Component, the use of System in the production environment to perform County's business operations. For the avoidance of doubt, County's production environment includes use of applicable portions of the System by Cardholders in accordance with this Contract.
- 2.80 Professional Services as used herein shall mean Services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon County's request.
- 2.81 "Proposal" as used herein shall mean an offer to provide services and/or solutions to an identified problem at a particular price under given terms and conditions.
- 2.82 "Real Property Records" as used herein shall mean real estate documents recorded and maintained by the Department. A list of categories of Real Property Records is set forth on Exhibit C (RR/CC Fees), as updated from time to time under Section 8.1 (Amendments).

- 2.83 "Registrar-Recorder/County Clerk" as used herein shall mean the Director of the Department and/or such person's designee.
- 2.84 "RR/CC Fees" as used herein shall mean (a) fees for obtaining one or more certified copies of one or more Vital Records or Real Property Records and (b) Other RR/CC Fees. A list of the RR/CC Fees is set forth on Exhibit C (RR/CC Fees), as updated from time to time under Section 8.1 (Amendments).
- 2.85 "Responsible" as used herein shall mean a proposer that has conducted themselves in an acceptable manner as determined by the Board of Supervisors (see County Code 2.202.030), and has the financial and managerial ability to perform the required work.
- 2.86 "Request for Proposals" or "RFP" as used herein shall mean a solicitation based on proposed solutions in response to a defined need of the County. Contract recommended for award to the proposer who submits the proposal deemed to be in the overall best interest of the County (generally the highest-ranking proposer).
- 2.87 "SDP" as used herein shall mean the data security and compliance validation requirements necessary to protect stored and transmitted MasterCard payment account data.
- 2.88 "Secure File Transfer Protocol" or "SFTP", also known as SSH File Transfer Protocol (SSH2), as used herein shall mean a cryptographic computing network protocol for accessing and managing files on remote file systems. SFTP allows encrypted file transfers (both commands and data) between hosts.
- 2.89 "Secure Sockets Layer" or "SSL" as used herein shall mean a protocol used in network communications that provides application-independent secure communications over the Internet. The SSL protocol is commonly employed on the Web with the Hypertext Transfer Protocol (HTTP) for e-commerce transactions and uses cryptography to provide message privacy, message integrity, and client-server authentication.
- 2.90 "Services" as used herein shall mean, with respect to each Component, any development, installation, configuration, implementation, Operations Services, Maintenance and Support Services, and other services performed by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Component.
- 2.91 "Source Code" as used herein shall mean computer programming code in human readable form that is not suitable for machine

execution without the intervening steps of interpretation or compilation.

- 2.92 "Specifications" as used herein shall mean, with respect to each Component, all functional, operational, technical and/or business specifications, requirements, features, standards and Deliverables for the System, all as set forth in the Documentation and/or this Contract for such Component, including the County's RFP, the Contractor's Proposal, the SOW and/or any Custom Programming Modification Request.
- 2.93 "State" as used herein shall mean the State of California.
- 2.94 "Statement of Work" or "SOW" as used herein shall mean Exhibit A attached to this Contract, together with all Components, appendices, attachments and schedules thereto, as amended from time to time by any Amendment.
- 2.95 "Subcontractor" or "Subcontractors" as used herein shall mean any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations hereunder in accordance with Section 8.44 (Subcontracting).
- 2.96 "System" as used herein shall mean, with respect to each Component, the System Software, System Hardware and Services for such Component. References to the System may include one or more components or modules thereof or the System as a whole.
- 2.97 "System Hardware" as used herein shall mean, with respect to each Component, all hardware supplied by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Component, including, as applicable, the Workstations, the Terminals, the Authorization Server, and the other hardware described in such Component. References to the System Hardware may include one or more components or modules thereof or all System Hardware in the System.
- 2.98 "System Software" as used herein shall mean, with respect to each Component, all computer programs conceived, created, developed or otherwise supplied by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Component, together with all Source Code, object code and Documentation. System Software includes, with respect to each Component, the programs described in such Component, and the Interfaces, the Updates, and the Custom Programming Modifications for such Component. References to the System Software may include one or more components or modules thereof or all System Software in the System.

- 2.99 "Task" as used herein shall mean, with respect to each Component, one or more major areas of Work to be performed under this Contract for the type of Transaction described in such Component, including those areas identified as a numbered Task or Subtask in each such Component, and all subtasks thereunder.
- 2.100 "Term" as used herein shall have the same meaning as set forth in Section 4.0 (Term of Contract).
- 2.101 "Terminal" as used herein shall mean the equipment including separate keypad used to read Cards, transmit all information necessary to fully process Card Present Transactions and print Transaction receipts, and meeting the other Specifications described in Component II to the SOW.
- 2.102 "Third Party Software" as used herein shall have the mean as set forth in Section 9.14 (Third Party Software).
- 2.103 "Training Needs Assessment" as used herein shall mean the contractor identifies training requirements to support the Department's End User roles and responsibilities.
- 2.104 "Transaction" as used herein shall mean an Online Transaction, a Card Present Transaction, or an Other Card Not Present Transaction, as the case may be. "Transactions" refers to more than one Online Transaction, Card Not Present Transaction, and/or Other Card Not Present Transaction.
- 2.105 "Transaction Fee" as used herein shall have the same meaning as set forth in Section 5.1.
- 2.106 "Triple Data Encryption Standard" or "Triple-DES" as used herein shall mean a legacy protocol that has been replaced by AES, Triple-DES is an implementation of the Data Encryption Standard (DES) algorithm that uses three passes instead of one as used in ordinary DES applications. Triple DES provides a much stronger encryption than ordinary DES but is less secure than AES.
- 2.107 "Updates" as used herein shall have the same meaning as set forth in Section 9.10 (Maintenance and Support Services).
- 2.108 "User" as used herein shall mean any person or entity authorized by the Department to access or use any portion of the System Software.

- 2.109 "Vendor" as used herein shall mean an organization or company submitting a proposal in response to the County's solicitation for goods and/or services.
- 2.110 "Vital Records" as used herein shall mean records of birth, death and marriage recorded and maintained by the Department. A list of categories of Vital Records is set forth on Exhibit C (RR/CC Fees), as updated from time to time under Section 8.1 (Amendments).
- 2.111 "Work" as used herein shall mean, with respect to each Component, any and all Tasks, Deliverables, goods, Services and other work performed by or on behalf of Contractor (including by Subcontractors, if any) pursuant to this Contract for the type of Transaction described in such Component. Without limiting the foregoing, Work includes, with respect to each Component, provision of the System, including all System Software, System Hardware, and Services, and all equipment, labor, and other supplies required to perform the Services. Additionally, without limiting the foregoing, Work includes, with respect to each Component, provision of all packing materials for expedited shipping, but does not include paper, which shall be provided by the Department.
- 2.112 "Work Product" as used herein shall mean all Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced by Contractor under this Contract. However, Work Product does not include (a) any intellectual property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, which may constitute or be contained in Work Product that was developed by Contractor prior to performance or independent of this Contract ("Background Intellectual Property") or (b) the System Software or any modifications thereto made by Contractor.
- 2.113 "Workstation" as used herein shall mean, with respect to each Component, a personal computer (including monitor, central processing unit, operating software, application software, keyboard and printer) meeting at least the Specifications in such Component.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to four (4) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such option may be exercised at the sole discretion of the Registrar-Recorder/County Clerk as authorized by the Board of Supervisors.
- 4.3 The Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department's Contract Manager at the address herein provided in Exhibit E (County's Administration).
- 4.4 The Registrar-Recorder/County Clerk shall notify Contractor of any determination to exercise any Extension Year and/or Extension Month not less than thirty (30) days before the applicable Extension Year or Extension Month, as the case may be, is to begin.

5.0 CONTRACTOR FEES AND PAYMENTS

- 5.1 For each Transaction processed by or on behalf of Contractor under this Contract, the Contractor shall charge the Cardholder the applicable flat-rate fee set forth on Exhibit B (Pricing Schedule) (each a "Transaction Fee"). Other than RR/CC Fees and shipping charges permitted under Section 5.8, the applicable Transaction Fee is the maximum amount chargeable by Contractor to each Cardholder for processing such Cardholder's Transaction. Other than shipping charges permitted under Section 5.8, each Transaction Fee includes (a) all Contractor costs associated with providing all Work under this Contract for the applicable type of Transaction, including the System Software, System Hardware and

Services for such type of Transaction, and all other equipment, labor, and other supplies (including packing materials for expedited shipping, but excluding paper), required to perform the Services for such type of Transaction, and (b) all sales and other taxes applicable to such type of Transaction. No other amount shall be due and payable by the County (or any Cardholder) to the Contractor for providing Work under this Contract.

- 5.2 Contractor is responsible for obtaining Authorization for all Transactions and for collecting all fees connected with the Services, including Transaction Fees, RR/CC Fees, and shipping charges permitted under Section 5.8. Contractor shall abide by all applicable Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and PIN-Based Network rules and regulations when obtaining Authorizations and collecting all fees. Contractor assumes all risk of monetary loss for any failure to obtain any of the aforementioned Authorizations, any failure to collect any of the aforementioned fees, any chargebacks and/or any other Card adjustments. County shall not be responsible or suffer any monetary loss for any failure to obtain any of the aforementioned Authorizations, any failure to collect any of the aforementioned fees, any chargebacks and/or any other Card adjustments.
- 5.3 Contractor shall remit by ACH transfer in immediately available funds to such bank account(s) as designated by County, all RR/CC Fees for each Transaction by 4:00 p.m. PT on the next Business Day (excluding weekends and County holidays, for which reimbursement of RR/CC Fees shall be made by 4:00 p.m. PT the following Business Day) following the Day on which the Contractor is permitted to charge the Card for such Transaction in accordance with the applicable Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and PIN-Based Network rules and regulations, regardless if funds have been collected/secured by or on behalf of the Contractor. On each such Business Day, Contractor shall issue a separate ACH transfer for each service area as identified by County, such separate ACH transfer to include all RR/CC Fees required for such service area under this Section 5.3.
- 5.4 In the event Contractor fails to remit any RR/CC Fees due on any Business Day in accordance with the terms set forth herein, Contractor shall be charged and liable to the County for interest on such RR/CC Fees at the Federal Funds Rate per Day prorated based upon a 360 Day year for each Day (or portion thereof) delay in County receiving said remittance. The interest charges provided herein may be waived whenever the Registrar-Recorder/County Clerk finds, in such person's sole discretion, that late remittances

were excusable by under Section 18.20 (Force Majeure). Such interest shall be due and payable upon Contractor's receipt of written notice of the delayed remittance.

- 5.5 The Transaction Fees are not subject to increase during the Initial Term, except as expressly described in Section 5.6. Ninety (90) days prior to each anniversary of the Effective Date (commencing with the fourth anniversary), the Contractor may submit a written request to the Registrar-Recorder/County Clerk for an increase in each Transaction Fee based upon a commensurate (and demonstrable) increase in applicable Card discount rates or other expenses of the Contractor which are permitted to be factored into such Transaction Fee under the terms of this Contract, as identified in Exhibit B (Pricing Schedule) of the Contract. Each written request must include detailed supporting documentation for the increase included in such request. Provided that the Registrar-Recorder/County Clerk is reasonably satisfied with the supporting documentation for the increase, the Registrar-Recorder/County Clerk shall authorize such increase, subject in all respects to execution of an Amendment in accordance with Section 8.1 (Amendments). If authorized, each increase shall remain effective for the subsequent annual period of the Term commencing on the applicable anniversary of the Effective Date. For each Transaction Fee, the cumulative increase granted under this Section 5.2 shall not exceed \$2.00.
- 5.6 Notwithstanding the foregoing, on a semi-annual basis during the Term, the Contractor shall submit detailed documentation to the Registrar-Recorder/County Clerk supporting the then-current Transaction Fees, including a list of all of the applicable Card discount rates and other expenses of the Contractor which are permitted to be factored into the Transaction Fees under the terms of this Contract, as identified in Exhibit B (Pricing Schedule) of the Contract, as well as a comparison of Contractor's budgeted loss during the period for improper/illegal use of Cards to Contractor's actual loss. If at any time the Registrar-Recorder/County Clerk reasonably determines that a then-current Transaction Fee is not supported by the applicable detailed documentation, the Contractor shall accordingly reduce such Transaction Fee. If a Transaction Fee is reduced under this Section 5.3 during the Initial Term, the Contractor may obtain an increase in such Transaction Fee up to the Transaction Fee in effect as of the Effective Date if, with respect to any semi-annual period during the Initial Term, the Contractor can demonstrate, to the reasonable satisfaction of the Registrar-Recorder/County Clerk, a commensurate increase in the applicable Card discount rates and/or other expenses of the Contractor which are permitted to be factored into such Transaction Fee under the terms of this Contract, as identified in Exhibit B (Pricing Schedule)

of this Contract, or in the actual loss for improper/illegal use of Cards.

- 5.7 The amounts set forth on Exhibit B (Pricing Schedule) of this Contract includes all amounts necessary for all applicable California and other state and local taxes for the System and other Work performed by Contractor. County shall not be liable or responsible for reimbursement of any such taxes. Contractor will be solely liable and responsible for, and shall pay such tax directly to the State or other taxing authority.
- 5.8 For each Transaction, the Contractor may charge shipping charges to each Cardholder electing an expedited shipping option. Contractor shall not charge each such Cardholder shipping charges greater than the then current prices offered by the applicable shipping carrier to the general public for the expedited shipping option. County shall not be liable or responsible for reimbursement of any shipping charges. Contractor shall be solely liable and responsible for all such shipping charges, and shall pay such shipping charges directly to the carrier applicable. In the event that shipping charges are increased by Contractor's carrier, Contractor shall notify the Department in writing within five (5) Days of notification and modify the rates charged to Cardholders.
- 5.9 Notwithstanding anything to the contrary in this Contract, Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Work provided by Contractor after expiration or termination of this Contract. Further, Contractor shall not be entitled to charge or collect from Cardholders, Transaction Fees or for any other payment of any money or reimbursement, of any kind whatsoever, for any Work provided by Contractor after expiration or termination of this Contract.

6.0 ADMINISTRATION OF CONTRACT (COUNTY)

COUNTY ADMINISTRATION

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

6.1 County's Project Director

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

- coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall

Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

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

6.2 County's Project Management

County Project Management will be responsible for oversight on both business operations and information technology aspects of the System, its implementation, and ongoing operations. It will therefore be filled by Co-Project Managers, one from business operations and another from the information technology area.

All sign-offs and approvals require the signature of both County Project Managers.

The responsibilities of the County's Project Managers include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

6.3 County's Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT (CONTRACTOR)

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

7.1 Contractor's Project Manager

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

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

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. All of Contractor's employees assigned to County facilities are required to have the badge on their person and visible at all times.

7.4 Background and Security Investigations

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

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of

the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Section 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Security and Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records, Data, information, including Personally Identifiable Information, documentation in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records, information, and Data.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any

injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall cause all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract and to adhere to the provisions of Exhibit H (Contractor Acknowledgement and Confidentiality Contract) and may use Data received from the County only to perform functions as defined by this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of Exhibit H (Contractor Acknowledgement and Confidentiality Contract).
- 7.5.5 The Contractor shall adhere to the "Information Security and Privacy Requirements" set forth in Exhibit K.
- 7.5.6 All Data is deemed confidential, and shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such Data or any part of such Data be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- 7.5.7 In connection with this Contract and performance of the Services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information. When Contractor has to process such Personally Identifiable Information and/or transfer it, all will be subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable laws and regulations for the sole purpose of performing the Services. Without limiting any other warranty or obligation specified in this Contract, and in particular the confidentiality provisions of this Sub-Section 7.5 (Security and Confidentiality), during the Contract Term and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally

Identifiable Information only in compliance with (a) this Contract, (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, Data security, and consumer protection). Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Department Head or his/her designee. As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the Contract Sum, a change of more than 90 days to any period of performance, or a change in the work required which collectively increases or decreases the Contract Sum more than ten percent (10%) of the Contract Sum.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head or designee.
- 8.1.3 The Department Head or designee with approval by the Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head or designee.

8.2 Assignment and Delegation

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subsection, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

- 8.5.1 Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

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

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, 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 Sub-Contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification) of the Contract.

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, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Subsection, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-

Contractor to perform services for the County under the Contract, the Sub-Contractor shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the contract.

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

8.9 Conflict of Interest

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

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

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

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

8.11 Consideration of Hiring Gain-Grow Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the

Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting

documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Sub-Contractors of Contractor

These terms shall also apply to Sub-Contractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

economic burden otherwise imposed upon the County and its taxpayers.

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

8.15 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile and/or Electronic Representations

The County and the Contractor hereby agree to regard facsimile and/or electronic representations of original signatures from authorized officers of each party, when appearing in appropriate places on Amendments prepared pursuant to Section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile and/or electronic transmissions of such documents with subsequent transmission of "original" versions of such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Subsection 7.5 (Security and Confidentiality).

8.23 Indemnification

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

8.24 Intellectual Property Indemnification

- 8.24.1 The Contractor shall indemnify, hold harmless and defend County, its Special Districts, elected and appointed officers, employees and other agents (collectively, "County Indemnitees") from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent, copyright or other proprietary right, or any actual or alleged unauthorized trade secret disclosure (collectively in this Section 8.24), arising from or related to

the operation and utilization of all or any portion of the System or other Work under this Contract. Any legal defense pursuant to Contractor's indemnification obligations under this Section 8.24 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Contract, County shall be entitled to reimbursement for all such costs and expenses.

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

8.25 Patent, Copyright and Trade Secret Indemnification

8.25.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

8.25.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or

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

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

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

8.26 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.26 and 8.27 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.26.1 Evidence of Coverage and Notice to County

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

- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Contracts Monitor
Los Angeles County Registrar-Recorder/County Clerk
Contracts Section
12400 Imperial Highway, Suite 5115
Norwalk, California 90650

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this

Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.26.2 Additional Insured Status and Scope of Coverage

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

8.26.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.26.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the

County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.26.5 Insurer Financial Ratings

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

8.26.6 Contractor's Insurance Shall Be Primary

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

8.26.7 Waivers of Subrogation

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

8.26.8 Sub-Contractor Insurance Coverage Requirements

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

8.26.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or

eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.26.10 Claims Made Coverage

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

8.26.11 Application of Excess Liability Coverage

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

8.26.12 Separation of Insureds

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

8.26.13 Alternative Risk Financing Programs

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

8.26.14 County Review and Approval of Insurance Requirements

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

8.27 Insurance Coverage

8.27.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01),

naming County and its Agents as an additional insured, with limits of not less than:

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

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

8.27.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.27.4 Unique Insurance Coverage

- **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$10 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its

Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for

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

- **Privacy/Network Security (Cyber)**

Liability coverage providing protection against liability for (1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs) (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems with limits not less than \$ 10 million. No exclusion/ restriction for unencrypted portable devices/media may be on the policy.

- **Professional Liability/Errors and Omissions**

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

- **Technology Errors and Omissions**

Technology Errors and Omissions insurance, including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing, including outsourcing development and design, (6) systems design, consulting, development, and modification, (7) training services relating to computer software or hardware, (8) management, repair, and maintenance of computer products, networks and systems, (9) marketing, selling, servicing, distributing, installing, and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage,

retrieval, or preparation of data output, and any other services provided by the vendor with limits of at least \$15 million (per current contract).

8.28 Liquidated Damages

- 8.28.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.28.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix R, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be

deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.29 Most Favored Public Entity

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

8.30 Nondiscrimination and Affirmative Action

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

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

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

- 8.30.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.30.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.30.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.30 when so requested by the County.
- 8.30.7 If the County finds that any provisions of this Subsection 8.30 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.30.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.31 Non Exclusivity

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

8.32 Notice of Delays

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

8.33 Notice of Disputes

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

8.34 Dispute Resolution Procedure

8.34.1 Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Contract. All such disputes shall be subject to the provisions of this Section 8.34 (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

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

(a) If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County.

(b) If County fails to continue without delay to perform its responsibilities under the Contract which County,

in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

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

- (a) Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- (b) If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- (c) If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's [insert responsible officer of Contractor] and the Chief Deputy to the Registrar-Recorder/ County Clerk.
- (d) If the Chief Deputy to the Registrar-Recorder/County Clerk and Contractor's Project Manager are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's Project Director and the Registrar-Recorder/County Clerk. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- (e) In the event that at these levels, there is not a resolution of the dispute acceptable to both parties,

then each party may assert its other rights and remedies provided under the Contract and its rights and remedies as provided by law.

8.34.4 All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in Section 18.38, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

8.34.5 Notwithstanding any other provision of the Contract, County's right to terminate the Contract pursuant to Section 8.49 (Termination for Insolvency), Section 8.47 (Termination for Default), Section 8.46 (Termination for Convenience), or Section 8.48 (Termination for Improper Consideration) of this Contract, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.35 Notice to Employees Regarding the Federal Earned Income Credit

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

8.36 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of

this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.37 Notices

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

8.38 Prohibition Against Inducement or Persuasion

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

8.39 Public Records Act

8.39.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subsection 8.41 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

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

8.40 Publicity

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

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

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

8.41 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given

to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

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

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

8.42 Recycled Bond Paper

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

8.43 Representations and Warranties

Without limiting the other representations and warranties included in this Contract, Contractor represents and warrants as follows:

- (a) Contractor has full power and authority to grant the License and all other rights granted by this Contract to County.
- (b) The person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
- (c) No consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect.
- (d) During the Term, Contractor shall not subordinate the Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System, and any part thereof in accordance with the Contract.
- (e) Neither the performance of this Contract by Contractor, nor the license to, and use by, County and its Users of the System or any part thereof in accordance with this Contract will any way violate any non-disclosure contract, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.
- (f) With respect to each Component, the System for such Component shall perform in accordance with the Specifications and otherwise with this Contract.
- (g) All Work shall be performed in a timely and professional manner by qualified personnel.
- (h) With respect to each Component, each component of the System for such Component shall be fully compatible with and shall fully integrate, perform, and function with (i) all other components of the System for such Component

and (ii) the technical environment that conforms to the specifications set forth in such Component.

- (i) Contractor shall not cause any unplanned interruption of the operations of, or accessibility to, the System or any component thereof through any device, method or means including the use of any “virus,” “lockup,” “time bomb,” “key lock,” “worm,” device or program, or disabling code, (collectively referred to in this Section 8.43 as “Disabling Device”), which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the accessibility of the System or any component of the System by County or any user or which could alter, destroy, or inhibit the use of the System, any component thereof, or the data contained therein.
- (j) Contractor has not purposely placed, nor is it aware of, any Disabling Device on any component of the System provided to County under the Contract, nor shall Contractor knowingly permit any subsequently delivered component of the System to contain any Disabling Device.
- (k) With respect to each Component, Contractor shall provide Operations Services and Maintenance and Support Services for the System for the Term.

8.44 Subcontracting

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

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

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

- 8.44.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Contractor employees.
- 8.44.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.44.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors of this County right.
- 8.44.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Contractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.44.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-Contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.44.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor. The Contractor shall ensure delivery of all such documents to:

Contracts Monitor
Los Angeles County Registrar-Recorder/County Clerk
Contracts Section
12400 Imperial Highway, Suite 5115
Norwalk, California 90650

before any Sub-Contractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in this Subsection shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.47 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.46 Termination for Convenience

8.46.1 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 shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.46.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subsection 8.41 (Record Retention and Inspection-Audit Settlement).

8.47 Termination for Default

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

- Contractor has materially breached this Contract; or

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

8.47.2 In the event that the County terminates this Contract in whole or in part as provided in Subsection 8.47.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subsection.

8.47.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of the type identified in Subsection 8.47.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subsection, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.

- 8.47.4 If, after the County has given notice of termination under the provisions of this Subsection 8.47, it is determined by the County that the Contractor was not in default under the provisions of this Subsection 8.47, or that the default was excusable under the provisions of Subsection 8.47.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.46 (Termination for Convenience).
- 8.47.5 The rights and remedies of the County provided in this Subsection 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 Termination for Improper Consideration

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

8.49 Termination for Insolvency

- 8.49.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of

business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.49.2 The rights and remedies of the County provided in this Subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49.3 In the event that Contractor shall: (1) make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) take any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permit any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more, causing Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any contract supplementary hereto, County shall have the following rights: (i) in the event of a rejection of this Contract or any contract supplementary hereto, County shall be permitted to retain and use any back-up or archival copies of the System Software under this Contract for the purpose of enabling it to mitigate damages caused to County because of the rejection of this Contract; (ii) in the event of a rejection of this Contract or any contract supplementary hereto, County may elect to retain its rights under this

Contract or any contract supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of County to, as applicable, Contractor or the bankruptcy trustee or receiver, Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of County as County as provided in this Contract or in any contract supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee or from a third-party escrow agent and shall, if requested, cause a copy of such Source Material(s) to be available to County; and (iii) in the event of a rejection of this Contract or any contract supplementary hereto, County may retain its rights under this Contract or any contract supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights under Section 503(b) of the Bankruptcy Code.

8.50 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.51 Termination for Non-Appropriation of Funds

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

8.52 Effect of Termination

8.52.1 In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing: (a) Contractor shall continue the performance of this Contract to the extent not terminated.

(b) Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all completed Services and Services in progress, in a media reasonably requested by County. (c) County will pay to Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate). (d) Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid fees if applicable. (e) Contractor shall promptly return to County any and all of the County's Confidential Information that relates to the portion of the Contract or Services terminated by County, including all County Data, in a media reasonably requested by County.

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

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

8.52.4 For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("Transition Period"), Contractor shall assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order. In addition, upon the expiration or termination of this Contract, County may require Contractor to provide services in the form of Optional Work to assist County to transition System operations from Contractor to County or County's designated third party ("Transition Services"). Upon County's request for Transition Services,

County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by Contractor, Contractor shall perform Transition Services at no cost to County. Contractor shall provide County with all of the Transition Services as provided in this Subsection 8.52.4. The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by County, other than a failure by County to timely pay the amounts due and payable hereunder.

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

8.53 Validity

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

8.54 Waiver

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

8.55 Warranty Against Contingent Fees

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Section 8.57 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.58 Arm's Length Negotiations

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

8.59 Rights and Remedies

The rights and remedies of County provided in any given Section, as well as throughout the Contract, are nonexclusive and

cumulative with any and all other rights and remedies under this Contract, at law, or in equity.

8.60 Survival

The following Sections of this Contract shall survive its expiration or termination for any reason: 1.0 (Applicable Documents), 2.0 (Definitions), 5.0 (Contractor Fees and Payments), 7.5 (Security and Confidentiality), 8.24 (Intellectual Property Indemnification), 8.19 (Fair Labor Standards), 8.21 (Governing Law, Jurisdiction, and Venue), 8.23 (Indemnification), 18.22 (General Insurance), 8.26 (General Provisions for all Insurance Coverage), 8.27 (Insurance Coverage), 8.28 (Liquidated Damages), 8.37 (Notices), 8.41 (Records Retention and Inspection/Audit Settlement), 8.52 (Effect of Termination), 8.53 (Validity), 8.54 (Waiver), 8.58 (Arm's Length Negotiation), 8.59 (Rights and Remedies), and 8.60 (Survival).

8.61 Compliance with County's Zero Tolerance Human Trafficking

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

8.62 Time Off for Voting

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made

in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 Local Small Business Enterprise (SBE) Preference Program

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

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

9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this

information prior to responding to a solicitation or accepting a contract award.

9.3 Social Enterprise (SE) Preference Program

9.3.1 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.

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

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

9.3.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information

or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its

request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of

Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.4.1 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.
- 9.4.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.4.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.4.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the

Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.5 Use of County Seal and/or Registrar-Recorder/County Clerk (RR/CC) Logos

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

9.6 Warranties

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

9.6.2 Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by this Contract to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use Software without interruption of the System use, subject only to County's obligation to make the required payments and compliance with the terms of any applicable license Contract, (d) this Contract and any applicable Software, licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the Term, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such

subordination instrument for non-disturbance of County's use of the System, and any part thereof in accordance with this Contract, and (f) neither the performance of this Contract by Contractor, nor the license to, and use by, County and use of the System in accordance with this Contract will in any way violate any non-disclosure Contract, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

- 9.6.3 All Tasks, Subtasks, Deliverables, goods and services, and other Work shall be performed in a timely and professional manner by experienced, qualified and, if appropriate, licensed or certified personnel.
- 9.6.4 Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including, but not limited to, Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions and requirements) as set forth in the SOW.
- 9.6.5 Contractor shall supply sufficient staff to discharge its responsibilities here under in a timely and efficient manner, including as required to comply with Contractor's obligation under this Contract, including the SOW.
- 9.6.6 All documentation developed under this Contract shall be uniform in appearance.

9.7 Production Use of the System

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

9.8 System Tests and Acceptance by County

9.8.1 General

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

9.8.2 Acceptance Tests

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

- 9.8.2.1 With respect to each Component, Initial System component test to determine whether each System component for such Component has been properly installed and is working in accordance with all applicable Specifications and otherwise with this Contract;
- 9.8.2.2 With respect to each Component, Integrated System component test to determine whether each System component for such Component interfaces and integrates with other System components for such Component already installed and whether each such System component can be used in the approved operating configuration and operates in accordance with all applicable Specifications and otherwise with this Contract; and
- 9.8.2.3 With respect to each Component, Final System Test to ensure that all System components for such Component and of all previous updates and modifications interface and integrate with System and each other in the

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

9.8.3 Failed Acceptance Testing

With respect to each Component, if County's Project Director makes a good faith determination that a System component has not successfully completed an Acceptance Test, County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Contractor shall notify County's Project Director when such corrections, repairs and modifications have been completed, and the Acceptance Tests shall begin again. If, after the applicable Acceptance Test has been completed for a second time, County's Project Director makes a good faith determination that the System component or System again fails to pass the applicable Acceptance Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall to complete, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Such procedure shall continue until such time as County's Project Director notifies Contractor in writing either: (a) of the successful completion of such Acceptance Test or (b) that County has concluded in its sole judgment that satisfactory progress toward such successful completion is not being made, in which latter event County shall have the right, in County's sole judgment, to terminate this Contract in accordance with Section 8.47 (Termination for Default), as a non-curable default with respect to (i) one or more System components, or (ii) if County believes the failure to pass the applicable Acceptance Test materially affects the function or desirability to County of the System as a whole, the entire Contract, in each case, without any further obligation owing to Contractor whatsoever.

9.9 Deficiencies

9.9.1 Deficiencies

As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in the System not performing in accordance with the provisions of this Contract, including the SOW, as determined by County's Project Director in his reasonable judgment.

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

9.9.2 Corrective Measures

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

9.9.3 Approval

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

9.10 Maintenance and Support Services; Operations Services

9.10.1 Maintenance and Support Services

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

With respect to correcting Deficiencies, County's Project Director shall notify Contractor in writing, or if not practicable, orally (with written notice to follow within three (3) Days) to either Contractor's Project Director or Project Manager (or through other means identified in the applicable Component), of any Deficiency. Upon a notice

from County or Contractor's discovery of a Deficiency, Contractor shall commence corrective measures to remedy such Deficiency in accordance with the timeframes set forth in the applicable Component.

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

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

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

9.10.2 Operations Services

Without limiting Section 3.0 (Work), with respect to each Component, commencing upon the date on which Contractor achieves Acceptance of the System for such Component, Contractor shall provide operations services for the System of such Component (with respect to each

Component, collectively "Operations Services") during the Term at no additional cost to the County.

9.11 OWNERSHIP AND LICENSE

9.11.1 Ownership

9.11.1.1 The System Software provided to County pursuant to this Contract, other than Third Party Software, shall remain the property of Contractor, and all such software is subject to the License granted to County pursuant to Sub-section 9.11.2 (License). Third Party Software shall remain the property of, and is subject to the licenses granted by its third party owner.

9.11.1.2 Ownership of Background Intellectual Property and System Software. Contractor retains all right, title and interest in and to any such Background Intellectual Property and System Software (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for County to fully exploit such Work Product or the System, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to County in connection with this Contract, and provided further that the Background Intellectual Property is not separately commercially exploited by County. Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL." Notwithstanding any other provision of this Contract, County shall not be obligated or liable in

any way under this Contract for: (a) any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and (b) any Contractor proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

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

9.11.1.4 Ownership of Work Product. Contractor hereby assigns, transfers and conveys to County, exclusively and perpetually, all rights, titles, and interests throughout the world it may have or acquire in the Work Product, including without limitation all intellectual property or other proprietary rights (including without limitation copyrights, patents rights, trade secret right, rights of reproduction, trademark rights, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof) (collectively "Intellectual Property Right(s)) therein or otherwise arising from the performance of this Contract. No rights of any kind in and to the Work Product, including all Intellectual Property Rights, are reserved to or by the Contractor or will revert to Contractor. Contractor agrees to execute such further documents and to do such further acts, at County's expense, as may be necessary to perfect, register or enforce County's ownership of

such rights, in whole or in part. If Contractor fails or refuses to execute any such documents, Contractor hereby appoints County as Contractor's attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on Contractor's behalf and to execute such documents. Contractor hereby forever waives and agrees never to assert against County, its successors or licensees any and all "Moral Rights" Contractor may have in Work Product even after expiration or termination of this Contract.

9.11.2 License

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

- (a) To use, run, store and display the System Software (collectively, "Use") on an unlimited number of computers, local area networks and wide area networks;
- (b) To Use and copy the Documentation as necessary or appropriate for County to fully enjoy and exercise the License;
- (c) To make and Use a reasonable number of copies of the System Software for archive and back-up purposes;
- (e) To Use the System Hardware as is necessary or appropriate for County to fully enjoy the Services and to fully enjoy and exercise the License.

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

9.11.3 License Restrictions

- (a) No license, right or interest in any trademark, trade name or service mark of Contractor or any third party from whom Contractor has acquired License rights is granted under this Contract.
- (b) The system Software and/or Documentation developed pursuant to any License and rights granted hereunder may not be sold, licensed or sublicensed,

assigned or otherwise transferred, in whole or in part, by County.

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

9.12 Ownership of Materials, Software, and Copyright

- 9.12.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.12.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.12.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.12.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.12.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Subsection 9.12 for any of the Contractor's

proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subsection 9.12 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.12.6 All the rights and obligations of this Subsection 9.12 shall survive the expiration or termination of this Contract.

9.13 Licenses, Permits, Registrations, Accreditation, and Certificates

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

9.14 Third Party Software

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

9.14.2 County acknowledges that it may have to execute certain third party license Contracts in respect to the Third Party

Software. These third party license Contracts shall be at no cost to County and shall include reasonable terms and conditions as determined by County. To the extent that any such third party license Contract conflicts with this Contract as it applies to County's right to use the System Software or modify the System Software (other than the Third Party Software), Contractor shall take all necessary action and pay all sums required to provide County with all the rights to use and modify the System Software (excluding modification of the Third Party Software) afforded by this Contract. Contractor warrants that whether or not such third party license Contracts are required of County, County shall receive licenses of all of the Third Party Software that will allow use of the System Software in accordance with all of the terms of this Contract. Without limiting the foregoing, Contractor shall be responsible for acquiring for and delivering to County, at the cost of Contractor, licenses permitting the use of all other Third Party Software for an unlimited number of users, which licenses do not in any way limit County's rights pursuant to Section 9.11.2 (License).

- 9.14.3 In the event it nonetheless becomes necessary to modify such Third Party Software to satisfy any of the requirements of this Contract, Contractor shall promptly, at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications or (2) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in County's Project Director's and County Project Management's reasonable determination, in lieu of modifying such Third Party Software. If County exercises its option to terminate this Contract for convenience pursuant to Section 8.46 (Termination for Convenience), the obligations of Contractor as set forth in this Section 9.14 (Third Party Software) shall be null and void. Nothing herein shall require Contractor to pay for a new release, version, or revision of Third Party Software, which is not otherwise provided under maintenance and support.

9.15 Other Proprietary Considerations

- 9.15.1 Except for the System and all patent, copyright, trademark, trade secret and other proprietary rights therein, County shall be the sole owner of all rights, title and interest in and to all plans, reports, acceptance test

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

- 9.15.2 Notwithstanding the foregoing, during the Term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy, and use at any time during, and for five (5) years subsequent to, the Term of this Contract, any and all such working papers and all information contained therein.
- 9.15.3 Contractor hereby transfers to County all of Contractor's right, title and interest in and to the County Product. Upon request of County's Project Director, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Product. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest in and to the County Product.
- 9.15.4 As requested in writing by County's Project Director, Contractor shall affix the following notice to County Product developed under this Contract: "© Copyright 20__ (or such other date of first publication), County of Los Angeles. All rights reserved". Contractor shall affix such notice as directed by County.
- 9.15.5 Contractor shall take reasonable steps to protect all such County Product from loss or damage by any cause, including fire and theft.
- 9.15.6 The System and any other materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, together with all patent, copyright, trademark, trade secret and other proprietary rights (collectively "Contractor Product"),

which the Contractor desires to use hereunder, and which the Contractor considers to be trade secret, proprietary or confidential, must be specifically identified by the Contractor to the County's Project Management as trade secret, proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Trade Secret", "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.15.7 Subject to Section 9.17.9 and Section 8.39 (Public Records Act), the County will use reasonable means to ensure that the Contractor Product is safeguarded and held in confidence. Subject to Section 9.17.9 and Section 8.39 (Public Records Act), the County agrees not to reproduce, distribute or disclose to non-County entities any such Contractor Product without the prior written consent of the Contractor.
- 9.15.8 Subject to Section 9.11.2 (License), Contractor hereby grants County an irrevocable license to use the Contractor Product for the Term.
- 9.15.9 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Section 9.15.7 for any of the Contractor Product which are not plainly and prominently marked with restrictive legends as required by Section 9.15.6 or for any disclosure which the County is required to make under any State or federal law or order of court.

9.16 New Technology

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

any portion thereof) and any impact on the Service cost. County, at its discretion, may request that the Contract be amended to incorporate the new technologies, methodologies and techniques into the System (or any portion thereof) pursuant to the provisions of Section 8.1 (Amendments) of this Contract.

9.17 County Information Technology and Security Policy

9.17.1 This Contract is subject to the County's Information Technology and Security Policy codified in Section 6.100 of the Board of Supervisors Policy Manual.

9.18 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("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-800-88Rev.%201>.

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

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

9.19 Electronic Signatures

The Parties hereby agree facsimile and electronic scanned versions of original signatures of authorized officers of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

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

COUNTY OF LOS ANGELES

LEXISNEXIS VITALCHEK
NETWORK, INC

DEAN C. LOGAN
Registrar-Recorder/County Clerk

AUTHORIZED SIGNATURE

PRINT NAME

PRINT TITLE

TAXPAYER ID #

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

CONTRACT 17-001
EXHIBIT A
STATEMENT OF WORK

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1.0 SCOPE OF WORK

The delivery of the System includes three components, as follows:

Component I - Online Transactions

County's expectation is that the resultant Contractor must have the capability to process at least three hundred fifty (350) Online Transactions per day and meet all service levels set forth in this Component. The number of Online Transactions per day is an expectation and does not guarantee a certain amount of business. During the Term of the Contract, Contractor shall ensure its capacity to process increasing volumes of Online Transactions maintaining all the service levels specified in this Component.

Contractor responsibilities with respect to this Component include, but are not limited to: (i) developing a software system to link Registrar-Recorder/County Clerk (RR/CC) website to a Contractor-hosted Website for accepting Vital Record orders and Card information/payments; (ii) developing an Interface with RR/CC's existing Joint Enterprise Development Interface (JEDI) System for researching requested Vital Records; (iii) receiving faxed or scanned notarized Certificate of Identity form from each customer, matching them to the customer's order, and securely transmitting said documents to RR/CC in digital format of TIFF G4 and/or bi-tonal; (iv) matching of the sworn statement and the request; (v) providing a secure point-to-point data communication circuit (minimum 250 Mbps) from Contractor to the RR/CC; (vi) securely transmitting completed requests to RR/CC for processing; (vii) arranging for expedited mail services when customers select this option; (viii) providing Operations Services and Maintenance and Support Services as described in this Component; (ix) providing the level System security described in this Component; (x) collecting of all fees; (xi) remitting to the County the Departmental Fees in accordance with Paragraph 5.3 in the body of the Contract; and (xii) assuming all risk of chargebacks and/or other Card adjustments.

NOTE: Proposer should have the ability to acknowledge online applicants by verifying their identity using a multi-layered remote identity proofing process.

Component II - In-Person Transactions

County's expectation is that the resultant Contractor must have the capability to process at least nine-hundred (900) Card Present Transactions per day (estimate is based upon raw transaction current volume data set forth in Appendix D [Required Forms], Exhibit 11 to the Request for Proposal (RFP)) and meet all service levels set forth in this Component. The number of In-Person Transactions per day is an expectation and does not guarantee a certain amount of business. During the Term of this Contract, Contractor shall ensure its capacity to process increasing volumes of Card Present Transactions while maintaining all the service level specified in this Component.

Contractor responsibilities with respect to this Component include, but are not limited to: (i) providing Europay, Mastercard, and Visa (EMV) compliant Card Terminals with dedicated and secure communication/data lines to accept electronic Card payments and payments via mobile devices for records and services ordered at RR/CC headquarters and public service counters and all RR/CC district offices (Refer to Appendix C [Statement of Work Exhibits], Exhibit 15); (ii) providing Operations Services and Maintenance and Support Services as described in this Component; (iii) providing the level of System security described in this Component;

(iv) collecting of all fees; (v) remitting to the County the Departmental Fees in accordance with Paragraph 5.3 in the body of the Contract; and (vi) assuming all risk of chargebacks and/or other Card adjustments.

Component III - Card Not Present Transactions

County's expectation is that the resultant Contractor must have the capability to process at least 550 Card Not Present Transactions per day (estimate is based upon current Card Not Present Transaction volume data for Real Property Records via phone and facsimile, and raw transaction current volume data for mail orders set forth in Appendix D, Exhibit 11 [Pricing Sheet] to the RFP) and meet all service levels set forth in this Component. The number of Card Not Present Transactions per day is an expectation and does not guarantee a certain amount of business. During the Term of this Contract, Contractor shall ensure its capacity to process increasing volumes on Card Not Present Transactions while maintaining all the service level as specified in this Component.

Contractor responsibilities with respect to this Component include, but are not limited to: (i) providing a System for accepting Card payment at RR/CC headquarters for record orders taken by RR/CC staff via telephone and fax (Refer to Appendix C [Statement of Work Exhibits], Exhibit 15); (ii) providing Operations Services and Maintenance and Support Services as described in this Component; (iii) providing a secure and dedicated point-to-point data communication circuit (minimum 250 Mbps) from Contractor to RR/CC; (iv) arranging for expedited mail services when customers select this option; (v) providing the level of System security described in this Component; (vi) collecting of all fees; (vii) remitting to the County the RR/CC Fees in accordance with Paragraph 5.3 in the body of the Contract; (viii) assuming all risk of chargebacks and/or other Card adjustments.

In addition to the three components described above, the Contractor shall provide all applicable services, software, hardware, equipment, labor, materials, and supplies (except paper) necessary to provide all Work described under these Components, including accepting and processing the Card payments described in these Components, and shall charge Transaction Fees to customers under these Components for each Transaction. The County expects that no other amounts will be due and payable to the Contractor for performing the Work under these Components.

Contractor may provide innovative concepts, approach, methodology and work plans in its response to Components I and/or III only of this RFP (in addition to the original concept). The County's intent is to procure a System which best satisfies all requirements described in these Components; it is acceptable to present alternative approaches to satisfy the County's requirements in providing the System.

Contractor shall complete and deliver all software, hardware, other goods, maintenance and support services, and related project management to accomplish all of the Tasks set forth in these Components, including completion and delivery of the System to the County Project Director and Managers' satisfaction. The System for these Components must operate in accordance with the requirements set forth in the Functional Requirements and Business Requirements to each Component, the other Specifications, and otherwise with this Contract. Unless otherwise expressly stated, all Work described in these Components or the Contract shall be performed by Contractor and Contractor shall be fully responsible for said performance.

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

- Microsoft Word 2013
- Microsoft Project 2013
- Microsoft Excel 2013
- Adobe Acrobat Reader (Version 11 or higher)

Contractor shall note that Fidelity Information Services, LLC, together with Fidelity National Information Services, Inc., its parent and guarantor, (hereinafter, collectively, "FIS") currently provide credit card processing and related e-commerce services to the County of Los Angeles ("County"). FIS is the preferred processor for e-commerce transactions with the County. However, if a proposer prefers to use an alternative vendor for e-commerce transactions, the proposer may submit two pricing proposals. One with FIS acting as processor and a second with the vendor's alternative proposed processor. The alternative processor (i) must be approved by County in writing, (ii) may subject the vendor to additional contractual obligations, and (iii) must meet all PCI, County and related security requirements including, but not limited to those listed in this Contract and Statement of Work (SOW). See Appendix D (Required Forms), Exhibit 11 for more details.

2.0 DEFINITIONS

Definitions located in Appendix A, Paragraph 2.0 (Sample Contract) are for reference only and not intended to fully define the scope of any provision thereof.

3.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

3.1 All changes must be made in accordance with sub-paragraph 8.1 (Amendments) of the Contract.

4.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor listed in Appendix A (Sample Contract), Exhibit F for review. The plan shall include, but may not be limited, to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met;
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15 (County's Quality Assurance Plan).

5.1 Monthly Meetings

Contractor is required to attend all scheduled meetings in person or via teleconference as mutually agreed upon by County and Contractor for the term of the Contract.

5.2 Contract Deficiency Report (Appendix C, Exhibit 18)

Verbal notification of a Contract Deficiency, or issue that the County has observed, will be made to the Contracts Section Manager by the County's Project Monitor as soon as possible whenever a Contract Deficiency is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Contracts Section Manager will determine whether a formal Contract Deficiency Report (Appendix C [Statement of Work Exhibits], Exhibit 18) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contracts Section Manager within three (3) work days, acknowledging the reported Deficiencies or presenting contrary evidence. A plan for correction of all Deficiencies identified in the Contract Deficiency Report shall be submitted to the County's Project Monitor and Contracts Section Manager within three (3) work days. Contractor shall resolve Deficiency within five (5) business days after plan of correction is submitted or a time period mutually agreed upon by County and Contractor.

5.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, (Standard Terms and Conditions) Sub-paragraph 8.1 (Amendments).

CONTRACTOR

6.2 Project Managers

- 6.2.1 Contractor shall provide a full-time Project Managers or designated alternate. County must have access to the Project Managers during all hours, three hundred sixty-five (365) days per year. Contractor shall provide a telephone number where the Project Managers may be reached.
- 6.2.2 Project Managers shall act as a central point of contact for the County. If Project Managers are not available, an alternate must be assigned and notice provided to County at least twenty-four (24) hours prior to Project Managers' absence.
- 6.2.3 Project Managers shall have minimum two (2) years of experience within the last five (5) years managing the day to day operations for the Services proposed under this RFP.
- 5.2.4 Project Managers/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Managers/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3 Personnel

- 6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.3.2 Contractor shall be required to background check their employees as set forth in Appendix A, sub-paragraph 7.4 (Background & Security Investigations), of the Contract.

6.4 Uniforms/Identification Badges

- 6.4.1 Contractor employees assigned to County facilities shall wear professional business attire or appropriate uniform at all times. All uniforms, as required and approved by the Director or designee, will be provided by and at Contractor's expense.

6.4.2 Contractor shall ensure their employees are appropriately identified as set forth in Appendix A, sub-paragraph 7.3 (Contractor's Staff Identification), of the Contract.

6.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.6 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall return calls received by the answering service within two (2) hours of receipt of the call.**

7.0 WORK SCHEDULES

7.1 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Managers for review and approval within three (3) working days prior to scheduled time for work.

8.0 UNSCHEDULED WORK

8.1 The County Project Managers or designees may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

8.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

8.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.

8.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

- 8.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

9.0 PERIOD OF PERFORMANCE

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

10.0 SPECIFIC WORK REQUIREMENTS

I. COMPONENT I: TASKS AND DELIVERABLES FOR ONLINE TRANSACTIONS

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

TASK 1: PROJECT PLANNING AND MANAGEMENT

SUBTASK 1.1: KICK-OFF MEETING

County will schedule a kickoff meeting with Contractor to occur within seven (7) business days of the Effective Date of the Contract to discuss and modify as necessary the initial Component I Project Plan provided by Contractor in Section C.3 of its proposal.

Subtask 1.1 Deliverable: Kickoff meeting within seven (7) business days of the Effective Date of the Contract.

**Meeting will be scheduled within seven (7) days at a mutually agreed upon time and date by County and Contractor and encompass all Project Plans from Components I, II, and III.*

SUBTASK 1.2: REVISED COMPONENT I PROJECT PLAN

(a) Contractor shall prepare a Component I Project Plan ("Plan I") which shall be a comprehensive and detailed Plan I for the System implementation consistent with this Component that includes the following areas:

- Planning and Direction to include timeline of six (6) months to complete the project.
- Staffing and team management with roles and responsibilities.
- Compliance with County, PCI, CISP, SDP, DISC, and EMV data security guidelines.
- Incorporating County's business processes, security and technical requirements as stated in this Component.

(b) Plan I shall include the following:

1. A full organizational chart detailing staff by classification and assignment including the name of Contractor's Project Managers or alternate management staff that will be assigned full-time to this project. Alternate management staff shall possess at least two (2) years of experience in performing similar services. County must have access to Contractor's Project Managers and alternate management staff during normal business hours, Monday through Friday (except legal holidays), 8:00 A.M. to 5:00 P.M., Pacific Time. In addition, provide the escalation procedures and guidelines to be used by the County, as needed.
2. A list of Contractor staff who will be assigned to provide on-site support for the following areas: a) Operations Services; b) Maintenance and Support Services. Include a short description of duties and responsibilities for each staff member.
3. A list of Contractor's milestones, Tasks and subtasks required to successfully complete and deliver on time the System, including the System Software, System Hardware and/or Services, for this Component. Include a Gantt chart that lists all Tasks, start and end dates, responsibilities, assignments, and dependencies. All of the Tasks, subtasks, and Deliverables in this Component shall be included in the list.
4. A list of Tasks and subtasks to be completed by County as requested by Contractor after review and approval by County's Project Director.
5. Without limiting Paragraph 18.37 (Subcontracting) in the body of the Contract, a list of Subcontractors that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that will be provided by Subcontractor(s).
6. Plan to incorporate County's business processes, security and technical requirements.

Subtask 1.2 Deliverable: Plan I, which includes a schedule of individualized Tasks, Subtasks, and Deliverables and other resource planning activities, as described in Subtask 1.2.

SUBTASK 1.3: FINAL COMPONENT I PROJECT PLAN

Contractor shall submit the Final Component I Project Plan ("Plan I"), including attachments defined in this Component, and submit to County within five (5) business days of kickoff meeting.

- (a) County will review Plan I and submit changes to Contractor within five (5) business days of receipt.

- (b) Contractor shall review the changes requested by County and be prepared to reject or approve the changes within forty-eight (48) hours.
- (c) County shall have final approval of Plan I. County will monitor and/or oversee Contractor's progress based on the approved Plan I.
- (d) Updates to Plan I based on the weekly Project Status Reports delivered under Subtask 1.4 will be reviewed and approved by County and, once approved, will be deemed to be included in Plan I originally approved under this Subtask 1.3.

Subtask 1.3 Deliverable: Final Plan I for the implementation of the System.

SUBTASK 1.4: PROJECT MANAGEMENT IMPLEMENTATION

- 1.4.1 During the implementation process, Contractor shall be required to manage project activities and resources, and track project status. This shall include identifying, managing and tracking all issues. Contractor shall report project status on a weekly basis through a Project Status Report. The Project Status Report shall be presented to the County's Project Director and County's Project Managers. The report shall cover, at a minimum, project progress against the Plan, plans and outstanding issues. It shall also include any proposed updates to the Plan.
- 1.4.2 Contractor shall create a System that meets all expectations set forth in this Contract, including the Specifications. Contractor shall be responsible for each step of the System's implementation process and provide an extensive quality assurance process to ensure quality is being met. RR/CC will assist Contractor's Quality Assurance (QA) team member by reviewing and testing System through each step of the process. Contractor will provide the results to County's Project Director through a Project Status Report on a weekly basis throughout the project implementation. Contractor shall notify County's Project Managers within twenty-four (24) hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Managers may request a meeting as deemed necessary with Contractors Project Managers. This Subtask is in addition to the review, which will be conducted under Paragraph 18.13 (County's Quality Assurance Plan) of the Contract.
- 1.4.3 Contractor shall provide a quality control plan to document the processes, practices and procedures to be used in order to measure the adherence to requirements during implementation. This plan shall be utilized during the implementation process and reviewed on an agreed-upon basis.

Subtask 1.4 Deliverables: Weekly Status Reports that cover project progress against Plan I, quality assurance, outstanding issues, and any proposed updates to Plan I.

SUBTASK 1.5: PROJECT MANAGEMENT - POST IMPLEMENTATION SUPPORT

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

In addition, Contractor shall be responsible to monitor the quality assurance platform. RR/CC may assist Contractor's Quality Assurance (QA) team member to ensure quality is being met by reviewing and testing System. Contractor will provide the results to County's Project Director through a Project Status Report on a monthly basis. Contractor shall notify County's Project Managers within twenty-four (24) hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Managers may request a meeting as deemed necessary. This Subtask is in addition to the review, which will be conducted under Paragraph 18.13 (County's Quality Assurance Plan) of the Contract.

Subtask 1.5 Deliverables: 1.5.1 Monthly Project Status Reports for ongoing project management to report any operational, quality assurance and maintenance and support issues.

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

SUBTASK 1.6: QUALITY CONTROL

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

- 1.6.1 An inspection system covering all Services listed in Appendix C (Statement of Work Exhibits), Exhibit 20. It must specify the activities to be inspected on both scheduled or unscheduled basis, frequency of inspections, and the title of the individual(s) who will perform the inspection.
- 1.6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and correction.
- 1.6.3 A method of ensuring uninterrupted service to RR/CC's customers in the event of a strike of the Contractor's employees or any other unusual occurrence (e.g. power loss) which would result in the Contractor being unable to perform the Work.

Subtask 1.6 Deliverable: Quality Control Plan established to ensure quality and continuity of Service.

TASK 2: SYSTEM ANALYSIS AND SITE ASSESSMENT

SUBTASK 2.1: FUNCTIONAL ANALYSIS

In this Task, Contractor shall work with RR/CC's staff to review and validate documented requirements as specified in Appendix C (Statement of Work Exhibits), Exhibits 1 and 2. Contractor shall develop a set of detailed project tasks in two steps. The first step documents (at a high level), the customizations necessary for the System to support RR/CC's business requirements, thereby, defining the project scope. The second step defines the method for completing the functional and technical Tasks to support these requirements.

Contractor shall provide an overview of the System functionality (Refer to Appendix C [Statement of Work Exhibits], Exhibit 1 and subsequent implementation Tasks.

- (a) Review business processes: Contractor shall conduct meetings with County's Project Managers and subject matter experts to assess business needs, business processes and recommend changes, as needed.
- b) Prototyping sessions: Contractor shall conduct prototyping sessions to demonstrate the capabilities of the proposed System to support the RR/CC's documented business requirements (Appendix C [Statement of Work Exhibits], Exhibit 2) using representative RR/CC data. Contractor shall map the RR/CC's requirements and business processes to develop scripts for prototyping. During prototyping sessions, RR/CC staff will be able to test system functionality using valid test credit/debit cards which will be able to update information against a test server and provide live authorization or declines.

Subtask 2.1 Deliverables: **2.1.1 Documentation outlining functional analysis on the customizations for the System including RR/CC's business requirements.**

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

SUBTASK 2.2: TECHNICAL ASSESSMENT

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

Subtask 2.2 Deliverable: **Report on the specifications developed during the Technical Assessment Task. The technical specifications shall include, but not be limited to:**

- **Logical diagrams to depict the deployment of the technical architecture**
- **Data format (XML or JSON)**
- **Logical process and data flowcharts**
- **Wireframe diagrams of application screens**
- **Online architecture (Web and application server)**

- **Operations architecture to support:**
 - **Printing (Ad hoc & Production reports)**
 - **Security**
 - **High Availability**
 - **Data Archiving**
 - **Backup/Restore**
 - **Application Development**
 - **Application Training**
 - **Application Testing**

SUBTASK 2.3: INTERFACE ASSESSMENT

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

- a) System Interface Strategy: Contractor shall analyze the RR/CC's existing JEDI System requirements and identify the Interfaces that will be developed for the implementation. For each Interface, the Deliverable shall address the following areas, where applicable, demonstrating how the Interface will meet the requirements of this Contract, including the Specifications:
 - Name and functional description
 - System source and/or destination
 - Frequency, whether one or two way
 - Whether online or manual
 - Proposed tool(s) to be used for development and implementation
 - Impacts, if any, on conversion, configuration, security and technical architecture
 - Description of the impacted objects
 - File transfer approach and requirements
 - Data management and header / control record requirements
 - Security requirements (e.g. file authentication and verification methodology)
 - Error handling and restart / recover approach
 - Other software components required (e.g. error and exception reports)
 - Proposed tool to be used for development and implementation
 - Interface debit/credit payment transaction to RR/CC's existing JEDI System
 - Testing
 - Transmission details generated from testing.
 - Customer name and card number
 - System results (Acceptance/Rejection)
 - Response times

- b) Contractor shall analyze how to integrate with RR/CC's JEDI System (Refer to Appendix C [Statement of Work Exhibits], Exhibit 4). Strategy to address but not be limited to, the following areas, where applicable, demonstrating how the Interface will meet the requirements of this Contract, including Specifications:
 - Physical assessment of counter/desk space
 - Network assessment

- Interface debit/credit payment transaction to RR/CC's JEDI System
- Testing

c) System Interface Strategy for County's Processing Vendor:

[Note: Proposers need to price with Fidelity Information Services (FIS), County's Processing Vendor, in mind (Refer to Appendix D [Required Forms], Exhibit 11 and Appendix M to the RFP)].

Contractor shall analyze the County's Processing Vendor's Interface requirements (Refer to Appendix M to the RFP) to perform the credit Card payment processing and develop a testing strategy. Strategy will demonstrate, where applicable, how the Interface will meet the requirements of this Contract, including the Specifications.

Subtask 2.3 Deliverables: 2.3.1 Analyze integration endpoints with the existing JEDI System and provide a written report of findings.

2.3.2 Analyze integration endpoints with JEDI System and provide a written report of findings.

Note: Proposers need to price with FIS, County's Processing Vendor, in mind (Refer to Appendix D (Required Forms), Exhibit 11 and Appendix M). Analyze integration with County's Processing Vendor and develop testing strategy.

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

SUBTASK 3.1: WEBSITE DEVELOPMENT, INSTALLATION, AND CONFIGURATION

The Contractor shall develop, install and configure website which has the functionality described in Appendix C (Statement of Work Exhibits), Exhibits 1 and 2 and performs in accordance with the Specifications and otherwise with this Contract.

The webserver and website shall be installed and configured using the Contractor's own hardware, hosted at the Contractor's location, with installation to take place, utilizing Contractor's staff. Contractor shall notify County's Project Managers upon completion of installation.

Subtask 3.1 Deliverables: Develop, install and configure a website which has the functionality described in Appendix C (Statement of Work Exhibits), Exhibits 1 and 2 and performs in accordance with the Specifications and otherwise with this Contract.

SUBTASK 3.2: INTERFACE DEVELOPMENT AND INSTALLATION

- a) Contractor shall develop and install the Interface to RR/CC's existing JEDI System. Contractor's software must extract information from customer's order and place it on

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

- b) Contractor shall develop and install the Interface to RR/CC's existing JEDI System. Interface installation and configuration shall follow the requirements as set forth under Subtasks 2.1 (Functional Analysis), 2.2 (Technical Assessment) and 2.3 (Interface Assessment).

Note: Proposers need to price with FIS, County's Processing Vendor, in mind (Refer to Appendix D [Required Forms], Exhibit 11 and Appendix M).

- c) Contractor shall develop and install the Interface to FIS, County's Processing Vendor, for the credit Card payment processing service. Interface installation and configuration shall follow the requirements set forth in Appendix M and all Tasks 2.1, 2.2, 2.3, 3.1 and 3.2.

Subtask 3.2 Deliverables: **3.2.1 Deliver a complete Interface to RR/CC's existing JEDI System and install and configure to set specifications.**

3.2.2 Deliver a complete Interface to County's Processing Vendor and install and configure to set requirements.

Note: Proposers need to price with FIS, County's Processing Vendor, in mind (Refer to Appendix D [Required Forms], Exhibit 11 and Appendix M to the RFP).

SUBTASK 3.3: INSTALLATION AND CONFIGURATION OF PRINTERS

Contractor shall install and configure printers using the Contractor's own hardware with installation to take place at a pre-arranged time approved by County, utilizing Contractor's staff with the assistance of RR/CC staff, as approved in advance by County's Project Director.

- 1) Laser Printers: Contractor shall install three (3) printers for printing mailing labels for express mail carriers. Contractor shall also provide all consumables required by the printers. Contractor shall keep no less than two (2) spare printers on site, which will ensure less down time and reduce any printing backlog.

Subtask 3.3 Deliverables: Install and configure Workstations which have the functionality described in Appendix C (Statement of Work Exhibits), Exhibits 1 and 2, including required consumables and laser printers to perform in accordance with the Specifications and otherwise with this Contract.

SUBTASK 3.4: DOCUMENTATION

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

The Contractor shall email a copy (PDF format) of the operator user's guide to County's Project Managers, which may be printed or duplicated by the County as needed.

The Contractor shall provide both updated operator's/user's guide and System Documentation as specified in Task 3 when revisions are made to any part of the

System that materially change the Documentation provided prior to the implementation date of such revisions. Revised Documentation shall be provided to the County prior to any major Updates of the System.

Subtask 3.4 Deliverables: 3.4.1 Complete operator's/user's guides and other Documentation for all subtasks under Task 3.0.

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

TASK 4: SECURITY

SUBTASK 4.1: STANDARDS AND GUIDELINES

Contractor and all Work provided by, or on behalf of, Contractor shall comply with (a) all applicable data security standards and guidelines that may be published from time to time by any Card Issuer, or any Card processor including the CISP, PCI, SDP, DISC, and EMV and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) standards periodically published by the County's Chief Information Security Officer (CISO) and provided by County's Project Director to Contractor.

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

Subtask 4.1 Deliverables: 4.1.1 Certified letter of CISP and PCI prior to System's Acceptance and Certification as specified in Subtask 8.3.

4.1.2 Notice within 72 hours of Contractor's decertification and a corrective action plan.

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

SUBTASK 4.2: DATA TRANSFERS AND ONLINE TRANSACTIONS

Data transfers and online transactions shall be implemented using a secure web service platform. In order to protect client data and prevent unauthorized disclosure, Contractor must implement security measures that prevent unauthorized access, parameter manipulation, network eavesdropping, disclosure of configuration data, and message replay. Such measures must include but not limited to the following:

Contractor shall use and maintain cryptographic algorithms and hash functions that conform with Federal Information Processing Standards (FIPS) 197 using a minimum of 256-bit Advanced Encryption Standard (AES) for all data exchanges between County and Contractor. All Online Transactions must be protected by public-key encryption utilizing a secure transport protocol that conforms to standards specified in National Institute of Standards and Technology (NIST) Special Publication 800-52 Revision. Should another encryption standard be required or proposed, then both the County's Project Managers and Contractor shall meet and agree. Any changes to the security level shall be documented in writing.

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

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

Subtask 4.2 Deliverables: 4.2.1 Meet requirement of utilizing SSL of at least 128-bit Triple-DES and maintain SSL certificate.

SUBTASK 4.3: SECURITY RISK AND VULNERABILITY ASSESSMENTS

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

Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 3.3, 4.1, 4.2, and 5 of this Component. Contractor will conduct annual security assessments and prepare a written report of such assessment that includes the components and

devices involved in the processing of a transaction end-to-end, written code, techniques used and identification of any potential vulnerabilities and risks. The report(s), at a minimum, should depict the gaps between the current and desired state. Additionally, in connection with each security assessment described above, Contractor shall provide County a letter certifying that the System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2 (Acceptance Testing) and annually thereafter on the anniversary of the Effective Date.

- Subtask 4.3 Deliverables:***
- 4.3.1 Conduct a System security risks and vulnerabilities assessment and provide a written report of findings.***
 - 4.3.2 Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 3.3, 4.1, 4.2, and 5.0 of this Component.***
 - 4.3.3 Provide annual security assessments and written reports of assessment on the anniversary of Effective Date. The report must include an action plan that addresses the remediation and/or mitigation of all "high-risk" items. The remaining items must be addressed, in terms of the Contractors intention to remediate and/or mitigate based upon an agreed upon timeframe.***
 - 4.3.4 Provide a certified letter that System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2.***
 - 4.3.5 Annually thereafter on the anniversary of the Effective Date provide a certified letter that System is CISP and PCI compliant.***

SUBTASK 4.4: RECORDS RETENTION, STORAGE, PROTECTION, AND TRANSFER OF DATA

Contractor shall be responsible for retention and unlimited storage of all data created in the System for the duration of the Contract. Data can only be deleted or archived by the Contractor's electronic System, if and when given expressed prior written authorization by the RR/CC. The County retains full rights to control the transfer, deletion, or archiving of all records and Data obtained through the course of this Contract.

If the contract expires, and at any time during the life of the Contract, the RR/CC has the right to receive the electronic data in the form of a mutually agreed upon export file which contains all data elements in all forms filed as well as all notices sent, and all transactions of any type created during the life of the contract. Any and all transfers of data must fully encrypt the export file(s) to protect any sensitive information, or redacted data, from possible exposure.

The RR/CC reserves the right to request the Contractor to make available, at any time during the course of the contract, the records and data stored in Contractor's premises

within an agreed upon period of response, which may be within 24-to-48 hours for special reporting or requests, or on a continuous basis such as weekly, monthly, and annually.

If personal information and/or confidential information are placed/stored on any portable computing or storage device, all such information shall be encrypted, unless not feasible and compensating controls that have been approved by the RRCC are implemented.

In the event a portable computing or storage device is lost or stolen and the stored data is not encrypted, the RRCC shall be notified within one (1) hour of detection of the data breach/theft and shall be able to provide notification to the affected persons/entities in accordance with BOS Policy.

When it is determined that personal information and/or confidential information needs to be placed/stored on a portable computing or storage device, every effort shall be taken to minimize the amount of information stored on the device. Additionally, if feasible, such information shall be abbreviated or redacted to limit exposure (e.g., last four (4) digits of a Social Security number).

- Subtask 4.4 Deliverables:**
- 4.4.1 Report security incidents within one (1) hour of information security incident notification/identification to the County's Project Managers.**
 - 4.4.2 List and description of data stored and maintained off-site and software used to encrypt the data. If data cannot be encrypted, submit written documentation of compensating controls.**

SUBTASK 4.5: NOTIFICATION – REPORTS OF SECURITY INCIDENTS

Contractor shall report to County in writing any information security incident within one (1) hour of identification or notification of incident. As used herein, an information security incident means any breach or other incident which could reasonably compromise the confidentiality, integrity, or availability of any data or other information relating to Cardholders.

Contractor shall additionally provide information security incident reports and assessments for all incidents that may potentially affect County within two (2) hours.

- Subtask 4.5 Deliverables:**
- 4.5.1 Report security incidents within one (1) hour of information security incident notification/identification to the County's Project Managers.**
 - 4.5.2 Provide information security incident reports and assessments of all incidents within timeframe specified to the County's Project Managers within two (2) hours.**

TASK 5: REPORTS

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

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

TASK 6: OPERATIONAL READINESS ASSESSMENT (TECHNICAL)

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

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

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

- Task 6 Deliverable:** **Completed a checklist for verifying the readiness of the System's operations and technical infrastructure, and assist RR/CC staff in completing the operational checklist.**

TASK 7: OPERATIONAL READINESS ASSESSMENT (END USER)

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

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

Task 7 Deliverable: *Provide a completed checklist validating the readiness of the System's End User community.*

TASK 8: ACCEPTANCE TESTING AND ACCEPTANCE CERTIFICATION

SUBTASK 8.1: ACCEPTANCE TEST PLAN

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

RR/CC will create test scripts, in conjunction with Contractor, to test each functional requirement listed in Appendix C (Statement of Work Exhibits), Exhibits 1 and 2 and any other Specifications for System. Each script shall identify the expected results and performance of each function being tested and RR/CC will determine if the function is being executed correctly. Contractor shall assist RR/CC staff in the development and execution of test scripts and provide information to facilitate completion of System Acceptance Testing.

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

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

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

Subtask 8.1 Deliverable: *If determined by County, assist County in development of an Acceptance Test Plan identifying anomalies and taking corrective action.*

SUBTASK 8.2: ACCEPTANCE TESTING

County conducts Acceptance Testing with assistance of Contractor based on Acceptance Test Plan.

Subtask 8.2 Deliverable: Assist in conducting Acceptance Testing based on Acceptance Test Plan if determined by County.

SUBTASK 8.3: SYSTEM ACCEPTANCE CERTIFICATE

System operates in Production Use for fifteen (15) consecutive days without Deficiencies.

Pursuant to Paragraph 12.0 (System Tests and Acceptance By County) in the body of the Contract, upon County's Project Director's determination of System Acceptance as specified to this Component, County will issue a written Certificate of Acceptance within 30 days of County's Project Director's determination.

Subtask 8.3 Deliverable: Contractor's System must operate in Production Use for fifteen (15) consecutive days without Deficiencies prior to obtaining Certificate of Acceptance.

TASK 9: MAINTENANCE AND SUPPORT SERVICES

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

SUBTASK 9.1: MAINTENANCE AND SUPPORT

- 9.1.1 Contractor must correct any Deficiencies, at any level of severity, in the System Software, System Hardware and Services including communication/data lines within twenty-four (24) hours of discovery or notification by RR/CC.
- 9.1.2 Contractor shall provide ongoing maintenance as indicated in Paragraph 8.0 (Maintenance and Support Services; Operations Services) of the Contract.
- 9.1.3 Contractor's Payment processing services must be highly available (99.9%), fully redundant, and capable of processing transactions during each Day, with the exception of scheduled maintenance.
- 9.1.4 Contractor shall provide Transaction roundtrip processing (request, determination, and response) Authorization time not to exceed one (1) second response time for website and RR/CC site.
- 9.1.5 Contractor shall provide written notification to County of scheduled maintenance and Updates that impact System no less than one (1) calendar week prior to commencement for County approval. County reserves the right

to approve or disapprove the maintenance scheduled based on RR/CC business needs. County will not unreasonably withhold approval.

- 9.1.6 Contractor shall perform scheduled maintenance between the hours of 12:00 A.M. and 5:00 A.M., Pacific Time, as required. Updates and Custom Programming Modifications are not considered maintenance and as needed, RR/CC will schedule time for such services.
- 9.1.7 Contractor to provide written notification of regular Update no less than three (3) months prior to planned deployment in production if it requires County to modify the System. All Updates require the approval of County's Project Director.
- 9.1.8 Contractor to provide County a test environment and no less than one (1) month acceptance testing window prior to deployment of any major Update.
- 9.1.9 Contractor shall provide up-to-date written product Specifications within two (2) business days of every Update and Custom Programming Modification (includes all Contractor's Specifications and other Documentation).
- 9.1.10 Contractor shall provide periodic Updates to System Software as indicated in Appendix A, Paragraph 8.0 (Maintenance, Updates and Professional Services) of the Contract. Updates may result from new laws mandated by State or Federal statutes. County may also require Custom Programming Modifications to System Software to meet internal needs.
- 9.1.11 Contractor shall back up County Data (including digital documents as well as order information) on a quarterly basis on a mutually agreed upon media with Card number limited as required by applicable law, Data Security Guidelines, and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations at interval to maintain System recoverability.
- 9.1.12 Contractor shall store at least twelve (12) months of live (as opposed to test) County Data encrypted in 256-bit AES before archiving and provide County access to archived data via Compact Disc-Recordable (CD-R) or mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.
- 9.1.13 Contractor shall store archived data encrypted in 256-bit AES for at least five (5) years from termination or expiration of Contract. At end of such time, Contractor, at County's sole discretion and as permissible by Card Issuer, Card processor and Association Rules and applicable law, shall return said data to the County. Any changes to the encryption standard used must be agreed upon by both Contractor and the County's Project Managers.
- 9.1.14 Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law, Data Security

Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.

- 9.1.15 Toll free access telephone number to live technical support staff or via e-mail for assistance with any Contractor-owned equipment, including, but not limited to, computer, printer, Express courier\regular mail scanner, software, authentication services, phone lines, and specific customizations, Monday through Saturday, 7:00 A.M. to 8:00 P.M., Pacific Time.
- 9.1.16 Staff of programmers, developers, analysts, web specialists, telecommunications and e-commerce experts to assist County as needed.
- 9.1.17 Support services and support management for any software required to connect to remote Workstations located at RR/CC.
- 9.1.18 Notification in writing to County's designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified. The response time is as follows:
- Critical or serious production problem shall not exceed thirty (30) minutes.
 - Others shall not exceed twelve (12) hours.
- In all circumstances, resolution shall be completed within forty-eight (48) hours after incident is identified.
- 9.1.19 Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 8:00 A.M. to 5:00 P.M., Pacific Time. Reply e-mails shall not be automatically generated responses, but should provide custom response to question or situation.
- 9.1.20 Provide onsite support to repair System Hardware at RR/CC headquarters and district offices during normal business hours, Monday through Friday 8:00 A.M. to 5:00 P.M., except on County-recognized holidays (Refer to Appendix C, Exhibit 16).

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

SUBTASK 9.2: SUPPORT SERVICES FOR OPERATIONS (CUSTOMER)

Contractor shall provide technical support 24 hours a day, 7 days a week, and 365/366 days a year to assist customers placing orders via the Internet, toll-free telephone line or fax.

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

- Subtask 9.3 Deliverables:**
- 9.2.1 Provide customer operational and technical support via phone, fax, or email, 24/7.**
 - 9.2.2 Contractor shall adhere to hold time requirement not to exceed three (3) minutes and provide a monthly Project Status Report.**
 - 9.3.3 Contractor shall report on customer complaints and corrective action through the Project Status Report on a monthly basis.**

SUBTASK 9.3: CUSTOM PROGRAMMING MODIFICATIONS

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

- 1) For each Custom Programming Modification, the requesting Party, County or Contractor, shall submit a written request, Appendix C (Statement of Work Exhibits), Exhibit 19 of the Contract, to the other Party.
- 2) Contractor shall develop a System Design Report which includes:
 - a) Expected implementation duration
 - b) Design specification
 - c) System impact: database, user Interface, training, etc.
- 3) Contractor shall submit System Design Report to County for review and approval. Upon approval of the System Design Report by County Project Director, Contractor shall develop a Project Plan in accordance with Task 1 (Project Planning and Management).
- 4) At the sole option of County's Project Director, each System component shall be subject to Acceptance Testing. Contractor shall assist in developing test plans and conducting Acceptance Tests.

- Subtask 9.3 Deliverables:**
- 9.3.1 Develop and submit a System Design Report for requested Custom Programming Modification.**
 - 9.3.2 Develop a Project Plan for the completion of approved Custom Programming Modification.**
 - 9.3.3 Complete approved Custom Programming Modifications.**
 - 9.3.4 If required by County's Project Director, develop test plans and conduct Acceptance Tests.**

TASK 10: TRAINING

SUBTASK 10.1: END USER TRAINING MATERIALS

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

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

Subtask 10.1 Deliverable: Training Needs Assessment, a plan, and materials for End Users training.

SUBTASK 10.2: ON-SITE TRAINING

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

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

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

TASK 11: OPERATIONS SERVICES

SUBTASK 11.1: OPERATIONS

Contractor shall provide Operations Services commencing when Work starts on Subtask 8.3 to work with RR/CC's staff to monitor the System processing in the RR/CC's production environment. Operation Services are specified in Appendix C (Statement of Work Exhibits), Exhibit 2 to this Component.

Subtask 11.1 Deliverable: Provide Operations Services outlined in Subtask 11.1.

SUBTASK 11.2: ADDITIONAL TRAINING

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

Subtask 11.2 Deliverable: *Provide additional in person training classes within five (5) days of County request with same deliverables as listed in Task 10.0.*

II. COMPONENT II: TASKS AND DELIVERABLES FOR IN-PERSON TRANSACTIONS

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

TASK 1: PROJECT PLANNING AND MANAGEMENT

SUBTASK 1.1: KICK-OFF MEETING

County will schedule a kickoff meeting with Contractor to occur within seven (7) business days of the Effective Date of the Contract to discuss and modify as necessary the Initial Project Plan provided by Contractor in Section C.3 of its proposal.

Subtask 1.1 Deliverable: *Kickoff meeting within seven (7) business days of the Effective Date of the Contract.*

**Meeting will be scheduled within seven (7) days at a mutually agreed upon time and date by County and Contractor and encompass all Project Plans from Components I, II, and III.*

SUBTASK 1.2: REVISED COMPONENT II PROJECT PLAN

(a) Contractor shall prepare a Component II Project Plan ("Plan II") which shall be a comprehensive and detailed Plan II for the System implementation consistent with this Component that includes the following areas:

- Planning and Direction to include timeline of three (3) months to complete the project.
- Staffing and Team Management with roles and responsibilities.
- Compliance with County Data Security Guidelines.
- Incorporating County's business processes, security and technical requirements as stated in this Component.

(b) Plan II shall include the following:

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

2. A list of Contractor staff who will be assigned to provide on-site support for the following areas: a) Operations Services; b) Maintenance and c) Support Services. Include a short description of duties and responsibilities for each staff member.
3. A list of Contractor's milestones, Tasks and subtasks required to successfully complete and deliver on time the System, including the System Software, System Hardware and/or Services for this Component. Include a Gantt chart that lists all Tasks, start and end dates, responsibilities, assignments, and dependencies. At a minimum, all of the Tasks, subtasks, and Deliverables in this Component shall be included in the list.
4. A list of Tasks and subtasks to be completed by County as requested by Contractor after review and approval by County's Project Director.
5. Without limiting Paragraph 18.37 (Subcontracting) in the body of the Contract, a list of Subcontractors that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that will be provided by Subcontractor(s).
6. Plan to incorporate County's business processes, security and technical requirements.

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

SUBTASK 1.3: FINAL COMPONENT II PROJECT PLAN

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

- (a) County will review Plan II and submit changes to Contractor within five (5) business days of receipt.
- (b) Contractor shall review the changes requested by County and be prepared to reject, with explanation, or approve the changes within forty-eight (48) hours.
- (c) County shall have final approval of Plan II. County will monitor/oversee Contractor's progress based on the approved Plan II.
- (d) Updates to Plan II, based on the weekly Project Status Reports delivered under Subtask 1.4, will be reviewed and approved County and, once approved, will be deemed to be included in Plan II originally approved under this Subtask 1.3.

Subtask 1.2 Deliverable: Final Project Plan for the implementation of the System.

SUBTASK 1.4: PROJECT MANAGEMENT - IMPLEMENTATION

- 1.4.1 During the implementation process, Contractor shall be required to manage project activities and resources and track project status. This shall include identifying, managing and tracking all issues. Contractor shall report project status on a weekly basis through a Project Status Report. The Project Status Report shall be presented to the County's Project Director and County's Project Managers. The report shall cover, at a minimum, project progress against the Plan, possible risks, risk mitigation plans, and outstanding issues. It shall also include any proposed updates to the Plan.
- 1.4.2 Contractor shall create a System that meets all expectations set forth in this Contract, including the Specifications. Contractor shall be responsible for each step of the System's implementation process and provide an extensive quality assurance process to ensure quality is being met. RR/CC will assist Contractor's Quality Assurance (QA) team member by reviewing and testing System through each step of the process. Contractor will provide the results to County's Project Director through a Project Status Report on a weekly basis throughout the project implementation. Contractor shall notify County's Project Managers within 24 hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Managers may request a meeting as deemed necessary with Contractor's Project Managers. This Subtask is in addition to the review, which will be conducted under Paragraph 18.13 (County's Quality Assurance Plan) in the Contract.
- 1.4.3 Contractor shall provide a quality control plan to document the processes, practices and procedures to be used in order to measure the adherence to requirements during implementation. This plan shall be utilized during the implementation process and reviewed on an agreed-upon basis.

Subtask 1.4 Deliverables: Weekly Project Status Reports that cover project progress against Plan II, plans, quality assurance, outstanding issues and any proposed updates to Plan II.

SUBTASK 1.5: PROJECT MANAGEMENT – POST-IMPLEMENTATION SUPPORT

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

In addition, Contractor shall be responsible to monitor the quality assurance platform. RR/CC may assist Contractor's Quality Assurance (QA) team member to ensure quality is being met by reviewing and testing. System Contractor will provide the results to County's Project Director through a Project Status Report on a monthly basis, Contractor shall notify County's Project Managers within twenty-four (24) hours of any

issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification.

County's Project Managers may request a meeting as deemed necessary. This Subtask is in addition to the review, which will be conducted under Paragraph 18.13 (County's Quality Assurance Plan) of the Contract.

Subtask 1.5 Deliverables: 1.5.1 Monthly Project Status Reports for ongoing project management to report any operational, quality assurance and maintenance, and support issues.

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

SUBTASK 1.6: QUALITY CONTROL

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

- 1.6.1 An inspection process covering all Services listed in the RFP Appendix C (Statement of Work Exhibits), Exhibit 20 of the Contract. It must specify the activities to be inspected on both scheduled or unscheduled basis, frequency of inspections and the title of the individual(s) who will perform the inspection.
- 1.6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and correction.
- 1.6.3 A method of ensuring uninterrupted service to RR/CC's customers in the event of a strike of the Contractor's employees or any other unusual occurrence (e.g. power loss) which would result in the Contractor being unable to perform the Work.

Subtask 1.6 Deliverable: Control Plan established to ensure quality and continuity of Service.

TASK 2: SYSTEM ANALYSIS AND SITE ASSESSMENT

SUBTASK 2.1: FUNCTIONAL ANALYSIS

In this Task, Contractor shall work with RR/CC's staff to review and validate documented requirements as specified in Appendix C (Statement of Work Exhibits), Exhibits 5 and 6. Contractor shall develop a set of detailed project tasks in two steps. The first step documents at a high level the customizations necessary for the System to support RR/CC's business requirements, thereby, defining the project scope. The second step defines the method for completing the functional and technical Tasks to support these requirements.

Contractor shall provide an overview of the System functionality (Refer to Appendix C [Statement of Work Exhibits], Exhibit 5 and subsequent implementation Tasks.

- (a) Review business processes: Contractor shall conduct meetings with County's Project Managers and subject matter experts to assess business needs, business processes and recommend changes, as needed.
- d) Prototyping sessions: Contractor shall conduct prototyping sessions to demonstrate the capabilities of the proposed System to support the RR/CC's documented business requirements (Appendix C [Statement of Work Exhibits], Exhibit 6) using representative RR/CC data. Contractor shall map the RR/CC's requirements and business processes to develop scripts for prototyping. During prototyping sessions, RR/CC staff will be able to test system functionality using valid test credit/debit cards which will be able to update information against a test server and provide live authorization or declines.

Subtask 2.1 Deliverables: **2.1.1 Documentation outlining functional analysis on the customizations for the System including RR/CC's business requirements.**

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

SUBTASK 2.2: TECHNICAL ASSESSMENT

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

Subtask 2.2 Deliverable: **Report on the specifications developed during the Technical Assessment Task. The technical specifications shall include, but not be limited to:**

- **Logical diagrams to depict the deployment of the technical architecture.**
- **Data format (Extensible Markup Language [XML] or JavaScript Object Notation [JSON]).**
- **Logical process and data flowcharts.**
- **Wireframe diagrams of application screens.**
- **Online architecture (Web and application server).**
- **Operations architecture to support:**
 - **Printing (Ad hoc & Production reports)**
 - **Security**
 - **High Availability**
 - **Data Archiving**
 - **Backup/Restore**
 - **Application Development**
 - **Application Training**
 - **Application Testing**

SUBTASK 2.3: INTERFACE ASSESSMENT

In this Task, Contractor shall analyze how to integrate its System with RR/CC's JEDI System (Refer to Appendix C, Component II JEDI System Interface). Strategy should include, but not be limited to, the following areas, where applicable, demonstrating how the Interface will meet the requirements of this Contract, including the Specifications:

- Physical assessment of counter/desk space
- Communication/data line assessment
- Interface credit payment transaction to RR/CC's JEDI System
- Testing

Subtask 2.3 Deliverable: Analyze integration with RR/CC's JEDI System and provide a written report of findings.

TASK 3: INSTALLATION AND CONFIGURATION FOR SYSTEM SOFTWARE AND SYSTEM HARDWARE

SUBTASK 3.1: INSTALLATION AND CONFIGURATION OF TERMINALS

The Contractor shall install and configure Terminals which have the functionality described in Appendix C, Component II Functional Requirements and Appendix C, Component II Business Requirements and perform in accordance with the Specifications and otherwise with this Contract.

The Terminals shall be installed and configured using the Contractor's own hardware with installation to take place at a pre-arranged time approved by County, utilizing Contractor's staff with the assistance of RR/CC staff, as approved in advance by County's Project Director. The Terminals shall be installed at the following designated areas:

| PUBLIC COUNTER TERMINAL LOCATION | PUBLIC COUNTER TERMINAL QUANTITY |
|---|---|
| Birth, Death, and Marriage | 10 |
| District Offices | 34 |
| Business Filings and Registrations | 6 |
| Document Analysis and Recording | 12 |
| Marriage License Unit | 5 |
| TOTAL | 67 |

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

Each Terminal shall be set up to include:

- 1) Dedicated and secure network connection to Contractor for authorization. (This will be negotiated in terms of communication capability between RR/CC and Contractor)
- 2) Terminal to read Card information electronically. If Terminal is unsuccessful in reading Card electronically, RR/CC must have the capability to enter Card number manually.
- 3) Remote Terminal key pad for customers to enter their personal identification number (PIN) code. Keypads must reach outside the security glass for customer accessibility.
- 4) Receipt printer.

Subtask 3.1 Deliverable: Install and configure the Terminals which have the functionality described in Appendix C (Statement of Work Exhibits), Exhibits 5 and 6 and perform in accordance with the Specifications and otherwise with this Contract.

SUBTASK 3.2: INTERFACE DEVELOPMENT AND INSTALLATION TO JEDI SYSTEM

Contractor will allow for credit card terminal to Interface with JEDI System developed by RR/CC (see Appendix C, Component II JEDI System Interface). The Interface should be standardized and agreed upon by both the Contractor and the Project Director for the RR/CC. The terminal Application Programming Interface (API) will be documented and allow for standard calls by client-server applications.

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

Subtask 3.2 Deliverable: Complete and document Interface to the RR/CC's existing JEDI System, including installation and configuration to set requirements.

SUBTASK 3.3: DOCUMENTATION

Contractor shall provide operator's/user's guide and other documentation for the development, installation and configuration of Terminals, Interfaces and Workstations as specified in the other subtasks to this Task 3.

The Contractor shall email a copy (Portable Document Format [PDF] format) of the operator user's guide to County's Project Managers, which may be printed or duplicated by the County.

The Contractor shall provide both updated operator's/user's guide and other System Documentation as specified in Task 3 when revisions are made to any part of the System that materially change the Documentation provided prior to the implementation

date of such revisions. Revised Documentation shall be provided to the County prior to any major Updates of the System.

Subtask 3.3 Deliverables: **3.3.1 Complete operator's/user's guide and other Documentation for all Subtasks under Task 3.0.**

3.3.2 Updated operator's/user's guide and other Documentation.

TASK 4: SECURITY

SUBTASK 4.1: STANDARDS AND GUIDELINES

Contractor and all Work provided by, or on behalf of, Contractor shall comply with (a) all applicable data security standards and guidelines that may be published from time to time by any Card Issuer, or any Card processor including the CISP, PCI, SDP, DISC, and EMV and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) standards periodically published by the County's Chief Information Security Officer (CISO) and provided by County's Project Director to Contractor.

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

Subtask 2.1 Deliverables: **4.1.1 Certified letter of CISP and PCI prior to System's Acceptance and Certification as specified in Subtask 8.3.**

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

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

SUBTASK 4.2: SECURITY RISK AND VULNERABILITY ASSESSMENTS

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

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

- Subtask 4.2 Deliverables:**
- 4.2.1 Conduct a System security risks and vulnerabilities assessment and provide a written report of findings.**
 - 4.2.2 Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 4.1, 4.2, and 5.0 of this Component.**
 - 4.2.3 Provide annual security assessments and written reports of assessment on the anniversary of Effective Date. The report must include an action plan that addresses the remediation and/or mitigation of all “high-risk” items. The remaining items must be addressed, in terms of the Contractors intention to remediate and/or mitigate based upon an agreed upon timeframe.**
 - 4.2.4 Provide a certified letter that System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2.**
 - 4.2.5 Annually thereafter, on the anniversary of the Effective Date, Contractor shall provide a certified letter that System is CISP and PCI compliant.**

SUBTASK 4.3: RECORDS RETENTION, STORAGE, PROTECTION, AND TRANSFER OF DATA

Contractor shall be responsible for retention and unlimited storage of all data created in the System for the duration of the Contract. Data can only be deleted or archived by the Contractor’s electronic System, if and when given expressed prior written authorization by the RR/CC. The County retains full rights to control the transfer, deletion, or archive of all records and Data obtained through the course of this Contract.

If the contract expires, and at any time during the life of the Contract, the RR/CC has the right to receive the electronic data in the form of a mutually agreed upon export file which contains all data elements in all forms filed as well as all notices sent, and all transactions of any type created during the life of the contract. Any and all transfers of data must fully

encrypt the export file(s) to protect any sensitive information, or redacted data, from possible exposure.

The RR/CC reserves the right to request the Contractor to make available, at any time during the course of the contract, the records and data stored in Contractor's premises within an agreed upon period of response, which may be within 24-to-48 hours for special reporting or requests, or on a continuous basis such as weekly, monthly, and annually.

If personal information and/or confidential information are placed/stored on any portable computing or storage device, all such information shall be encrypted, unless not feasible and compensating controls that have been approved by the RRCC are implemented.

In the event a portable computing or storage device is lost or stolen and the stored data is not encrypted, the RRCC shall be notified within one (1) hour of detection of the data breach/theft and shall be able to provide notification to the affected persons/entities in accordance with BOS Policy.

When it is determined that personal information and/or confidential information needs to be placed/stored on a portable computing or storage device, every effort shall be taken to minimize the amount of information stored on the device. Additionally, if feasible, such information shall be abbreviated or redacted to limit exposure (e.g., last four (4) digits of a Social Security number).

- Subtask 4.3 Deliverables:***
- 4.3.1 Report security incidents within one (1) hour of information security incident notification/identification to the County's Project Managers.***
 - 4.3.2 List and description of data stored and maintained off-site and software used to encrypt the data. If data cannot be encrypted, submit written documentation of compensating controls.***

SUBTASK 4.4: NOTIFICATION OF SECURITY INCIDENTS

Contractor shall report to County in writing any information security incident within one (1) hour of identification or notification of incident. As used herein, an information security incident means any breach or other incident, which could reasonably compromise the confidentiality, integrity, or availability of any data or other information relating to Cardholders.

Contractor shall additionally provide information security incident reports and assessments for all incidents that may potentially affect County within two (2) hours.

- Subtask 4.4 Deliverables:***
- 4.4.1 Report security incidents within one (1) hour of information security incident notification/identification to the County's Project Managers.***

4.4.2 Provide information security incident reports and assessments of all incidents within timeframe specified to the County's Project Managers within two (2) hours.

TASK 5: REPORTS

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

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

TASK 6: OPERATIONAL READINESS ASSESSMENT (TECHNICAL)

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

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

Contractor shall assist RR/CC's staff in completing the operational checklist and the corrective actions to achieve readiness as defined in the checklist.

- Task 6 Deliverable:** **Completed checklist for verifying the readiness of the System's operations and technical infrastructure, and assist RR/CC's staff in completing the operational checklist.**

TASK 7: OPERATIONAL READINESS ASSESSMENT (END USER)

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

- Integration with RR/CC's JEDI System.
- Updated departmental processes, policies and procedures.
- Staff trained in accordance with goals in the End User Training Plan.
- Established toll free access telephone number and email address for real time technical support staff.

Task 7 Deliverable: Provide a completed checklist validating the readiness of the System's End User community.

TASK 8: ACCEPTANCE TESTING AND ACCEPTANCE CERTIFICATION

SUBTASK 8.1: ACCEPTANCE TEST PLAN

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

RR/CC will create test scripts, in conjunction with Contractor, to test each functional requirement listed in Appendix C (Statement of Work Exhibits), Exhibits 5 and 6 in each case, and any other Specifications for System. Each script shall identify the expected results and performance of each function being tested, and RR/CC will determine if the function is being executed correctly. Contractor shall assist RR/CC staff in the development and execution of test scripts and provide information to facilitate completion of System Acceptance Testing.

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

8.1.1 Running tests on Card payments using the Terminals.

8.1.2 Conducting a full end-to-end System test and certifying readiness of System for County Acceptance.

Task 8.1 Deliverables: If determined by County, assist County in development of an Acceptance Test Plan identifying anomalies and taking corrective action.

SUBTASK 8.2: ACCEPTANCE TESTING

County conducts Acceptance Testing with assistance of Contractor based on Acceptance Test Plan.

Task 8.2 Deliverables: *Assist in conducting Acceptance Testing based on Acceptance Test Plan if determined by County.*

SUBTASK 8.3: SYSTEM ACCEPTANCE CERTIFICATE

System operates in Production Use for fifteen (15) consecutive days without Deficiencies.

Pursuant to Paragraph 12.0 (System Tests and Acceptance By County) in the body of the Contract, upon County's Project Director's determination of System Acceptance as specified to this Component, County will issue a written Certificate of Completion within (thirty (30) days of County's Project Director's determination.

Task 8.3 Deliverables: *Contractor's System must operate in Production Use for fifteen (15) consecutive days without Deficiencies prior to obtaining Certificate of Completion.*

TASK 9: MAINTENANCE SERVICES AND SUPPORT SERVICES

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

SUBTASK 9.1: MAINTENANCE AND SUPPORT

- 9.1.1 Contractor must correct any Deficiencies, at any level of severity, in the System Software, System Hardware and Services including Card Terminals and Workstations with communication/data lines and Digital Subscriber Line (DSL), in accordance with the specified severity level.
- 9.1.2 Contractor shall provide ongoing maintenance as indicated in Paragraph 8.0 (Maintenance, Updates and Professional Services) of the Contract.
- 9.1.3 Contractor's Payment processing services must be highly available (99.9%), fully redundant and capable of processing transactions, Monday through Friday 7:00 A.M. to 8:00 P.M., with the exception of scheduled maintenance.
- 9.1.4 Contractor shall provide Transaction roundtrip processing (request, determination, and response) Authorization time which must not exceed one (1) second response time for website and RR/CC site.
- 9.1.5 Contractor shall provide written notification to County of scheduled maintenance and Updates that impact System no less than one (1) calendar week prior to scheduled commencement for County approval. County reserves the right to approve or disapprove the maintenance scheduled based on RR/CC business needs. County will not unreasonably withhold approval.
- 9.1.6 Contractor shall perform scheduled maintenance between the hours of 12:00 A.M. and 5:00 A.M., Pacific Time, as required. Updates and Custom

Programming Modifications are not considered maintenance and as needed, RR/CC will schedule time for such services.

- 9.1.7 Contractor to provide written notification of regular Updates no less than three months prior to planned deployment in production if it requires County to modify the System. All Updates require the approval of County's Project Director.
- 9.1.8 Contractor to provide County a test environment and no less than one (1) month acceptance testing window prior to deployment of any major Update.
- 9.1.9 Contractor shall provide up-to-date written product Specifications within two (2) business days of every Update and Custom Programming Modification (including all Contractor's Specifications and other Documentation).
- 9.1.10 Contractor shall provide periodic Updates to System Software as indicated in Appendix A, Paragraph 8.0 (Maintenance, Updates and Professional Services) of the Contract. Updates may result from new laws mandated by State or Federal statutes. County may also require Custom Programming Modifications to System Software to meet internal needs.
- 9.1.11 Contractor shall back up County Data (including Card information) on a quarterly basis on a mutually agreed upon media with Card number limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, Card processor rules and regulations, and Pin-Based Debit Network rules and regulations at interval to maintain System recoverability.
- 9.1.12 Contractor shall store at least 12 months of live County Data encrypted in 256-bit AES before archiving and provide County access to archived data via CD-R or mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.
- 9.1.13 Contractor shall store archived data encrypted in 256-bit AES for at least five (5) years from termination or expiration of Contract. At end of such time, Contractor, at County's sole discretion and as permissible by Card Issuer, Card processor and Association Rules and applicable law, shall return said data to the County. Any changes to the encryption standard used must be agreed upon by both Contractor and the County's Project Managers.
- 9.1.14 Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, Card processor rules and regulations, and Pin-Based Debit Network rules and regulations.
- 9.1.15 Toll free access telephone number to live technical support staff or via e-mail for assistance with any Contractor owned equipment, including,, but not limited to, terminals, printers, software, communication/data lines, and specific

customizations, Monday through Friday, 7:00 A.M. to 8:00 P.M., Pacific Time.

- 9.1.16 Support services and support management for any software required to connect to remote Workstations located at RR/CC.
- 9.1.17 Notification in writing to County's designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified. RR/CC will determine the severity level of the incident. The response time is as follows:
- Critical or serious production problem shall not exceed thirty (30) minutes.
 - Others shall not exceed twelve (12) hours.

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

- 9.1.18 Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 7:00 A.M. to 8:00 P.M., Pacific Time. Reply e-mails shall not be automatically generated responses, but should provide custom response to question.
- 9.1.19 Provide onsite support to repair System Hardware at RR/CC headquarters and district offices during normal business hours, Monday through Friday 8:00 A.M. to 5:00 P.M. except on County-recognized holidays (Refer to Appendix C, County Holidays).

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

SUBTASK 9.2: CUSTOM PROGRAMMING MODIFICATIONS

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

- 1) For each Custom Programming Modification, the requesting Party, County or Contractor, shall submit a written request, Appendix C (Statement of Work Exhibits), Exhibit 19 of the Contract to the other Party.
- 2) Contractor shall develop a System Design Report which includes:
 - a. Expected implementation duration
 - b. Design specification
 - c. System impact: database, user Interface, training etc.
- 3) Contractor shall submit System Design Report to County for review and approval. Upon approval of the System Design Report by County Project Director, Contractor

shall develop a Project Plan in accordance with Task 1 – Project Planning and Management.

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

- Subtask 9.2 Deliverables:**
- 9.2.1 Develop and submit a System Design Report for requested Custom Programming Modification.**
 - 9.2.2 Develop a Project Plan for the completion of approved Custom Programming Modification.**
 - 9.2.3 Complete approved Custom Programming Modifications.**
 - 9.2.4 Develop test plans and conduct Acceptance Tests.**

TASK 10: TRAINING

SUBTASK 10.1: END USER TRAINING PLAN AND MATERIALS

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

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

Task 10.1 Deliverables: **Training Needs Assessment and a plan and materials for End User training.**

SUBTASK 10.2: ON-SITE TRAINING

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

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

Task 10.2 Deliverable: **Contractor shall conduct onsite training classes to include topics indicated in Subtask 10.2.**

TASK 11: OPERATIONS SERVICES

SUBTASK 11.1: OPERATIONS

Contractor shall provide Operations Services, commencing when Work starts on Subtask 8.3 (System Acceptance Certificate), to work with RR/CC's staff to monitor the System processing in the RR/CC's production environment. Operation Services are specified in Appendix C (Statement of Work Exhibits), Exhibit 6.

Task 11.1 Deliverable: *Provide Operations Services as specified in Appendix C (Statement of Work Exhibits), Exhibit 6.*

SUBTASK 11.2: ADDITIONAL TRAINING

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

Task 11.2 Deliverable: *Provide additional in person training classes within five (5) days of County request with same deliverables as listed in Tasks 11.*

III. COMPONENT III: TASKS AND DELIVERABLES FOR CARD NOT PRESENT TRANSACTIONS

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

TASK 1: PROJECT PLANNING AND MANAGEMENT

SUBTASK 1.1: KICK-OFF MEETING

County will schedule a kickoff meeting with Contractor to occur within seven (7) business days of the Effective Date of the Contract to discuss and modify as necessary the initial Project Plan provided by Contractor in Section C.3 of its proposal.

Task 1.1 Deliverable: *Kickoff meeting within seven (7) business days of the Effective Date of the Contract.*

**Meeting will be scheduled within seven (7) days at a mutually agreed upon time and date by County and Contractor and encompass all Project Plans from Components I, II, and III.*

SUBTASK 1.2: REVISED COMPONENT III PROJECT PLAN

- (a) Contractor shall prepare a Component III Project Plan (“Plan” III) which shall be a comprehensive and detailed Plan III for the System implementation consistent with this Component that includes the following areas:
- Planning and Direction to include timeline of six (6) months to complete the project.
 - Staffing and Team Management with roles and responsibilities.
 - Compliance with County Data Security Guidelines.
 - Incorporating County’s business processes, security and technical requirements as stated in this Component.
- (b) Plan III shall include the following:
1. A full organizational chart detailing staff by classification and assignment, including the name of Contractor’s Project Managers or alternate management staff that will be assigned full-time to this project. Alternate management staff shall possess at least two (2) years of experience in performing similar services. County must have access to Contractor’s Project Managers and alternate management staff during normal business hours, Monday through Friday (except legal holidays), 8:00 A.M. to 5:00 P.M., Pacific Time. In addition, provide the escalation procedures and guidelines to be used by the County, as needed.
 2. A list of Contractor staff who will be assigned to provide on-site support for the following areas: a) Operations Services; b) Maintenance and Support Services. Include a short description of duties and responsibilities for each staff member.
 3. A list of Contractor’s milestones, Tasks and subtasks required to successfully complete and deliver on time the System including the System Software, System Hardware and/or Services for this Component. Include a Gantt chart that lists all tasks, start and end dates, responsibilities, assignments, and dependencies. At a minimum, all of the Tasks, subtasks, and Deliverables in this Component, the Contract, and any Amendments shall be included in the list.
 4. A list of Tasks and subtasks to be completed by County as requested by Contractor after review and approval by County’s Project Director.
 5. Without limiting Paragraph 18.37 (Subcontracting) in the body of the Contract, a list of Subcontractors that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that will be provided by Subcontractor(s).
 6. Plan to incorporate County’s business processes, security and technical requirements.

Task 1.2 Deliverable: *Plan that includes a schedule of individualized tasks, Subtasks, and Deliverables, and other resource planning activities as described in Subtask 1.2.*

SUBTASK 1.3: FINAL COMPONENT III PROJECT PLAN

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

- (a) County will review Plan III and submit changes to Contractor within five (5) business days of receipt. Thereafter, Updates to Plan III based on the weekly reports will be reviewed and approved by County.
- (b) Contractor shall review the changes requested by County and be prepared to reject or approve the changes within forty-eight (48) hours.
- (c) County shall have final approval of Plan III. County will monitor/oversee Contractor's progress based on the approved Plan III.
- (d) Updates to Plan III based on the weekly Project Status Reports delivered under Subtask 1.4 will be reviewed and approved by County and, once approved, will be deemed to be included in Plan III originally approved under this Subtask 1.3.

Task 1.3 Deliverable: *Final Component III Project Plan for the implementation of the System.*

SUBTASK 1.4: PROJECT MANAGEMENT - IMPLEMENTATION

- 1.4.1 During the implementation process, Contractor shall be required to manage project activities and resources, and track project status. This shall include identifying, managing and tracking all issues. Contractor shall report project status on a weekly basis through a Project Status Report. The Project Status Report shall be presented to the County's Project Director and County's Project Managers. The report shall cover, at a minimum, project progress against the Plan, plans, and outstanding issues. It shall also include any proposed updates to the Plan.
- 1.4.2 Contractor shall create a System that meets all expectations set forth in this Contract, including the Specifications. Contractor shall be responsible for each step of the System's implementation process and provide an extensive quality assurance process to ensure quality is being met. RR/CC will assist Contractor's Quality Assurance (QA) team member by reviewing and testing System through each step of the process. Contractor will provide the results to County's Project Director through a Project Status Report on a weekly basis throughout the project implementation. Contractor shall notify County's Project Managers within 24 hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Managers may request a meeting as deemed necessary with Contractor's Project Managers. This Subtask is in addition to the

review, which will be conducted under Paragraph 18.13 (County's Quality Assurance Plan) in the Contract.

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

Task 1.4 Deliverables: *Weekly Project Status Reports that cover project progress against the Plan, plans, quality assurance, outstanding issues and any approved updates to the Plan.*

SUBTASK 1.5: PROJECT MANAGEMENT - POST IMPLEMENTATION SUPPORT

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

In addition, Contractor shall be responsible to monitor the quality assurance platform. RR/CC may assist Contractor's Quality Assurance (QA) team to ensure quality is being met by reviewing and testing System. Contractor will provide the results to County's

Project Director through a Project Status Report on a monthly basis. Contractor shall notify County's Project Managers within twenty-four (24) hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week from notification. County's Project Managers may request a meeting as deemed necessary. This Subtask is in addition to the review, which will be conducted under Paragraph 18.13 (County's Quality Assurance Plan) of the Contract.

Task 1.5 Deliverables: **1.5.1** *Monthly Project Status Reports for ongoing project management to report any operational, quality assurance and maintenance and support issues.*

1.5.2 *Weekly status reports on any issues addressed and resolution provided.*

SUBTASK 1.6: QUALITY CONTROL

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

- 1.6.1 An inspection system covering all Services listed in the RFP, Appendix C (Statement of Work Exhibits), Exhibit 20 of the Contract. It must specify the activities to be inspected on both scheduled or unscheduled basis, frequency of inspections and the title of the individual(s) who will perform the inspection.
- 1.6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and correction.
- 1.6.3 A method of ensuring uninterrupted service to RR/CC's customers in the event of a strike of the Contractor's employees or any other unusual occurrence (e.g. power loss) which would result in the Contractor being unable to perform the Work.

Subtask 1.6 Deliverable: Quality Control Plan established to ensure quality and continuity of Service.

TASK 2: SYSTEM ANALYSIS AND SITE ASSESSMENT

SUBTASK 2.1: FUNCTIONAL ANALYSIS

In this Task, Contractor shall work with RR/CC's staff to review and validate documented requirements as specified in Appendix C (Statement of Work Exhibits), Exhibits 9 and 10 of this Component. Contractor, for the System implementation shall develop a set of detailed project tasks in two steps. The first step documents are high level and contain the customizations necessary for the System to support RR/CC's business requirements (thereby, defining the project scope). The second step defines the method for completing the functional and technical Tasks to support these requirements.

Contractor shall provide an overview of the System functionality (Refer to Appendix C [Statement of Work Exhibits], Exhibit 9) and subsequent implementation Tasks.

- (a) Review business processes: Contractor shall conduct meetings with County's Project Managers and subject matter experts to assess business needs, business processes and recommend changes, as needed.
- e) Prototyping sessions: Contractor shall conduct prototyping sessions to demonstrate the capabilities of the proposed System to support the RR/CC's documented business requirements (Appendix C [Statement of Work Exhibits], Exhibit 10). Contractor shall map the RR/CC's requirements and business processes to develop scripts for prototyping.

Subtask 2.1 Deliverables: 2.1.1 Documentation outlining functional analysis on the customizations for the System including RR/CC's business requirements.

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

SUBTASK 2.2: TECHNICAL ASSESSMENT

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

Task 1.2 Deliverable: Report on the specifications developed during the Technical Assessment Task. The technical specifications shall include, but not be limited to:

- ***Logical diagrams to depict the deployment of the technical architecture.***
- ***Data format (XML or JSON).***
- ***Logical process and data flowcharts.***
- ***Wireframe diagrams of application screens.***
- ***Online architecture (Web and application server).***
- ***Operations architecture to support:***
 - ***Printing (Ad hoc & Production reports)***
 - ***Security***
 - ***High Availability***
 - ***Data Archiving***
 - ***Backup/Restore***
 - ***Application Development***
 - ***Application Training***
 - ***Application Testing***

SUBTASK 1.2: AUTHORIZATION AND INTERFACE ASSESSMENT

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

- a) **System Interface Strategy:** Contractor shall analyze the RR/CC's existing JEDI System requirements and identify the Interfaces that will be developed for the implementation. For each Interface, the Deliverable shall address the following areas, where applicable, demonstrating how the Interface will meet the requirements of this Contract, including the Specifications:
- Name and functional description.
 - System source and/or destination.
 - Frequency, whether one or two way.
 - Whether online or manual.
 - Proposed tool(s) to be used for development and implementation.
 - Impacts, if any, on conversion, configuration, security and technical architecture.
 - Description of the impacted objects.

- File transfer approach and requirements.
 - Data management and header / control record requirements.
 - Security requirements (e.g. file authentication and verification methodology).
 - Error handling and restart / recover approach.
 - Other software components required (e.g. error and exception reports).
 - Proposed tool to be used for development and implementation.
 - Interface debit/credit payment transaction to RR/CC's existing JEDI System.
 - Testing.
 - Transmission details generated from testing.
 - Customer name and card number.
 - System results (Acceptance/Rejection).
 - Response times.
- b) Contractor shall analyze how to integrate with RR/CC's existing JEDI System (Refer to Appendix C [Statement of Work Exhibits], Exhibit 12). Strategy to address, but not be limited to, the following areas where applicable, demonstrating how the Interface will meet the requirements of this Contract, including Specifications:
- Physical assessment of counter/desk space.
 - Communication/data line assessment.
 - Interface debit/credit payment transaction to RR/CC's JEDI System.
 - Testing.

Subtask 2.3 Deliverables: 2.3.1 Define and develop strategy for System Interface.

2.3.2 Integration with JEDI System.

TASK 3: INSTALLATION AND CONFIGURATION OF SYSTEM SOFTWARE AND SYSTEM HARDWARE

SUBTASK 3.1: FAX MACHINE INSTALLATION AND CONFIGURATION

Fax Machines: Contractor shall install and support two (2) high speed fax machines to accept orders from customers. Contractor shall provide and maintain the communication line necessary for the fax machine and all consumables, with the exception of paper, required by the fax machine. Contractor shall keep one (1) spare fax machine on site, which will ensure less down time and reduce any order backlog.

Task 3.1 Deliverable: Install and configure fax machines which have the functionality described in Appendix C (Statement of Work Exhibits), Exhibits 9 and 10, including required consumables, land communication lines, to perform in accordance with the Specifications and otherwise with this Contract.

SUBTASK 3.2: INTERFACE DEVELOPMENT AND INSTALLATION TO JEDI SYSTEM

Contractor will allow for credit card terminal to Interface with JEDI application developed by RR/CC (Refer to Appendix C [Statement of Work Exhibits], Exhibit 12). The Interface should be standardized and agreed upon by both the Contractor and the Project Director for the RR/CC. The terminal Application Programming Interface (API) will be documented and allow for standard calls by client-server applications. Ideally, this will be a Web Service component, documented by Contractor and allowing for the RR/CC JEDI applications to interface using standard XML and JSON formats.

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

- Task 3.2 Deliverables:**
- 3.2.1 Complete and document Interface to the RR/CC's existing JEDI System, including installation and configuration to set requirements.**
 - 3.2.2 Documentation of Web Services interface in JSON and/or XML to be used when interfacing with the RR/CC JEDI applications.**

SUBTASK 3.3: DOCUMENTATION

The Contractor shall provide operator's/user's guides and other Documentation for the installation of Authorization Server, Interfaces and Workstations as specified in the other Subtasks to this Task 3.

The Contractor shall email a copy (PDF) of the operator user's guide to County's Project Managers, which may be printed or duplicated by the County as needed.

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

- Subtask 3.4 Deliverables:**
- 3.4.1 Complete operator's/user's guides and other Documentation for all Subtasks under Task 3.0.**
 - 3.4.2 Updated operator's/user's guides and other Documentation.**

TASK 4: SECURITY

SUBTASK 4.1: STANDARDS AND GUIDELINES

Contractor and all Work provided by, or on behalf of, Contractor shall comply with (a) all applicable data security standards and guidelines that may be published from time to time by any Card Issuer, or any Card processor including the CISP, PCI, SDP, DISC,

and EMV and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) standards periodically published by the County's Chief Information Security Officer (CISO) and provided by County's Project Director to Contractor.

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

Subtask 4.1 Deliverables: 4.1.1 Certified letter of CISP and PCI prior to System's Acceptance and Certification as specified in Subtask 8.3.

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

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

SUBTASK 4.2: SECURITY RISK AND VULNERABILITY ASSESSMENTS

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

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

Subtask 3.4 Deliverables: 4.2.1 Conduct a System security risks and vulnerabilities assessment and provide a written report of findings.

- 4.2.2 Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 3.3, 4.1, 4.2, and 5.0 of this Component.**
- 4.2.3 Provide annual security assessments and written reports of assessment on the anniversary of Effective Date. The report must include an action plan that addresses the remediation and/or mitigation of all “high-risk” items. The remaining items must be addressed, in terms of the Contractors intention to remediate and/or mitigate, based upon an agreed upon timeframe.**
- 4.2.4 Provide a certified letter that System is CISP and PCI compliant to County issuing the Certificate of Completion for Subtask 8.2.**
- 4.2.5 Annually thereafter on the anniversary of the Effective Date, Contractor shall provide a certified letter that System is CISP and PCI compliant.**

SUBTASK 4.3: RECORDS RETENTION, STORAGE, PROTECTION, AND TRANSFER OF DATA

Contractor shall be responsible for retention and unlimited storage of all data created in the System for the duration of the Contract. Data can only be deleted or archived by the

Contractor's electronic System, if and when given expressed prior written authorization by the RR/CC. The County retains full rights to control the transfer, deletion, or archiving of all records and Data obtained through the course of this Contract.

If the contract expires, and at any time during the life of the Contract, the RR/CC has the right to receive the electronic data in the form of a mutually agreed upon export file which contains all data elements in all forms filed as well as all notices sent, and all transactions of any type created during the life of the contract. Any and all transfers of data must fully encrypt the export file(s) to protect any sensitive information, or redacted data, from possible exposure.

The RR/CC reserves the right to request the Contractor to make available, at any time during the course of the contract, the records and data stored in Contractor's premises within an agreed upon period of response, which may be within 24-to-48 hours for special reporting or requests, or on a continuous basis such as weekly, monthly, and annually.

If personal information and/or confidential information is placed/stored on any portable computing or storage device, all such information shall be encrypted, unless not feasible and compensating controls that have been approved by the RR/CCRR/CC are implemented.

In the event a portable computing or storage device is lost or stolen and the stored data is not encrypted, the RR/CCRR/CC shall be notified within one (1) hour of detection of the data breach/theft and shall be able to provide notification to the affected persons/entities in accordance with BOS Policy.

When it is determined that personal information and/or confidential information needs to be placed/stored on a portable computing or storage device, every effort shall be taken to minimize the amount of information stored on the device. Additionally, if feasible, such information shall be abbreviated or redacted to limit exposure (e.g., last four (4) digits of a Social Security number).

Subtask 4.3 Deliverables: 4.3.1 Report security incidents within one (1) hour of information security incident notification/identification to the County's Project Managers.

4.3.2 List and description of data stored and maintained off-site and software used to encrypt the data. If data cannot be encrypted, submit written documentation of compensating controls.

SUBTASK 4.4: NOTIFICATION/REPORTS OF SECURITY INCIDENTS

Contractor shall report to County, in writing, any information security incident within one (1) hour of identification or notification of incident. As used herein, an information security incident means any breach or other incident, which could reasonably compromise the confidentiality, integrity, or availability of any data or other information relating to Cardholders.

Contractor shall additionally provide information security incident reports and assessments for all incidents that may potentially affect County within two (2) hours

Subtask 4.3 Deliverables: 4.4.1 Report security incidents within one (1) hour of information security incident notification/identification to County's Project Managers.

4.4.2 Provide information security incident reports and assessments of all incidents within timeframe specified to County's Project Managers within two (2) hours.

TASK 5: REPORTS

Contractor shall implement System Software to generate reports that include, but are not limited to, Transaction Summary and Transaction Detail by Workstation, Transaction Summary and Transaction Detail by Location, Total fees by date, Response Time for Transactions, and various accounting reports relating to fees collected, number of copies sold, settlement fees, and items ordered including all Transaction information and Card charge date. In addition, Contractor shall provide Ad hoc reports requested by the County within five (5) business days of receiving the

request by County's Project Director. The Contractor shall work with the County to develop the data element and format of the Ad hoc Reports. Reports will be provided, at no cost, to the County. Reports shall be available in both PDF and Excel formats.

- Task 5 Deliverables:**
- 5.1 Provide System capability to generate various on demand reports.**
 - 5.2 Provide Ad hoc reports to County within five (5) business days of request.**

TASK 6: OPERATIONAL READINESS ASSESSMENT (TECHNICAL)

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

- Data back-up and recovery procedures.
- Operational roles, staffing and job schedules for daily, weekly, and monthly processes.
- Production environment set up and sizing.
- Technical infrastructure to support System and Services.
- Connectivity of Workstations for all End Users.
- Testing Interface.
- Reports tested.

Contractor shall assist RR/CC's staff in completing the operational checklist and the corrective actions to achieve readiness as defined in the checklist.

- Task 6 Deliverable:** **Completed checklist for verifying the readiness of the System's operations and technical infrastructure, and assist RR/CC's staff in completing the operational checklist.**

TASK 7: OPERATIONAL READINESS ASSESSMENT (END USER)

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

- Updated departmental processes, policies and procedures.
- Staff trained in accordance with goals in the End User Training Plan.
- Established toll free access telephone number and email address for real time technical support staff.
- Integration with RR/CC's JEDI System.

- Task 7 Deliverable:** **Provide a completed checklist validating the readiness of the System's End User community.**

TASK 8: ACCEPTANCE TESTING AND ACCEPTANCE CERTIFICATION

SUBTASK 8.1: ACCEPTANCE TEST PLAN

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

RR/CC will create test scripts, in conjunction with Contractor to test each functional requirement listed in Appendix C (Statement of Work Exhibits), Exhibits 9 and 10. Each script shall identify the expected results and performance of each function being tested and RR/CC will determine if the function is being executed correctly. Contractor shall assist RR/CC staff in the development and execution of test scripts, and provide information to facilitate completion of System Acceptance Testing.

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

1. Running tests on System Software and System Hardware.
2. Running tests for response times to receive Card Authorization from the Card Issuer.
3. Conducting a full end-to-end System test and certifying readiness of System for County Acceptance.

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

Task 8.1 Deliverable: Assist in development of an Acceptance Test Plan identifying anomalies and taking corrective action if determined by County.

SUBTASK 8.2: ACCEPTANCE TESTING

County conducts Acceptance Testing with assistance of Contractor based on Acceptance Test Plan.

Task 8.2 Deliverable: Assist in conducting Acceptance Testing based on Acceptance Test Plan, if determined by County.

SUBTASK 8.3: SYSTEM ACCEPTANCE CERTIFICATE

System operates in Production Use for fifteen (15) consecutive days without Deficiencies.

Pursuant to Paragraph 12.0 (System Tests and Acceptance By County) in the body of the Contract, upon County's Project Director's determination of System Acceptance as specified in this SOW, County will issue a written Certificate of Completion within 30 days of County's Project Director's determination.

Task 8.3 Deliverable: *Contractor's System must operate in Production Use for fifteen (15) consecutive days without Deficiencies prior to obtaining Certificate of Completion.*

TASK 9: MAINTENANCE AND SUPPORT SERVICES

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

SUBTASK 9.1: MAINTENANCE AND SUPPORT

- 9.1.1 Contractor must correct any Deficiencies, at any level of severity, in the System Software, System Hardware and Services including Workstations with dedicated and secure communication/data lines within twenty-four (24) hours of notification by RR/CC.
- 9.1.2 Contractor shall provide ongoing maintenance as indicated in Paragraph 8.0 (Maintenance, Updates and Professional Services) of the Contract.
- 9.1.3 Contractor's Payment processing services must be highly available (99.9%) fully redundant and capable of processing transactions, Monday through Saturday 7:00 A.M. to 8:00 P.M. Pacific Time, with the exception of scheduled maintenance.
- 9.1.4 Contractor shall provide Transaction roundtrip processing (request, determination and response) Authorization time which does not exceed one (1) second, with high speed connection (DSL or faster). This is limited to functions within the Contractor's control, and do not involve RRCC or Los Angeles County network issues.
- 9.1.5 Contractor shall provide written notification to County of scheduled maintenance and Updates that impact System no less than one (1) calendar week prior to commencement for County approval. County reserves the right to approve or disapprove the maintenance scheduled based on RR/CC business needs. County will not unreasonably withhold approval.
- 9.1.6 Contractor shall perform scheduled maintenance between the hours of midnight and 5:00 A.M., Pacific Time, as required. Updates are not considered maintenance and as needed, RR/CC will schedule time for such services.
- 9.1.7 Contractor shall provide up-to-date written product Specifications within two (2) business days of every Update and Custom Programming Modification (includes all Contractor's Specifications and other Documentation).

- 9.1.8 Contractor shall back up County data (including Card information) on a quarterly basis on a mutually agreed upon media with Card number limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations at interval to maintain System recoverability.
- 9.1.9 Contractor shall provide periodic Updates to System Software as indicated in Paragraph 8.0 (Maintenance, Updates and Professional Services) of the Contract. Updates may result from new laws mandated by State or Federal statutes. County may also require Custom Programming Modification to System Software to meet internal needs.
- 9.1.10 Contractor shall store at least 12 months of live County data encrypted in 256-bit AES before archiving, and provide County access to archived data via CD-R or media mutually agreed upon with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.
- 9.1.11 Contractor shall store archived data encrypted in 256-bit AES for at least five (5) years from termination or expiration of Contract. At end of such time Contractor, at County's sole discretion, and as permissible by Card Issuer, Card processor and Association Rules and applicable law, shall return said data. Any changes to the encryption standard used must be agreed upon by both Contractor and the County's Project Managers.
- 9.1.12 Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.
- 9.1.13 Toll free telephone number to live technical support staff or via e-mail for assistance with any Contractor owned equipment, including computer, printer, fax machine, phone lines, Express courier/regular mail scanner, software, authentication services, and specific customizations, Monday through Saturday, 7:00 A.M. to 8:00 P.M. Pacific Time, Pacific Time.
- 9.1.14 Support services and support management for any software required to connect to remote Workstations located at RR/CC.
- 9.1.15 Notification in writing to County's designated staff regarding unscheduled system outage, component failure, or data loss, no longer than one (1) hour after the incident is identified. RR/CC will determine the severity level of the incident. The response time is as follows:
- Critical or serious production problem shall not exceed thirty (30) minutes.
 - Others shall not exceed twelve (12) hours

In all circumstances, resolution shall be completed within forty-eight (48) hours

after incident is identified.

- 9.1.16 Reply time to support request emails shall not exceed one (1) hour, Monday through Saturday, between the hours of 7:00 A.M. to 8:00 P.M., Pacific Time. Reply e-mails shall not be automatically generated responses, but should provide custom response to question or issue.
- 9.1.17 Provide onsite support to repair System Hardware at RR/CC headquarters and district offices during normal business hours, Monday through Friday 8:00 A.M. to 5:00 P.M. Pacific Time, except on County-recognized holidays (Refer to Appendix C, County Holidays).

Task 9.1 Deliverable: *Contractor shall provide Maintenance and Support Services outlined in Subtask 9.1.*

SUBTASK 9.2: CUSTOM PROGRAMMING MODIFICATIONS

As requested by County's Project Director, Contractor shall provide Custom Programming Modifications as needed to update System to meet County's evolving

business and/or technical requirements. Each Custom Programming Modification shall be provided, at no cost to the County, in accordance with the following procedure:

- 1) For each Custom Programming Modification, the requesting Party, County or Contractor, shall submit a written request, Appendix C (Statement of Work Exhibits), Exhibit 19 of the Contract, to the other Party.
- 2) Contractor shall develop a System Design Report which includes:
 - a. Expected implementation duration.
 - b. Design specification.
 - c. System impact: database, user Interface, training etc.
- 3) Contractor shall submit System Design Report to County for review and approval. Upon approval of the System Design Report by County Project Director, Contractor shall develop a Project Plan in accordance with Task 1 – Project Planning and Management.
- 4) At the sole option of County's Project Director, each System component shall be subject to Acceptance Testing. Contractor shall assist in developing test plans and conducting Acceptance Tests.

Subtask 9.2 Deliverables: **9.2.1 Develop and submit a System Design Report for requested Custom Programming Modification.**

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

9.2.3 Complete approved Custom Programming Modifications.

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

TASK 10: TRAINING

SUBTASK 10.1: END USER TRAINING PLAN AND MATERIALS

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

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

Task 10.1 Deliverable: Provide Training Needs Assessment, plan, and materials for End User training.

SUBTASK 10.2: ON-SITE TRAINING

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

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

Task 10.2 Deliverable: Conduct onsite training classes to include topics indicated in Subtask 10.2.

TASK 11: OPERATIONS SERVICES

SUBTASK 11.1: OPERATIONS

Contractor shall provide Operations Services commencing when Work starts on Subtask 8.2 to work with RR/CC's staff to monitor the System processing in the RR/CC's production environment. Operation Services are specified in Appendix C (Statement of Work Exhibits), Exhibit 10.

Task 11.1 Deliverable: Provide Operations Services including the business process as specified in Appendix C (Statement of Work Exhibits), Exhibit 10.

SUBTASK 11.2: ADDITIONAL TRAINING

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

Task 11.2 Deliverable: Provide additional in person training classes within five (5) days of County request with same deliverables as listed in Task 10.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County's Project Managers of Contractor's new green initiatives prior to the contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart (Refer to Appendix C (Statement of Work Exhibits), Exhibit 20) listing required services that will be monitored by the County during the term of this Contract are an important monitoring tool for the County. The chart should:

- Reference section of the contract.
- List required services.
- Indicate method of monitoring.
- Indicate the deductions/fees to be assessed for each service that is not satisfactory.

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

CONTRACT 17-001
EXHIBIT B

PRICING SHEET

PRICING SHEET

I. GENERAL

Capitalized terms used in this Exhibit 11 without definition have the meanings given to such terms in the body of the Request for Proposals for Records Payment and Processing System (together with all exhibits, attachments and schedules thereto, "RFP") to which this Exhibit 11 is attached and, if not defined therein, in Appendix A (Sample Contract) (together with all exhibits, attachments and schedules thereto, "Contract") to the RFP.

This Exhibit 11 is to be completed by each Proposer to include all Components as part of each Proposer's respective Cost Proposal. County expects that the Transaction Fees will be the sole compensation to the resultant Proposer(s) under the resultant Contract. Accordingly, each Transaction Fee for each Component should include (a) all costs associated with providing all Work under the Contract with respect to such Component, including (i) the System Software, System Hardware and Services with respect to such Component, (ii) all fees charged by Card Issuers with respect to such Component, and (iii) all other equipment, labor, and other supplies (including packing materials for expedited mail services, but excluding paper), required to perform the Services with respect to such Component, and (b) all sales and other taxes applicable to such the type of Transaction under such Component. The Transaction Fee for each Component must be based solely upon costs associated performing the Work under such Package. For each Transaction Fee, Proposer must provide a breakdown of all costs included in the Proposer's computation of such Transaction Fee with sufficient detail for the evaluation committee (see Section 8.1 of the body of the RFP) to assess the reasonableness of the Transaction Fee for the applicable type of Transaction.

Note: Although the resultant Contractor will be required to arrange for expedited shipping to each customer requesting an expedited shipping option, the resultant Contractor will be permitted to charge the customer for the actual costs of doing so. **Thus, Proposers are not permitted to include these costs in the proposed Transaction Fee for each type of Transactions.**

For purposes of proposing each Transaction Fee, please note the Departmental information contained on the following three (3) pages of Exhibit 11:

| Transaction Type | Average Daily Transaction Volume | Average Amount Per Transaction |
|--|----------------------------------|--------------------------------|
| Online Transactions | 450 | \$17.00 |
| *In-Person Transactions <i>Birth, Death, and Marriage Section</i> | 3383 | \$17.00 |
| *In-Person Transactions <i>Document Analysis and Recording Section</i> | 226 | \$33.00 |
| *In-Person Transactions and Card Not Present (Mailing) Transactions <i>Real Estate Records Section</i> | 210 | \$13.00 |
| *Card Not Present (Mailing) Transactions <i>Document Analysis and Recording Section</i> | 3924 | \$118.00 |
| *Card Not Present (Mailing) Transactions <i>Birth, Death, and Marriage Section</i> | 3924 | \$118.00 |
| Other Card Not Present (Phone and Fax) Transactions <i>Real Estate Records Section</i> | 15 | \$13.00 |

The Department currently accepts Cards only for Online Transactions and Other Card Not Present Transactions – Phone and Fax, Real Estate Records Section. The Department only accepts cash and checks for all asterisked (*) types of transactions listed above. Thus, the data listed above for those types of transactions includes the average daily transaction volume and average dollar amount per transaction calculated for all customers, without regard to how the customers pay for those types of Transactions. Additionally, the Department's current reporting system for the Real Estate Records Section does not differentiate between records requested in person or via mail, and therefore the data listed above for those types of transactions are commingled. Proposer(s) can make their own assumptions, at their own risk, regarding the number of customers who will pay by Card in proposing their Transaction Fee for each these types of Transactions.

The above information is for informational purposes only and is to be used at each Proposer's own risk. The information is not intended to, and shall not, constitute any guarantee by the Department, minimum or otherwise, with respect to the actual number and/or dollar volume of Transactions which will occur under any resultant Agreement.

II.COMPONENT I: ONLINE TRANSACTIONS

In addition to the information set forth in Section I of this Exhibit 11, please note that the County has an existing contract for electronic commerce credit and debit card payment processing services with Fidelity Information Services, or FIS ("County's Processing Vendor"). The County would like each Proposer that chooses to propose on Package 1 (Online Transactions) to include two pricing structures in such Proposer's Cost Proposal for Package 1 (Online Transactions): (a) one using the County's Processing Vendor to perform credit and debit card payment processing services; and (b) one using the Proposer's proposed solution to perform credit and debit card payment processing services. Each Proposer should explain in detail any differences between the two pricing structures.

For purposes of developing the pricing structure for Online Transactions using the County's Processing Vendor, (i) Appendix M to this RFP includes the specifications necessary for a Proposer to develop an Interface to the County's Processing Vendor and (ii) Appendix N to this RFP includes the applicable fees charged by County's Processing Vendor to perform credit and debit card payment processing services. Additionally, the County's Processing Vendor will attend the Proposers' Conference. County would consider a subcontract with County's Processing Vendor under Paragraph 18.37 of the Agreement, should the resultant Proposer what one.

Before the County will determine an overall score for each Proposer's proposal for Package 1 (Online Transactions), the County will evaluate the two pricing structures included in each Proposer's Cost Proposal for Package 1 (Online Transactions) to determine such Proposer's lowest pricing structure. If such Proposer's proposal continues in the evaluation process as described in the body of the RFP, it will be that Proposer's lowest pricing structure which will be evaluated by County for purposes of determining the Proposer's overall score for its proposal.

If a Proposer determines that it is not able to provide a pricing structure using the County's Processing Vendor, the Proposer must provide a detailed explanation supporting such Proposer's determination. County may, in its sole discretion, deem a proposal non-responsive if the proposal fails to include a pricing structure using the County's Processing Vendor and does not, in County's sole determination, adequately explain the Proposer's reasoning for Proposer's failure to do so.

| Transaction Type | Transaction Fee – County's Processing Vendor | Breakdown of All Costs Included in Transaction Fee – County's Processing Vendor | Transaction Fee – Proposer's Proposed Solution | Breakdown of All Costs Included in Transaction Fee – Proposer's Proposed Solution |
|---------------------|--|---|--|---|
| Online Transactions | \$12.50 | See Chart A | \$9.00 | See Chart A |

Explain differences between the Transaction Fee using County's Processing Vendor and Transaction Fee using Proposer's proposed solution:

If the Proposer determines that it is not able to provide a pricing structure using the County's Processing Vendor, explain the determination:

CHART A - COST BREAKDOWN FOR COMPONENT I

| Transaction Fee- County's Processing Vendor ¹ | Transaction Fee- Proposer's Proposed Solution | ITEMS |
|--|---|---|
| \$0.74 | \$0.70 | Connectivity Services- Avg interchange+assessment+processing fees |
| \$3.00 | \$3.00 | Authentication Services |
| \$5.30 | \$5.30 | Operational, Financial and Technology Fees: Hardware/Software and related supplies Development and QA 24/7 Technical Support Upgrades and Maintenance Communication Lines (phone, fax, DSL) Banking/Reporting 24/7 Customer Support Shipping supplies Credits and Refund Inquiries Chargeback Dispute Resolution Document Matching |
| \$3.46 | | Certification and Maintenance of FIS processing platform Integration of Authentication Services Credentialing Monthly Reporting Fees Settlement Fees Chargeback Fees Contracting/Legal Float Cost of Daily Settlement |
| \$12.50 | \$9.00 | Total Cost |

¹ Transacting through the County's current processing vendor would require the completion of certification on the FIS platform on or before the contract start date. Our experience with similar certifications with other processors has been that it involves significant levels of effort on both sides, and typically takes four to six months to complete. This would thus add both cost and risk to the project. Additionally, as indicated, the cost differential between our current processors and the County's processor is significant, which would also result in additional cost to the consumer.

III. COMPONENT II: IN-PERSON TRANSACTIONS

In addition to the information set forth in Section I of this Exhibit 11, please note that the County has a number of existing contracts which could be used to process Card Present Transactions under Package 2. Without limiting County's ability to cancel one or more portions of the RFP as described elsewhere in the RFP, County reserves the right to cancel the RFP with respect to Package 2 (Card Present Transactions) should the County determine, in its sole discretion, it can obtain terms, including, without limitation, pricing terms, equal to or better than those submitted by any Proposer.

| Transaction Type | Transaction Fee | Breakdown of All Costs Included in Transaction Fee |
|---------------------------|-----------------|--|
| Card Present Transactions | \$1.75 | See Chart B |

CHART B - COST BREAKDOWN FOR COMPONENT II

| Transaction Fee | ITEMS |
|-----------------|---|
| \$0.82 | Connectivity Services- Avg interchange+assessment+processing fees |
| \$0.93 | Operational, Financial and Technology Fees: Hardware/Software and related supplies Development and QA 24/7 Technical Support Upgrades and Maintenance Communication Lines (phone, fax, DSL) Banking/Reporting 24/7 Customer Support Credits and Refund Inquiries Chargeback Dispute Resolution |
| \$1.75 | Total Cost |

IV. COMPONENT III: CARD NOT PRESENT TRANSACTIONS

In addition to the information set forth in Section I of this Exhibit 11, please note that the County has a number of existing contracts which could be used to process Other Card Not Present Transactions under Package 3. Without limiting County's ability to cancel one or more portions of this RFP as described elsewhere in this RFP, County reserves the right to cancel this RFP with respect to Package 3 (Other Card Not Present Transactions) should the County determine, in its sole discretion, it can obtain terms, including, without limitation, pricing terms, equal to or better than those submitted by any Proposer.

| Transaction Type | Transaction Fee | Breakdown of All Costs Included in Transaction Fee |
|-------------------------------|-----------------|--|
| Card Not Present Transactions | \$1.75 | See Chart C |

CHART C - COST BREAKDOWN FOR COMPONENT III

| Transaction Fee | ITEMS |
|-----------------|---|
| \$0.82 | Connectivity Services- Avg interchange+assessment+processing fees |
| \$0.93 | Operational, Financial and Technology Fees: Hardware/Software and related supplies Development and QA 24/7 Technical Support Upgrades and Maintenance Communication Lines (phone, fax, DSL) Banking/Reporting Shipping supplies Credits and Refund Inquiries Chargeback Dispute Resolution |
| \$1.75 | Total Cost |

CONTRACT 17-001
EXHIBIT C

REGISTRAR-RECORDER/COUNTY CLERK FEES

INCORPORATED BY REFERENCE

CONTRACT 17-001
EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

APPENDIX D - EXHIBIT 8

PROPOSER'S EEO CERTIFICATION

LexisNexis VitalChek Network, Inc.
Company Name

6 Cadillac Drive, Suite 400, Brentwood, TN 37027
Address

62-1365614 Internal
Revenue Service Employer Identification Number

GENERAL

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

| CERTIFICATION | YES | NO |
|---|------|-----|
| 1. Proposer has written policy statement prohibiting discrimination in all phases of employment. | (X) | () |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force. | (X) | () |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups. | (X) | () |
| 4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | (X) | () |


Signature

2-1-2017
Date

Jeffrey B. Piefke, Vice President and General Manager
Name and Title of Signer (please print)

CONTRACT 17-001
EXHIBIT E

CONTRACTOR'S PROPOSAL

INCORPORATED BY REFERENCE

CONTRACT 17-001
EXHIBIT F
COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

Name:
Title:
Address:
Telephone:
E-Mail Address:

COUNTY PROJECT MANAGER:

Name:
Title:
Address:
Telephone:
E-Mail Address:

COUNTY IT PROJECT MANAGER:

Name:
Title:
Address:
Telephone:
E-Mail Address:

COUNTY PROJECT MONITOR:

Name:
Title:
Address:
Telephone:
E-Mail Address:

COUNTY CONTRACTS MANAGER:

Name:
Title:
Address:
Telephone:
E-Mail Address:

COUNTY CONTRACTS ANALYST:

Name:
Title:
Address:
Telephone:
E-Mail Address:

COUNTY CONTRACTS MONITOR:

Name:
Title:
Address:
Telephone:
E-Mail Address:

CONTRACT 17-001
EXHIBIT G
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: LEXISNEXIS VITALCHEK NETWORK, INC.

CONTRACT NO: 17-001

CONTRACTOR'S PROJECT DIRECTOR:

Name:
Title:
Address:
Telephone:
E-Mail Address:

CONTRACTOR'S PROJECT MANAGER:

Name:
Title:
Address:
Telephone:
E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:
Title:
Address:
Telephone:
E-Mail Address:

Name:
Title:
Address:
Telephone:
Email Address:

Notices to Contractor shall be sent to the following:

Name:
Title:
Address:
Telephone:
E-Mail Address:

CONTRACT 17-001
EXHIBIT H

CONTRACTOR ACKNOWLEDGEMENT
AND CONFIDENTIALITY CONTRACT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACTCONTRACTOR NAME: LEXISNEXIS VITALCHEK NETWORK, INC.Contract No. 17-001GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY CONTRACT:

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

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

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

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

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

SIGNATURE: _____

DATE: 7/12/2017PRINTED NAME: JEROME B. PIEFKEPOSITION: VICE PRESIDENT + GENERAL MANAGER

CONTRACT 17-001
EXHIBIT I

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

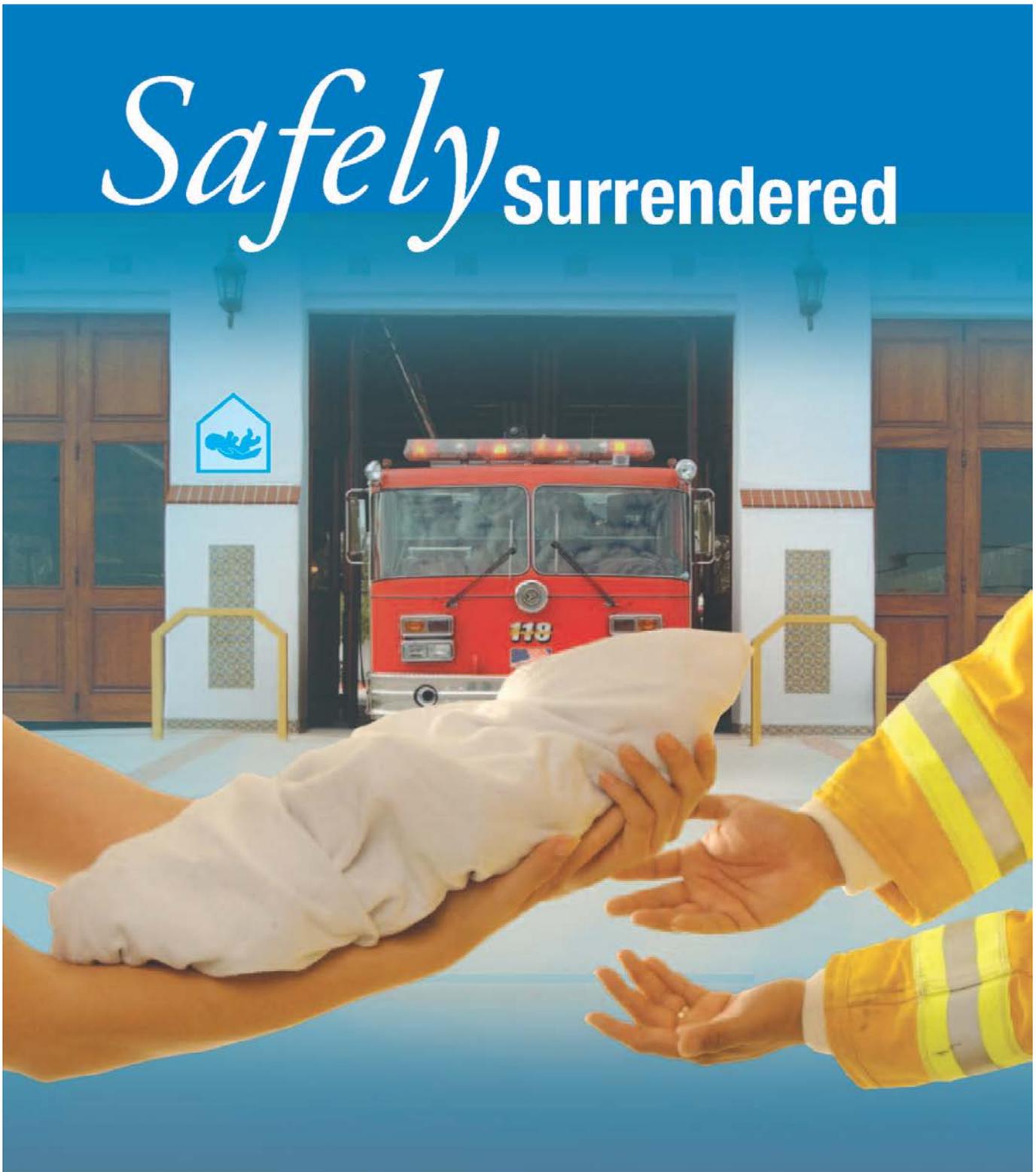
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CONTRACT 17-001
EXHIBIT J

SAFELY SURRENDERED BABY LAW

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

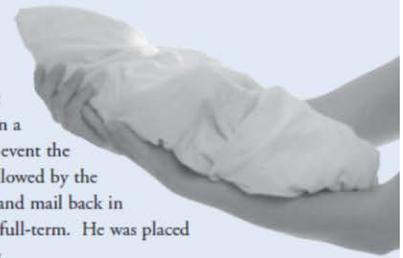
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CONTRACT 17-001
EXHIBIT K

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit K (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract between the Parties. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Data as defined in Section 7.5 of the Contract (consisting of but not limited to County Confidential Information, and Personally Identifiable Information) against internal and external threats, vulnerabilities and risks; and (ii) continuously review and revise those measures to address ongoing threats, vulnerabilities and risks. Failure to comply with the minimum standards set forth in this Exhibit H (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel, agents and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel exposed to County Confidential Information as defined in Section 7.4 of the Contract and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure contract. All contracts with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support contracts (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of Removable Media. For purposes of this Exhibit H (Information Security and Privacy Requirements), "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM),

Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **Data Control, Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personally Identifiable Information), County Data (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations¹; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices². The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization³).
5. **Hardware Return.** Upon termination or expiration of the Contract or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization⁴).
6. **Physical and Environmental Security.** Contractor facilities that process County Data will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

³ Available at <http://www.csrc.nist.gov/>

⁴ Available at <http://www.csrc.nist.gov/>

7. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
8. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
 - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
9. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
 - a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of policies, procedures and guidelines, and other documentation, or technical inspection of systems,

as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Data.

- d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.
10. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
- i. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - ii. **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.
 - iii. **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - iv. **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.

- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
 - i. Audit spans a full twelve (12) months of operation and is produced annually.
 - ii. The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

Security Audits. In addition to the audits described in Section 10 (Contractor Self Audit), during the term of the Contract, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, and others. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

CONTRACT 17-001
EXHIBIT L

DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

[2.202.010 Findings and declarations.](#)[2.202.020 Definitions.](#)[2.202.030 Determination of contractor non-responsibility.](#)[2.202.040 Debarment of contractors.](#)[2.202.050 Pre-emption.](#)[2.202.060 Severability.](#)**2.202.010 - Findings and declarations.**

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.
(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-

responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.
- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
 - (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.

- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
- (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing

will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

CONTRACT 17-001
EXHIBIT M

NOTICE OF EMPLOYEES REGARDING THE FEDERAL
EARNED INCOME TAX CREDIT (IRS NOTICE 1015)

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2012)
Cat. No. 205991

CONTRACT 17-001
EXHIBIT N

CUSTOM PROGRAMMING MODIFICATION REQUEST FORM

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

CUSTOM PROGRAMMING MODIFICATION REQUEST

This document is used to request and document a programming modification and database table updates.

Date _____

Module _____

Requester's Name _____ Phone: _____

Contact Person _____

Modification Type

- Enhancement
- Design Clarification
- Other _____

Modification Description *(Attach other pages if necessary)*

Comments

Modification Approval

| | | |
|-----------------|-----------|------|
| | | |
| Project Manager | Signature | Date |

| | | |
|------------------|-----------|------|
| | | |
| Project Director | Signature | Date |

Contractor Approval

| | | |
|------------------|-----------|------|
| | | |
| Project Director | Signature | Date |

CONTRACT 17-001
EXHIBIT O

TASK/DELIVERABLE ACCEPTANCE FORM

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

| | | |
|---|--|-------------------------|
| (Contractor Name and Address) | | TRANSMITTAL DATE |
| | | CONTRACT NUMBER |
| | | TITLE |
| FROM: Contractor's Project Director (Signature Required) _____ | TO: <i>County Project Director,</i> _____ | |
| <p>Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Contract (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.</p> | | |
| TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Statement of Work) | DELIVERABLES (including Deliverable numbers and brief description as set forth in the Statement of Work) | |
| Comments: | | |
| <p>Attached hereto is a copy of all supporting documentation required pursuant to the Contract, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.</p> | | |
| County Acceptance: | | |
| NAME _____ | SIGNATURE _____ | DATE _____ |
| County's Project Manager | | |
| NAME _____ | SIGNATURE _____ | DATE _____ |
| County's IT Project Manager | | |
| NAME _____ | SIGNATURE _____ | DATE _____ |
| County's Project Director | | |

CONTRACT 17-001
EXHIBIT P

INVOICE DEFICIENCY REPORT

CONTRACT 17-001
EXHIBIT Q

CONTRACT DEFICIENCY REPORT

CONTRACT DEFICIENCY REPORT

TO:

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

| | |
|--|-------|
| _____ | _____ |
| Signature of County Program Manager | Date |
| _____ | _____ |
| Signature of County IT Program Manager | Date |
| _____ | _____ |
| Signature of County Program Director | Date |

CONTRACTOR RESPONSE (Cause and Corrective Action):

| | |
|--|-------|
| _____ | _____ |
| Signature of Contractor Representative | Date |

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

| | |
|------------------------------------|-------|
| _____ | _____ |
| Signature of County Representative | Date |

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

Contractor Representative's Signature and Date

CONTRACT 17-001
EXHIBIT R

PERFORMANCE REQUIREMENTS SUMMARY CHART

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

This PRS Chart relates to Appendix A (Sample Contract) (together with all exhibits thereto, "Contract") to the Request for Proposals for Records Payment Processing System. Capitalized terms used in this PRS Chart without definition have the meanings given to such terms in the Contract. The remedies set forth in this PRS Chart shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit the County's right to terminate this Contract as described in the body of the Contract.

| PERFORMANCE REQUIREMENT | SERVICE | MONITORING METHOD | DEDUCTION ASSESSED |
|--|--|--------------------------------|---|
| CONTRACT: Paragraph 7.0 (Administration of Contract-Contractor), Paragraph, 7.1 (Contractor's Project Manager) | Contractor shall notify the County in writing of any change in name or address of the Project Manager. | Inspection/Observation. | \$50 per occurrence. |
| CONTRACT: Paragraph 18.0 (Standard Terms & Conditions), Paragraph 18.35 (Record Retention & Inspection/Audit Settlement) | Contractor to maintain all required documents as specified in Paragraph 18.35. | File Inspection. | \$10,000 per occurrence or the maximum fine assessed by any applicable Card Issuer, Association or PIN Debit Network, plus refund of any other damages or loss of any kind of nature sustained. |
| CONTRACT: Section 58.0 (Subcontracting) | Contractor shall obtain County's written approval prior to subcontracting any work. | Inspection/Observation. | \$500 per occurrence; Possible termination for default of contract. |
| SOW: Section 5.0 (Quality Assurance Plan) | Contractor shall submit a Quality Assurance Plan on not less than an annual basis following Contract award. | Report Submission. | \$500 dollars per occurrence. |
| SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.1 | Contractor's representative shall attend all scheduled monthly meetings. | Attendance/Observation. | \$50 per occurrence. |
| SOW: Section 5.0 (Quality Assurance Plan), Sub-Section 5.2 | Contractor shall acknowledge reported discrepancies or present contrary evidence to County Project Monitor within three workdays upon receipt of a formal Contract Discrepancy Report. | Inspection/Discrepancy Report. | \$100 per occurrence. |

| PERFORMANCE REQUIREMENT | SERVICE | MONITORING METHOD | DEDUCTION ASSESSED |
|--|--|---|--|
| SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.2 | Contractor shall submit a plan for correction of all deficiencies identified in Contract Discrepancy Report to County Project Monitor within three work days. | Inspection/Discrepancy Report. | \$100 per occurrence. |
| SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.2 | Contractor shall resolve discrepancy within five (5) business days after notification or a time period mutually agreed upon by County and Contractor. | Inspection/Discrepancy Report. | \$100 per occurrence. |
| SOW: Section 7.0 (Responsibilities), Sub-section 7.2.1 | Contractor's Project Manager and alternate shall be available and accessible to RR/CC via telephone on a 24 hour per day basis. | Observation. | \$50 per occurrence. |
| SOW: Section 7.0 (Responsibilities), Sub-section 7.2.1 | Contractor shall provide a designated alternate to act as Project Manager in the event Project Manager is not available by phone or e-mail on a 24 hour per day basis. | Inspection/Observation. | \$100 per day. |
| SOW: Section 7.0 (Responsibilities), Sub-section 7.4 | Contractor shall ensure employees assigned to County facilities are appropriately identified. | Inspection/Observation. | \$100 per occurrence. |
| SOW: Section 8.0 (Work Schedules), Sub-section 8.1 | Contractor shall submit revised schedules within three (3) work days prior to scheduled work. | Inspection/Observation. | \$100 per day. |
| SOW: Section 9.0 (Unscheduled Work), Sub-section 9.2 | Contractor shall prepare and submit a written description (including labor and materials estimate) prior to performing any unscheduled work. | Inspection. | \$100 per day. |
| SOW: Appendix B, Task 4 (Security) <i>Components I, II, III</i> : Subtask 4.1 (Standards & Guidelines) | Contractor to remain a CISP and PCI certified service provider and if necessary provide within 72 hours notification of decertification with a corrective action plan. | -Annual 3 rd party PCI security audit assessment report. -Quarterly Contractor self-reporting to include status of security compliance. | \$10,000 per every 30 days until recertification obtained or the maximum fine assessed by any applicable Card Issuer, Association or PIN Debit Network, plus refund of any other damages |

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| | | -County observation of compliance to security certification from Associations. | or loss of any kind of nature sustained during then non-certification period. |
| SOW: Appendix B, Task 4 (Security), <i>Components I, II, III</i> : Subtask 4.1 (Standards & Guidelines) | Contractor to remain a CISP and PCI certified service provider and if necessary provide within 72 hours notification of decertification with a corrective action plan. | -Annual 3 rd Party PCI security audit assessment report. -Quarterly Contractor self-reporting to include status of security compliance. -County observation of compliance to security certification from Associations. | \$10,000 per every 30 days until recertification obtained or the maximum fine assessed by any applicable Card Issuer, Association or PIN Debit Network, plus refund of any other damages or loss of any kind of nature sustained during then non-certification period. |
| SOW: Appendix B, Task 4 (Security), <i>Component I</i> : Subtask 4.2 (File Transfer) | Contractor maintains minimum of File Transfer Protocol file encryption of 256-bit AES and transactions are protected by public-key encryption utilizing Secure Socket Layer Internet Security Protocol. | -Upon County's request Contractor shall provide evidence of Contractor's ability to decrypt file available. -County observation of maintenance of 256-bit AES SSL encryption. | Suspend Contractor's services and \$10,000 per business day until service level restored. |
| SOW: Appendix B, Task 4 (Security), <i>Component I</i> : Subtask 4.2 (File Transfer) | Contractor to maintain SSL certificate for all Contractor hosted applications and all County hosted or housed applications which are maintained by Contractor. | -Evidence of certificates upon County's request. -County's inspection & observation. | \$10,000 per each business day that digital certificate not produced. |
| SOW: Appendix B, Task 4 (Security), <i>Component I</i> : Subtask 4.4 (Notification/ Reports of Security Incidents) <i>Components II, III</i> : Subtasks 4.3 (Notification /Reports of Security Incidents) | Contractor provides written security incident reports and assessments of all incidents within timeframe specified in each Component. | Inspection/Observation. | \$1,000 per occurrence. |

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| SOW: Appendix B, Task 4 (Security), <i>Component I:</i> Subtask 4.4 (Notification/ Reports of Security Incidents) <i>Components II, III:</i> Subtasks 4.3 (Notification /Reports of Security Incidents) | Contractor shall provide County a letter which certifies the System is CISP, DISC, EMV, PCI, and SDP compliant prior to County issuing the Certificate of Completion for SubTask 8.2 (Acceptance Testing) and annually thereafter on the anniversary of the effective date. | Evidence of letter. | \$50 or \$100 per day until letter is provided. |
| SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Components I, II, III:</i> Subtask 9.1.1 | Contractor corrects Deficiencies within timeframe specified in each Component. | Inspection/Observation. | \$1,000 per occurrence. |
| SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Component I:</i> Subtask 9.1.3 | Contractor shall maintain the Payment processing services at a highly available (99.9%) fully redundant and capable of processing transactions 24 hours per day, 365/366 days a year, with the exception of schedule maintenance. | -Contractor provides self-reporting, which provides System, processor & application utilization statistics. -County observation of production card processing transaction System uptime. | \$10,000 per occurrence. |
| SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Components II, III:</i> Subtask 9.1.3 | Contractor shall maintain the Payment processing services at a highly available (99.9%) fully redundant and capable of processing transactions during business hours Monday through Friday 7:00 A.M. to 8:00 P.M. PT, with the exception of schedule maintenance. | -Contractor provides self-reporting, which provides System, processor & application utilization statistics. -County Observation of production card processing transaction System uptime. | \$10,000 per occurrence. |

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| SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Components I, II, III: Subtask 9.1.4</i> | Contractor shall provide Transaction roundtrip processing Authorization time which does not exceed seven (7) seconds response time as specified in each Component. | -Contractor shall provide self-reporting to include Transaction roundtrips. -County observation of Transaction roundtrips. | Failure to correct deficiencies and to sustain compliance, at County's sole discretion, would result in termination. |
| SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Components I, II, III: Subtask 9.1.5</i> | Contractor shall provide written notification to County of scheduled maintenance and Updates that impact System no less than one (1) calendar week. County reserves the right to approve or disapprove the maintenance scheduled based on RR/CC business needs. | Inspection/Observation. | Delayed schedule maintenance & updates at Contractor's sole expense. |
| SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Components I, II, III: Subtask 9.1.6</i> | Contractor shall perform scheduled maintenance between the hours specified in each Component. | Inspection/Observation. | Delayed schedule maintenance & updates at Contractor's sole expense. |
| SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Components I, II: Subtask 9.1.9</i> <i>Component III: Subtask 9.1.7</i> | Contractor shall provide up-to-date written product Specifications within 2 business days of every Update and Custom Programming Modification. | Inspection/Observation | 1,000 per day occurrence. |

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| SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Components I, II:</i> Subtask 9.1.11 <i>Component III:</i> Subtask 9.1.8 | Contractor shall back up County data regularly based upon a mutually agreed upon interval to maintain System recoverability. | Inspection/Observation | \$100,000 per occurrence where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined by County. |
| SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Components I, II:</i> Subtask 9.1.12 <i>Component III:</i> Subtask 9.1.10 | Contractor shall store at least 12 months of live County data encrypted in 256-bit AES before archiving and provide County access of archived data. | Inspection/Observation | \$100,000 per occurrence where requested data cannot be located an any resulting damage and/or loss of any kind or nature as determined by County. |
| SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Components I, II:</i> Subtask 9.1.14 <i>Component III:</i> Subtask 9.1.12 | Contractor shall make live and archived data available to County upon 10 business days of County request for such data. | Inspection/Observation | \$1,000 per day where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined by County. |
| SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Components I, II:</i> Subtask 9.1.16 <i>Component III:</i> Subtask 9.1.14 | Toll free access telephone number to real time technical support staff or via e-mail for assistance with any Contractor owned equipment, including, but not limited to, computer, printer, fax machine, Express courier\regular mail scanner, software, authentication server, phone lines, and specific customizations during normal business hours 8:00 A.M. to 5:00 P.M. PT, Monday through Friday. | Inspection/Observation | \$1,000 per day RR/CC is unable to process work due to downtime. |

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| SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Components I, II:</i> Subtask 9.1.19 <i>Component III:</i> Subtask 9.1.17 | Notification to County designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified and comply with the average wait time as specified for each Component with a Resolution within 48 hours after incident is identified. | Inspection/Observation | \$1,000 per day RR/CC is unable to process work due to downtime. |
| SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Components I, II:</i> Subtask 9.1.20 <i>Component III:</i> Subtask 9.1.18 | Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 8:00 A.M. to 5:00 P.M. PT. Reply e-mails shall not be automatically generated responses, but should provide custom response to question. | Inspection/Observation | \$1,000 per day RR/CC is unable to process work due to downtime. |
| SOW: Appendix B, Task 11 (Operations Services) <i>Components I, II, III:</i> Subtask 11.2 (Additional Training) | Contractor provides additional training within the five business days of request. | Inspection/Observation | \$1,000 per day until training is provided |
| SOW: Appendix B, Exhibits 1, 5, 9 (Functional Requirements) | Contractor complies with all functional requirements as specified in each Component. | Inspection/Observation | \$10,000 per occurrence |
| SOW: Appendix B, Exhibits 2, 6, 10 (Business Requirements) | Contractor complies with all business requirements as specified in each Component. | Inspection/Observation | \$10,000 per occurrence |