



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made as of 9/1/2020 by and between the South Bay Cities Council of Governments, a California joint powers authority (“SBCCOG” or “Subcontractor”) and ICF Resources, LLC (“Contractor” or ICF Resources, LLC”).

RECITALS

A. ICF Resources, LLC desires to utilize the services of SBCCOG as an independent contractor to provide specified professional services to ICF Resources, LLC as set forth in Exhibit A, to assist ICF Resources, LLC in the completion of the County of Los Angeles (“Client”) Energy Support Services.

B. The goal of this program is to provide regional engagement, outreach, and implementation support for the Southern California Regional Energy Network (SoCalREN) Residential Sector.

C. SBCCOG represents that it is fully qualified to perform consulting services by virtue of its experience and the training, education, and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Services.

1.1 The nature and scope of the specific services to be performed by SBCCOG are as described in Exhibit A, attached hereto and incorporated herein by reference.

1.2 SBCCOG agrees to conduct its best effort to assist with the success of the program and understands that the ICF Resources, LLC assumes full responsibility to manage and produce the program.

1.3 ICF Resources, LLC and participating agencies shall provide all relevant documentation in their possession to the SBCCOG upon request in order to minimize duplication of efforts. The ICF Resources, LLC staff shall work with the SBCCOG as necessary to facilitate performance of the services.

2. **Term of Agreement.** This Contract shall take effect September 1, 2020 and shall continue until March 31, 2021 unless earlier terminated pursuant to the provisions of paragraph 14 herein. The term of this Agreement may be extended by mutual agreement of the parties as may be necessary or desirable to carry out its purposes.

3. **Compensation.** ICF Resources, LLC shall pay for services based on the not to exceed budget of \$25,000.00 as described in Exhibit A.

4. **Terms of Payment.** SBCCOG shall submit monthly invoices for services rendered and for reimbursable expenses incurred. The invoice should include: an invoice number, the dates covered by the invoice, the hours expended, and a summary of the work performed. Contractor shall pay the invoices within five (5) days after Contractor receives payment for the invoiced services from the Client.

5. **Parties’ Representatives.** Jacki Bacharach shall serve as the SBCCOG’s representative for the administration of the project. All activities performed by the SBCCOG shall be coordinated with this person. Paul Kylo shall be in charge of the project for the Contractor on all



matters relating to this Agreement and any agreement or approval made by him/her shall be binding on the Contractor.

6. Addresses.

SBCCOG:

South Bay Cities Council of Governments
2355 Crenshaw Blvd., Suite 125
Torrance, CA 90501
Attention: Jacki Bacharach, Executive Director

ICF Resources, LLC:
9300 Lee Highway
Fairfax, VA 22031
Attention: Paul Kylo, Director

7. Status as Independent Contractor.

A. SBCCOG is, and shall at all times, remain as to ICF Resources, LLC, a wholly independent contractor. SBCCOG shall have no power to incur any debt, obligation, or liability on behalf of ICF Resources, LLC or any participating agency or otherwise act on behalf of ICF Resources, LLC or any participating agency as an agent except as specifically provided in the Scope of Services. Neither ICF Resources, LLC nor any of its agents shall have control over the conduct of SBCCOG or any of SBCCOG's employees, except as set forth in this Agreement. SBCCOG shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of ICF Resources, LLC.

B. SBCCOG shall fully comply with the workers' compensation law regarding SBCCOG and SBCCOG's employees. SBCCOG further agrees to indemnify and hold ICF Resources, LLC harmless from any failure of SBCCOG to comply with applicable worker's compensation laws.

8. Standard of Performance. SBCCOG shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions.

9. Indemnification. SBCCOG agrees to indemnify the Client, Contractor, Contractor's subsidiaries, affiliates, directors, and participating public agencies, their respective officers, staff, agents, volunteers, employees, and attorneys against, and will hold and save them and each of them harmless from, and all actions, claims, suits, injuries, deaths, expenses, or actual attorneys' fees, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the acts, gross negligence, errors or omissions of SBCCOG, its agents, employees, subcontractors, or invitees, including each person or entity responsible for the provision of services hereunder, except for liability resulting from the sole negligence or wrongful acts of the Contractor or a participating agency.

10. Insurance. SBCCOG shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by ICF Resources, LLC

- (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 each occurrence limit coverage and \$2,000,000 general aggregate limit against any injury, death, loss or damage as a result of wrongful or negligent acts by SBCCOG, its officers, employees, agents, and independent contractors in performance of services under this Agreement;
- (2) property damage insurance with a minimum limit of \$1,000,000.00;
- (3) automotive liability insurance, with minimum combined single limits coverage of \$1,000,000.00;



- (4) worker's compensation insurance with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater.
- (5) Employers liability insurance with a minimum occurrence limit of \$1,000,000 per bodily injury by accident, \$1,000,000 per bodily injury by disease policy limit, and \$1,000,000 bodily injury by disease for each employee;
- (6) Umbrella and or Excess liability insurance – General Liability, Automobile Liability and Employers Liability will drop down over reduced or exhausted aggregate limits of the underlying policy(ies) of \$1,000,00 per occurrence and \$1,000,000 aggregate.

ICF Resources, LLC, its Client and participating public agencies, their respective officers, employees, attorneys, staff SBCCOGs, and volunteers shall be named as additional insureds on the policy (ies) as to comprehensive general liability, property damage, and automotive liability. The policy (ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the ICF Resources, LLC shall be excess insurance only. All coverage obtained and maintained by the Subcontractor and the Certificate of Insurance shall indicate:

ICF Resources, LLC, its subsidiaries and the County of Los Angeles are included as Additional Insured as respect to the General Liability and Automobile Liability policies. Waiver of Subrogation is included to the extent permitted by law. All policies are primary and, with the exception of Professional Liability, non-contributory with any and all applicable coverage, contain cross-liability coverage, and severability of interests language.

A. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving Contractor thirty (30) day's prior written notice thereof. SBCCOG agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of SBCCOG pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the Contractor; and shall be placed with a current A.M. Best's rating of no less that A VII.

C. SBCCOG shall submit to ICF Resources, LLC (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than five (5) day prior to beginning of performance under this Agreement. Endorsements shall be executed on ICF Resource, LLC's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the ICF Resource, LLC has agreed in writing to accept.

11. Confidentiality. Parties agree to preserve as confidential all Confidential Information that has been or will be provided to each other.

12. Ownership of Materials. All materials provided by SBCCOG in the performance of this Agreement shall be and remain the property of ICF Resources, LLC and its partner organizations without restriction or limitation upon their use or dissemination by ICF Resources, LLC. The SBCCOG will retain non-exclusive perpetual rights to the use of material developed under this Agreement.

13. Conflict of Interest. It is understood and acknowledged that SBCCOG will serve as an agent of the ICF Resources, LLC and the participating agencies for the limited purpose of implementation of this project.

14. Termination. Either party may immediately terminate this Agreement without cause



upon written notice to the other party. The effective date of termination shall be the date specified in the notice of termination. In the event of termination by ICF Resources, LLC, SBCCOG shall discontinue performing services immediately and ICF Resources LLC shall pay SBCCOG for the services performed to that date. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement immediately.

15. Personnel. SBCCOG represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by SBCCOG or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. SBCCOG reserves the right to determine the assignment of its own employees to the performance of SBCCOG's services under this Agreement, but ICF Resources, LLC reserves the right, for good cause, to require SBCCOG to exclude any employee from performing services on ICF Resources's or Client's premises.

16. Non-Discrimination and Equal Employment Opportunity.

A. SBCCOG shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement and will comply with all rules and regulations of ICF Resources, LLC relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. SBCCOG will, in all solicitations or advertisements for employees placed by or on behalf of SBCCOG state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

17. Assignment. SBCCOG shall not assign or transfer any interest in this Agreement nor the performance of any of SBCCOG's obligations hereunder, without the prior written consent of ICF Resources, LLC, and any attempt by SBCCOG to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

18. Compliance with Laws. SBCCOG shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Each party is responsible for paying its own all federal and state income taxes, including estimated taxes, and all other government taxes, assessments and fees incurred as a result of his/her performance under this Agreement and the compensation paid by or through this Agreement.

19. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by ICF Resources, LLC of any payment to SBCCOG constitute or be construed as a waiver by ICF Resources, LLC of any breach of covenant, or any default which may then exist on the part of SBCCOG, and the making of any such payment by ICF Resources, LLC shall in no way impair or prejudice any right or remedy available to ICF Resources, LLC with regard to such breach or default.

20. Resolving Disputes. If a dispute arises under this Agreement, prior to instituting litigation the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.



21. **Severability.** If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect provided that the principal purposes of the parties are not thereby frustrated.

22. **Notices.** Any notices required to be given under this Agreement by either party to the other may be affected by any of the following means: by electronic correspondence (email), by personal delivery in writing by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written or electronic notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Electronic notices are deemed communicated as of actual time and date of receipt. Any electronic notices must specify an automated reply function that the email was received. The email addresses for each party are as follows:

Jacki Bacharach – jacki@southbaycities.org
Paul Kylo – Paul.Kylo@icf.com

23. **Governing Law.** This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

25. **Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between SBCCOG and ICF Resources, LLC. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

26. **Exhibits.** All exhibits referred to in this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"SBCCOG"
South Bay Cities Council of Governments

By: _____
(Olivia Valentine, Chair) (Signature)

Title: _____

Date: _____

Attest: _____
SBCCOG Secretary

ICF Resources, LLC

By: _____
(Signature)



(Sara Delli Carpini, Subcontracts Administrator)

Title: _____

Date: _____



APPENDIX A

STATEMENT OF WORK

ICF seeks to engage South Bay Cities Council of Governments (SBCCOG) to provide regional engagement, outreach, and implementation support for the Southern California Regional Energy Network (SoCalREN) Residential Sector. ICF has requested assistance with general program support, program marketing, regional engagement support, education and training, and program motivation.

SBCCOG shall be guided in their work by program documents provided by ICF, as well as ongoing coordination with the designated ICF task leads. ICF will provide all necessary promotional materials, enrollment forms, online content, education and training curriculum, reports on participation levels and progress towards goals, and other documentation necessary to complete tasks. All tasks conducted by the SBCCOG will be within the SBCCOG service territory.

ICF Contract Manager: Paul Kylo

Date Range: September 1, 2020 – December 31, 2020

Total Approved Budget for Work Plan Scope: \$25,000

Work Plan

Task 1: General SoCalREN Program Support

ICF Lead: Paul Kylo, Courtney Owen and Lorelei Penera supporting

SBCCOG Lead: Kim Fuentes with support of Cierra Washington, Chandler Sheilds, and Martha Segovia

Activities:

- Monthly check-ins
- Overall regional partnership strategy collaboration
- Support with building and refining tasks and metrics to track
- Participation in limited ad hoc meetings

Deliverable:

- Monthly invoice (timing TBD based on agreement)

Task 2: Program Marketing

ICF Lead: Courtney Owen, Jessie Mancilla supporting

SBCCOG Lead: Chandler Sheilds, Cierra Washington

Activities:

- Develop and execute ongoing communications strategies to support promotion of the Residential Program
- Coordinate with ICF team to develop customized materials
 - Website updates
 - Email marketing campaigns/newsletter articles
 - Presentation development
 - Social media development and activities



- Fact sheets and collateral for regional engagement
- Identify and attend regional conferences/events to promote SoCalREN and its programs and drive Residential Program engagement – various SBCCOG members of the team will be attending conferences and events based on topic. SBCCOG team members include Kim Fuentes, Martha Segovia, Chandler Sheilds, and Cierra Washington.

Deliverables:

- Add content about and links to SoCalREN Residential Programs to SBCCOG website
- As content is provided by ICF, post information about SoCalREN Residential Programs monthly on SBCCOG social media accounts

Task 3: Regional Engagement Support

ICF Lead: Courtney Owen and Lorelei Penera

SBCCOG Lead: Kim Fuentes with support from Cierra Washington, Martha Segovia, and Chandler Sheilds

Activities:

- Support strategy development and conduct outreach to SBCCOG regional agencies for the purposes of lead generation for Residential projects or programs
- Attend virtually Residential customer or sector meetings as needed to support Residential sector pipelines
- Support regional outreach of Residential programs including customer recruitment activities

Deliverables:

- Kick-off discussion to discuss goals and identify goal metrics
- Monthly reporting of engagement activities

Task 4: Education and Outreach for Residential Programs

ICF Lead: Lorelei Penera, Courtney Owen supporting

SBCCOG Lead: Cierra Washington with support from Martha Segovia and Chandler Sheilds

Activities:

- Attend virtual ICF program training to obtain knowledge of services and offerings
- Identify potential meetings and events where the Residential team can present in the region served by SBCCOG
- Identify community groups and provide introduction for ICF to give presentations for participation and recruitment

Deliverables:

- Provide weekly e-mail updates to ICF when activity occurs
- Participate in virtual kick-off meeting and monthly check-in call with ICF
- Track contact and outreach to local community organizations and report to ICF
- Track number of events held and attendance and report to ICF – events may be held virtually
- Distribute ICF provided program collateral to local community organizations



- Invite Residential Team staff to present at events in region served by SBCCOG including virtual format

Task 5: Kits for Kids Enrollment Support

ICF Lead: Courtney Owen, Lorelei Pennera supporting

SBCCOG Lead: Martha Segovia and Cierra Washington with support from Chandler Shields

Activities:

- Provide information about Kits for Kids to Elementary School (private and/or public) leadership within the SBCCOG service territory
- Enroll eligible Schools to participate in the Program

Deliverables:

- Develop list of eligible Elementary Schools within the area region served by SBCCOG and assist with enrollment
- Track contact and outreach to Schools and report to ICF
- Provide weekly e-mail updates to ICF as activity occurs
- Participate in virtual kick-off meeting and monthly check-in call with ICF

Kim Fuentes	Deputy Executive Director	\$140
Martha Segovia	Environmental Services Analyst II	\$78
Chandler Shields	Environmental Services Analyst I	\$62
Cierra Washington	Environmental Services Analyst I	\$62



APPENDIX B
FEE SCHEDULE

1. Type of Subcontract: Time and Material
2. Services provided by Subcontractor personnel will be billed at the following hourly rates:

Personnel	Labor Category	Rate	NTE Hours	Total NTE	Funded
Kim Fuentes	Deputy Executive Director	\$140	61.00	\$8,540.00	\$8,540.00
Martha Segovia	Environmental Services Analyst II	\$78	60.00	\$4,680.00	\$4,860.00
Chandler Shields	Environmental Services Analyst I	\$62	75.00	\$4,650.00	\$4,650.00
Cierra Washington	Environmental Services Analyst I	\$62	115.00	\$7,130.00	\$7,130.00

3. The total funded Value of this subcontract is as indicated below:

Total Value	Period of Performance	Funded Value
\$25,000.00	9/1/2020 – 12/31/2020	\$25,000.00



APPENDIX C

PRIME CONTRACT FLOW

The following clauses are hereby incorporated in full text and by reference. The clauses incorporated by reference have the same force and effect as if they were given in their full text.

In all such clauses, unless the context of the clause requires otherwise, the term “Contractor” shall mean Subcontractor, the term “County” shall mean ICF and the term “Master Agreement” shall mean this Subcontract Agreement and any attachments.

7.6 Confidentiality

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

7.6.2 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 subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 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.

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

7.6.4 Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit G3.

7.6.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Non-Employee Acknowledgment and Confidentiality Agreement”, Exhibit G4.

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 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.

8.5.2 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 any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 8.5 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 other equitable relief, or make any admission, in each case, on behalf of County without County’s prior written approval.

8.6 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 Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program: This Master Agreement 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 D and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor 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 (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

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

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

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 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 this Master Agreement, 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.

8.11.3 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.

8.11.4 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.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE 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 Energy Support Services Master Agreement Page 21 Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. 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.

8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement 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.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement 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.

8.18 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.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, 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 Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director 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 Director 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 may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, 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.

8.25.3 The action noted in sub-paragraph 8.25.2 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 Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 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.

8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.27.3 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.

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

8.27.5 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.27.6 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 sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this subparagraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement 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 Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, 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 Master Agreement.

8.29 NOTICE OF DELAYS

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

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, 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 E of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, 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.

8.35.2 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 an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement 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 Master Agreement. 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 Master Agreement. 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 Master Agreement 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.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement 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 Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, 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 Master Agreement 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 Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.40 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 sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement 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 Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. 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.

8.43.2 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.

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

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Master Agreement 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.

8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement 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 TIME OFF FOR VOTING

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



EXHIBIT C CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- 1.The Contractor has a written policy statement prohibiting Yes No
discrimination in all phases of employment.
- 2.The Contractor periodically conducts a self analysis Yes No
or utilization analysis of its work force.
- 3.The Contractor has a system for determining if Yes No
its employment practices are discriminatory
against protected groups.
- 4.Where problem areas are identified in employment Yes No
practices, the Contractor has a system for taking
reasonable corrective action, to include
establishment of goals or timetables.

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date



EXHIBIT D

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.

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

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

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

2.203.030 Applicability.



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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

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

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

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

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

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

- 1.Has ten or fewer employees during the contract period; and,
- 2.Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
- 3.Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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



EXHIBIT G4

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name ICF Resources, LLC

Non-EmployeeName _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE:DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____



APPENDIX D

Data Protection Addendum

This California Consumer Protection Act Data Protection Addendum ("CCPA DPA") forms part of the Agreement between Contractor ("ICF" or "Data Controller") and Subcontractor ("Supplier" or "Data Processor") for the Services to reflect the Parties' agreement concerning the Processing of California Consumers' or Data Subjects' Personal Data on Contractor or Contractor's Customer's behalf.

The obligations set forth in this CCPA DPA are in addition to, and not exclusive of, any obligations provided by law. To the extent the data protection terms contained in this CCPA DPA conflict or are inconsistent with any other agreement of the Parties or privacy statements, the terms contained in this CCPA DPA shall control. All other terms and conditions in the Agreement shall remain in full force and effect. For purposes of this CCPA DPA, the Agreement includes any data processing terms that Contractor and Subcontractor have executed in connection with or as a part of the Agreement in order to address, as applicable, EU General Data Protection Regulation requirements or data protection requirements under other applicable laws ("Existing DPA").

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as a DPA to the Agreement. Except where the context requires otherwise, references in this CCPA DPA to the Agreement are to the Agreement as amended by, and including, this CCPA DPA.

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified in Appendix 1, the terms of the Agreement shall remain in full force and effect. This CCPA DPA contains Subcontractor's Technical and Operational Measures, which procedures are in addition to and cumulative of the requirements of the Agreement.
 - 3.2.1 Process the types of Contractor Personal Data relating to the categories of Data Subjects set forth in Annex 1 to this CCPA DPA ("Details of Processing").
 - 3.2.2 Process Contractor Personal Data: (i) in accordance with the Agreement and applicable SOWs or related orders forms; (ii) to provide the Services; (iii) for Contractor's use of the Services; (iii) to comply with Contractor's documented reasonable instructions provided by (e.g., via email) where such instructions are consistent with the terms of the Agreement; and (iv) to provide the Services.
 - 3.2.3 not Process, transfer, modify, amend or alter the Contractor Personal Data or disclose or permit the disclosure of the Contractor Personal Data to any third party other than in accordance with the Contractor's documented instructions (whether in the Agreement or otherwise) unless Processing is required by applicable Data Protection Laws and Regulations to which Subcontractor is subject, in which case Subcontractor shall to the extent permitted by such law inform the Contractor of that legal requirement before Processing that Personal Data.
 - 3.2.4 not sell, rent, release, disclose, disseminate, retain, make available, transfer or otherwise communicate Contractor Personal Data to: (i) any third party for monetary or other valuable consideration; and (ii) for any purpose other than to perform the Services.
 - 3.2.5 not retain, use or disclose such Contractor Personal Data: (i) for any purpose other than to perform the Services or (ii) outside of the direct relationship between Contractor and Subcontractor.
 - 3.2.6 provide documented certification that Subcontractor understands the restrictions on its processing of such Contractor Personal Data as set forth in this Section 3.2.
 - 3.2.7 generate from the Personal Data De-identified Data or Aggregated Data unless prohibited by applicable law for the purpose of providing the Services and enhancing the features, functions, and performance of the Services. All De-identified Data and Aggregated Data shall be owned solely and exclusively by Supplier. De-identified Data and Aggregated Data cease to be Personal Data, including without limitation for purposes of the Agreement, and Subcontractor may, during and after the term of the Agreement, use, reproduce, distribute, sell and otherwise commercialize such De-identified Data and Aggregated Data.
2. **Roles of the Parties.**
 - 2.1 During the Term of the Agreement, the Parties agree to comply with Data Protection Laws and Regulations directly applicable to their respective businesses.
 - 2.2 As between the Parties for the Processing of Contractor Personal Data, Contractor shall be the Data Controller and Subcontractor shall be the Data Processor. Contractor shall be solely responsible for determining compliance with Data Protection Laws and Regulations as the Data Controller. Subcontractor shall be solely responsible for determining compliance with Data Protection Laws and Regulations as the Data Processor.
 - 2.3 In no event will either Party be required to monitor or advise the other regarding the Data Protection Laws and Regulations applicable to other Party concerning Contractor Personal Data.
 - 2.4 Subcontractor will provide verifiable notice to California Data Subject through Contractor's applicable local country privacy statement. Such privacy statement must comply with applicable Data Protection Laws and Regulations.
 - 2.5 Subcontractor will obtain California Data Subjects' verifiable, freely given, specific and unambiguous consent, where required by Data Protection Laws and Regulations, to Process California Data Subject Personal Data in the Services.
3. **Processing of Personal Data.**
 - 3.1 Contractor's Processing of Personal Data. Contractor shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Contractor's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Contractor shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Contractor acquired Personal Data.
 - 3.2 Subcontractor's Processing of Personal Data. In connection with Subcontractor's provision of Services to Contractor under the Agreement, if Subcontractor receives any California Data Subject Personal Data (as such term or any analogous term may be as defined under applicable law) from or on behalf of Contractor for Processing on Contractor's or its Contractors' behalf to provide the Services, then Subcontractor will:
 4. **Confidentiality and Discloser.** Subcontractor will:
 - 4.1.1 treat Contractor Personal Data as Confidential Information.
 - 4.1.2 ensure that its personnel engaged in the Processing of Contractor Personal Data are informed of the confidential nature of the Contractor Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements.



- 4.1.3 ensure that such confidentiality obligations survive the termination of the personnel engagement.
- 4.1.3.1 ensure the reliability of any Subcontractor personnel, contractor or agent engaged in the Processing of Personal Data.
- 4.1.4 be permitted to disclose Contractor Personal Data to (i) Permitted (Sub)processor, and then solely to enable the Permitted Service Provider to provide services for Contractor's benefit, and/or (ii) those of Permitted (Sub)processor's authorized and need to know employees in order to provide Services for Contractor's benefit.
- 4.1.5 ensure that Subcontractor's access to Contractor Personal Data is limited to those individuals who need access to perform Services in the context of that individual's duties to Subcontractor.
- 4.1.6 not disclose or permit the disclosure of the Contractor Personal Data to any third party other than in accordance with Contractor's documented instructions.
- 4.1.7 be permitted to disclose Contractor Personal Data as may be required by law, regulation, judicial or administrative process or in connection with litigation pertaining thereto, provided that Subcontractor first gives Contractor prompt notice, where feasible, and a reasonable opportunity to seek an injunction to prevent the disclosure of Contractor Personal Data if Contractor believes such disclosure is not legally required.
- 5. **Return and Deletion of Contractor Personal Data.**
- 5.1 Subcontractor, within ninety (90) calendar days of the Relevant Date, will: (i) return a complete copy of all Contractor Personal Data to Contractor by secure file transfer in such format as notified by Contractor to Subcontractor and (ii) Delete and procure the Deletion of all other copies of Contractor Personal Data Processed by Subcontractor or any Authorized (Sub)processor.
- 5.2 Subject to Section 5.3, Contractor may, in its discretion, notify Subcontractor in writing within thirty (30) days of the Relevant Date to require Subcontractor, at Subcontractor's sole expense, to Delete and procure the Deletion of all copies of Contractor Personal Data Processed by Subcontractor or any (Sub)processor. Subcontractor shall comply with any such written request within ninety (90) days of the Relevant Date.
- 5.3 Subcontractor may retain Contractor Personal Data to the extent required by Applicable Laws only to the extent and for such period as required by Applicable Laws and always provided that Subcontractor shall ensure the confidentiality of all such Contractor Personal Data and shall ensure that such Contractor Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.
- 5.4 Subcontractor, upon Contractor's prior written request, shall provide written certification to Contractor that it has fully complied with this Section 4 within ninety (90) days of the Relevant Date.
- 6. **(Sub)Processing.**
- 6.1 Subcontractor may:
 - 6.1.1 not engage any (Sub)processors (excluding its own personnel, resources or Subcontractor Affiliates) to Process Contractor Personal Data without Contractor's prior written approval, except as set out in Annex 2 ("Authorized (Sub)processor") in connection with the provision of the Services.
 - 6.1.2 shall implement adequate due diligence on each pre-approved (Sub)processor to ensure that it is capable of providing the level of protection for Contractor Personal Data as is required by this CCPA DPA and enter into a written agreement with each (Sub)processor containing data protection obligations not less protective than those in this CCPA DPA with respect to the protection of Contractor Personal Data to the extent applicable to the nature of the Services provided by such (Sub)processor.
 - 6.1.3 remain fully liable to Contractor for any failure by any (Sub)processor to fulfil its obligations in relation to the Processing of any Contractor Personal Data, except as otherwise set forth in the Agreement.
- 6.2 **Objection Right for New (Sub)processors.** If (Sub)processors are used, Contractor may object to Subcontractor's use of any new (Sub)processor by notifying Subcontractor promptly in writing within ten (10) business days after receipt of Subcontractor's notice in accordance with the mechanism set out in Section 6.1. In the event Contractor objects to a new (Sub)processor, as permitted in this Section, Subcontractor will make available to Contractor a change in the Services or recommend a change to Contractor's configuration or use of the Services to avoid Processing of Contractor Personal Data by the objected-to new (Sub)processor without unreasonably burdening the Contractor.
- 7. **International Transfers of Contractor Personal Data.**
- 7.1 Subcontractor shall not Process Contractor Personal Data nor permit any (Sub)processor to Process Contractor Personal Data originating from the EEA in a Restricted Country unless Contractor provides Subcontractor prior written authorization subject to applicable SCCs or other lawful transfer mechanism.
- 8. **Data Protection Impact Assessment and Prior Consultation.**
- 8.1 Upon Contractor's prior written request and solely in relation to Subcontractor's Processing of Contractor Personal Data, Subcontractor shall provide Contractor with reasonable cooperation and assistance needed to help Contractor:
 - 8.1.1 fulfil Contractor's obligation under the applicable Data Protection Laws and Regulations to implement a data protection impact assessment related to Contractor's use of the Services, to the extent Contractor does not otherwise have access to the relevant information.
 - 8.1.1.1 in the cooperation or prior consultation with the Supervisory Authority of Contractor in the performance of its tasks relating to this of the DPA, to the extent required under applicable Data Protection Laws and Regulations.
- 9. **Data Subject Rights.**
- 9.1 Taking into account the nature of the Processing, Subcontractor, to the extent legally permitted, will:
 - 9.1.1 promptly notify Contractor if Subcontractor receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure/right to be forgotten, data portability, object to the Processing, right not to be subject to an automated individual decision making ("Data Subject Request").
 - 9.1.2 assist Contractor to facilitate the fulfilment of Contractor's obligation to respond to a Data Subject Request to exercise their rights under Data Protection Laws and Regulations.
 - 9.1.3 assist Contractor in responding to Data Subject Requests, to the extent the response to such Data Subject Request is required under Data Protection Laws and Regulations.
- 10. **Security Controls and Safeguards.**
- 10.1 Subcontractor has implemented and will maintain appropriate administrative, technical, organizational, security and physical safeguards, which at a minimum, designed to (i) ensure the confidentiality, integrity, availability and resiliency of Personal Data; (ii) protect Personal Data against any anticipated threats or hazards to confidentiality, integrity, availability and resiliency of Personal Data; (iii) protect against any actual or suspected unauthorized Processing, loss, disclosure, or acquisition of or access to any Personal Data or confidential information during the Agreement Term and as long as Contractor Personal Data is in Subcontractor's possession or under Subcontractor's control; and (iv) prevent the re-identification of any De-identified Data. Such controls include, but are not limited to:
 - 10.1.1 Data Protection Security Awareness and Training. Subcontractor requires and will continue to require annual security and privacy training for all personnel with access to Contractor Personal Data.
 - 10.1.2 Background Checks. Subcontractor shall perform a criminal background check on any employee performing

- Subcontractor Services under the Agreement, as required under the local laws and common practices.
- 10.1.3 Access Limitations. Subcontractor will (i) limit access to its information systems and the facilities in which they are housed to authorized persons under the Agreement and to those persons who are reasonably required to know such information to perform the Services; (ii) subject such authorized persons to user authentication and log on processes when they need access to Contractor Personal Data. Such access shall be accompanied by, at a minimum, a written procedure that sets forth the manner in which access to Contractor Personal Data is restricted, and storage of the Contractor Personal Data in locked facilities, storage areas or containers; (iii) accompany such access with a written procedure that sets forth the manner in which Subcontractor restricts access to Contractor Personal Data; (iv) store the Contractor Personal Data in locked facilities, storage areas or containers; and (v) remove Subcontractor personnel access to Contractor Personal Data upon employment termination or a change in job status that results in the personnel no longer requiring access to Customer Personal Data.
- 10.1.4 Password Protection. Subcontractor will not log passwords. Subcontractor will (i) require strong password standards (12 characters minimum), which include length, complexity and expiration and (ii) block access after a six (6) account attempt lockout threshold at a maximum is met.
- 10.1.5 Encryption. Subcontractor, at a minimum and where Subcontractor transmits Contractor Personal Data and communication, will use (i) industry-accepted encryption products, including 128-bit TLS Certificates 2048-bit RSA public keys at a minimum to protect Contractor Personal Data and communications during transmissions between a Contractor's and Subcontractors network and ii) AES-256 encryption for all data, including Contractor Personal Data, transmitted between data centres for replication purposes across a dedicated, encrypted link.
- 10.1.6 De-identified Data. Subcontractor, where required under related Main Agreement, and not contrary to applicable laws, will ensure Subcontractor (i) implements technical safeguards that prohibit re-identification of the Data Subject; (ii) implements business processes that specifically prohibit re-identification of the Data; (iii) implements business processes to prevent inadvertent release of de-identified Data; and (iv) makes no attempt to re-identify the Data.
- 10.1.7 Monitoring, Testing and Detection. Subcontractor will: (i) employ an industry standard network intrusion detection system and firewalls to monitor and block suspicious network traffic; (ii) reviews access logs on servers and security events and retaining network security logs for 180 days; (iii) review privileged access to production systems; (iv) perform network vulnerability assessments on a regular basis; (v) perform scans using commercially available scanning tools that identify application and operating system vulnerabilities; (vi) maintain a vulnerability remediation program; (vii) ensure all endpoints run an anti-virus solution and applies timely signature updates; (viii) patch all critical, exploitable vulnerabilities in a commercially reasonable time frame; (ix) **engage upon Contractor's prior written request, third parties to perform network penetration testing on at least an annual basis**; (x) maintain any software or system design, develop, configure or implement under the Agreement in accordance with applicable security standards and commercial industry practices; and (xi) regularly monitor network and production systems and implement and maintain security controls and procedures designed to prevent, detect and respond to identified threats and risks to reasonably calculate and prevent unauthorized access to or unauthorized use of Contractor Personal Data, and upgrade information safeguards as necessary to limit risks.
- 10.1.8 PCI-DSS Compliance. If and where applicable, Subcontractor shall comply, where applicable and relevant to performing Services, with the appropriate Payment Card Industry Data Security Standards and shall not retain credit card information of Users (except last four-digit identifiers for transaction verification) after transmission of transactions to the credit card issuers.
- 10.1.9 Access To Contractor Systems. Where Subcontractor will access Contractor's systems, Subcontractor will comply with either Contractor's standards for third party access to Contractor systems or equivalent program standards, and Subcontractor will provide Contractor with written documentation of such program, which will be incorporated herein by reference. Subcontractor's access to such systems, if applicable, shall be limited to: (i) Subcontractor personnel who require access in order to perform Services under this Agreement; (ii) the Term of the Agreement or such other time as Contractor may determine in its sole discretion; and (iii) Contractor systems identified by Contractor as critical to the performance of this Agreement.
- 10.1.10 Remediation and Response. Subcontractor: i) documents responsive actions taken regarding any data protection incident and implements mandatory post-incident review of events and actions taken, if any, to change business practices relating to protection of Contractor Personal Data.
- 10.1.11 Business Continuity and Disaster Recovery. Subcontractor will: (i) design or has designed its production data centres to mitigate the risk of single points of failure and provide a resilient environment to support service continuity and performance; (ii) utilize secondary facilities that are geographically diverse from their primary data centres, along with required hardware, software, and Internet connectivity, in the event Subcontractor production facilities at the primary data centres were to be rendered unavailable; and (iii) ensure disaster recovery plans are in place and test them at least once per year to validate the ability to failover a production instance from the primary data centre to the secondary data centre utilizing developed operational and disaster recovery procedures and documentation. Subcontractor's disaster recovery plans currently have the following target recovery objectives: maximum Contractor Personal Data loss (recovery point objective) of 4 hours.
- 10.1.12 Backup and Reliability. Subcontractor will: (i) configure all networking components, network accelerators, load balancers, Web servers and application servers in a redundant configuration; (ii) store all Contractor Personal Data on a primary database server with multiple active clusters for higher availability; (iii) store all Contractor Personal Data on highly redundant carrier-class disk storage and multiple data paths to ensure reliability and performance; and (iv) automatically replicate Contractor Personal Data on a near real-time basis to the secondary site and is back it up on a regular basis and stored on backup media for an additional 90 days in production environments and 30 days in Sandbox environments, after which it is securely overwritten or deleted (Any backups are verified for integrity and stored in the same data centres as their instance).
11. **Audit.**
- 11.1 Upon Contractor's thirty (30) days' prior written request and at commercially reasonable intervals, and subject to confidentiality obligations set forth in the Agreement, Subcontractor shall make available to Contractor, that is not Subcontractor's competitor (or to Contractor's independent, third party auditor that is not Subcontractor's competitor), a copy of Subcontractor's then most recent third-party audits, attestations, or certifications, as applicable.
- 11.2 If the copy under Section 11.1 is not acceptable for Contractor's audit purposes, Subcontractor shall provide reasonable assistance by allowing inspection, on Subcontractor's premises, of relevant documents or records, to the extent such information directly relates to the transaction records for the Services provided by Subcontractor to the Contractor under the Agreement. The audit shall be conducted at a mutually agreed upon time and Contractor will provide Subcontractor with no less than ten (10) business days' advanced written notice of any requested audit. Subcontractor will provide appropriate management personnel to engage with Contractor and supervise any audit. The onsite part of the audit shall last no longer than three (3) business days, unless the auditor requests a longer onsite inspection period.



- 12. **Contractor Personal Data Breach Management, Notification and Related Process.**
- 12.1 Notification and Updates. Subcontractor shall notify Contractor within twenty-four (24) hours of Subcontractor becoming aware of a Contractor Personal Data Breach ("Contractor Personal Data Breach Notice").
- 12.2 Contractor Personal Data Breach Notice. Such notification, at minimum, contain, will: (i) describe the nature of the Contractor Personal Data Breach, including the date of the Contractor Personal Data Breach and the date of the discovery; (ii) describe the types of Contractor Personal Data involved, including the number and categories or identities of Data Subject involved; (iii) communicate the name and contact details of Subcontractor's data protection officer, chief information security officer or other relevant contact from whom more information may be obtained; (iv) describe the measures Subcontractor has taken, is taking, and intends to take to mitigate harm or remediate the Contractor Personal Data Breach; and (v) recommended steps that the Contractor Personal Data should take to protect any affected individuals from harm. Subcontractor will timely update information provided in the Contractor Personal Data Breach Notice to Contractor.
- 12.3 Investigation and Cooperation. Subcontractor shall cooperate with Contractor to identify the cause of such Contractor Personal Data Incident and take those steps as Contractor deems necessary and reasonable to investigate and remediate the cause of such a Contractor Personal Data Incident.
- 12.4 In the event of a Contractor Personal Data Incident, Subcontractor shall not inform any third party without first obtaining Contractor's prior written consent, unless notification is required by Data Protection Laws and Regulations or any other law to which Subcontractor is subject, in which case Subcontractor shall to the extent permitted by such law inform Contractor of that legal requirement, provide a copy of the proposed notification and consider any comments made by Contractor before notifying the Contractor Personal Data Incident.
- 13. **Data Protection Indemnity.**
- 13.1 Subcontractor shall indemnify and hold harmless Contractor and each Contractor Affiliate against all losses, fines and sanctions arising from any claim by a third party or Supervisory Authority arising from any breach of this CCPA DPA.
- 14. **Data Protection Liability.**
- 14.1 Notwithstanding anything to the contrary in the Agreement, Subcontractor's liability for any breach of this CCPA DPA shall be unlimited
- 15. **General Terms.**
- 15.1 Termination. Subject to Section 15.2, this CCPA DPA shall terminate automatically upon (i) termination of the Agreement; or (ii) expiry or termination of all service contracts, SOWs, work orders or similar contract documents entered into by Contractor with Contractor and/or Contractor Affiliates pursuant to the Agreement, whichever is later.

Any obligation imposed on Contractor under this CCPA DPA in relation to the Processing of Contractor Personal Data shall survive any termination or expiration of this CCPA DPA.
- 15.2 Governing law of this CCPA DPA. This CCPA DPA shall be governed by the governing law of the Agreement for so long as that governing law is the law of Commonwealth of Virginia.
- 15.3 Choice of jurisdiction. The Parties to this CCPA DPA hereby submit to the choice of jurisdiction stipulated in this CCPA DPA with respect to any disputes or claims howsoever arising under this CCPA DPA.
- 15.4 Order of precedence. With regard to the subject matter of this CCPA DPA, in the event of inconsistencies between the provisions of this CCPA DPA and any other agreements between the Parties, including but not limited to the Agreement, the provisions of this CCPA DPA shall prevail with regard to the Parties' data protection obligations for Contractor Personal Data of a Data Subject.
- 15.5 Costs of compliance. Compliance by Contractor with the provisions of this CCPA DPA will be borne by Contractor.
- 15.6 Third party rights.
- 15.6.1 Except as required by Data Protection Laws and Regulations or Section 15.6.2, a person who is not a party to this CCPA DPA shall have no right to enforce any term of this CCPA DPA.
- 15.6.2 A Contractor Affiliate may enforce any term of this CCPA DPA which is expressly or implicitly intended to benefit it. The rights of the Parties to rescind or vary this CCPA DPA are not subject to the consent of any other person.
- 15.7 Severance. Should any provision of this CCPA DPA be invalid or unenforceable, then the remainder of this CCPA DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible or (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.



Appendix 1

DEFINITIONS. IN THIS CCPA DPA, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SET OUT BELOW AND COGNATE TERMS SHALL BE CONSTRUED ACCORDINGLY:



"**Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with either Party, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

"**Aggregated Data**" means Data that relates to a group or category of Data Subjects, from which individual Data Subjects' identities have been removed, that is not linked or reasonably linkable to any Data Subject or household, including via a device. "Aggregate Data" does not mean one or more individual Data Subject records that have been de-identified. Aggregated Data cease to be Personal Data.

"**Applicable Laws**" means (i) European Union or Member State laws with respect to any Subcontractor Personal Data in respect of which Subcontractor or any Subcontractor Affiliate is a Data Controller or a Data Processor under EEA Data Protection Laws and Regulations and (ii) any other applicable law with respect to any Subcontractor Personal Data in respect of which Subcontractor or any Subcontractor Affiliate is a Data Controller or a Data Processor under any other Data Protection Laws and Regulations.

"**Authorized (Sub)processors**" means (a) those (Sub)processors set out in **Annex 2** ("Authorized (Sub)processor(s)"); and (b) any additional (Sub)processors consented to in writing by Subcontractor in accordance with Section 6 ("(Sub)processing").

"**California Consumer**" shall have the same meaning as defined in CCPA

"**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

"**Contractor**" means the Contractor or Contractor Affiliates, employees, representatives, Users.

"**Contractor Personal Data**" means the data described in **Annex 1** ("Details of Processing of Personal Data) and any other Personal Data Processed by Subcontractor or any Subcontractor Affiliate on behalf of Contractor or any Contractor Affiliate pursuant to or in connection with the Agreement, including California Consumer or Data Subject Personal Data.

"**Data Controller**" shall have the same meaning as 'Business' as defined by the CCPA.

"**Data Processor**" shall have the same meaning as "Service Provider" as defined in the CCPA.

"**Data Protection Laws**" or "**Data Protection Laws and Regulations**" means any applicable data privacy or data security laws or electronic privacy laws applicable to the Processing of Personal Data under the Agreement, including but not limited to, the CCPA, GDPR, Law Enforcement Directive (Directive (EU) 2016/680), UK Data Protection Bill, Gramm-Leach-Bliley Act, California Financial Information Privacy Act or Fair Credit Reporting Act, or Health Insurance Portability and Accountability Act, and other Applicable Laws within the United States, EEA and their member states, Switzerland and other jurisdictions.

"**Data Subject**", shall have the same meaning as in the Data Protection Laws and Regulations, including but not limited to Users. For the purposes of this CCPA, this includes California Consumers.

"**De-identified Data**" means information that cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular Data Subject, provided that a business [sic] that uses de-identified information has implemented steps described in Section 10 ("Security Controls and Safeguards") of this CCPA DPA.



"Delete" means the removal or obliteration of Personal Data such that it cannot be recovered or reconstructed.

"EEA" means the European Economic Area.

"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"Permitted (Sub)processor" means an unaffiliated entity that Subcontractor engages to assist Subcontractor in Processing Contractor Personal Data for which all of the following conditions are satisfied before Subcontractor provides Permitted (Sub)processor any Contractor Personal Data:

- the entity will provide services to Data Processor in order to assist Subcontractor in Processing Contractor Personal Data;

- the entity has been approved by Contractor in writing;

- Subcontractor has implemented due diligence on such entity reasonably sufficient for Subcontractor to determine that such entity Processes Contractor Personal Data in compliance with all applicable laws; and

- Subcontractor has entered into a valid and binding written agreement with the entity that includes terms and conditions that are at least as restrictive as those set out in this CCPA DPA.

"Personal Data or Personal Information" shall have the same meaning as defined in CCPA or other applicable Data Protection Laws and Regulations.

"Personal Data Breach" means a data privacy violation and/or data security breach leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, misuse, or access to, Contractor Personal Data transmitted, stored or otherwise Processed, as well as any breach of Section 10 ("Security Controls and Safeguards") of this CCPA DPA, or of the data protection, confidentiality or security provisions of the Agreement.

"Process/Processing" shall have the same meaning as in the Data Protection Laws and Regulations.

"Relevant Date" means the date falling on the earlier of (i) the cessation of Processing of Contractor Personal Data by Subcontractor or Subcontractor Affiliates; or (ii) termination of the Agreement.



"**Restricted Transfer**" means either (i) a transfer of Personal Data from Contractor or any Contractor Affiliate ("**Transferor**") to Subcontractor or any Subcontractor Affiliate ("**Transferee**"); or (ii) an onward transfer from a Subcontractor to a (Sub)processor (also a "**Transferee**"), in each case where such transfer would be prohibited by Data Protection Laws and Regulations in the absence of the SCCs to be established under Section **Error! Reference source not found.** ("Transfer Mechanisms for Restricted Transfers of Personal Data"). For the avoidance of doubt: (a) without limitation to the generality of the foregoing, the Parties to this CCPA DPA intend that transfers of Personal Data from the UK to the European Union or from the European Union to the UK, following any exit by the UK from the European Union shall be Restricted Transfers for such time and to such extent that such transfers would be prohibited by UK Data Protection Laws and Regulations or EEA Data Protection Laws and Regulations (as the case may be) in the absence of the SCCs to be established under Sections 6 ("Subprocessing") or **Error! Reference source not found.** ("Transfer Mechanisms for Restricted Transfers of Personal Data"); and (b) where a transfer of Personal Data from one country to another country is of a type authorized by Data Protection Laws and Regulations in the exporting country for example in the case of transfers from within the European Union to a country or scheme (such as the EU - US Privacy Shield) which is approved by the European Commission as ensuring an adequate level of protection or any transfer which falls within a permitted derogation, such transfer shall not be a Restricted Transfer for the purposes of this CCPA DPA.

"**Services**" means the Services supplied under the Agreement.

"**Special Categories of Personal Data**" shall have the same meaning as in the Data Protection Laws and Regulations.

"**(Sub)processor**" means any subcontracting Data Processor appointed by Data Processor to Process Contractor Personal Data on behalf of Contractor or any Contractor Affiliate.

"**Supervisory Authority**" means the California Attorney General (AG) or any similar regulatory authority responsible for the enforcement of Data Protection Laws and Regulations;

"**Third Country**" means a country which is not a Member State of the EEA.

"**Users**" mean customers, consumers or users of Contractor services, (collectively 'Consumers').

ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA

Nature and purpose of the Processing

Subcontractor will Process Contractor Personal Data as necessary to perform the Services.

Duration of the Processing

Subcontractor will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing or prohibited by law.

Data Subject Categories

Data Subjects who may be involved as part the Services may include, but is not limited to Contractor Personal Data, relating to the following categories:

- | | |
|--|---|
| <input type="checkbox"/> Advisers
<input type="checkbox"/> Employee
<input type="checkbox"/> Temporary Worker of Contractor
<input type="checkbox"/> Contractor of Contractor
<input type="checkbox"/> Candidate
<input type="checkbox"/> Contractor
<input type="checkbox"/> Prospective Contractor
<input type="checkbox"/> Contractor Customer/Constituent/End User/Employee
<input type="checkbox"/> Partner | <input type="checkbox"/> Distributor/Reseller
<input type="checkbox"/> Subcontractor/Supplier
<input type="checkbox"/> Consumer/End-User
<input type="checkbox"/> Children
<input type="checkbox"/> Complainants
<input type="checkbox"/> Inquirers
<input type="checkbox"/> Professional experts
<input type="checkbox"/> Other [If other please specify] |
|--|---|

Personal Data Types

Contractor Personal Data that may be Processed as part of the Services, the extent of which is determined and controlled by Contractor in its sole discretion, and may include, but is not limited to Contractor Personal Data relating to the following Personal Data categories:

Personal Data Elements being processed	Processed Personal Data May Include:	
Contact Information	<input type="checkbox"/> Name	<input type="checkbox"/> Mobile Phone Number
	<input type="checkbox"/> Phone number	<input type="checkbox"/> Street address
	<input type="checkbox"/> Fax number	<input type="checkbox"/> Email address
Personal Information	<input type="checkbox"/> Government ID	<input type="checkbox"/> Social Security No.
	<input type="checkbox"/> Driver's License No.	<input type="checkbox"/> Immigration Data (including Passport No.)
	<input type="checkbox"/> Date of Birth	<input type="checkbox"/> Age
	<input type="checkbox"/> Gender	<input type="checkbox"/> Background check/drug screening information
	<input type="checkbox"/> Emergency contacts	<input type="checkbox"/> Photos / Images
	<input type="checkbox"/> Education Information	<input type="checkbox"/> Resumes/References
	<input type="checkbox"/> Family Information	<input type="checkbox"/> Children's Information
	<input type="checkbox"/> Offences and alleged offences	<input type="checkbox"/> Racial or ethnic origins
Administrative Information	<input type="checkbox"/> Performance Evaluation, Management and Monitoring Information	<input type="checkbox"/> Information re. course transcripts, certifications, assessments, etc.
	<input type="checkbox"/> Learning and development Information	<input type="checkbox"/> Time Tracking and Labor information

	<input type="checkbox"/> Badge Card Information	<input type="checkbox"/> Investigation Information
Financial/Benefit Information	<input type="checkbox"/> Financial Information	<input type="checkbox"/> Account/Credit/Debit Card Information
	<input type="checkbox"/> Employee Benefit Information	<input type="checkbox"/> Spouse, Dependent, Beneficiary information
System Asset/Usage Device Information	<input type="checkbox"/> IP address	<input type="checkbox"/> Passwords/Credentials
	<input type="checkbox"/> Geolocation Information	<input type="checkbox"/> Tracking/Analytics data
Other Related Information	<input type="checkbox"/> Click here to enter item	<input type="checkbox"/> Click here to enter item
Business/Contractor/Subcontractor/Supplier/Subcontractor Related		
Business Contact/Relation Management Information	<input type="checkbox"/> Name	<input type="checkbox"/> Email address
	<input type="checkbox"/> Phone/Fax number	<input type="checkbox"/> Customer ID
	<input type="checkbox"/> Street Address	<input type="checkbox"/> Product usage data
Contractor Owned Information	<input type="checkbox"/> Click here to enter item	<input type="checkbox"/> Click here to enter item
Sensitive Business Information	<input type="checkbox"/> Credit/Debit Card Information	<input type="checkbox"/> CV or educational attainments
Other Business-Related Information	<input type="checkbox"/> Click here to enter item	<input type="checkbox"/> Click here to enter item
Premises Related		
Access Information	<input type="checkbox"/> Names	<input type="checkbox"/> Access justification
	<input type="checkbox"/> Badge Card Information	<input type="checkbox"/> CCTV footage
	<input type="checkbox"/> Space Utilization Data	<input type="checkbox"/> Click here to enter item
Consumer/Constituents/End-User Related		
Contact Information	<input type="checkbox"/> Name	<input type="checkbox"/> Mobile Phone Number
	<input type="checkbox"/> Phone number	<input type="checkbox"/> Street address
	<input type="checkbox"/> Fax number	<input type="checkbox"/> Email address
Personal Information	<input type="checkbox"/> Government ID	<input type="checkbox"/> Social Security No.
	<input type="checkbox"/> Driver's License No.	<input type="checkbox"/> Date of Birth
	<input type="checkbox"/> Gender	<input type="checkbox"/> Age
	<input type="checkbox"/> Family Information	<input type="checkbox"/> Photos / Images
	<input type="checkbox"/> Children's Information	<input type="checkbox"/> Physical or mental
	<input type="checkbox"/> Offences and alleged offences	<input type="checkbox"/> Racial or ethnic origins
	<input type="checkbox"/> Religious beliefs or other beliefs of a similar nature	<input type="checkbox"/> Click here to enter item
Tracking/Analytic Information	<input type="checkbox"/> IP Address	<input type="checkbox"/> Passwords/Credentials
	<input type="checkbox"/> Pages visited	<input type="checkbox"/> Links clicked

	<input type="checkbox"/> Device ID	<input type="checkbox"/> Geolocation Information
	<input type="checkbox"/> IoT data	<input type="checkbox"/> Telemetry data
	<input type="checkbox"/> Email opened information	<input type="checkbox"/> Preferences
Other Consumer/End-User Related Information	<input type="checkbox"/> Click here to enter item	<input type="checkbox"/> Click here to enter item

