



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437, Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 620-1812
ttc.lacounty.gov and lacountypropertytax.com

JOSEPH KELLY
TREASURER AND TAX COLLECTOR

Board of Supervisors
HILDA L. SOLIS
First District
MARK RIDLEY-THOMAS
Second District
SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 July 17, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

July 17, 2018

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

Dear Supervisors:

**TREASURER AND TAX COLLECTOR
RECOMMENDATION TO AWARD A CONTRACT TO
FAIRFAX IMAGING, INC. AND APPROVE AN APPROPRIATION ADJUSTMENT FOR THE
REMITTANCE PROCESSING REPLACEMENT SYSTEM
(ALL DISTRICTS) (4-VOTES)**

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

SUBJECT

The recommended actions are to approve a contract award to Fairfax Imaging, Inc. (Fairfax) and an Appropriation Adjustment for the provision of a Remittance Processing System.

IT IS RECOMMENDED THAT THE BOARD:

1. Award, and instruct the Chair of the Board of Supervisors (Board) to sign the attached Contract (See Exhibit I) with Fairfax to provide the Remittance Processing Replacement System (RPRS) to the County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) commencing upon Board approval, for a period ending five years after final acceptance of the RPRS, with an option to extend the Contract for two one-year extensions, with a maximum Contract Sum not to exceed \$4,522,874 comprised of: (1) \$4,206,074 for planned Contract elements, such as implementation, training, license fees, and maintenance and support services; and (2) \$316,800 for Pool Dollars, with Pool Dollars expenditures to be authorized through the issuance of Change Notices and/or Amendments, as applicable.

2. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute Amendments to

the Contract to: (1) exercise the optional two one-year extensions; and (2) add, delete, and/or revise certain terms and conditions as required under federal or state law or regulation, policies of the County, Board, and/or Chief Executive Office (CEO), which are not part of the Statement of Work (SOW).

3. Delegate authority to the Treasurer and Tax Collector, or his designee, to modify the terms that affect the SOW, but do not materially alter the Contract, as required by the Board or CEO, provided the TTC obtains County Counsel's approval prior to the execution of such Amendments and/or Change Notices.

4. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute applicable Contract Amendments in the event an entity acquires the original contracting entity, the original contracting entity merges, or otherwise undergoes a corporate action.

5. Approve the attached Appropriation Adjustment in the amount of \$4,523,000 to transfer appropriation authority from the Committed for TTC Remittance Processing & Mailroom Equipment account to the TTC's Services and Supplies budget, which will fully fund RPRS for the maximum Contract Sum including \$4,206,074 for planned elements as described above and \$316,800 for Pool Dollars.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The TTC serves as the processor for all property tax payments in the County of Los Angeles. In addition, it processes all mail payments for a number of County departments and related agencies, including the Department of Animal Care and Control, Fire Department, Department of Probation, Department of Public Health, Department of Public Works, and the County of Los Angeles Superior Court. To process these mail payments, as well as walk-in payments made at our cashiering windows in the Kenneth Hahn Hall of Administration (HOA), the TTC utilizes a "system" of hardware and software, which the TTC first implemented in August 2000. Collectively, this system allows the TTC staff to open envelopes, scan and image payments, archive images of checks and payment stubs, create bank deposit files, and create payment files that departments can post to their respective host systems. Additionally, for walk-in payments, constituents have the ability to make payments by check, cash or credit and debit cards.

The TTC processes approximately 4 million mail payments annually, totaling \$16 billion. Walk-in payments at our cashiering windows in the HOA approximated 175,000 annually, totaling \$4.4 billion.

On July 20, 2017, the TTC issued a competitive solicitation for the provision of the RPRS. The recommended Contract will replace existing Contracts with the following three vendors:

- Wausau Financial Systems, Inc.: Provides maintenance and support for the software used to scan and image payments, archive images of checks and payment stubs, and create deposit and payments files.
- Opex Corporation: Provides hardware maintenance and support for the hardware used to open envelopes and scan payments.
- CORE Business Technologies: Provides maintenance and support for the software and hardware used to process walk-in payments.

Under the recommended Contract, Fairfax will provide a fully integrated solution for remittance processing that includes all required hardware to open envelopes and scan payments. Overall, the RPRS will provide greater functionality, better access to data through the improved reporting tools, and an enhanced user interface. In addition, the architecture of the RPRS will be based on current technologies that will be easier to support and will provide better opportunities for future development as needed.

Implementation of Strategic Plan Goals

The approval of this Contract is consistent with the County Strategic Plan Strategy III.3 -Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The maximum sum for the entire term of the Contract, including Pool Dollars and optional term extensions, is \$4,522,874. Funding for the maximum sum of the entire term of the Contract including Pool Dollars and optional term extensions is included in the Committed for TTC Remittance Processing & Mailroom Equipment account (Account). Beginning in Fiscal Year 2012-13, the Chief Executive Officer (CEO) approved the establishment of the Account in Fiscal Year 2013-14, using the TTC's year-end Net County Cost savings for the specific purpose of the RPRS. In addition, for each of the same periods, the CEO provided contributions to the Account. The attached Appropriation Adjustment will allow the TTC to fund the maximum sum for the entire Contract Term, including Pool Dollars and optional term extensions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code Section 31000, your Board is authorized to contract for special services.

The recommended Contract contains your Board's required provisions, including the requirement for the Contractor to notify and assist its employees with the Federal Earned Income Tax Credit application process; the consideration of qualified GAIN/GROW participants for employment openings; the compliance with the Jury Service Program; Safely Surrendered Baby Law; Contractor notification to the County when Contract is within six months from the expiration of the term of the Contract; and the Contractor's compliance with the Defaulted Property Tax Reduction Program.

The Contract expressly provides that the County does not have an obligation to pay Fairfax for expenditures that exceed the maximum Contract Sum. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance.

CONTRACTING PROCESS

On July 20, 2017, the TTC released the RPRS Request for Proposals (RFP) and posted the solicitation and contracting opportunity announcement under nine Commodity Codes on the County's "Doing Business with Us" website (Attachment B).

These Commodity Codes consisted of approximately 7,000 registered vendors. The TTC also posted the RFP on the TTC's website and emailed it to an additional 100 vendors (See Attachment C).

Subsequently, the TTC issued five RFP addenda to update information in the RFP, provide written responses to Proposer's questions, and provide updated information related to Proposers' demonstrations.

The TTC received six proposals by the proposal submission due date, October 6, 2017. The proposers were Fairfax; RP Solutions, Inc. (RP Solutions); RT Lawrence Corporation (RT Lawrence); TransCentra, Inc. (TransCentra); Fidelity National Information Services, Inc. (FIS); and Wausau Financial Systems, Inc. (Wausau). All six proposals were missing information; consequently, the TTC issued Supplemental Data Requests to each proposer. All proposers but one, FIS, complied with the request. As such, the TTC deemed FIS' proposal incomplete and non-responsive, and disqualified it from further evaluation and notified FIS of the disqualification decision.

The TTC evaluated proposals by utilizing the County's Informed Averaging scoring methodology. The proposal submitted by Fairfax was the highest ranked, the most responsive and responsible proposal, and demonstrated that Fairfax understood the requirements. Fairfax has over 25 years of experience providing services similar to those requested by the TTC, including contracts with 33 state and local government agencies, including 22 state tax and revenue agencies.

On March 14, 2018, the TTC notified the four non-awarded proposers in writing and provided them with instructions for requesting debriefings. All four requested a debriefing, and the TTC conducted the debriefing. One non-awarded proposer, RT Lawrence, submitted a Notice of Intent to Request a Proposed Selected Contractor Review. The TTC provided RT Lawrence with the requested information, and RT Lawrence notified the TTC subsequently that it decided not to pursue the Proposed Selected Contractor Review.

In its proposal, Fairfax took a single exception to the County's terms and conditions. The exception related to the required \$10 million Technology Errors and Omissions (E&O) insurance coverage, which was resolved by the County. Fairfax requested that the County accept its \$5 million E&O insurance coverage or agree to an increase in the annual Contract cost by \$24,000 to cover the premiums required to increase its E&O insurance coverage to \$10 million. The TTC agreed to the increase in the annual Contract cost and Fairfax obtained the required \$10 million Technology E&O insurance coverage.

County Counsel has approved the Contract, as to form. The Chief Information Office concurs with the TTC's recommendation and attached is its analysis as Attachment A.

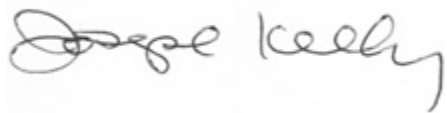
The TTC has determined that the recommended Contract is exempt from Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) does not apply.

A summary of the Community Business Enterprise Program Statistical Information for the recommended Contractor is included (Attachment D). On final analysis and consideration of award, the TTC selected the Contractor without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of the recommended attached Contract will enable the TTC to obtain the RPRS which is integral to the provision of various county services.

Respectfully submitted,



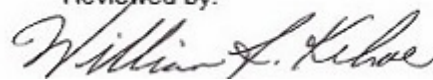
Joseph Kelly
Treasurer and Tax Collector

JK:KK:BR:NKSE:lc

Enclosures

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

Reviewed by:



WILLIAM KEHOE
Chief Information Officer

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF TREASURER AND TAX COLLECTOR

DEPT'S. NO. 790

July 2, 2018

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2018-19

4 - VOTES

SOURCES

GENERAL FUND A01-3045 COMMITTED FOR TTC REMITTANCE PROCESSING & MAILROOM EQUIPMENT DECREASE OBLIGATED FUND BALANCE \$4,523,000

USES

TREASURER AND TAX COLLECTOR A01-TT-2000-10950 SERVICES & SUPPLIES INCREASE APPROPRIATION \$4,523,000

SOURCES TOTAL: \$ 4,523,000

USES TOTAL: \$ 4,523,000

JUSTIFICATION

This adjustment is necessary to move funds set aside in the Committed for TTC Remittance Processing & Mailroom Equipment account to TTC's Operating Budget for TTC's Remittance Processing Replacement System.

ADOPTED BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

Navjot Kaur AUTHORIZED SIGNATURE Navjot Kaur, Administrative Deputy

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

24 JUL 17 2018

Celia Zavala CELIA ZAVALA ACTING EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

- RECOMMENDATION

- APPROVED AS REQUESTED

AUDITOR-CONTROLLER

BY [Signature] July 3 20 18

CHIEF EXECUTIVE OFFICER

BY [Signature] July 3 20 18

B.A. NO. 006



William S. Kehoe
CHIEF INFORMATION OFFICER

Office of the CIO CIO Analysis

BOARD AGENDA DATE:

7/17/2018

SUBJECT:

APPROVAL TO AWARD A CONTRACT FOR THE REMITTANCE PROCESSING REPLACEMENT SYSTEM TO FAIRFAX IMAGING, INC. (FAIRFAX)

CONTRACT TYPE:

New Contract Sole Source Amendment to Contract #: Enter contract #.

SUMMARY:

Description: The Treasurer and Tax Collector (TTC) is requesting approval for a new contract with Fairfax for the provisioning of a new Remittance Processing System. The system implementation will take approximately 14 months, and the term of the contract will end five years after final system acceptance, with two optional one-year extensions. The new, fully integrated system will replace the functions currently being provided by three systems: Wausau (software used to scan and image payments, archive images of checks and payment stubs, and create deposit and payment files); Opex (hardware maintenance and support for the equipment used to open envelopes and scan payments); and CORE (maintenance and support for the software and hardware used to process walk-in payments). Currently, all three of these contracts are due to expire on January 31, 2019. However, under separate cover, TTC will be informing the Board of its intent to negotiate sole source extensions to allow for sufficient time to implement the new system.

Recommendation 2, asks for delegated authority to execute amendments to the contract to exercise the optional two one-year extensions; and add, delete, and/or revise certain terms and conditions as required under federal or state law or regulation, policies of the County, Board and/or Chief Executive Office (CEO), which are not part of the Statement of Work (SOW). Recommendation 3, asks for authority to modify the terms that affect the SOW, but do not materially alter the contract, as required by the Board or CEO, provided TTC obtains County Counsel's approval prior to the execution of such amendments and/or change notices. Recommendation 4, asks for delegated authority to execute applicable contract amendments in the event an entity acquires the original contracting entity, the original contracting entity merges or otherwise undergoes a corporate action. Recommendation 5, asks for approval of the Appropriation Adjustment in the amount of \$4,523,000 to transfer the appropriation authority from the Committed for TTC Remittance & Processing Mailroom Equipment Fund to TTC Services and Supplies, which will fully fund the system.

APPROVAL TO AWARD A CONTRACT FOR THE REMITTANCE PROCESSING REPLACEMENT SYSTEM TO FAIRFAX IMAGING, INC. (FAIRFAX)

Contract Amount: \$4,522,874, including \$316,800 in pool dollars for change notices, and optional term extensions.

FINANCIAL ANALYSIS:

Contract costs:

Deliverables	\$ 436,340
Software License Fees.....	\$ 271,550
Software maintenance & support services.....	\$ 800,830
Hardware maintenance and support services.....	\$ 1,724,614
Hardware Purchase.....	\$ 910,740
Travel Allocation.....	\$ 62,000
Pool Dollars	\$ 316,800

Total contract cost:..... \$ 4,522,874

Notes:

FUNDING FOR THE MAXIMUM SUM OF THE CONTRACT, INCLUDING POOL DOLLARS AND THE OPTIONAL TERM EXTENSIONS, IS INCLUDED IN THE COMMITTED FOR TTC REMITTANCE PROCESSING & MAILROOM EQUIPMENT FUND. BEGINNING IN FY 2012-13, THE CEO APPROVED THE ESTABLISHMENT OF THE FUND USING THE TTC'S YEAR-END NET COUNTY COSTS SAVINGS. ALSO, FOR EACH OF THE SAME PERIODS, THE CEO PROVIDED CONTRIBUTIONS TO THE FUND.

RISKS:

1. As with any large system implementation effort, there are risks in the areas of quality, cost and schedule. The TTC mitigated the quality risks by going through a competitive solicitation process and negotiating a detailed contract that incorporates requirements for a detailed project management plan, system implementation strategy, risk management plan, business continuity plan, testing/training strategies, a post-implementation review report and post implementation system support. There will also be Quality Assurance plan to allow TTC to monitor the contractor's performance on an ongoing basis. Cost risks have been mitigated by negotiating a fixed-cost, deliverables-based contract. The contract includes 40 deliverables, and 20% holdbacks on all deliverables. The holdbacks will be paid after final system acceptance. Additionally, there are provisions in the contract for liquidated damages in case of contractor performance issues. Schedule risks have been mitigated by requiring a detailed project schedule for the 14-month implementation, and selecting a highly configurable, commercial-off-the-shelf (COTS) system instead of a custom-built solution. Typically, implementation for COTS solutions are faster than custom build solutions. The TTC has also mitigated schedule risks by recommending sole source extensions of the three current contracts to allow sufficient time to implement the new system.
2. System hosting – while the new system will be hosted at the new County data center (DC1), TTC has decided not to invest the time and funding to migrate the current systems (Wausau, Opex and CORE) to DC1 at this time. While this decision is understandable, leaving the current systems in the TTC data center at the HOA must be called out as a risk in case of a natural disaster. The Office of the CIO (OCIO) has discussed this risk with the department.

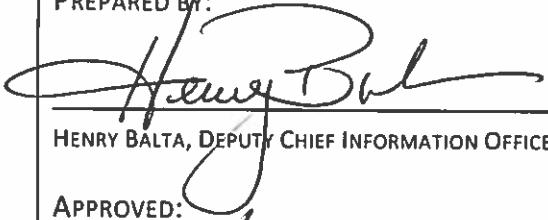
APPROVAL TO AWARD A CONTRACT FOR THE REMITTANCE PROCESSING REPLACEMENT SYSTEM TO FAIRFAX IMAGING, INC. (FAIRFAX)

3. Project management – while the department has strong executive sponsorship and subject matter expertise in the area of remittance processing, it has not identified a dedicated County project manager for this effort. Because of the criticality of this implementation, the OCIO has discussed this risk with the department. The department is evaluating the recommendation.

4. Security and Confidentiality – while no security risks have been identified, the OCIO has confirmed references in the contract and the SOW to Information Security and Privacy Requirements and Security/Data Exchange. Also, the role of the Department Information Security Officer is defined at a very high level in the contract. Additionally, our County Information Security Officer has reviewed the contract and provided the following feedback:

The indemnification language in this contract may create confusion. Section 8.23 is specific to Indemnification, however, at least two other sections discuss Indemnification (Confidentiality 7.7.6 and Compliance with Applicable Law 8.6.2). A comparison of the three references shows that 7.7.6 and 8.6.2 concepts are sufficiently covered in 8.23. Therefore, these two sub-paragraphs (7.7.6 and 8.6.2) may be unnecessary. This may be the result of standard County contract language, and the OCIO will follow up with County Counsel and/or ISD.

PREPARED BY:


HENRY BALTA, DEPUTY CHIEF INFORMATION OFFICER

7/3/18
DATE

APPROVED:


WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

7/3/18
DATE

Bid Information**Bid Number :** TTC RFP 2017-03 RPRS 01**Bid Title :** Remittance Processing Replacement System RFP**Bid Type :** Service**Department :** Treasurer and Tax Collector**Commodity :** SCANNERS & READERS-MICROCOMPUTER: OPTICAL CHARACTER: BAR CODE, REMITTANCE SCANNER/PROCESSORS, ETC.**Open Date :** 7/20/2017**Closing Date :** 8/31/2017 5:00 PM**Notice of Intent to Award :** [View Detail](#)**Bid Amount :** N/A**Bid Download :** [Available](#)**Bid Description :** The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of a Remittance Processing Replacement System.

You may download the RFP from the Internet by accessing the County's website at <http://camisvr.co.la.ca.us/lacobids>, selecting "View Open Bids," selecting "List by Department," selecting "Treasurer and Tax Collector" from the drop-down list and then clicking on "Select Department." You may also download the RFP by accessing the TTC's website at <http://ttc.lacounty.gov>, selecting the "TTC Contract Opportunities" link from the menu on the left, and selecting "Request for Proposals for a Remittance Processing Replacement System." Potential proposers are responsible for downloading and reviewing the entire RFP.

The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Vendors that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, are invited to submit a proposal to provide the services described further in Appendix A, Statement of Work. Potential proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.

Pursuant to Subparagraph 7.7.11, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety, and replace the County's Standard Terms and Conditions with the proposer's. The Department will consider such a proposal to be non responsive.

The TTC will recommend approval of the contract to the most responsive and responsible proposer. In general, the greater the number of exceptions to the terms and conditions the proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a proposer that lists a large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a proposer that is able to accept the Standard Terms and Conditions as is, without any exception, is more responsive to the RFP than a proposer that takes a number of exceptions to the Standard Terms and Conditions.

During the negotiations process, the TTC limits the exceptions that can be negotiated during contract negotiations to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the proposer did not list in its proposal. If the proposer had listed the exception in the proposal, the proposer's score will likely be less than originally calculated, thereby having a potential impact to the ranking of all proposals.

A Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at 10 a.m. Pacific Time (PT) on Tuesday, August 8, 2017, at the Kenneth Hahn Hall of Administration, 500 West Temple Street, Conference Room 140, Los Angeles, California 90012. Any Vendor submitting a proposal MUST ATTEND this Conference, either in person or via webinar, or will be disqualified. To register to attend the Conference, please contact Kathy Gomez, Contracts Section, at (213) 974-7360 or send an email to contracts@ttc.lacounty.gov no later than Friday, August 4, 2017. Immediately following the Conference, a maximum of two attendees per firm will be allowed to attend an on site tour of the TTC's remittance processing facilities. This tour is optional and is not a minimum mandatory requirement.

The RFP responses must be prepared in accordance with Paragraph 7.0, Proposal Submission Requirements. Proposals are due no later than 5 p.m. (PT) on Thursday, August 31, 2017, and shall be delivered or mailed to the TTC, Contracts Section, 500 West Temple Street, Room 437, Los Angeles, California 90012. Proposals received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.

Amendment Date : 7/27/2017 Addendum One**Download Available** Addendum OnePDF 86.16 K [RPRS RFP Adden One.pdf](#)**Contact Name :** Kathy Gomez**Contact Phone# :** (213) 974-7360**Contact Email :** contracts@ttc.lacounty.gov**Last Changed On :** 7/27/2017 4:19:43 PM[Back to Last Window](#)[Back to Award Main](#)

Bid Information**Bid Number :** TTC RFP 2017-03 RPRS 02**Bid Title :** Remittance Processing Replacement System RFP**Bid Type :** Service**Department :** Treasurer and Tax Collector**Commodity :** SOFTWARE-MINI & MAINFRAME COMPUTER- ACCOUNTING/FINANCIAL: BOOKKEEPING, BILLING AND INVOICING, BUDGETING, PAYROLL, TAXES, ETC.**Open Date :** 7/20/2017**Closing Date :** 8/31/2017 5:00 PM**Notice of Intent to Award :** [View Detail](#)**Bid Amount :** N/A**Bid Download :** [Available](#)**Bid Description :** The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of a Remittance Processing Replacement System.

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Amendment Date : 7/27/2017 Addendum One**Download Available** Addendum OnePDF 86.16 K [RPRS RFP Adden One.pdf](#)**Contact Name :** Kathy Gomez**Contact Phone# :** (213) 974-7360**Contact Email :** contracts@ttc.lacounty.gov**Last Changed On :** 7/27/2017 4:21:44 PM[Back to Last Window](#)[Back to Award Main](#)

Bid Information**Bid Number :** TTC RFP 2017-03 RPRS 03**Bid Title :** Remittance Processing Replacement System RFP**Bid Type :** Service**Department :** Treasurer and Tax Collector**Commodity :** BANKING SERVICES**Open Date :** 7/20/2017**Closing Date :** 8/31/2017 5:00 PM**Notice of Intent to Award :** [View Detail](#)**Bid Amount :** N/A**Bid Download :** [Available](#)**Bid Description :** The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of a Remittance Processing Replacement System.

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Amendment Date : 7/27/2017 Addendum One**Download Available** Addendum OnePDF 86.16 K [RPRS_RFP_Adden_One.pdf](#)**Contact Name :** Kathy Gomez**Contact Phone# :** (213) 974-7360**Contact Email :** contracts@ttc.lacounty.gov**Last Changed On :** 7/27/2017 4:22:56 PM[Back to Last Window](#)[Back to Award Main](#)

Bid Information**Bid Number :** TTC RFP 2017-03 RPRS 04**Bid Title :** Remittance Processing Replacement System RFP**Bid Type :** Service**Department :** Treasurer and Tax Collector**Commodity :** CASH MANAGEMENT SERVICES**Open Date :** 7/20/2017**Closing Date :** 8/31/2017 5:00 PM**Notice of Intent to Award :** [View Detail](#)**Bid Amount :** N/A**Bid Download :** [Available](#)**Bid Description :** The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of a Remittance Processing Replacement System.

You may download the RFP from the Internet by accessing the County's website at <http://camisvr.co.la.ca.us/lacobids>, selecting "View Open Bids," selecting "List by Department," selecting "Treasurer and Tax Collector" from the drop-down list and then clicking on "Select Department." You may also download the RFP by accessing the TTC's website at <http://ttc.lacounty.gov>, selecting the "TTC Contract Opportunities" link from the menu on the left, and selecting "Request for Proposals for a Remittance Processing Replacement System." Potential proposers are responsible for downloading and reviewing the entire RFP.

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Amendment Date : 7/27/2017 Addendum One**Download Available** Addendum OnePDF 86.16 K [RPRS_RFP_Adden_One.pdf](#)**Contact Name :** Kathy Gomez**Contact Phone# :** (213) 974-7360**Contact Email :** contracts@ttc.lacounty.gov**Last Changed On :** 7/27/2017 4:23:56 PM[Back to Last Window](#)[Back to Award Main](#)

Bid Information

Bid Number : TTC RFP 2017-03 RPRS 05
Bid Title : Remittance Processing Replacement System RFP
Bid Type : Service
Department : Treasurer and Tax Collector
Commodity : IMAGING SYSTEMS, MICROCOMPUTER
Open Date : 7/20/2017
Closing Date : 8/31/2017 5:00 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : N/A

Bid Download : [Available](#)

Bid Description : The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of a Remittance Processing Replacement System.

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Bid Information**Bid Number :** TTC RFP 2017-03 RPRS 06**Bid Title :** Remittance Processing Replacement System RFP**Bid Type :** Service**Department :** Treasurer and Tax Collector**Commodity :** IMAGING SYSTEMS, MINI AND MAIN FRAME COMPUTER**Open Date :** 7/20/2017**Closing Date :** 8/31/2017 5:00 PM**Notice of Intent to Award :** [View Detail](#)**Bid Amount :** N/A**Bid Download :** [Available](#)**Bid Description :** The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of a Remittance Processing Replacement System.

You may download the RFP from the Internet by accessing the County's website at <http://camisvr.co.la.ca.us/lacobids>, selecting "View Open Bids," selecting "List by Department," selecting "Treasurer and Tax Collector" from the drop-down list and then clicking on "Select Department." You may also download the RFP by accessing the TTC's website at <http://ttc.lacounty.gov>, selecting the "TTC Contract Opportunities" link from the menu on the left, and selecting "Request for Proposals for a Remittance Processing Replacement System." Potential proposers are responsible for downloading and reviewing the entire RFP.

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Amendment Date : 7/27/2017 Addendum One**Download Available** Addendum OnePDF 86.16 K [RPRS_RFP_Adden_One.pdf](#)**Contact Name :** Kathy Gomez**Contact Phone# :** (213) 974-7360**Contact Email :** contracts@ttc.lacounty.gov**Last Changed On :** 7/27/2017 4:25:46 PM[Back to Last Window](#)[Back to Award Main](#)

Bid Information**Bid Number :** TTC RFP 2017-03 RPRS 07**Bid Title :** Remittance Processing Replacement System RFP**Bid Type :** Service**Department :** Treasurer and Tax Collector**Commodity :** SCANNERS & READERS-MINI & MAINFRAME- OPTICAL-CHARACTER: BAR CODE, REMITTANCE SCANNER/PROCESSORS, ETC.**Open Date :** 7/20/2017**Closing Date :** 8/31/2017 5:00 PM**Notice of Intent to Award :** [View Detail](#)**Bid Amount :** N/A**Bid Download :** [Available](#)**Bid Description :** The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of a Remittance Processing Replacement System.

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Amendment Date : 7/27/2017 Addendum One**Download Available** Addendum OnePDF 86.16 K [RPRS RFP Adden One.pdf](#)**Contact Name :** Kathy Gomez**Contact Phone# :** (213) 974-7360**Contact Email :** contracts@ttc.lacounty.gov**Last Changed On :** 7/27/2017 4:26:47 PM[Back to Last Window](#)[Back to Award Main](#)

Bid Information**Bid Number :** TTC RFP 2017-03 RPRS 08**Bid Title :** Remittance Processing Replacement System RFP**Bid Type :** Service**Department :** Treasurer and Tax Collector**Commodity :** SOFTWARE-MICROCOMPUTER-POINT OF SALE**Open Date :** 7/20/2017**Closing Date :** 8/31/2017 5:00 PM**Notice of Intent to Award :** [View Detail](#)**Bid Amount :** N/A**Bid Download :** [Available](#)**Bid Description :** The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of a Remittance Processing Replacement System.

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Amendment Date : 7/27/2017 Addendum One**Download Available** Addendum OnePDF 86.16 K [RPRS_RFP_Adden_One.pdf](#)**Contact Name :** Kathy Gomez**Contact Phone# :** (213) 974-7360**Contact Email :** contracts@ttc.lacounty.gov**Last Changed On :** 7/27/2017 4:27:35 PM[Back to Last Window](#)[Back to Award Main](#)

Bid Information**Bid Number :** TTC RFP 2017-03 RPRS 09**Bid Title :** Remittance Processing Replacement System RFP**Bid Type :** Service**Department :** Treasurer and Tax Collector**Commodity :** SOFTWARE:MINI & MAINFRAME COMPUTER- POINT OF SALE**Open Date :** 7/20/2017**Closing Date :** 8/31/2017 5:00 PM**Notice of Intent to Award :** [View Detail](#)**Bid Amount :** N/A**Bid Download :** [Available](#)**Bid Description :** The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of a Remittance Processing Replacement System.

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Amendment Date : 7/27/2017 Addendum One**Download Available** Addendum OnePDF 86.16 K [RPRS_RFP_Adden_One.pdf](#)**Contact Name :** Kathy Gomez**Contact Phone# :** (213) 974-7360**Contact Email :** contracts@ttc.lacounty.gov**Last Changed On :** 7/27/2017 4:28:21 PM[Back to Last Window](#)[Back to Award Main](#)

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**COMMUNITY BUSINESS ENTERPRISE PROGRAM
STATISTICAL INFORMATION**

FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSER
Remittance Processing Replacement System

The following information was gathered for statistical purposes only. On final analysis and consideration of award, contractor was selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

FIRM INFORMATION	Fairfax Imaging, Inc.	
CULTURAL/ETHNIC COMPOSITION	% of Ownership	No.
OWNERS/ PARTNERS:	100	2
Black/African American	0	
Hispanic/Latino	0	
Asian or Pacific Islander	0	
American Indian	0	
Filipino	0	
All others	2	
Women (included above)	0	
MANAGERS:		
Black/African American	0	
Hispanic/Latino	0	
Asian or Pacific Islander	0	
American Indian	0	
Filipino	0	
White	5	
Women (included above)	1	
STAFF:		
Black/African American	9	
Hispanic/Latino	30	
Asian or Pacific Islander	12	
All others	0	
Filipino	0	
White	65	
Women (included above)	72	
TOTAL NUMBER OF EMPLOYEES	121	
BUSINESS STRUCTURE	Corporation	
Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?	N/A	



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FAIRFAX IMAGING, INC.

FOR

REMITTANCE PROCESSING REPLACEMENT SYSTEM

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STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C TECHNICAL EXHIBITS
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW
- J DEFAULTED PROPERTY TAX PROGRAM
- K BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
- L COMPLIANCE WITH ENCRYPTION REQUIREMENTS CERTIFICATION
- M FORMS REQUIRED AT THE COMPLETION OF THE CONTRACT INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR
- N CHARITABLE CONTRIBUTIONS CERTIFICATION

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
FAIRFAX IMAGING, INC.
FOR
REMITTANCE PROCESSING REPLACEMENT SYSTEM (RPRS)**

This Contract and Exhibits made and entered into this 17th day of July, 2018 by and between the County of Los Angeles, hereinafter referred to as County and Fairfax Imaging, Inc., hereinafter referred to as Contractor, a Virginia Corporation, with its principal place of business at 2005 Pan Am Circle, Suite 110, Tampa, FL 33607.

RECITALS

WHEREAS, pursuant to Government Code Section 31000 which authorizes the Board of Supervisors (Board) to contract for special services; and

WHEREAS, the Contractor is a private firm specializing in providing a Remittance Processing Replacement System, as defined below; and

WHEREAS, Contractor has submitted a proposal to the County's Department of Treasurer and Tax Collector (TTC) for provision of such services and based upon the Request For Proposal process, Contractor has been selected for recommendation for award of such Contract; and

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work (SOW)
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Technical Exhibits
- 1.4 EXHIBIT D - Contractor's Equal Employment Opportunity (EEO) Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Defaulted Property Tax Reduction Program
- 1.11 EXHIBIT K - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.12 EXHIBIT L - Compliance with Encryption Requirements Certification
- 1.13 EXHIBIT M - Forms Required at the Completion of the Contract Involving Intellectual Property Developed-Designed by Contractor
- 1.14 EXHIBIT N - Charitable Contributions Certification

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

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and do not define the scope of any provision thereof. The following Definitions below shall be construed to have the meanings indicated, unless another meaning is apparent from the context in which the term is used.

- 2.1 **Additional Software:** Any function or module that is (i) not included in the System Software marketed by Contractor as of the effective date of the Contract, (ii) not related to the primary function for which the System Software is used by the County, and (iii) not otherwise to be provided to the County under this Contract as an Update to the System Software, which Contractor may provide upon County's request therefor in the form of Additional Work in accordance with Subparagraph 8.1.1.
- 2.2 **Additional Work:** System Customizations and/or Professional Services that may be provided by the Contractor to the County upon County's request and approval in accordance with Subparagraph 3.4.
- 2.3 **Client:** A set of rules used to process a specific property tax business line or remittances from a specific County department (See Attachment I, Historical Data [Core System Client List]).
- 2.4 **Client Department:** Client Department is an individual County department or other related agency for which the TTC provides remittance processing services.
- 2.5 **Contract:** This agreement executed between the County and Contractor, including all exhibits, appendices, attachments and other referenced documents including, without limitation, the SOW.
- 2.6 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.7 **Contractor Intellectual Property:** Intellectual Property developed by Contractor either (i) prior to the Effective Date, or (ii) independently of the Contract, and required by, incorporated in, or integrated into the System, System Software or Services.
- 2.8 **Contractor's Project Director:** Person designated by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that the Contractor's Project Manager cannot resolve.
- 2.9 **Contractor's Project Manager:** Person designated by the Contractor to administer the Contract operations after the Contract Award.
- 2.10 **County:** County of Los Angeles.

- 2.11 County Data:** All of the County confidential information, data, records, and information of the County to which the Contractor has access, possession, ownership or otherwise provided to the Contractor under this Contract.
- 2.12 County's Project Director:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that the County's Project Manager cannot resolve.
- 2.13 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract. An alternate Project Manager designated by the County shall be referred to as Alternate Project Manager.
- 2.14 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.15 Day(s):** County business day(s) unless otherwise specified.
- 2.16 Deficiency:** Defects in design, development, implementation, materials and/or workmanship, errors, omissions, deviations from published and/or mutually agreed upon standards or Specifications under this Contract, which result in the System not performing in strict compliance with the provisions of this Contract and the Specifications.
- 2.17 Deliverable(s):** Whether singular or plural, shall mean items and/or services provided or to be provided by the Contractor under this Contract identified as a deliverable, by designation, number, or context, in the SOW, Exhibits, Attachments, Schedules, or any document associated with the foregoing, including numbered Deliverable(s) in Exhibit A, SOW.
- 2.18 Documentation:** All of Contractor's training course materials, system specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the System including, but not limited to, online help screens contained in the System, and any revisions, supplements, or Updates thereto.
- 2.19 End User:** Any person or entity authorized by the TTC to access or use the RPRS.
- 2.20 Final Acceptance:** The County's written approval of the System as more fully described in Section 12, Exhibit A, SOW.
- 2.21 Graphical User Interface (GUI):** Graphical user interface where System users give or execute commands by selecting and clicking icons displayed on the screen.
- 2.22 Intellectual Property (IP):** All current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights

(including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the RPRS or RPRS design data, System or System Software.

- 2.23 Intellectual Property Escrow:** One or more escrow companies or other neutral depositories engaged in the business of receiving and maintaining escrows of software source code or other Intellectual Property.
- 2.24 Interface:** Either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b) translate or convert data in a format used by County or a third-party to a format supported at County or vice versa.
- 2.25 Personal Data:** Any information that may be used to identify a person including, but not limited to, name, address, e-mail address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification (ID) data. For the avoidance of doubt, Personal Data shall include, but not be limited to, all “personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (U.S.C.) §6801 et seq.), Protected Health Information, and Personally Identifiable Information.
- 2.26 Personally Identifiable Information:** Personal information as defined in California Civil Code section 1798.29 and/or EU Data Protection Directive (Directive 95/46/EEC) and the EU General Data Protection Regulation (Regulation (EU) 2016/679) adopted April 27, 2017 and effective May 25, 2018.
- 2.27 Pool Dollars:** Absent an Amendment in accordance with Subparagraph 8.1, Change Notices and Amendments, the maximum amount allocated under this Contract for the provision by Contractor of Additional Work approved by the County in accordance with the Terms of this Contract.
- 2.28 Production Use:** The actual use of the System Software in the production environment to (a) process actual live data in County’s day-to-day operations and (b) use the System.
- 2.29 Professional Services:** Services including but not limited to, consulting services, additional training and/or customizations, or services that Contractor may provide upon County’s request therefore in the form of Additional Work in accordance with Subparagraph 3.4.
- 2.30 Protected Health Information:** Protected health Information is individually identifiable health information as defined by the Health Insurance Portability

and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HiTECH) Act or as defined by the Code of Federal Regulations (45 CFR 160.103).

- 2.31 Services:** Collectively, all functions, responsibilities, tasks, subtasks, deliverables, goods, and other services: (a) specifically identified in the SOW; (b) identified in this Contract as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Contract. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i) an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Sub-paragraph; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Sub-paragraph, and not in conflict with Contractor's established methods of providing services; and as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Contract, then such service or function shall be deemed to be part of the Services. Any hardware and/or software provided to the County by the Contractor pursuant to this Contract is considered part of the Services. Any existing TTC hardware that the Contractor certifies to be adequate with the new System as specified in Appendix A, Task 11.1 Analyze Existing Hardware and Recommend Additional Hardware, shall be part of the Services.
- 2.32 Source Material:** With respect to the System Software and Work Product, the source code of such software and all related compiler command files, build scripts, scripts relating to the operation and maintenance of such application, Application Programming Interface (API), GUI, object libraries, all relevant instructions on building the object code of such application, and all documentation relating to the foregoing, such that collectively the foregoing will be sufficient to enable a person possessing reasonable skill and expertise in computer software and information technology to build, load, and operate the machine-executable object code of such application; to maintain and support such application; and to effectively use all functions and features of such software. If any portion of the Source Material is encrypted, Contractor shall include the decryption tools and decryption keys with the Source Material.
- 2.33 Specifications:** Any and/or all of the following: (i) all functional and operational requirements and/or features included in the SOW; (ii) all requirements set forth in this Contract; (iii) the Documentation, to the extent not inconsistent with any of the foregoing; (iv) all specifications provided or made available by the Contractor under this Contract, but only to the extent: (a) not inconsistent with any of the foregoing; and (b) acceptable to the County in its sole discretion; and (v) all written and/or electronic materials furnished or made available by or through Contractor regarding the System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other System criteria or any element of the System, but only to the extent not inconsistent with any of the foregoing.

- 2.34 Subcontractor(s):** Any person or entity with whom Contractor has entered into any agreement to (1) perform any part of the Services, (2) owns any Intellectual Property required by, incorporated in, or integrated into the System or System Software, or (3) provide any materials, equipment or supplies for the System or System Software, and any person or entity with whom any Subcontractor has further subcontracted any part of the Services, System, or System Software, at any level.
- 2.35 Subject Intellectual Property:** All Intellectual Property created, authored and/or invented under, during or for the purposes of the Proposal, the Contract and/or the System, System Software, Services or Work Product.
- 2.36 System or RPRS:** The System Software, and Services, Intellectual Property and/or Work Product, including, without limitation, all components, equipment, software, hardware and Documentation, as specified, created, and/or delivered under the Contract.
- 2.37 System Customizations:** Collectively, System Enhancements, Additional Software and Programming Modifications.
- 2.38 System Software:** Individually each, and collectively all, of the computer programs provided by the Contractor under this Contract (including Contractor Intellectual Property or Third-Party Intellectual Property), including as to each such program, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by the Contractor, Updates, and any and all programs otherwise provided by the Contractor under this Contract. All System Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by the County.
- 2.39 Technology Enhancements:** Modifications, additions, refinements, substitutions, revisions, replacements and upgrades made to or in place of any computer systems or other technology used for the operation of the System or System Software, or to any related documentation, that accomplish incidental, performance, structural, or functional improvements. The term specifically includes modifications, Updates, revisions, replacements and upgrades made to or in place of software or any related documentation that correct errors or security risks or support new models of computer hardware with which the software is designed to operate. Technology Enhancements also includes such new models of computer hardware.
- 2.40 Third-Party Intellectual Property:** Intellectual Property owned by any person or entity unrelated to Contractor, and which is required by, incorporated in, or integrated into the System, System Software or the Services.

- 2.41 Treasurer and Tax Collector:** The Department Head of the County's Treasurer and Tax Collector, or his or her designee.
- 2.42 TTC:** The County of Los Angeles Treasurer and Tax Collector as a department.
- 2.43 Update(s):** Changes to the System Software including, but not limited to: (a) a bug fix, patch, or redistribution of the System Software that corrects an error and addresses common functional and performance issues; (b) an aggregation of fixes, or significant new features, functionality or performance improvements (sometimes accompanied by a change in the reference to the System Software such as a change in the number to the left of the period in the version numbering format X.XX); (c) any modifications to the System Software designed to improve its operation, usefulness, or completeness that is made generally available by the Contractor to its other customers, or (d) any modifications to the System Software related to statutory or regulatory requirements, Technology Enhancements or as required under the Contract or the SOW.
- 2.44 Work Product:** All physical, electronic and/or mechanical embodiments of, and document disclosing, Intellectual Property. Without limiting the generality of the foregoing, Work Product includes embodiments, documents and/or deliverables incorporating concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced by the Contractor under this Contract.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services, and other work as set forth herein including, but not limited to, Exhibit A, SOW.
- 3.2** The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to high professional standards as exist in the Contractor's profession or field of practice.
- 3.3** If the Contractor provides any tasks, deliverables, goods, services, or other work to the County other than as specified in this Contract, including the SOW, or if the Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County for such tasks, subtasks, Deliverables, goods, services or other work.

- 3.4 Upon County's written request and mutual approval pursuant to the Terms of this Contract, Contractor shall provide Additional Work, including System Customizations, Technology Enhancements and Professional Services, in accordance with this Subparagraph and Exhibit A, SOW, at the applicable pricing terms set forth in Exhibit B, Pricing Schedule.

4.0 TERM OF CONTRACT

- 4.1 The Term of this Contract shall commence upon approval by the Board and will continue for five years following Final Acceptance under the Contract terms, unless sooner terminated or extended in whole or in part.
- 4.2 The County shall have the sole option to extend the Contract Term for up to two additional one-year periods, for a maximum total Contract Term of seven years. Each such extension option may be exercised at the sole discretion of the TTC as authorized by the Board. In the event the TTC desires to renew the Contract by exercising an option term, the County shall provide the Contractor with a written notice of intent to renew the Contract 30 calendar days prior to the expiration of the then current Term of the Contract. The option to renew shall be set forth in writing, as provided in Subparagraph 8.1, Change Notices and Amendments.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract Term extension option.
- 4.4 The Contractor shall notify the County's Project Director when this Contract is within six months of the expiration of the Contract Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send a written notification to the County's Project Director at the address herein provided in Exhibit E, County's Administration.

5.0 CONTRACT SUM

- 5.1 The maximum Contract Sum under the Terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with the Pricing Schedule - Exhibit B and shall not exceed \$4,522,874.
- 5.2 Contract rates specified in the Pricing Schedule, Exhibit B, shall remain firm and fixed for the Term of the Contract including all optional extensions.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties,

responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.4 The maximum Contract Sum shown in Subparagraph 5.1 shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all System Software provided by the Contractor to the County pursuant to or otherwise due as a result of this Contract including, but not limited to, the product of as-needed Services and enhancements or changes to the System Software, to the extent applicable. All California sales/use taxes shall be paid directly by the Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless the County from any and all such California and other state and local sales/use taxes. Further, the Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless the County from all applicable California and other state and local sales/use tax on all other items provided by the Contractor pursuant to this Contract and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which the County does not hold title.

5.5 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75 percent of the total Contract Sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County's Project Director at the address herein provided in Exhibit E, County's Administration.

5.6 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

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

5.7 INVOICES AND PAYMENTS

- 5.7.1** The Contractor shall invoice the County, monthly in arrears, only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, SOW and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the Terms of this Contract. The Contractor's payments shall be as provided in the Pricing Schedule - Exhibit B and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the TTC does not approve work in writing no payment shall be due to the Contractor for that work. The making of any payment or payment by the County, or receipt thereof by the Contractor, shall not imply acceptance of any deliverable or Final Acceptance (as defined in Exhibit A, SOW) by the County of such items or the waiver of any warranties or requirements of this Contract.
- 5.7.2** The Contractor's invoices shall be priced in accordance with the Pricing Schedule, Exhibit C.
- 5.7.3** The Contractor's invoices shall be legible and contain the information set forth in Exhibit A, SOW describing the tasks, deliverables, goods, services, and/or other work for which payment is claimed. Each monthly invoice shall include, at a minimum, the following information:
- Invoice date, unique invoice number, and the month and year when the service(s) was delivered.
 - Contractor's Tax ID Number and remittance address.
 - Contract Name and Contract Number
 - The tasks, subtasks, deliverables, goods, services, or other work as described in Exhibit A, SOW, and Exhibit B, Pricing Schedule, for which payment is claimed.
 - Each line item on the invoice should be numbered sequentially.
- 5.7.4** The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.7.5** All invoices and supporting documentation shall be submitted to:
- E-mail Address: ttcbudget@ttc.lacounty.gov; or
 - Two copies to the following address:

Accounts Payable
Treasurer and Tax Collector
500 West Temple Street, Room 464
Los Angeles, California 90012

5.7.6 The County's Project Manager shall contact the Contractor when a revised invoice is required. The Contractor shall notate "Revised" or "Corrected" on the corrected invoice, update the invoice date, and resubmit in accordance with Subparagraph 5.7.5. If the revised invoice uses a different invoice number, the revised invoice shall also reference the original invoice number.

5.7.7 Holdbacks

County will hold back 20 percent of the amount of each invoice submitted by the Contractor under this Contract and approved by the County pursuant to Subparagraph 5.7, Invoices and Payments. With respect to (i) the work completed and delivered by the Contractor prior to Final Acceptance in accordance with the project plan, the cumulative amount of such holdbacks shall be due and payable to the Contractor upon Final Acceptance, and (ii) the work completed and delivered by the Contractor via Change Notices or Amendments following Final Acceptance, the cumulative amount of the applicable holdbacks shall be due and payable to the Contractor upon County's Acceptance of such work, all subject to adjustment of any amounts arising under this Contract owed to the County by the Contractor including, but not limited to, any amount arising from Subparagraph 5.7.9, Invoice Discrepancies, and any partial termination of any Task or Deliverable set forth in Exhibit A - SOW provided herein.

5.7.8 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two weeks from receipt of properly prepared invoices by the County. The Contractor shall submit a revised invoice when requested by the County in accordance with Subparagraph 5.7.6.

5.7.9 Invoice Discrepancies

The County's Project Director will review each invoice for any discrepancies and will, within 30 calendar days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review

the disputed charges and send a written explanation detailing the basis for the charges within 30 calendar days of receipt of County's notice of discrepancies and disputed charges. If the County's Project Director does not receive a written explanation for the charges within such 30 calendar day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to the Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure in Paragraph 8.31, Dispute Resolution Procedure.

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

Certified LSBEs registered in the County's Prompt Payment Program will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice. A Certified LSBE vendor registered in the Prompt Payment Program must stamp all invoices with the "Prompt Pay" certification stamp.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY'S ADMINISTRATION

A listing of all County's Administration referenced in the following subparagraphs is designated in Exhibit E, County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

County Personnel

The TTC shall assign a Project Director and a Project Manager to provide overall management and coordination of the Contract and act as liaisons for the TTC. The County's Project Director shall provide information to the Contractor in areas relating to policy and procedural requirements and the County's Project Manager will monitor the Contractor's performance during the Term of the Contract. The TTC will inform the Contractor in writing of the name, address, and telephone number of the individuals designated to act as Project Director and Project Manager, or any alternate identified in Exhibit E, County's Administration, of this Contract at the time the Contract is executed and notify the Contractor as changes occur.

6.1 COUNTY'S PROJECT DIRECTOR

6.1.1 The County's Project Director is designated in Exhibit E, County's Administration. The County shall contact the Contractor in writing of any changes in the name or address of the County's Project Director.

- 6.1.2 The County's Project Director shall be responsible for ensuring that the objectives of this Contract are met and determining Contractor's compliance with the Contract and inspecting all tasks, deliverable, goods, services, or other work provided by or on behalf of the Contractor.
- 6.1.3 The County's Project Director is responsible for providing overall direction to Contractor in the areas relating to the County policy, information requirements, and procedural requirements.
- 6.1.4 The County's Project Director is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Subparagraph 8.1, Change Notices and Amendments, of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.2 COUNTY'S PROJECT MANAGER

- 6.2.1 The responsibilities of the County's Project Manager/Alternate Project Manager include:
 - As needed, requesting meetings with the Contractor's Project Manager; and
 - Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- 6.2.2 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 COUNTY'S PROJECT MONITOR

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

6.4 COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO)

The DCIO is responsible for managing the planning, design, coordination, development, implementation, and maintenance of the TTC's information systems.

6.5 COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)

The DISO develops and implements Departmental Information Technology (IT) security application, policies, standards, and procedures intended to

prevent the unauthorized use, release, modification, loss, or destruction of data and to ensure the integrity and security of the TTC's IT infrastructure.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

Contractor Personnel

The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.

The Contractor shall be required to background check its employees as set forth in Subparagraph 7.6, Background and Security Investigations, of this Contract.

7.1 CONTRACTOR'S PROJECT DIRECTOR

7.1.1 The Contractor's Project Director shall be a full-time employee of the Contractor. The Contractor's Project Director shall be the principal officer in the Contractor's office to service the Contract and to act as a liaison for the Contractor in coordinating the performance under the Contract. The TTC must be provided in writing with the name, address, and telephone number of the individual designated to act as the Project Director or any alternate identified in Exhibit F, Contractor's Administration, and provide a current copy of the person's resume at the time the Contract is executed and notify the TTC as changes occur.

7.1.2 The Contractor's Project Director shall be responsible for the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensuring Contractor's compliance with this Contract.

7.1.3 The Contractor's Project Director shall be available to meet and confer with the County's Project Director on an as needed basis; either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss Contract coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

7.2 CONTRACTOR'S PROJECT MANAGER

7.2.1 The Contractor's Project Manager is designated in Exhibit F, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor shall assign a Project Manager, and a designated alternate (Alternate Project Manager), to act as liaison for the Contractor and have full authority to act on behalf of the Contractor in all matters related to the daily operation of the Contract. The Project Manager, or the Alternate Project Manager, shall be available on a daily basis, Monday through Friday, during the hours of 8:00 am and 5:00 pm Pacific Time for telephone contact and to meet with County personnel regarding the operation of the Contract.

7.3 NOTICE OF PERSONNEL CHANGES

The Contractor shall inform the County's Project Director in writing of the names, addresses, and telephone numbers of the individuals designated to act as Project Manager and Alternate Project Manager at the time the Contract is implemented and as changes occurs during the Term of the Contract. Such notification shall be made by the Contractor no later than five days after a change occurs and shall include a current resume for the new person. The County shall have the right to approve the assignment or replacement of any personnel recommended by the Contractor.

7.4 APPROVAL OF CONTRACTOR'S STAFF

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

7.5 CONTRACTOR'S STAFF IDENTIFICATION

7.5.1 The Contractor shall provide adequate staff to complete the Services.

7.5.2 The Contractor shall provide all staff assigned to this Contract with a photo ID badge when on the County premises in accordance with the County specifications. Specifications may change at the discretion of the County and the Contractor will be provided new specifications as required. The format and content of the badge is subject to the TTC's approval prior to the Contractor implementing the use of the ID badge. The Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo ID badge on the upper part of the body. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.5.3 The Contractor shall notify the TTC within one day when staff is terminated from working under this Contract. The Contractor shall

retrieve and immediately destroy the staff's County photo ID badge at the time of removal from the Contract.

- 7.5.4** If the TTC requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staffs County photo ID badge at the time of removal from working on the Contract.

7.6 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.6.1** Each of Contractor's staff performing work under this Contract who is in a designated sensitive position, as determined by the TTC in the TTC's sole discretion, shall undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice (DOJ) to include state, local, and federal level review which may include, but not limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.
- 7.6.2** A member of Contractor's staff shall not begin to perform services under the Contract until he/she has successfully passed a background investigation to the satisfaction of the TTC.
- 7.6.3** During the Term of the Contract, if the TTC receives a subsequent disqualifying factor for a member of the Contractor's staff, the TTC shall request that the member of the Contractor's staff be immediately removed from performing services under the Contract. Contractor shall comply with County's request.
- 7.6.4** The TTC will request the Contractor to advise the Contractor's staff member who did not pass the background investigation or who received a subsequent disqualifying factor to contact the TTC immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the TTC's background investigation.
- 7.6.5** The TTC may request that Contractor's staff be immediately removed from working on this Contract at any time during the Contract Term.

- 7.6.6** The TTC, in its sole discretion, may immediately deny or terminate facility access to any member of the Contractor's staff that does not pass an investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.6.7** Disqualification of any member of the Contractor's staff pursuant to this Subparagraph 7.6 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.7 CONFIDENTIALITY

- 7.7.1** The Contractor shall maintain the confidentiality of all records and information including, but not limited to, billing and sensitive financial information, County records, data and information, Personal Data, County Data, any information relating to County's customers, users, patients, partners, or personnel, and any other data, records, and information received, obtained and/or produced under the provisions of this Contract (County Confidential 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, the County policies concerning information technology security and the protection of confidential records and information.
- 7.7.2** The Contractor's employees may use data received from the County only to perform functions as defined by this Contract.
- 7.7.3** Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the County are allowable. Any other use or disclosure of data received requires the express approval in writing from the County. No work shall duplicate, disseminate, or disclose any data except as allowed in this Contract.
- 7.7.4** Access to data received from the County shall be restricted only to workers who need the data to perform their official duties in the performance of this Contract.
- 7.7.5** Contractor employees who access, disclose, or use the data for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.
- 7.7.6** The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs, and legal, accounting and other expert, consulting, or professional fees, arising from, connected

with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Subparagraph 7.7, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Subparagraph 7.7 shall be conducted by the Contractor and performed by the Counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel including, without limitation, County Counsel and to reimbursement from the Contractor for all costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.

- 7.7.7** The Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.7.8** The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement," Exhibit G1-IT.
- 7.7.9** The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement," Exhibit G2-IT.
- 7.7.10** The 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, Confidentiality, and Copyright Assignment Agreement," Exhibit G3-IT.
- 7.7.11** During the Term of the Contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the County's Project Director whenever changes in personnel occur.
- 7.7.12** In connection with this Contract and performance of the Services, Contractor may be provided or obtain, from County or otherwise, Personal Data, pertaining to County's current and prospective personnel, directors and officers, agents, subcontractors, patients, and customers and may need to process such Personal Data and/or transfer it, all subject to the restrictions set forth in this Contract and

otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the Services. Without limiting any other warranty or obligation specified in this Contract, and in particular the confidentiality provisions of this Subparagraph 7.7, Confidentiality, and the requirements of Section 9.4 (HIPAA), during the Contract Term and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personal Data in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Personal Data to any third-party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by the County. Contractor represents and warrants that Contractor will use and process Personal Data only in compliance with (a) this Contract, (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection). Contractor will not retain any Personal Data for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personal Data in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personal Data.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

- 8.1.1 No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Subparagraph 8.1, Change Notices and Amendments. Any change to any work and to any other provisions of this Contract shall be accomplished only as provided in this Subparagraph 8.1.
- 8.1.2 The County reserves the right to initiate change notices that either (i) **do not affect** the Contract Term or Contract Sum or payments and do not materially alter the Contract or (ii) for any expenditure of Pool Dollars (Change Notice). All such changes shall be executed with a Change Notice to this Contract signed by the Contractor and by the County's Project Director. For any Additional Work requested by the County, following agreement on the scope of such Additional Work, a Change Notice shall be prepared and executed by each of: (a) the County's Project Director or designee, and (b) Contractor's authorized representative(s) provided that any Change Notice for Additional Work shall additionally require written approval of County's Chief Information

Office and County Counsel. County is specifically authorized to execute Change Notices for expenditure of Pool Dollars for acquisition of Additional Work under the Contract. Any requests for the expenditure of Pool Dollars must be approved in writing by the County's Project Director.

- 8.1.3** For any change, which affects the Contract Sum and/or SOW that does not materially alter the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her designee, provided County Counsel approval is obtained prior to execution of such Amendment(s).
- 8.1.4** For any change which affects the Contract Term, the Contract Sum, and/or SOW under this Contract, that materially alters the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Board or its authorized designee.
- 8.1.5** For any change which affects the Contract Term (other than an extension as authorized below) or Contract Sum under this Contract, an Amendment shall be prepared and executed by the Contractor, and thereafter by the County's Board.
- 8.1.6** The County's Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the Term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her designee.
- 8.1.7** The Treasurer and Tax Collector or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. For the exercise of the TTC's additional optional one-year periods, a written notice shall be prepared and signed by the Treasurer and Tax Collector or his/her designee and delivered to the Contractor 30 calendar days prior to the expiration of the then current Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.
- 8.1.8** For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Contract, a written change order (Change Order) may be prepared and executed by the Treasurer and Tax Collector or his/her designee.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

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

8.3 WARRANTIES

- 8.3.1** The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and

obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

- 8.3.2** The Services will be performed in a professional, competent, and timely manner by appropriately qualified Contractor personnel in accordance with this Contract and consistent with industry best practices.
- 8.3.3** The System shall conform to the Specifications and requirements set forth in this Contract without material deviations for the period commencing upon the effective date of the Contract and continuing through the expiration or termination of Maintenance and Support Services (Warranty Period). Contractor shall institute quality controls, including suitable testing procedures if any, to ensure that the System complies with the Specifications in a manner consistent with the highest applicable industry standards. Upon the County's reasonable request, the County shall have the right to review Contractor's quality controls in order to verify and/or improve the quality of the System. There is no existing pattern or repetition of customer complaints regarding the System Software, including functionality or performance issues, and that Contractor's engineers have not currently identified any repeating adverse impact on the System Software, including functionality or performance, for which the root cause is believed to be a flaw or defect in the System Software.
- 8.3.4** Contractor represents and warrants that Contractor shall not negligently cause any unplanned interruption of the operations of, or accessibility to the System or any component through any device, method, or means including, without limitation, the use of any "virus," "lockup," "time bomb," "key lock," "worm," "back door," or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to the County or any user or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively, Disabling Device[s]), which could block access to or prevent the use of the System or any component by the County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any System component provided to the County under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the System or Updates thereto prior to the installation onto the System and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

- 8.3.5** Contractor represents and warrants that the Contractor Intellectual Property and Subject Intellectual Property will not infringe the Intellectual Property rights of any third-party. To the best of Contractor's knowledge and subject to Section 8.23.2, any Third- Party Intellectual Property required by, incorporated in, or integrated into the System or System Software will not infringe the Intellectual Property rights of any third-party.
- 8.3.6** There is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information, Contractor has no knowledge of a failure of the System Software to perform in accordance with the Specifications.
- 8.3.7** To the extent permissible under the applicable third-party Contracts, Contractor hereby assigns and agrees to deliver to the County all representations and warranties received by Contractor from its third-party licensors and suppliers, including hardware vendors.
- 8.3.8** During the Contract Term, Contractor shall not subordinate this Contract or any of its rights hereunder to any third-party without the prior written consent of the County, and without providing in such subordination instrument for non-disturbance of County's use of the System (or any part thereof) in accordance with this Contract. This Contract and the System Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third-party, including Contractor's creditors. County is entitled to use the System without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the System contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading.
- 8.3.9** County's remedies under the Contract for the breach of the warranties set forth in this Contract will include, but not be limited to, the repair or replacement by Contractor, at its own expense, of the non-conforming System Software and other corrective measures afforded to the County by Contractor under this Contract.

8.4 BUDGET REDUCTIONS

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment

obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the Term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

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

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

8.6 COMPLIANCE WITH APPLICABLE LAW

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense and legal costs, accounting, and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6 shall be conducted by the Contractor and performed by the Counsel selected by the Contractor and approved by the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by the 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 the County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this subparagraph, "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 the 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 the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County, if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to

remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 CONFLICT OF INTEREST

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

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

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a Term

of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
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. The Board 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 years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of the Contractor.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

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

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

economic burden otherwise imposed upon the County and its taxpayers.

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

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

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

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20.4 In the event a force majeure event continues for more than five days, County may terminate this Contract by providing written notice to Contractor. Notwithstanding the foregoing, a force majeure event will not relieve Contractor of its obligations under Attachment II to Exhibit A - SOW (Information Security and Privacy Requirements) and Subparagraph 7.7, Confidentiality.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** The Contractor shall adhere to the provisions stated in Subparagraph 7.7, Confidentiality.

8.23 INDEMNIFICATION

- 8.23.1** The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (County Indemnitees) from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
- 8.23.2** The Contractor shall indemnify, hold harmless, and defend County from and against any and all liability, damages, costs, and expenses including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's Intellectual Property, arising from or related to the operation and utilization of the Contractor's System, System Software and/or Services under this Contract. County shall inform the Contractor as soon as

practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof. Without limiting the generality of the foregoing, in addition to its obligations under Section 8.56.3 (Third-Party Intellectual Property), Contractor shall secure direct representations and warranties from each licensor of Third-Party Intellectual Property regarding non-infringement of third-party Intellectual Property rights for the benefit of County.

8.23.3 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either: (a) Procure for County all rights to continued use of the questioned equipment, part, or software product; or (b) Replace the questioned equipment, part, or software product with a non-questioned item; or (c) Modify the questioned equipment, part, or software so that it is free of claims.

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

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types, and limits (the Required Insurance) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

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

provided 15 days prior to commencing services under this Contract.

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

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

Contracts Section
County of Los Angeles
Treasurer and Tax Collector
500 West Temple Street, Room 464
Los Angeles, California 90012

Contractor also shall promptly report to the County any injury, or property damage accident, or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies, or securities entrusted to the Contractor.

The Contractor also shall promptly notify the County of any third-party claim or suit filed against the Contractor or any of its Subcontractors, which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 Cancellation of or Changes in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Subcontractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses.

Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 INSURANCE COVERAGE

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

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million

Each Occurrence: \$1 million

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

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

8.25.4 Professional Liability/Errors and Omissions

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

8.25.5 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$1 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the County to the Contractor, and apply to all of Contractor's directors, officers, agents, and employees who regularly handle or have responsibility for such money, securities, or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third-party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.6 Technology Errors and Omissions

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

8.25.7 Privacy/Network Security (Cyber)

Insurance coverage providing protection against liability for (1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; and (5) unauthorized access to or use of computer systems with limits not less than \$20 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 LIQUIDATED DAMAGES

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

8.26.2 If the Treasurer and Tax Collector, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Treasurer and Tax Collector, or his/her designee, deems are

correctable by the Contractor over a certain time span, the Treasurer and Tax Collector, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified timeframes. Should the Contractor fail to correct deficiencies within said timeframe, the Treasurer and Tax Collector, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified timeframe. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B2, Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five 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 the County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor (or invoiced to the Contractor if no payment is due) from the County, as determined by the County.

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

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

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1** 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.
- 8.28.2** The Contractor shall certify to, and comply with the provisions of Exhibit D, Contractor's EEO Certification.
- 8.28.3** 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.
- 8.28.4** 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.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28, when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Subparagraph 8.28, have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal EEO Commission that the Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 DISPUTE RESOLUTION PROCEDURE

It is the intent of the parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this paragraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this paragraph, a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract, or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.

8.31.1 Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Subparagraph 8.31, Dispute Resolution Procedure, (such provisions shall be collectively

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

- 8.31.2** Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, which, the County determines should be delayed as a result of such dispute.
- 8.31.3** If Contractor fails to continue without delay its performance hereunder which the County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by the Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by the Contractor, and Contractor shall make no claim, whatsoever, against the County for such costs. Contractor shall promptly reimburse the County for such County costs, as determined by the County, or County may deduct all such additional costs from any amounts due to the Contractor from the County.
- 8.31.4** If County fails to continue without delay to perform its responsibilities under this Contract, which County determines should not be delayed as a result of such dispute, then any additional costs incurred by the Contractor or the County as a result of County's failure to continue to so perform shall be borne by the County, and County shall make no claim whatsoever against the Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by the County.
- 8.31.5** In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 8.31.6** In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 8.31.7** In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's president or equivalent and the Treasurer and Tax Collector, or his/her designee. These persons shall have ten days to attempt to resolve the dispute.

- 8.31.8** In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 8.31.9** All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three levels described in this Subparagraph 8.31, Dispute Resolution Procedure, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 8.31.10** Notwithstanding any other provision of this Contract, County's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Subparagraph 7.7, Confidentiality, shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that the County may have against the Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.
- 8.31.11** Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

8.32 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 the Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely

Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 NOTICES

Except as otherwise provided in this Contract, all notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E, County's Administration and F, Contractor's Administration. Addresses may be changed by either party giving ten days prior written notice, thereof, to the other party. The Treasurer and Tax Collector, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 CALIFORNIA PUBLIC RECORDS ACT

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

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

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

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

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

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

8.38.4 Financial Statements: Beginning one year after the effective date of this Contract and every year thereafter until the expiration of this Contract, the Contractor shall submit to the County a complete set of financial statements, audited if available, for the 12-month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). In addition, the Contractor shall submit a statement regarding any pending litigation since Contractor last reported same to the County. The County reserves the right to request these audited financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

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

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

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

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

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

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

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

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees,

agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

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

Contracts Section
County of Los Angeles
Treasurer and Tax Collector
500 West Temple Street, Room 464
Los Angeles, California 90012

8.41 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 Subparagraph 8.14, Contractor's Warranty of Adherence to the County's Child Support Compliance Program, or if Contractor is located or has its principal place of business outside the state of California, compliance to the Child Support Program in the state where it is domiciled or has its principal place of business shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.43, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

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

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

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

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

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

8.43 TERMINATION FOR DEFAULT

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

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

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

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the

fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

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

8.43.5 The rights and remedies of the County provided in this Subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

8.44.2 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 A-C's Employee Fraud Hotline at (800) 544-6861.

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

8.45 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor: The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 calendar 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.

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

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 EFFECT OF TERMINATION

- 8.48.1** In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing: (a) Contractor shall continue the performance of this Contract to the extent not terminated. (b) Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to the County all completed Services and Services in progress, in a media reasonably requested by the County. (c) County will pay to the Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate). (d) Contractor shall return to the County all monies paid by the County, yet unearned by the Contractor, including any prepaid fees if applicable. (e) Contractor shall promptly return to the County any and all of the County's Confidential Information that relates to the portion of the Contract or Services terminated by the County, including all County Data, in a media reasonably requested by the County.
- 8.48.2** Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
- 8.48.3** Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to the County hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to the County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Contract, Contractor shall fully cooperate with the County in the transition of the County to a new system, toward the end that there be no interruption of County's day-to-day operations due to the unavailability of the System during such transition.
- 8.48.4** For 90 days prior to the expiration date of this Contract, or upon notice of termination of this Contract (Transition Period), Contractor shall assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order. In addition, upon the expiration or termination of this Contract, County may require Contractor to provide services in the form of Additional Work to assist County to transition System operations from Contractor

to County or County's designated third-party (Transition Services). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by the Contractor, Contractor shall perform Transition Services at no cost to the County. Contractor shall provide the County with all of the Transition Services as provided in this Subparagraph 8.48.4. The duty of Contractor to provide such Transition Services shall be conditioned on the County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by the County, other than a failure by the County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Subparagraph 8.48.4, in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Subparagraph 8.48.4, by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

8.48.5 County shall have the rights set forth in Subparagraph 8.56, to access and use the Source Material as set forth therein including, without limitation, the right to modify all source and object code versions of the System Software after such time as one of the Release Conditions described in Subparagraph 8.56.4, has occurred which would permit County to use the Source Material.

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

8.49 VALIDITY

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

8.50 USE OF COUNTY SEAL AND/OR TTC LOGOS

The County claims right, title, and interest in and to certain intellectual property including, but not limited to, the current and former County Seals and TTC logos (hereafter collectively "County Seals"). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the County Seals, in any format or by any means

whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals, or (ii) create derivative works of the County Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment, or delegation without such consent shall be null and void.

8.51 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.52 WARRANTY AGAINST CONTINGENT FEES

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

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

8.53 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

8.54 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

8.55 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees information regarding the time off for voting law (Elections Code Section 14000). Not less than ten 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.

8.56 INTELLECTUAL PROPERTY

8.56.1 Subject Intellectual Property

8.56.1.1 Contractor acknowledges and agrees that all Subject Intellectual Property, in any medium, is specially ordered or commissioned by the County, including works made for hire in accordance with Section 101 of the Copyright Act of the United States. Contractor hereby assigns to the County all rights, title and interest in and to the Subject Intellectual Property including any and all software, work product and designs. No rights of any kind in and to the Subject Intellectual Property or Work Product are reserved to or by the Contractor or will revert to Contractor. Contractor agrees to execute such further documents and to do such further acts, at County's expense, as may be necessary to perfect, register, or enforce County's ownership of such rights, in whole or in part. If Contractor fails or refuses to execute any such documents, Contractor hereby appoints the County as Contractor's attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on Contractor's behalf and to execute such documents. Contractor hereby forever waives and agrees never to assert against the County, its successors or licensees any and all

"Moral Rights" Contractor may have in Intellectual Property or IP Materials even after expiration or termination of this Contract.

8.56.1.2 In addition to its obligations under Section 8.56.6, Contractor shall deliver to the County all Work Product, documents, results and related materials created in the development of Subject Intellectual Property as soon as reasonably practicable after incorporation of the relevant Subject Intellectual Property into the System or System Software, provided that such Work Product, documents, results and related materials for all other Subject Intellectual Property incorporated into the System or System Software shall be delivered to the County by on or about the Termination Date.

8.56.1.3 The County hereby grants to Contractor a limited, non-exclusive license to use, exploit, manufacture, distribute, reproduce, adapt and display the Subject Intellectual Property solely in connection with and limited to the Allowed Uses. "Allowed Uses" are: (a) incorporation into the System Software; and (b) performance, provision, furnishing and discharge of the Work. All rights not specifically granted in this Section 8.56.1.3 are reserved to the County.

8.56.2 Contractor Intellectual Property

8.56.2.1 Contractor hereby grants to the County an irrevocable, perpetual, non-exclusive, transferable, fully paid-up right and license to use, exploit, manufacture, distribute, reproduce, adapt and display the Contractor Intellectual Property, including any Technology Enhancements that are Contractor Intellectual Property, in connection with the System Software.

8.56.2.2 Contractor shall identify and disclose all Contractor Intellectual Property required by, incorporated in or integrated into the System or System Software including (when reasonably available): full and specific information detailing Intellectual Property claimed, date of authorship, creation and/or invention, date of application(s), application number(s) and registering entity(ies), date of registration(s), registration number(s) and registering entity(ies), if any, and owner including person or entity name and address. Subject to the Intellectual Property deposit requirements of Section 8.56.6, Contractor shall not be required to identify or disclose Contractor Intellectual Property only to the extent that doing so would eliminate or substantially limit the legal protections for such Intellectual Property.

8.56.3 Third-Party Intellectual Property

8.56.3.1 Contractor shall secure perpetual, nonexclusive, transferable, irrevocable, unconditional, royalty-free license(s) in the name of the County to use, exploit, manufacture, distribute, reproduce, adapt and display the Third-Party Intellectual Property for Allowed Uses in connection with the System or System Software, including the requirements of Section 8.3.5, and shall pay any and all royalties and license fees required to be paid for any Intellectual Property incorporated into the System or System Software. In no event shall Contractor incorporate Third-Party Intellectual Property into the System or System Software without first securing such licenses and subject to the County's prior written approval, in its sole discretion.

8.56.3.2 Contractor shall use reasonable efforts to:

1. Identify and disclose to the County all Third-Party Intellectual Property contained, or included, in the System or System Software, including (when reasonably available): full and specific information detailing Intellectual Property claimed; date of authorship, creation and/or invention; date of application(s); application number(s) and registering entity(ies); date of registration(s), registration number(s) and registering entity(ies), if any, and owner, including person or entity name and address; and
2. Obtain from each owner of the Third-Party Intellectual Property consent to have the relevant Third-Party Intellectual Property deposited into an Intellectual Property Escrow in accordance with Section 8.56.6, provided that no Third-Party Intellectual Property shall be incorporated into the System Software without the County's prior written approval, in its sole discretion, to the extent the owner of the relevant Third-Party Intellectual Property has not provided such consent.

8.56.4 Delivery of Intellectual Property; Work Product

Contractor shall deliver to the County all Work Product (and incorporated Intellectual Property) related to Contractor Intellectual Property and Third-Party Intellectual Property, or deposit such Work Product (and incorporated Intellectual Property) into Intellectual Property Escrow(s) in accordance with Section 8.56.6, as soon as reasonably practicable following incorporation of the relevant

Intellectual Property into the System or System Software, provided that such Work Product shall have been delivered to the County or deposited into Intellectual Property Escrow(s) by on or about the Termination Date. Pursuant to Section 8.36, any and all Work Product delivered to the County hereunder must be specifically identified by the Contractor to the County's Project Director as proprietary or confidential and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL." Notwithstanding any other provision of this Contract, County shall not be obligated or liable in any way under this Contract for: (a) any disclosure of any materials which the County is required to make under the California Public Records Act or otherwise by law; and (b) any Contractor proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

8.56.5 Payments Inclusive

Contractor acknowledges and agrees that the Contract Sum includes all royalties, fees, costs and expenses arising from or related to the System Software.

8.56.6 Intellectual Property Escrows

8.56.6.1 The County and Contractor acknowledge that Contractor and/or Subcontractors that supply software, source code or other Intellectual Property may not wish to deliver the applicable Work Product directly to the County, as public disclosure could deprive Contractor and/or Subcontractors of commercial value. Contractor further acknowledges that the County nevertheless must be ensured access to such Work Product at any time, and must be assured that the Work Product (and incorporated Intellectual Property) are delivered to the County pursuant to this Section 8.56.

8.56.6.2 The Work Product shall be released and delivered to the County in any of the following circumstances:

8.56.6.2.1 In the case of Contractor Intellectual Property developed by Contractor: (a) this Agreement is terminated for Contractor default or breach; (b) a voluntary or involuntary bankruptcy or insolvency of Contractor occurs; (c) Contractor is dissolved or liquidated; or (d) Contractor fails or ceases to provide services as necessary to permit continued use of any such Contractor Intellectual Property pursuant to the license or any sublicense thereof.

8.56.6.2.2 In the case of Third-Party Intellectual Property, this Agreement is terminated for any reason and either: (a) voluntary or involuntary bankruptcy of the Subcontractor occurs; or (b) the Subcontractor is dissolved or liquidated or otherwise ceases to engage in the ordinary course of the business of manufacturing, supplying, maintaining and servicing the software, product, part or other item containing such Intellectual Property.

8.56.6.3 In lieu of delivering the Work Product (and incorporated Intellectual Property) directly to the County, Contractor may, from time to time, elect to deposit it with a neutral depository. In such event, the County and Contractor shall: (a) mutually select one or more escrow companies or other neutral depositories (each an "IP Escrow Agent") engaged in the business of receiving and maintaining escrows of software source code or other Intellectual Property; (b) establish one or more escrows (each an "Intellectual Property Escrow") with the IP Escrow Agent on terms and conditions reasonably acceptable to the County and Contractor for the deposit, retention, upkeep and release of Work Product (and incorporated Intellectual Property) to the County pursuant to this Contract; (c) determine a date for Contractor's deposit of the Work Product into the Intellectual Property Escrow; and (d) determine a process for releasing from escrow the Work Product to be delivered to the County pursuant to this Contract. Contractor shall be responsible for the fees and costs of the IP Escrow Agent and Intellectual Property Escrow(s).

8.56.6.4 The Intellectual Property Escrow(s) shall survive expiration or earlier termination of this Contract regardless of the reason.

8.57 DATA DESTRUCTION

The Contractor(s), Subcontractor(s) and vendor(s) that have maintained, processed, or stored the County's data and/or information, implied or expressed have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 Revision 1 titled Guidelines for Media Sanitization, available at:

<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>

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

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

8.58 ACCEPTANCE

8.58.1 The System, the System Software, Services, Deliverables, and milestones (if applicable) shall be subject to acceptance, and acceptance testing by the County, in its sole discretion, to verify that they satisfy the County's acceptance criteria (User Acceptance Test[s]) as more fully described in Exhibit A. SOW.

8.58.2 Production Use shall not be deemed acceptance or Final Acceptance of the System Software, Services, Deliverables and milestones.

8.58.3 If the County's Project Director makes a good faith determination at any time that the System Software or the System (as a whole, or any component thereof), Services, Deliverables, and/or milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Subparagraph 8.59.3 as "Designated Test"), the County's Project Director shall promptly notify the Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System Software, Services, Deliverables, milestones, and/or System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System Software, Services, Deliverables, milestones, and/or System as will permit the System Software, Services, Deliverables, milestones, and/or System to be ready for retesting. Contractor shall notify the County's Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the County's Project Director makes a good faith determination that the System Software,

Services, Deliverables, milestones, and/or System again fails to pass the applicable Designated Test, the County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System Software, Services, Deliverables, milestones, and/or System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System Software, Services, Deliverables, milestones, and/or System as will permit the System Software, Services, Deliverables, milestones, and/or System to be ready for retesting.

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

8.58.5 Such a termination by the County may be, subject to the Dispute Resolution Procedure, as determined by the County in its sole judgment: (i) a termination with respect to one or more of the components of the System Software; (ii) a termination of any part of Exhibit A, SOW, relating to the System Software, Service(s), Deliverables(s), and/or milestone(s) that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to the County of the System as a whole, the entire Contract. In the event of a termination under this Subparagraph 8.59.5, County shall have the right to receive from the Contractor, within ten days of written notice of termination, reimbursement of all payments made to the Contractor by the County under this Contract for the component(s), System Software, Service(s), Deliverables(s), milestone(s), and/or System as to which the termination applies, or, if the entire Contract is terminated, all amounts paid by the County to the Contractor under this Contract. If the termination applies only to one or more System Software or System component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by the County to the Contractor. The foregoing is without prejudice to any other rights that may accrue to the County or Contractor under the Terms of this Contract or by law.

8.59 INTEGRATION/INTERFACING

Contractor shall be responsible for developing and delivering the Interfaces, identified in Exhibit A, SOW as part of the System Software. If the System Software is to be integrated/interfaced with other software, equipment, and/or systems provided by the Contractor or at the direction of the Contractor, including any customized enhancements, Upgrade(s), Technology Enhancements and Work Product, the System Software shall not be deemed to have achieved Final Acceptance by the County until the System Software and such other systems have been successfully integrated/interfaced and accepted by the County in accordance with the Terms of this Contract. For example, if Contractor is to provide System Software consisting of multiple modules or that includes enhancements, including Work Product, to the System Software, County's acceptance of the System Software, any individual module or enhancement shall not be final until County accepts all of the System Software and modules or enhancements integrated/interfaced together as a complete system resulting in the System, including the operation of the System Software on all equipment required for its use in conformance with the Terms of this Contract. Contractor shall not obtain any ownership interest in any other systems merely because they were interfaced, integrated, or used with any System Software.

8.60 COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION

During the Term of this Contract, Contractor may receive access to the County's software, computers, equipment, and electronic communications systems (in this Paragraph 8.60, Communication Systems and Access to Information) including, but not limited to, voicemail, e-mail, customer databases, and internet and intranet systems. Such County systems are intended for legitimate business use related to County's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County systems and that all communications made with such County systems or equipment by or on behalf of the Contractor are subject to County's scrutiny, use, and disclosure, in County's discretion. County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic County systems. This includes, without limitation, e-mail communications sent by users across the internet and intranet from and to any domain name owned or operated by County. This also includes, without limitation, any electronic communication system that has been used to access any of the County systems. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords (Contractor must provide passwords and keys to the County), to protect County Confidential Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between the Contractor and County. County reserves the

right to override any security passwords to obtain access to voicemail, e-mail, computer (and software or other applications) and/or computer disks on County systems. Contractor also acknowledges that County reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto County property or used to access County Confidential Information or County systems.

8.61 CONTINUOUS SYSTEM SOFTWARE SUPPORT

If Contractor assigns this Contract, is acquired, or is otherwise controlled by another individual or entity (collectively referred to as a Successor Event), such individual or entity shall provide Maintenance and Support Services in accordance with this Contract for at least five years following the Successor Event, unless otherwise agreed to in writing by the County. After such five years or, if subsequent to the Successor Event, the System Software is not supported to at least the same level that Contractor supported the System Software prior to the Successor Event, because, for example, Contractor's assignee chooses to support other products with similar functions or does not otherwise properly staff the support for the System Software, County, at its sole option, may elect to transfer the license of the System Software, without cost or penalty, to another similar product (Replacement Product) within Contractor's assignee's or successor's product offering. For purposes of this Subparagraph 8.61, Continuous System Software Support, the term "controlled" shall mean the legal right to elect a majority of the directors of a corporation or similar officers of any other entity or to determine an entity's general management policies through contract or otherwise. The assignee or successor, by taking benefit (including acceptance of any payment under this Contract) ratifies this Contract. All terms and conditions of this Contract shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if County elects to transfer this license to a Replacement Product: (a) Any prepaid maintenance and support shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid moneys are greater than the Replacement Product's maintenance and support fee for the same term, the credit balance will be applied to future maintenance and support fees or returned to the County, at its option; (b) Any and all software offered separately and needed to fulfill the original System Software's level of functionality shall be supplied by Contractor's assignee or successor without additional cost or penalty and shall not affect the calculation of any maintenance and support fees; (c) Any services required for implementation of the Replacement Product shall be provided by Contractor's assignee or successor without additional cost or penalty; (d) Contractor shall provide to the County reasonable training for purposes of learning the Replacement Product at no cost to County; (e) All license terms and conditions shall remain as granted herein with no additional

fees imposed on the County; and (f) The definition of System Software shall then mean and include the Replacement Product.

8.62 TIME IS OF THE ESSENCE

Time is of the essence with regard to Contractor's performance of the Services.

8.63 NO OFFSHORE WORK

All Services shall be performed and rendered within the continental United States. In particular, Contractor warrants that it will not transmit or make available any County Confidential Information, County's intellectual property, or any County property to any entity or individual outside the continental United States.

8.64 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract.

8.65 SEVERABILITY

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

8.66 CONTRACT DRAFTED BY ALL PARTIES

This Contract is the result of arm's length negotiations between the parties. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Contract shall be construed to have been drafted by all parties such that any ambiguities in this Contract shall not be construed against either party.

8.67 NO THIRD-PARTY BENEFICIARIES

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

8.68 SURVIVAL

In addition to any provisions of this Contract which specifically state that they will survive the termination or expiration of this Contract and any rights and obligations under this Contract which by their nature should survive, the following Paragraphs and Subparagraphs shall survive any termination or expiration of this Contract:

- Paragraph 5.6 (No Payment for Services Provided Following Expiration/Termination of Contract)
- Paragraph 7.7 (Confidentiality)
- Paragraph 8.6 (Compliance with Applicable Law)
- Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)
- Paragraph 8.23 (Indemnification)
- Paragraph 8.24 (General Provisions for All Insurance Coverage)
- Paragraph 8.25 (Insurance Coverage)
- Paragraph 8.31 (Dispute Resolution Procedure)
- Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)
- Paragraph 8.48 (Effect of Termination)
- Paragraph 8.56 (Intellectual Property)
- Paragraph 8.67 (No Third-Party Beneficiaries)
- Paragraph 8.68 (Survival)

8.69 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

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

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

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

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

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

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

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

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

9.2 Social Enterprise (SE) Preference Program

- 9.2.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as an SE.
- 9.2.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as an SE.
- 9.2.4** If Contractor has obtained County certification as an SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

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

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

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

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

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

9.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the HIPAA, Public Law 104-191, and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the HIPAA Rules). Under this Contract, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit K in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit K, Business Associate Agreement under the HIPAA.

9.5 GREEN INITIATIVES

- 9.5.1** The Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 9.5.2** The Contractor shall notify County’s Contract Manager of Contractor’s new green initiatives prior to the Contract commencement.

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

CONTRACTOR: FAIRFAX IMAGINING, INC.

By [Signature]
Name
President and CEO
Title



COUNTY OF LOS ANGELES
By [Signature]
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Acting Executive Officer
of the Board of Supervisors

By [Signature]
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

CELIA ZAVALA
Acting Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By [Signature]
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 JUL 17 2018

[Signature]
CELIA ZAVALA
ACTING EXECUTIVE OFFICER

78831

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBITS
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

- J DEFAULTED PROPERTY TAX PROGRAM
- K BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- L COMPLIANCE WITH ENCRYPTION REQUIREMENTS CERTIFICATION

FORMS REQUIRED AT THE COMPLETION OF THE CONTRACT INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR

- M1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT
- N CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT A

STATEMENT OF WORK

**REMITTANCE PROCESSING REPLACEMENT
SYSTEM**

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STATEMENT OF WORK EXHIBITS

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1.0 SCOPE OF WORK

Introduction

The County of Los Angeles (County) Treasurer and Tax Collector (TTC) serves as the remittance processor for the great majority of County departments and some related agencies. The TTC is seeking proposals from highly experienced firms for a Commercial Off-The-Shelf (COTS) system that provides an integrated solution to replace the systems/components described below that the TTC currently employs in its remittance processing operation. The TTC realizes that while we are asking for a COTS system, the Contractor may be required to perform some custom development work to satisfy all of the requested business requirements. It is important to note that the TTC's contracts for the existing system expires January 2019, so the Contractor will need to complete this project prior to that date. We will refer to the proposed integrated system as the Remittance Processing Replacement System (RPRS).

1. Banking and Remittance Processing System (Remittance)

The TTC provides remittance processing services for a total of 20 unique lines of business (Clients) and processes four million remittance payments per year, totaling \$16 billion. The daily average workload is 15,000 checks; however, during peak processing periods of November/December and March/April, the daily average workload increases to 60,000 checks.

The TTC uses Remittance to process all incoming mail payments. Remittance includes the following:

- Scanning checks, remittance stubs, envelopes, and correspondence for Archive;
- During scanning, capture payment information and prepare the remittances for deposit with the TTC's contracted banks within one business day of receipt; and
- Based on the information captured, create payment files for posting to accounts receivable/host systems.

Currently, the TTC uses the following hardware to open mail and process payments (quantity is listed in parenthesis):

Mail Openers

- OPEX 7.5 Mail Extractor (1)
- OPEX 51 Mail Extractor (10)
- OPEX Omation 206 Letter Opener (1)

Scanners

- NDP 600 Transport (2)
- OPEX AS7200 Scanner (2)
- OPEX 3600 Scanner (2)

The County shall not use any of the above hardware components for the implementation of RPRS. The Proposer shall recommend all required equipment in their proposal. See Section 11.0, SYSTEM REQUIREMENTS AND IMPLEMENTATION, for further details on required hardware.

2. Cashiering System (Cashiering)

The TTC uses Cashiering to accept over-the-counter walk-in payments at our primary and two remote locations and processes 174,400 walk-in payments per year, totaling \$4,392,409,700. The daily average workload is 475 payments; however, during peak processing periods of November/December and March/April, the daily average workload increases to 1,230 payments.

The TTC's remote locations are seasonal and require the installation of cashiering workstations at these remote locations for use only during these brief seasonal periods. At the primary location and one of the remote locations, the TTC accepts cash and check payments and, using a point-of-sale terminal, accepts credit and debit card payments. (At this time, the second remote location does not accept credit and debit cards.)

Implementation of Cashiering will require integration with the TTC's credit/debit card services vendor.

3. Image Repository and Archive System (Archive)

Remittance and Cashiering send all images of scanned items to Archive for storage and retrieval by end users. Presently, the TTC has approximately 700 end users who access records in Archive and this number may increase.

Currently, Archive contains over 115 million image files and is utilizing 3.5 terabytes of storage. The top three categories of documents are:

- | | |
|------------------------------------|-------------------|
| • Check and remittance stub images | 110 million files |
| • Correspondence documents | 2.6 million files |
| • Daily reports | 1.8 million files |

In summary, the proposed RPRS shall include the following components:

- Banking and Remittance Processing System (Remittance)
- Cashiering System (Cashiering)
- Image Repository and Archive System (Archive)

We included high-level work flow diagrams for each of the above system components. See TECHNICAL EXHIBIT 1 – DIAGRAMS.

Examples of Transactions

Below are examples of transactions to demonstrate, at a high level, the manner in which the TTC uses these system components:

Example 1: A constituent mails in a property tax payment with a remittance stub included on the Annual Secured Property Tax Bill.

Process: The TTC's Mailroom staff delivers mail to the Mail and Remittance Processing Unit, where staff/equipment opens the envelope and processes the check and remittance stub on the NDP 600 Transport using the Client for Secured Property Tax Bills. The Transport scans the check and remittance stub and sends the images of these items to Archive for storage. During the scanning process, the Transport reads the scanline on the remittance stub and MICR line on the check, and captures the data to create both deposit and payment records. At a scheduled time, Remittance creates an electronic bank deposit file and transmits it to one of the TTC's contracted banks. In addition, Remittance creates a payment file and transmits it to the Secured Property Tax system for posting to the constituent's account.

Example 2: A constituent walks into the TTC's office to make an in-person property tax payment with a remittance stub included on the Annual Secured Property Tax Bill.

Process: The TTC's Cashiering staff accepts the payment from the constituent and processes it into Cashiering using the Client for Secured Property Tax Bills. This process includes scanning the check and remittance stub. Cashiering captures the images of the check and remittance stub and sends them to Archive for storage. Cashiering staff completes the transaction in Cashiering and provides the constituent with a system-generated receipt. Cashiering does not have the ability to create an electronic bank deposit file, so Cashiering staff sends the check to Remittance staff for them to process the check for deposit only using a specific Client in Remittance. Remittance creates an electronic bank deposit file that includes the payment and transmits the deposit to one of the TTC's contracted banks. Cashiering creates a payment file and transmits it to the Secured Property Tax system for posting to the constituent's account.

Example 3: A constituent mails in a traffic citations payment.

Process: The TTC's Mailroom staff delivers mail to the Mail and Remittance Processing Unit, where staff/equipment opens the envelope and processes the check and remittance stub on the NDP 600 Transport using the Client for the Superior Court. The Transport scans the check and remittance stub and sends the images of these documents to Archive for storage. During the scanning process, the Transport reads the scanline on the remittance stub and MICR line on the check, and captures the data to create deposit and payment records. At a scheduled time, Remittance creates an electronic bank deposit file and transmit it to one of the TTC's contracted banks. In addition, Remittance creates a payment file and transmits it to the Superior Court for posting to the constituent's account.

Remittance Processing Replacement System General Requirements

The TTC is seeking a dynamic and advanced solution, and encourages Proposers to offer alternatives that, at a minimum, address all SOW and Contract requirements. The TTC is looking for a solution that includes the following:

- **Integration:** The TTC desires that all system components are fully integrated. The user experience should be seamless while navigating among system components, and complete integration should alleviate support issues that often occur when components of an overall system are supplied by more than one vendor. While the Contractor shall support the entire integrated system, the Contractor may subcontract a portion of RPRS upon the TTC's review and approval.
- **Scalability:** The TTC desires a scalable system that can be scaled either larger or smaller depending on industry trends and future workload changes from our Client Departments. The TTC provided current workload statistics in ATTACHMENT I – HISTORICAL DATA.
- **Web-Based Solution:** The TTC desires a web-based solution that may be hosted either by the Contractor or by the County. For hosted solutions, the following would be priority objectives:
 - Availability – Access the software anytime.
 - High security – Contractor shall provide a highly secure environment to host the RPRS.
 - Scalability – For future additional licenses and storage needs.
 - Disaster recovery – Automatic data backups and recovery.
 - Software upgrade – Frequent software upgrades/Updates.
- **Virtual Servers:** For the County hosted web-based solution, all application and database servers required for RPRS shall be virtual

servers provided by the County. See Section 11.0 - SYSTEM REQUIREMENTS AND IMPLEMENTATION for additional details.

- **Environments:** The TTC desires three environments, including Test, Training, and Production environments for RPRS. See Section 11.0 - SYSTEM REQUIREMENTS AND IMPLEMENTATION for additional details.
- **Hardware:** As stated above, none of the TTC's existing hardware currently used for opening mail and processing payments (scanners) and posting payments (cashiering workstations) will be used for RPRS. As part of the integrated solution, the Contractor shall include all necessary hardware. (This does not include required application or database servers.) See Section 11.0 – SYSTEM REQUIREMENTS AND IMPLEMENTATION for additional information.
- **Cybersecurity** – The TTC requires that the selected Contractor adheres to the cybersecurity regulations, performs security audits and has Information Technology security policies and controls in place to safeguard the RPRS from cyber-attacks.

The general scope of work under this Contract shall include, but not be limited to, providing services and necessary products to design, develop, implement, test, maintain, and support integrated applications and hardware for RPRS, which shall meet all of the business, functional, reporting, and performance requirements set forth in this Exhibit A.

2.0 DEFINITIONS

The headings in the Statement of Work are for convenience and reference only and do not define the scope of any provision in the Statement of Work. The following Definitions below shall be construed to have the meanings indicated, unless another meaning is apparent from the context in which the term is used.

- 2.1 Additional Software:** Any function or module that is (i) not included in the System Software marketed by the Contractor as of the effective date of the Contract, (ii) not related to the primary function for which the System Software is used by the County, and (iii) not otherwise to be provided to the County under this Contract as an Update to the System Software, which the Contractor may provide upon County's request therefor in the form of Additional Work in accordance with Subparagraph 8.1.1.
- 2.2 Additional Work:** System Customizations and/or Professional Services that may be provided by the Contractor to the County upon County's request and approval in accordance with Subparagraph 3.4.

- 2.3 Assessor's Identification Number (AIN):** A ten-digit number assigned by the Los Angeles County Assessor (Assessor) to each parcel of real property in the County. The TTC uses the AIN on secured property tax bills and correspondence to identify real property.
- 2.4 Bill Number:** An eight-digit number assigned by the Assessor to each parcel of unsecured property in the County. The TTC uses the Bill Number on unsecured property tax bills and correspondence to identify unsecured property.
- 2.5 Business Unit:** A work group that represents a specific business function.
- 2.6 Check Only and Check And List:** Payments received without a remittance stub (Check Only) or with a listing of several accounts to be paid (Check and List).
- 2.7 Client:** A set of rules used to process a specific property tax business line or remittances from a specific County department (See ATTACHMENT I – HISTORICAL DATA – CORE System Client List).
- 2.8 Client Department:** Client Department is an individual County department or other related agency for which the TTC provides remittance processing services.
- 2.9 Contract:** This agreement executed between the County and the Contractor, including all exhibits, appendices, attachments and other referenced documents including, without limitation, the SOW.
- 2.10 Contractor:** The sole proprietor, partnership, corporation, or other person or entity that has entered into this Contract with the County.
- 2.11 Contractor Intellectual Property:** Intellectual Property developed by the Contractor either (i) prior to the Effective Date or (ii) independently of the Contract and required by, incorporated in, or integrated into the System, System Software or Services.
- 2.12 Contractor's Project Director:** Person designated by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that Contractor's Project Manager cannot resolve.
- 2.13 Contractor's Project Manager:** Person designated by the Contractor to administer the Contract operations after the Contract Award.
- 2.14 COTS:** Commercial-off-the-shelf items and products as defined by Federal Acquisition Regulations (FAR, 48 C.F.R. 2.101), including software, source code, technology enhancements and all professional services related to the same.
- 2.15 County:** County of Los Angeles.

- 2.16 County Data:** All of the County confidential information, data, records, and information of the County to which the Contractor has access, possession, ownership or otherwise provided to the Contractor under this Contract.
- 2.17 County's Project Director:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that County's Project Manager cannot resolve.
- 2.18 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract. An alternate Project Manager designated by the County shall be referred to as Alternate Project Manager.
- 2.19 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.20 Day(s):** County business day(s) unless otherwise specified.
- 2.21 Deficiency:** Defects in design, development, implementation, materials and/or workmanship, errors, omissions, deviations from published and/or mutually agreed upon standards or Specifications under this Contract, which result in the System not performing in strict compliance with the provisions of this Contract and the Specifications.
- 2.22 Deliverable(s):** Whether singular or plural, shall mean items and/or services provided or to be provided by the Contractor under this Contract identified as a deliverable, by designation, number, or context, in the SOW, Exhibits, Attachments, Schedule, or any document associated with the foregoing, including numbered Deliverable(s) in Exhibit A - SOW.
- 2.23 Documentation:** All of the Contractor's training course materials, system specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the System including, but not limited to, online help screens contained in the System, and any revisions, supplements, or Updates thereto.
- 2.24 Document Type:** A list of identifiers that categorizes correspondence, documents or other physical or electronic items.
- 2.25 End User:** Any person or entity authorized by the TTC to access or use the RPRS.
- 2.26 Exception Item:** Payments that the System automatically rejects when matched against pre-loaded electronic files and that require research for decisioning.

- 2.27 Final Acceptance:** The County's written approval of the System as described in Section 12.
- 2.28 Graphical User Interface (GUI):** Graphical user interface where System users give or execute commands by selecting and clicking icons displayed on the screen.
- 2.29 Help Desk:** A department within the Contractor's organization that is responsible for answering all questions related to the System and providing assistance to the County.
- 2.30 Intellectual Property (IP):** All current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the RPRS or RPRS design data, System or System Software.
- 2.31 Intellectual Property Escrow:** One or more escrow companies or other neutral depositories engaged in the business of receiving and maintaining escrows of software source code or other Intellectual Property.
- 2.32 Interface:** Either a computer program developed by, or licensed to, the County or the Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b) translate or convert data in a format used by the County or a third-party to a format supported at County or vice versa.
- 2.33 Keyword:** A word used in an information retrieval system to indicate the content of a document.
- 2.34 MICR:** Magnetic Ink Character Recognition.
- 2.35 On-Us/Mixed Checks:** An On-Us item is a check or draft that is presented to the drawee's bank where the check writer has the funds on deposit. All other checks are Mixed Checks.
- 2.36 Operating System (OS):** An Operating System, or "OS," is software that communicates with the hardware and allows other programs to run.
- 2.37 Performance Requirements Summary (PRS):** Identifies the key performance indicators of the Contract that will be evaluated by the County to assure the Contractor (as specified in the SOW, Paragraph 22.0, Performance Requirements Summary) meets Contract performance standards.

- 2.38 Personal Data:** Any information that may be used to identify a person including, but not limited to, name, address, e-mail address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personal Data shall include, but not be limited to, all “personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (U.S.C.) §6801 et seq.), Protected Health Information, and Personally Identifiable Information.
- 2.39 Personally Identifiable Information:** Personal information as defined in California Civil Code section 1798.29 and/or EU Data Protection Directive (Directive 95/46/EEC) and the EU General Data Protection Regulation (Regulation (EU) 2016/679) adopted April 27, 2017, and effective May 25, 2018.
- 2.40 Pretty Good Privacy Encryption (PGP):** A computer program used for encrypting and decrypting texts, e-mails, files, directories, and whole disk partitions to increase the security of e-mail communications over the Internet. It can also be used to send an encrypted digital signature that allows the receiver to (a) verify the sender's identity and (b) know that the message was not changed in route.
- 2.41 Production Use:** The actual use of the System Software in the production environment to (a) process actual live data in County's day-to-day operations and (b) use the System.
- 2.42 Professional Services:** Services including but not limited to, consulting services, additional training and/or customizations, or services that the Contractor may provide upon County's request therefore in the form of Additional Work in accordance with Subparagraph 3.4.
- 2.43 Protected Health Information:** Protected health Information is individually identifiable health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HiTECH) Act or as defined by the Code of Federal Regulations (45 CFR 160.103).
- 2.44 Regression Test:** A type of software testing that seeks to uncover new software bugs or regressions in existing functional and non-functional areas of a System after making changes such as enhancements, patches or configurations.
- 2.45 Remittances:** Payments received with or without correspondence.
- 2.46 Secure Shell (SSH) File Transfer Protocol (SFTP):** File transfer protocol to securely access and transfer files over a secure tunnel.

- 2.47 Security Level Deficiencies I through IV:** Codes assigned to System problems and issues that indicate the severity of their impact on the System's availability and expected resolution timeline (ATTACHMENT IV – MAINTENANCE AND SUPPORT SERVICES).
- 2.48 Services:** Collectively, all functions, responsibilities, tasks, subtasks, deliverables, goods, and other services: (a) specifically identified in the SOW; (b) identified in this Contract as being the Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Contract. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i) an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Sub-paragraph; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Sub-paragraph, and not in conflict with the Contractor's established methods of providing services; and as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Contract, then such service or function shall be deemed to be part of the Services. Any hardware and/or software provided to the County by the Contractor pursuant to this Contract is considered part of the Services. Any existing TTC hardware that the Contractor certifies to be adequate with the new System as specified in Exhibit A, Task 11.1 Analyze Existing Hardware and Recommend Additional Hardware, shall be part of the Services.
- 2.49 Source Material:** With respect to the System Software and Work Product, the source code of such software and all related compiler command files, build scripts, scripts relating to the operation and maintenance of such application, application programming interface (API), graphical user interface (GUI), object libraries, all relevant instructions on building the object code of such application, and all documentation relating to the foregoing, such that collectively the foregoing will be sufficient to enable a person possessing reasonable skill and expertise in computer software and information technology to build, load, and operate the machine-executable object code of such application; to maintain and support such application; and to effectively use all functions and features of such software. If any portion of the Source Material is encrypted, the Contractor shall include the decryption tools and decryption keys with the Source Material.
- 2.50 Specifications:** Any and/or all of the following: (i) all functional and operational requirements and/or features included in the SOW; (ii) all requirements set forth in this Contract; (iii) the Documentation, to the extent not inconsistent with any of the foregoing; (iv) all specifications provided or made available by the Contractor under this Contract, but only to the extent: (a) not inconsistent with any of the foregoing; and (b) acceptable to the County in its sole discretion; and (v) all written and/or electronic materials furnished or made available by or through the

Contractor regarding the System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other System criteria or any element of the System, but only to the extent not inconsistent with any of the foregoing.

- 2.51 Subcontractor(s):** Any person or entity with whom the Contractor has entered into any agreement to (1) perform any part of the Services, (2) own any Intellectual Property required by, incorporated in, or integrated into the System or System Software, or (3) provide any materials, equipment or supplies for the System or System Software, and any person or entity with whom any Subcontractor has further subcontracted any part of the Services, System, or System Software, at any level.
- 2.52 System or RPRS:** The System Software, and Services, Intellectual Property and/or Work Product, including, without limitation, all components, equipment, software, hardware and Documentation, as specified, created, and/or delivered under the Contract.
- 2.53 System Customizations:** Collectively, System Enhancements, Additional Software and Programming Modifications.
- 2.54 System Software:** Individually each, and collectively all, of the computer programs provided by the Contractor under this Contract (including Contractor Intellectual Property or Third Party Intellectual Property), including as to each such program, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by the Contractor, Updates, and any and all programs otherwise provided by the Contractor under this Contract. All System Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by the County.
- 2.55 System Test:** A type of software or hardware testing conducted on a complete, integrated system to evaluate the System's compliance with its specified requirements.
- 2.56 Technology Enhancements:** Modifications, additions, refinements, substitutions, revisions, replacements and upgrades made to or in place of any computer systems or other technology used for the operation of the System or System Software, or to any related documentation, that accomplish incidental, performance, structural, or functional improvements. The term specifically includes modifications, Updates, revisions, replacements and upgrades made to or in place of software or any related documentation that correct errors or security risks or support new models of computer hardware with which the software is designed to operate. Technology Enhancements also includes such new models of computer hardware.

- 2.57 Third Party Intellectual Property:** Intellectual Property owned by any person or entity unrelated to the Contractor, and which is required by, incorporated in, or integrated into the System, System Software or the Services.
- 2.58 Transaction Type:** Various transactions the cashiers process such as Secured tax, Secured delinquent tax, Business License, Public Health, etc.
- 2.59 Treasurer and Tax Collector:** The Department Head of the County's Treasurer and Tax Collector, or his or her designee.
- 2.60 TTC:** The County of Los Angeles Treasurer and Tax Collector as a department.
- 2.61 Update(s):** Changes to the System Software including, but not limited to: (a) a bug fix, patch, or redistribution of the System Software that corrects an error and addresses common functional and performance issues; (b) an aggregation of fixes, or significant new features, functionality or performance improvements (sometimes accompanied by a change in the reference to the System Software such as a change in the number to the left of the period in the version numbering format X.XX); (c) any modifications to the System Software designed to improve its operation, usefulness, or completeness that is made generally available by the Contractor to its other customers, or (d) any modifications to the System Software related to statutory or regulatory requirements, Technology Enhancements or as required under the Contract or the SOW.
- 2.62 Web Portal:** A website within the County's Intranet by which End Users shall have access to information pertaining to the TTC data/documents in Portable Document Format (PDF) or other electronic format for the purpose of administering, viewing, and printing reports, which is constructed to meet the TTC format requirements.
- 2.63 Work Product:** All physical, electronic and/or mechanical embodiments of, and document disclosing, Intellectual Property. Without limiting the generality of the foregoing, Work Product includes embodiments, documents and/or deliverables incorporating concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced by the Contractor under this Contract.

3.0 BUSINESS PROCESSES REQUIREMENTS

The following sections provide the minimum requirements for each described system component. The Contractor may propose an alternative solution for any requirement listed, as long as the recommendation meets or exceeds the stated requirement.

3.1: General System Requirements

Below are the minimum general requirements for RPRS:

1. Ability to provide administrative access for a limited number of users to add, modify, and/or delete user accounts for secure web access for all end users;
2. Ability to capture real-time reporting and tracking of system/user activities;
3. Ability to display real-time workload statistics through a customizable dashboard;
4. Ability to create flexible workflows;
5. Ability to run, download, and print standard and ad hoc reports;
6. Ability to reprint and/or download archived documents; and
7. Ability to develop Interfaces with other TTC systems using Application Program Interfaces (API).

3.2: Requirements for Remittance

Below are the minimum functional requirements for Remittance:

3.2.1: Remittance General Requirements

1. Ability to establish processing rules based on existing workflows for Clients and the ability to add new Clients;
2. Ability to process all payments for deposit, including payments received without remittance stubs or other identifying information indicating where the TTC should apply the payment;
3. Ability to read scanlines on remittance stubs and capture data fields for use as defined by Client processing rules;
4. Ability for the TTC to modify the Received Date (i.e. the date the TTC received the payment) based on its business rules;
5. Ability to process partial payments, i.e. a payment less than the amount due as indicated on the remittance stub;

6. Ability to endorse remittances, including process date, batch number, sequence number, and Client number to serve as an audit trail for the payment;
7. Ability to capture, upload and archive images of all checks, remittance stubs, envelopes and correspondence into the Archive; and
8. Ability to create Automated Clearing House (ACH)/Image Cash Letter (ICL) electronic deposit files, separating deposit items for On-U.S. deposits to our contracted banks, with the remainder of deposit items processed as Mixed Checks deposits.

3.2.2: Remittance Requirements for Rejects and Exceptions

1. Ability to reject items with missing or unreadable information for additional research and subsequent reprocessing;
2. Ability to reject checks drawn on foreign banks, as these require special deposit processing; and
3. Ability to upload an electronic file that contains account information for which the system should reject all payments as Exception Items.

3.2.3: Remittance Requirements for Data Capture

1. Ability to capture and upload tracking numbers from certified mail delivered by United States Postal Service (USPS) or mail delivery by package delivery services, such as UPS and FedEx. Users should be able to search records by tracking numbers;
2. Ability to upload MICR line data from checks and have the ability to search for records by MICR data; and
3. Ability to read and capture checkmarks on remittance stubs using Mark Sense detection and include an indicator in the payment file that the checkbox was marked based on specific Client processing rules.

3.2.4: Remittance Requirements for Special Processing

1. Ability to capture and process fees according to Client business rules based on information contained in the scanline and create two payment records for the transaction in the payment file – one for the fee and one for the remaining payment amount. (See Technical Exhibit 4 – Scanline Definitions for additional details on this process);

2. Ability to capture payment information from the County mainframe system using screen scrape software to process Check Only and Check and List payments. For example, if an operator is processing a check that has a parcel number but no other identification, using screen scrape software, we can enter the parcel number, which triggers a query to the County mainframe and retrieves the bill information associated with the parcel. The user then selects the appropriate bill, which creates a payment record in Remittance;
3. Ability to create payment posting files for each Client in a file format that meets the requirements documented in Technical Exhibit 2 – TTC Accounts – File Layouts; and
4. Ability to create suspense posting files for each Client for payments received without identifiable account information in a file format that meets the requirements documented in Technical Exhibit 2 – TTC Accounts – File Layouts.

3.3: Requirements for Cashiering

Below are the minimum functional requirements for Cashiering:

3.3.1: Cashiering General Requirements

1. Ability to provide cashiering functions at the TTC's two off-site locations, with the possibility of adding additional sites;
2. Ability to establish processing rules based on existing workflows for Clients and the ability to add new Clients;
3. Ability to read scanlines on remittance stubs and capture data fields for use as defined by the Client processing rules;
4. Ability for the TTC to modify the Received Date (i.e. the date the TTC received the payment) based on its business rules;
5. Ability to process partial payments, i.e. a payment less than the amount due as indicated on the remittance stub;
6. Ability to generate a transaction receipt that includes process date, time, transaction number, Transaction Type, and Client number to serve as an audit trail for the payment;
7. Ability to generate a duplicate receipt that displays "Duplicate Receipt" on it;
8. Ability to endorse remittances, including process date, batch number, sequence number, and Client number to serve as an audit trail for the payment;

9. Ability to capture, upload and archive images of all checks, remittance stubs, and signatures for credit card transactions and upload them to Archive;
10. Ability to process payments using multiple Transaction Types (See ATTACHMENT I – HISTORICAL DATA);
11. Ability to process payments using multiple Tender Types (See ATTACHMENT I – HISTORICAL DATA);
12. Ability to accept and process payments from the following: American Express, Discover, Master Card, and Visa credit and debit cards. All credit card payment processors must be compliant with Payment Card Industry standards;
13. Ability to void transactions based on the user's security profile; and
14. Ability to create Automated Clearing House (ACH)/Image Cash Letter (ICL) electronic deposit files, separating deposit items for On-Us deposits to our contracted banks, with the remainder of deposit items processed as Mixed Checks deposits.

3.3.2: Cashiering Requirements for Rejects and Exceptions

1. Ability to reject checks drawn on foreign banks, as these require special deposit processing; and
2. Ability to upload an electronic file that contains account information for which the system should reject all payments as Exception Items.

3.3.3: Cashiering Requirements for Data Capture

1. Ability to capture and upload tracking numbers from certified mail delivered by USPS or mail delivery by package delivery services, such as UPS and FedEx. Users should be able to search records by tracking numbers;
2. Ability to upload MICR line data from payments and have the ability to search for records by MICR data; and
3. Ability to read and capture checkmarks on remittance stubs using Mark Sense detection and use this data based on Client processing rules.

3.3.4: Cashiering Requirements for Special Processing

1. Ability to capture and process fees according to Client business rules based on information contained in the scanline and create two payment records for the transaction in the payment file – one for the fee and one for the remaining payment amount. (See Technical Exhibit 4 – Scanline Definitions for additional details on this process);
2. Ability to capture payment information from the County mainframe system using screen scrape software to process Check Only and Check and List payments. For example, if an operator is processing a check that has a parcel number but no other identification, using screen scrape software, we can enter the parcel number, which triggers a query to the County mainframe and retrieves the bill information associated with the parcel. The user then selects the appropriate bill, which creates a payment record in Remittance;
3. Ability to create payment posting files for each Client in a file format that meets the requirements documented in Technical Exhibit 2 – TTC Accounts – File Layouts;
4. Ability to create suspense posting files for each Client for payments received without identifiable account information in a file format that meets the requirements documented in Technical Exhibit 2 – TTC Accounts – File Layouts; and
5. Ability to process and locally store transactions in an off-line state (i.e. when the Cashiering workstation is not connected to the network), and automatically recover processed transactions once the workstation is back on-line.

3.4: Requirements for Archive

Below are the minimum functional requirements for Archive:

3.4.1: Archive General Requirements

1. Ability to electronically store and retrieve images of all remittances, including checks, money orders, cashier's checks, remittance stubs, envelopes, correspondence and credit/debit card signatures captured during payment processing in Remittance and Cashiering;
2. Ability to allow flexible indexing of all images/documents, including the ability to index by the following:
 - Assessor's Identification Number

- Bill Number
 - MICR Data
 - Certified Mail/Package Delivery Service Tracking Numbers
 - Client
 - Document Type
3. Ability to perform a search for images/documents using flexible indexing;
 4. Ability to establish role-based user profiles for viewing, adding, modifying or deleting images/documents; and
 5. Ability to establish document types and provide system access to users based on these document types.

3.4.2: Archive Special Requirements

1. Ability to convert existing indexing data and images for import into the new Archive as specified in Section 8.0, Data Conversion and Migration;
2. Ability to provide access to approximately 700 users, with possibility of future expansion; and
3. Ability to expand capacity beyond the workload indicated in EXHIBIT A, Statement of Work, ATTACHMENT I, HISTORICAL DATA.

3.5: Reporting Requirements

The RPRS shall have the ability to produce various reports for each system component described above. Below are the minimum reporting requirements for RPRS:

1. Ability for end users to run ad hoc reports on any data field in the system's database;
2. Ability to generate all system reports (standard, custom and ad hoc reports) in a variety of formats, such as a Microsoft Word document, Microsoft Excel spreadsheet, comma-separated value (CSV) file, text file and PDF.
3. Ability to produce daily and monthly reports as shown in Technical Exhibit 3 – Reports/Letters, and that meet the descriptions listed in ATTACHMENT VI – REPORTING REQUIREMENTS;

4. Ability to run daily reports on a scheduled basis; and
5. Ability to provide and reports in real time by user, Transaction Type, date, and processing status.

4.0 WORK REQUIREMENTS

The general scope of work performed under this Contract shall include, but not be limited to, the implementation of a COTS system, including any required customizations, and necessary hardware that will meet all of the business, functional, reporting, and performance requirements set forth in the Contract, including this Exhibit A, SOW.

Task 4.1: Develop Project Management Plan

Deliverable 4.1.1 – Project Management Plan

The Contractor shall develop a Project Management Plan that shall include, but not be limited to, the following deliverables:

- (A) System Description – A brief statement describing the basic functionality of the proposed system and related components;
- (B) Project Scope and Objectives – A brief statement of the scope and objectives of the project;
- (C) Project Team, Roles and Responsibilities – Establishment and documentation of the Project Team, which includes key staff members from both the TTC and Contractor. This shall include a description of the primary roles and responsibilities of each Project Team members and their contact information;
- (D) Assessment and Documentation of Current Business Requirements – A description of the procedures and tools to be used to assess and document the current business requirements and any recommend improvements;
- (E) Application Development Methodology – A description of the Application Development Methodology (ADM) that will be used for this project;
- (F) System Implementation Strategy – A description of the proposed approach to implementation and rollout. The strategy must include a parallel run of the TTC's current system with RPRS and the Contractor's recommended implementation timeline for going live;
- (G) Issue Management – A description of the proposed mechanism to document and track issues related to the project. Tracking shall include description, current status, severity level,

anticipated correction date, and documentation of final resolution of all identified issues;

- (H) Risk Management – A description of the proposed mechanism for identifying and tracking potential risks that may affect project objectives. Tracking shall include the probability of those risks occurring, potential consequences (e.g., impact to schedule and cost) and risk mitigation strategies;
- (I) Change Management Process – A description of the proposed mechanism that will be used to mitigate any negative impact to this project as a result of system design, development, implementation and ongoing enhancements, including a description of how the Contractor will (i) identify and manage any impacts of the development effort on County's current operations, (ii) validate and facilitate the prioritization of County's requirements, and (iii) communicate changes to County's current business processes and prepare users for conducting business in a new environment;
- (J) Testing Strategies – A description of the proposed approach to system and end-user testing, including roles and responsibilities of each team member;
- (K) Training Strategies – A description of the proposed approach to training, including technical, end user and train-the-trainer training for County's technical staff, end-users and trainers respectively; and
- (L) Escalation Procedures – A description of the process used to resolve project conflicts, including the identification of key Project Team members responsible for decision-making and conflict resolution.

Deliverable 4.1.2 – Project Work Plan

The Contractor shall develop a Project Work Plan using Microsoft Project that consists of deliverables and milestones for the completion of the project and reflecting both the Contractor and the TTC's tasks necessary for the successful implementation of RPRS. The Contractor shall update this project plan after completion of the business requirements analysis (See Section 3.0). The project plan shall serve as the road map for the project and successful implementation of RPRS and shall include baseline and adjusted tasks, deliverables, resources, task dependencies, work schedule of the project, milestones, and progress on each task.

The Contractor shall update the Project Work Plan on a monthly basis.

Deliverable 4.1.3 – Decision Log

The Contractor shall maintain a project journal using Microsoft Access, Excel or Word with a chronological listing of all business requirement decisions made by the TTC and/or Contractor personnel during the course of the project (scope changes, interpretations of requirements, etc.).

Task 4.2: Project Management

Under the direction of the County Project Director, the Contractor shall provide full project management and control of project activities throughout the project lifecycle. This shall include scheduling and conducting regular projects meetings and preparing and distributing regular project status reports.

Deliverable 4.2.1 – Schedule and Conduct Meetings

Commencing on the Effective Date of this Agreement (Effective Date), the Contractor's Project Manager shall work with the County Project Director to identify members of the Project Team and Advisory Committee.

The Contractor's Project Manager shall develop a project-meeting schedule that includes the following:

- (A) A Project Kick-off Meeting scheduled within 15 days of the Effective Date;
- (B) Weekly Project Team meetings to start within 15 days of the Project Kick-off Meeting; and
- (C) Monthly Advisory Committee meetings to start within 30 days of the Project Kick-off Meeting. Note: The schedule for the Advisory Committee may be altered with the approval of the Advisory Committee members.

Project Team meetings shall include discussions on work performed over the past week, identified issues, and action items for the upcoming week.

Advisory Committee meetings shall include reports on project progress, potential risks, and any escalated issues.

Deliverable 4.2.2 – Project Status Reports

The Contractor shall prepare and distribute regular project status reports to the Project Team and Advisory Committee.

On a weekly basis, the Contractor shall prepare and distribute agendas and minutes for the weekly Project Team meetings to the Project Team members.

On a monthly basis, the Contractor shall prepare and distribute agendas and minutes for the weekly Advisory Committee meetings to the Advisory Committee members.

On a monthly basis, the Contractor shall prepare and distribute an updated Project Work Plan to the County Project Director and the County Project Manager.

The Contractor shall present the first Project Status Report to the County Project Director commencing with the first full week following the Effective Date. Unless otherwise directed by the County Project Director, the Project Status Report shall include the following information:

- (A) Period covered by the Project Status Report;
- (B) An updated Project Work Plan indicating the current status of all project tasks;
- (C) Status on all issue(s) identified;
- (D) Status on any risks identified;
- (E) Status of any change management items identified; and
- (F) Summary of project status as of the reporting date.

Task 4.3: Business Process Design

Subtask 4.3.1 – Analyze and Validate System Requirements

The Contractor shall analyze all functional, technical, reporting, performance, and access requirements to ensure the Contractor has a thorough understanding of all requirements. This shall be accomplished by, but is not limited to, conducting sessions with County staff to ensure a mutual understanding of all requirements. Once these sessions have been completed, the Contractor shall prepare a technical analysis document reporting on all requirements and send to all present for clarification and/or validation. Following the analysis and validation of County's requirements, the Contractor

may provide suggestions for business process improvement opportunities to County for approval.

Deliverable 4.3.1 – Detailed Functional and Technical Specifications:

The Contractor shall develop detailed functional and technical specifications for the System that will be subject to the County Project Director's approval prior to System development. The requirements specified in this deliverable will become the basis of a Business Requirements Document and shall include, but not be limited to, the following:

- (A) Documentation of the Remittance functional and technical requirements;
- (B) Documentation of the Cashiering functional and technical requirements;
- (C) Documentation of the Archive functional and technical requirements;
- (D) Determination of processing, storage and response time requirements;
- (E) Documentation of all existing Interfaces and proposed Interfaces;
- (F) Documentation for all data interchanges between all the RPRS components;
- (G) Documentation for any required customization of the COTS to meet the TTC's requirements; and
- (H) Other documentation for other topics identified as necessary during the course of the analysis of business requirements.

The Business Requirements Document shall include, but not be limited to, the following:

- (A) Current and proposed process flow maps;
- (B) Narrative descriptions necessary to the understanding of the documented process flow maps;
- (C) Description of the benefits resulting from the proposed process flow maps; and
- (D) System Software and recommended County hardware and peripheral hardware specifications to support all recommended solutions detailed within the Business Requirements Document.

Subtask 4.3.2 – Analyze County’s Reporting Requirements

The Contractor shall work collaboratively with appropriate County staff to analyze and confirm the County’s detailed reporting functional requirements as specified in ATTACHMENT VI – Reporting Requirements and TECHNICAL EXHIBIT 2 – TTC Accounts – File Layouts.

Deliverable 4.3.2 – Report Analysis Document

After completing Subtask 4.3.2, Analyze County’s Reporting Requirements, the Contractor shall document the following:

- (A) Reports to be run as part of the production process;
- (B) Reports to be provided on-line;
- (C) Ad hoc reports functionality;
- (D) Structured queries on-demand; and
- (E) Reports to eliminate.

Subtask 4.3.3 – Develop System Integration Document

The Contractor shall develop a System Integration Document specifying the business processes based upon the analyses completed under Subtask 4.3.1 Analyze and Validate System Requirements, and Subtask 4.3.2 Analyze County’s Reporting Requirement. The Contractor shall incorporate into the System Integration Document business process re-engineering changes that are approved in writing by the County Project Director. The business process details defined in the System Integration Document shall include, but not be limited to, a description of the major functional components of the System, any dependencies within the System among either major functional components or external System Interfaces, and the primary users by System functionality.

Deliverable 4.3.3 – System Integration Document

The Contractor shall submit a System Integration Document that shall contain the high-level design of the System based on the approved Business Requirements Document for demonstrating the Contractor’s approach in integrating the COTS System. The System Integration Document shall contain the following in a format acceptable to the County Project Director:

- (A) Overall System Design – A conceptual diagram of the System, illustrating the connectivity of System hardware;
- (B) Functionality Supporting Requirements – A mapping of the System functionality with County’s functional and technical requirements;
- (C) System Navigation Diagrams – The logical sequence with which the user will navigate through the System. Included in this section should be a reference to the specific user GUI screens;
- (D) User Interface Screens – Screen prints of the System presented in a logical manner that depict the sequence in which the user will interact with the screens;
- (E) System Interfaces – A description of the files and data to be exchanged with other systems;
- (F) On–line Help Functions – A description of the Help functions to be provided as part of each application;
- (G) Data Conversion Strategy – A detailed description of the conversion activities, documented separately for Remittance, Archive, and Cashiering including the sequencing and timeframe of conversion activities within each application as well as across RPRS, roles and responsibilities for conversion activities and conversion monitoring and reporting procedures (e.g. conversion and exception reports);
- (H) System Security Strategy – A detailed description of the security mechanisms used for the System, e.g., authentication, role–based security and encryption; and
- (I) On–line Reporting and Tracking Mechanism for Deficiencies – A detailed description of the method by which deficiencies will be reported and tracked.

Subtask 4.3.4 – Develop Final Detail Integration Document

The Contractor shall review together with the County Project Director the Business Requirements Document and System Integration Document for final approval. Based upon this review and approval by the TTC, the Contractor shall prepare and submit a Final Detail Integration Document (FDID) to the County Project Director for written approval. Any subsequent modifications to the FDID shall require the prior written approval of the County Project Director. This FDID shall provide the basis for implementation of any new business processes and the installation of the software to meet the requirements of the County. The FDID shall include all the requirements stated in the Business Requirements Document and the System Integration Document.

Deliverable 4.3.4 – Final Detail Integration Document

Based upon the system integration review process, the Contractor shall provide an FDID developed in accordance with Subtask 4.3.4 – Develop Final Detail Integration Document. The FDID shall provide the basis for the development and implementation of the Application Software. The FDID shall include, but not be limited to, the following:

- (A) Overall RPRS Design;
- (B) Remittance Processing Design;
- (C) Image Archive Design;
- (D) Cashiering Design;
- (E) Functionality Supporting Requirements;
- (F) System (Remittance, Cashiering, and Archive) Navigation Diagrams;
- (G) User Interface Screens;
- (H) System (Remittance, Cashiering, and Archive) Interfaces;
- (I) On-Line Help Functions;
- (J) Data Conversion Strategy (Remittance, Cashiering, and Archive);
- (K) Remote Access and Update Strategy (Remittance, Cashiering, and Archive);
- (L) Application-specific Security Strategy (Remittance, Cashiering, and Archive); and
- (M) On-Line Reporting and Tracking Mechanism for Deficiencies (Overall RPRS and separately for Remittance, Cashiering, and Archive).

5.0 IMPLEMENTATION PLAN

Task 5.1: Prepare Implementation Plan

After analysis and validation of the TTC's business requirements, the Contractor shall determine the best approach to meet the TTC's requirements that shall include configuration of the System and any required customization. The RPRS must integrate with the TTC's existing infrastructure, including hardware and Interfaces identified during requirements analysis.

Deliverable 5.1.1 – Application Configuration Document

The Contractor shall provide an Application Configuration Document that describes how the Contractor's solution meets the TTC's required configurations or customizations. This document shall include the requested screen mock-ups, required reports mock-ups, user security profiles set-up, configuration settings, etc. It shall also include descriptions of RPRS integration with any Third Party Software.

6.0 IMPLEMENTATION SERVICES

Task 6.1: Configure the New System

The Contractor shall configure and deliver the System in the form of the Deliverables below and in accordance with Paragraph 4.0, Work Requirements. In addition, as part of the System development, the Contractor, at a minimum, shall:

- (A) Determine requirements for customizations, including the design of current Interfaces and data conversions;
- (B) Determine the requirements for any County-approved Third Party Software to be incorporated into the COTS;
- (C) Program the customized applications in accordance with the approved FDID; and
- (D) Implement and maintain an automated Incident Tracking System approved by County Project Director used for System Deficiencies, modifications and/or enhancements for overall RPRS incidents from Project Initiation through the ongoing Maintenance and Support phases of the project.

Deliverable 6.1.1 – Configure the System

The Contractor shall configure the System and provide detailed description of its approach in prioritizing and developing Interfaces.

Deliverable 6.1.2 – Necessary Customizations

When customizations are required, the Contractor will provide detailed descriptions explain how the COTS fails to meet the County's requirements. All development work on customizations must use widely implemented industry standard development languages such as VB, ASP, .NET, JAVA, or C++. The Contractor shall include recommendations on the impact of customizations on future upgrades to avoid future potential re-development.

Deliverable 6.1.3 – Interfaces to Outside Agencies and Other County Departments

Provide any customizations, including Interfaces and data conversions, required to integrate with outside agencies and other County Departments with which RPRS will interact.

Deliverable 6.1.4 – Integration of Third Party Software

Subject to County approval, identify, acquire or license, and integrate Third Party Software required by, incorporated in, or integrated into the System, System Software or the Services.

Deliverable 6.1.5 – Screen Scrape Software

The Screen Scrape software functionalities referenced in Section 3.2.4: Remittance Requirements for Special Processing, and Section 3.3.4: Cashiering Requirements for Special Processing, shall be integrated within the RPRS client installed or accessible on County workstations.

7.0 SYSTEM TEST

Task 7.1: Tests

The Contractor shall develop a test strategy, test plan, and test procedures (collectively, Test Plans). Upon approval of the Test Plans by the County Project Manager, the Contractor shall conduct the tests, document the test results, make necessary changes, and retest the System in accordance with the Test Plans. At least one iteration of the testing must occur on converted data. Once the Contractor is satisfied that the System performs according to the TTC's requirements and the Test Plans, the Contractor shall present the test findings for approval by the County's Project Manager. The Contractor shall then assist the TTC with the User Acceptance Test(s) (as defined in Paragraph 9.0, User Acceptance Test).

Deliverable 7.1.1 – Testing Strategy

The Contractor shall prepare a testing strategy and detailed testing plan that shall include system tests, Regression Tests, integration tests, user acceptance tests, parallel tests, and any other tests deemed appropriate and necessary by the TTC.

The County and the Contractor jointly will perform a System Test based on the Test Plans using a simulated full load in a test

environment developed by the Contractor. When the System Test is successfully completed, the RPRS shall be ready for User Acceptance Test(s) (as defined in Paragraph 9.0, User Acceptance Test).

Deliverable 7.1.2 – Test Results

The Contractor shall document expected results of the System Test prior to running the System Test and shall resolve all the differences in the System Test results within 15 days. Should the Contractor require more than 15 days to resolve the differences in the System Test results, the Contractor shall request an extension from the County's Project Director. The Contractor shall provide detailed results of the System Test showing pass/fail, remediation, Regression Tests performed, and summarized results showing the number of fatal, serious, work-around, and cosmetic flaws.

Deliverable 7.1.3 – Tested System

The Contractor shall deliver System Software that the Contractor shall certify as meeting the TTC's business requirements and which must subsequently pass the TTC's User Acceptance Test(s) as defined in Paragraph 9.0, User Acceptance Test.

8.0 DATA CONVERSION AND MIGRATION

Task 8.1: Develop Data Conversion and Migration Plan

The Contractor shall develop a data conversion strategy and corresponding contingency plan that addresses data clean up, data conversion, and conversion validation (Data Conversion and Migration Plan). The Data Conversion and Migration Plan shall provide maximum reliance on an automated approach with minimum disruption to the existing system and ongoing operations and shall include the following:

- (A) County and Contractor Roles and Responsibilities;
- (B) Schedule(s) for Conversion of Existing Data;
- (C) Scope of Conversion Activities;
- (D) Pre-conversion Requirements;
- (E) Conversion Process Flow Diagram;
- (F) Data Clean-up Process;
- (G) Specified sample records to be monitored to ensure that data converted as intended when records have been converted;

- (H) Controls that will ensure all records were either converted successfully or identified for exception processing;
- (I) Definition of methods to be employed to add records to the database if they did not convert successfully; and
- (J) A contingency plan and roll back procedure for unsuccessful data conversion.

Deliverable 8.1.1 – Data Conversion and Migration Plan

The Contractor shall deliver to the County for approval a Data Conversion and Migration Plan developed in accordance with Paragraph 8.0, Task 8.1: Develop Data Conversion and Migration Plan.

Deliverable 8.1.2 – Develop Data Conversion and Migration Programs

The Contractor shall develop software and processes (collectively, Data Conversion Programs) for performing the data conversion and migration of existing data in accordance with the Data Conversion and Migration Plan provided by the Contractor under Paragraph 8.0, Task 8.1: Develop Data Conversion and Migration Plan.

Deliverable 8.1.3 – Data Conversion and Migration Programs

The Contractor shall deliver to the County error free Data Conversion Programs that will convert and migrate the existing data consistent with the Data Conversion and Migration Plan provided by the Contractor under Paragraph 8.0, Task 8.1: Develop Data Conversion and Migration Plan.

Task 8.2: Conduct Conversion Test

The Contractor shall conduct conversion tests (Conversion Test) to test conversion and migration of existing data using the Data Conversion Programs developed under Paragraph 8.0, Task 8.1: Develop Data Conversion and Migration Plan. The Contractor in conjunction with the County shall develop test scenarios, including expected results, which shall demonstrate that the data conversion was executed as intended. As part of the Conversion Test, the Contractor shall perform all necessary Data Conversion Program corrections and debugging. The Contractor shall perform the Conversion Test with a simulated full load. The Contractor shall document all test results.

Deliverable 8.2.1 – Conversion Test Results Report

The Contractor shall conduct and complete the Conversion Test successfully in accordance with the requirements outlined in Task 8.2, Conduct Conversion Test. The Contractor shall deliver to the County a "Conversion Test Results Report," within five days of successful completion of the Conversion Test, which will contain the actual documented results of the test. The County shall review the test results and independently review the data based on the established test scenarios and approve the submitted test results prior to the final data conversion.

Task 8.3: Perform Data Conversion

The Contractor shall perform data conversion and migration in accordance with the Data Conversion and Migration Plan provided by the Contractor under Paragraph 8.0, Task 8.1: Develop Data Conversion and Migration Plan.

Deliverable 8.3.1 – Converted Data

The Contractor shall perform data conversion and certify in writing that the Contractor has successfully performed all data conversion and migration in accordance with Paragraph 8.0, Task 8.1: Develop Data Conversion and Migration Plan. The County shall review the conversion results and independently review the data based on the established test scenarios and approve the final data conversion.

9.0 USER ACCEPTANCE TEST

Task 9.1: Develop User Acceptance Test Plan

The Contractor shall develop a User Acceptance Test Plan after successful completion of System testing conducted by the Contractor as specified in Paragraph 7.0 above "System Test." The User Acceptance Test shall include, but not be limited to:

- (A) Detailed descriptions of the purpose and expected results of each User Acceptance Test;
- (B) Description of Contractor and County roles in performing the User Acceptance Test;
- (C) Problem resolution strategy;
- (D) Test scripts, including, but not limited to, the testing of the following functions:
 - 1. Various code setup, e.g. Client, transaction, status, etc.;

2. Client business rules setup;
 3. Keying job workflow;
 4. Delinquent Fee charge;
 5. Exception item;
 6. Endorsement audit trail;
 7. User profile establishment;
 8. Tracking number capture;
 9. Mark Sense capture;
 10. Foreign checks;
 11. Bank consolidation;
 12. Bank file transmissions;
 13. Payment posting transmission;
 14. Suspense Item;
 15. Daily rejects;
 16. Daily bank report generation;
 17. Monthly reconciliation and close-out;
 18. Credit card payments;
 19. Electronic refund for credit/debit payment;
 20. Off-line state transactions (i.e. the ability to post and locally store transactions while the Cashiering workstation is not connected to the network);
 21. Mainframe query ability;
 22. Transaction Type and Tender Type;
 23. Transaction Receipt generation;
 24. Duplicate Receipt generation;
 25. Report generation;
 26. Integration between Remittance, Cashiering, and Archive.
- (E) Testing objectives must include verification that the required business functions and task flows comply with the System requirements;
- (F) Testing of automated and manual processes of RPRS; and
- (G) Automated file transfers testing and validation, whether internal to the County or to Outside Agencies or Entities.

The User Acceptance Test Plan shall include a method for documenting and reporting compliance with System requirements. The County will verify the accuracy of all such reports. The Contractor shall be responsible for all System Software that may be required to ensure the RPRS's conformance to the requirements specified in the FDID.

Deliverable 9.1.1 – User Acceptance Test Plan

The Contractor shall develop a User Acceptance Test Plan in accordance with the components outlined in Paragraph 9.0, Task 9.1: Develop User Acceptance Test Plan.

Deliverable 9.1.2 – Conduct User Acceptance Test

The County and the Contractor jointly will perform a User Acceptance Test. This test shall be performed with a simulated full load in a test environment created by the Contractor and shall be repeated until the User Acceptance Test has completed successfully. When the User Acceptance Test is completed, the RPRS shall be ready for implementation.

The County shall document, review and approve in writing, the results of the User Acceptance Test. In the event of missing or improperly operating functions, the County Project Director shall notify the Contractor in writing, and the Contractor shall correct the deficiencies within five days from the date of notification. If the Contractor makes programming changes in the course of the User Acceptance Test, Integration, and/or Regression, the Contractor may need to repeat the User Acceptance Test, as determined by the County. During this testing period, all personnel designated by the County's Project Director to participate in the User Acceptance Test shall have unlimited access to the RPRS for the purpose of evaluating its functionality.

The County's Project Director shall not consider the User Acceptance Test complete until all functionalities of the RPRS, as described in the FDID, are successfully tested and the County's Project Director accepts the results. In the event the User Acceptance Test results do not satisfy all requirements, as determined by the County in its sole discretion, the Contractor shall:

- (A) Provide a written proposed solution and schedule that will deliver a System that will satisfy all requirements, and that is subject to the written approval of the County; and

(B) Implement and test the proposed updated System until the County provides written approval.

Deliverable 9.1.3 – User Acceptance Tests Results Report

As described in Deliverable 9.1.2, Conduct User Acceptance Test Plan, the Contractor shall conduct and successfully complete User Acceptance Tests prior to System implementation. The Contractor shall deliver to the County a "User Acceptance Tests Results Report" within ten days of successful completion of User Acceptance Tests.

10.0 SYSTEM TRAINING AND DOCUMENTATION

Task 10.1: Train County Staff

The Contractor shall prepare and implement a comprehensive training program, including any corresponding training materials. The training program shall include training courses addressing Technical Training, End User Training, and Train-the-Trainers Training for County's technical staff, End Users, and trainers respectively, as further described in ATTACHMENT III – SYSTEM TRAINING).

As part of the training, the Contractor shall provide designated County groups with extensive working knowledge of the System capabilities, training in the administration of the System and operation of the System on County provided virtual environment, including any County hardware components (if applicable), problem training to ensure End Users will become acquainted with error messages, on-line support, and corrective actions. The Contractor shall create and incorporate the training data into the training manuals. The Contractor shall refresh the data prior to each training session. For training, the Contractor shall plan and create a training environment on the County's premises, unless elected otherwise by the County.

Deliverable 10.1.1 – Training Plan

The Contractor shall provide to the County a detailed plan for training County staff on the use of the System as provided under Paragraph 10.0, Task 10.1: Train County Staff. The Contractor shall deliver training classes and training materials consistent with the classes described in the County approved plan and certify in writing that all training, as further described in ATTACHMENT III – SYSTEM TRAINING, has been successfully completed.

Deliverable 10.1.2 – Prepare and Provide User Documentation

The Contractor shall prepare User Documentation for the System. This Documentation shall include user manuals that shall provide the County with a comprehensive reference source of System functionality and data definitions. The Contractor shall make the Documentation available in a hard copy format, if elected by the County, and in an electronic format.

Deliverable 10.1.3 – System Documentation

The Contractor shall provide to the County comprehensive Documentation of System functionality and data definitions. The Contractor shall deliver this Documentation to the County in a hard copy format, if elected by the County, and in an electronic format. The Contractor shall also deliver electronic links to any on-line help and Documentation files for the System Software, if available.

11.0 SYSTEM REQUIREMENTS AND IMPLEMENTATION

This task encompasses the activities associated with the certification of System environment, including System hardware and supplemental software, and the installation and configuration of the Application Software for meeting all of the functional requirements pursuant to Section 3.0 Business Processes Requirements of this SOW.

Task 11.1: Existing Hardware and Recommend Additional Hardware

The County shall not use any of its existing hardware for RPRS. The Contractor shall prepare a listing of all hardware required to accomplish the work described in this Exhibit A. This listing shall include the costs for purchase, including sales tax, maintenance, support and any applicable licensing. This information shall be documented on the Pricing Schedule, Exhibit B, Exhibit 11.

Deliverable 11.1.1 – System Hardware Certification

The Contractor shall certify in writing that all hardware recommended by the Contractor pursuant to Task 11.1, Existing Hardware and Recommend Additional Hardware, will, during the term of this Contract and subject to proper maintenance, satisfy the applicable functional requirements and Performance Requirements.

Task 11.2: Recommend, Configure and Test Peripheral Hardware

The Contractor shall recommend any necessary peripheral hardware to meet the functional requirements hereunder. If the County Project Director accepts such peripheral hardware recommended by the Contractor, the Contractor shall assist the County in configuring and testing all the recommended peripheral hardware. The Contractor shall certify to the County Project Director in writing that all the recommended peripheral hardware (i) satisfies the applicable functional requirements and Performance Requirements, (ii) is compatible with the rest of the System hardware, and (iii) using the manufacturer's then current version of diagnostic test and/or software utilities, is configured and operating in accordance with the manufacturer's product specifications.

Deliverable 11.2.1 – Peripheral Hardware Setup

The Contractor shall assist the County with testing and making operable all peripheral hardware such as printers, scanners, etc. The Contractor shall certify in writing that the Contractor recommended peripheral hardware is operating properly. The Contractor shall prepare and deliver to the County Project Director, in accordance with Task 11.2, Recommend, Configure and Test Peripheral Hardware, a certification report that includes, without limitation, documentation on the peripheral hardware setup and basic troubleshooting.

Task 11.3: Analyze Supplemental Software and Recommend Changes

The Contractor shall conduct an analysis of any supplemental software required by the Contractor for meeting System functional requirements as specified in Section 3.0, Business Processes Requirements of this SOW and supplemental software to be installed and used by the County in the same System environment, and determine if such supplemental software (i) is adequate to meet the System functional requirements and (ii) is compatible with the Application Software to be installed by the Contractor in the same System environment. If necessary, the Contractor shall recommend to the County Project Director in writing, recommendation for supplemental software in order to accomplish the work described in this Exhibit A.

Deliverable 11.3.1 – Supplemental Software Certification

The Contractor shall certify in writing that the required supplemental software, as approved and/or updated by the Contractor pursuant to

Task 11.3, Analyze Supplemental Software and Recommend Changes, shall meet the functional requirements and is compatible with the Application Software. The supplemental software required or recommended by the Contractor for the operation of Application Software shall remain compatible with the Application Software through any manufacturer's version upgrades, etc., during the term of the Contract.

Task 11.4: Prepare Technical Configuration and System Installation Plan

The Contractor shall prepare a system installation plan that identifies the technical configuration required for the System Software and any applicable hardware for Test, Training and Production environments (System Installation Plan). As part of this Subparagraph 11.4, the Contractor shall provide the following information:

(A) Description of the Technical Architecture

The Contractor shall provide information about the overall System architecture including, but not limited to, the following:

1. Server virtual environment and other hardware (if applicable) requirements;
2. Operating System (OS)/software environment, i.e. Windows Server 2016 and above;
3. Network requirements and protocol;
4. Database environment and storage requirements. The relational database management system used by the System must be Oracle 12C and above or SQL 2016 Server and above;
5. Description of the Installation Process for the Test, Training and Production environments;
6. Description of security and auditing features;
7. Capability to configure and customize the RPRS;
8. System scalability such as CPU, memory, storage, etc.;
9. Auditing and Reporting Tools;
10. Electronic file transfer capabilities to other County departments or outside vendors or agencies using SSH with PGP encryption protocol as needed;
11. System support levels and options;
12. Application Programming Interface capacity for Interfaces with internal and external systems;

13. Web based system functionality(ies) to allow quick access to data searchable by various TTC pre-defined Keywords;
14. Ability to provide a web client access to the images or documents archived on network storage devices;
15. Ability to provide flexibility to move infrequently accessed data from primary storage to appropriate secondary storage device; and
16. Allow for customizable backups without interruption to the System.

(B) Description of Maintenance and Support Services

The Contractor shall provide the required information on the following:

1. RPRS Manuals and On-line Documentation;
2. Help Desk operations including staffing and hours of availability as specified in ATTACHMENT V – Performance Requirements;
3. Frequency of Updates and process for acquisition of Updates;
4. User feedback procedures;
5. User Maintainable Functionality; and
6. Problem reporting, escalation, and resolution procedures including response and resolution time requirements.

Deliverable 11.4.1 – System Cutover and Permanent Site Installation Plan

The Contractor shall prepare and deliver to the County the System Installation Plan which shall identify the logistics, timing, and technical configuration required for the System installation for the Test, Training and Production environments and cutover of the System to Production Use (Cutover to Production), as described in Paragraph 11.0, Task 11.4: Prepare Technical Configuration and System Installation Plan.

Task 11.5: Install RPRS Hardware and Software

The Contractor shall develop a Deployment Plan, in phases as appropriate, for the installation of System hardware and software for Remittance, Cashiering, and Archive components for the Test, Training and Production environments, which shall, without limitation:

- (A) Identify the technical configuration for System hardware and software installation for Test, Training and Production environments;
- (B) Identify operating system setting requirements for the System Software;
- (C) Identify method of securely accessing the System remotely; and
- (D) Verify that the installed Application Software is operational.

Upon County Project Director's approval of the Deployment Plan, the Contractor shall begin execution of the delivery plans for RPS, Cashiering, and Archive and install the applications per plan and assist County with installing and testing supplemental hardware and software, as necessary to satisfy the functional requirements as specified in Section 3.0, Business Processes Requirements of this SOW, consistent with the Deployment Plan and the timeframes set forth in the PWP.

Deliverable 11.5.1 – Successfully Installed System Hardware and Software

The Contractor shall provide to the County Project Director a written hardware and software installation report and certification, including, but is not limited to, documentation on the hardware and software setup and basic hardware and software troubleshooting, to certify that all the System hardware and software in the Test, Training and Production environments have been successfully installed and are operating properly in accordance with Task 11.5, Install RPRS Hardware and Software.

Task 11.6: Perform System Cutover to Production Use

The Contractor shall prepare the System for Production Use as documented in the System Installation Plan developed pursuant to Paragraph 11.0, Task 11.4: Prepare Technical Configuration and System Installation Plan. As part of the System Cutover to Production Use, the Contractor shall, at a minimum:

- (A) Confirm that the County and the Contractor have successfully completed all Acceptance Tests;
- (B) Confirm that all System hardware (if applicable) is fully operable;
- (C) Transfer to production environment the successfully tested System Software;

- (D) Maintain technical staff at the County site for problem resolution and production assistance for a period of at least 15 days following cutover to Production Use or such higher period of time as elected by the County;
- (E) Take all steps necessary for the transition to the Contractor's Help Desk, which shall provide the County with required support; and
- (F) At the TTC's option and prior to initiating Production Use of the System, the Contractor shall complete a successful Test Run to ensure that the performance standards outlined in Attachment V, PRS, and Specifications meet the requirements. In addition, the Test Run shall validate compliance with the TTC's system requirements.

Completion of this Task 11.6, Perform System Cutover to Production Use, shall constitute Cutover to Production Use, and the System shall be in Production Use.

Deliverable 11.6.1 – System in Production Use

The Contractor shall complete the System Cutover to Production Use as described in Task 11.6 (Perform System Cutover to Production Use), pursuant to the Permanent Site Installation Plan delivered by the Contractor under Deliverable 11.4.1 (System Cutover and Permanent Site Installation Plan). Upon completion of this deliverable, the Contractor shall implement the System Software in the County's production environment including all the necessary configurations of the hardware and peripherals (if applicable) deployed by the TTC for RPRS. The Contractor shall maintain technical support staff at the County site for a period of at least 15 days following Cutover to Production Use for problem resolution and production assistance.

Task 11.7: Maintain Non-Deficient System Production Use

The Contractor shall maintain the System in Production Use at the County site with no known (by either party) Security Levels I through IV Deficiencies, as determined in the sole judgment of County's Project Director, for 90 consecutive days following County's written approval of Paragraph 11, Deliverable 11.6.1, System in Production Use. Upon occurrence of a Deficiency, the Contractor shall correct such Deficiency and restart the 90 consecutive day cycle.

Deliverable 11.7.1 – Non-Deficient System Production Use

The Contractor shall provide to the County for approval documented results certifying that the System is free of deficiencies for 90 consecutive days in Production Use pursuant to Paragraph 11.0, Task 11.7: Maintain Non-Deficient System Production Use.

Task 11.8: Conduct Post-Implementation Review

Following System Cutover to Production Use at the County site, the Contractor shall collect and evaluate results of operation to assess the successes and failures of the System implementation efforts. The Contractor shall prepare and submit to the County a Post-Implementation Review Report, which shall evaluate the System cutover and implementation process and, at a minimum, include the following:

- (A) Comparison analysis of actual versus planned completion of project subtasks;
- (B) Anticipated versus actual resources required;
- (C) Business and Systems lessons learned;
- (D) Suggested guidelines for installation of future phases and enhancements;
- (E) Suggested system development methodologies for future enhancements;
- (F) Suggested resolutions or tools to use for future enhancements; and
- (G) User Feedback.

The Contractor shall submit the Post-Implementation Review Report to the County's Project Director for County's feedback on the implementation process of the System.

Deliverable 11.8.1 – Post-Implementation Review Report

The Contractor shall deliver and present to County's Project Director a Post-Implementation Review Report prepared in accordance with Paragraph 11.0, Task 11.8: Conduct Post-Implementation Review.

12.0 FINAL ACCEPTANCE

Final Acceptance shall occur when (i) the User Acceptance Test results satisfy all County requirements in accordance with Paragraph 9.0, User Acceptance Test; and (ii) System in Production Use is free of deficiencies for 90 consecutive days

pursuant to Paragraph 11.0, Task 11.7: Maintain Non-Deficient System Production Use.

13.0 MAINTENANCE AND SUPPORT

Maintenance and Support Services

The Contractor shall provide maintenance and support services in accordance with the requirements of this Contract, including as defined in ATTACHMENT IV – MAINTENANCE AND SUPPORT SERVICES, and all Schedules thereto (collectively, Maintenance and Support Services). Maintenance and Support Services include Maintenance Services consisting of Updates, as well as Support Services that include, but is not limited to, trained and knowledgeable Help Desk support during Support Hours, as requested by the County.

The Support Services shall commence after Final Acceptance of the System and shall continue during the Contract Term, if elected by the County.

The Support Services shall include:

- (A) Support for System Software issues/problems;
- (B) Support for System Software upgrades, Updates, new releases, etc.;
- (C) Support for System Software fixes, patches, etc.; and
- (D) Access to knowledgeable Contractor personnel (i.e., Help Desk), who can answer questions on the use of the System or provide analysis on solutions to operational problems the County may encounter during the Support Hours and at such other times as the County may require.

14.0 SYSTEM CUSTOMIZATION

14.1 System Enhancements

The Contractor may be required to perform as-needed enhancements to the RPRS (System Enhancements) throughout the Contract Term as directed by the TTC. These enhancements shall consist of new critical business processes implementations, new data requirements changes due to new regulatory components, cosmetic and optional enhancements and unanticipated projects determined by the TTC. However, the TTC does not guarantee a minimum or maximum of as-needed services. Pricing for System Enhancements shall be in accordance with Exhibit B (Pricing Schedule). The Contractor shall provide as-needed System Enhancements for the price listed on Exhibit B (Pricing Schedule).

14.2 Provide Additional Software

Upon written request by the County's Project Director, the Contractor shall provide Additional Software to address System functionalities not then included in the Contract. Following County's request for Additional Software made from time to time during the term of the Contract, the Contractor shall submit to the County for approval a not-to-exceed Maximum Fixed Price based on the pricing terms set forth in Exhibit B, Pricing Schedule. The County and the Contractor shall agree on the Scope of Work for implementation of such Additional Software, which at a minimum shall include the tasks, subtasks, and deliverables to be performed, acceptance tests and warranty provisions, as applicable, and the Maximum Fixed Price for such Additional Software. The Contractor shall incorporate any enhancements or modifications as a result of Additional Software into the System.

14.3 Develop Programming Modifications

The Contractor shall, upon the written request by the County's Project Director, develop and provide programming modifications for any enhancements relating to requirements not then reflected in the System including, but not limited to, addition, deletion, or modification of System Software functions, changes to current system outputs, new and modified reports, new screens, and future Interfaces (Programming Modifications). Following County's request for Programming Modifications made from time to time during the Contract Term, the Contractor shall submit to the County for approval a System Design Report (SDR) describing the Programming Modifications and providing an estimate of personnel hours to complete the programming modifications, a not-to-exceed Maximum Fixed Price calculated based on the Fixed Hourly Rate and other pricing terms set forth Exhibit B (Pricing Schedule). The County and the Contractor shall agree on the Scope of Work developed using the SDR, which shall at a minimum include the tasks, subtasks, and deliverables to be performed, acceptance tests and warranty provisions, as applicable, and the Maximum Fixed Price for such programming modifications. The Contractor shall incorporate any enhancements or modifications as a result of Programming Modifications into the System.

14.4 Programming Modifications

The Contractor shall complete and install Programming Modifications in accordance with Subparagraph 14.3, Develop Programming Modifications, and certify in writing that the Programming Modifications meet the requirements of the applicable Scope of Work, including any required acceptance tests and System requirements.

15.0 PROFESSIONAL SERVICES

The Contractor shall provide to the County, Professional Services including, but not limited to, additional training, post-implementation documentation, and consulting services, at the applicable rates and fees set forth in Exhibit B (Pricing Schedule). Upon completion by the Contractor and approval by the County, in accordance with the Terms of the contract of such Professional Services, Paragraph 15.0, as applicable, shall be updated to add such completed and approved application customizations via a Change Notice or by an Amendment, in each case in accordance with the Contract, Paragraph 8.1, Change Notices and Amendments. Such post-implementation work shall not increase the maintenance fees for Maintenance and Support of the System Software under the Contract.

Task 15.1: Provide Additional Training

Upon written request by the County's Project Director, the Contractor shall provide additional training related to System Enhancements, including any necessary training material at the request of the County. The additional training program shall include training courses addressing technical training, End User Training, and Train-the-Trainers Training for County's technical staff, End Users, and trainers respectively.

As part of the training, the Contractor shall provide the designated County groups with extensive working knowledge of the System capabilities, including any post-implementation enhancements, revisions, improvements, bug fixes, patches, upgrades, Updates, deficiency corrections, application customizations, as well as training in the administration of the System and operation of the peripheral hardware (if applicable).

Deliverable 15.1.1 – Newly Trained and Retrained County Staff

For conducting additional training, the Contractor shall plan and create a training environment at the County site, unless otherwise elected by the County.

The Contractor shall develop a detailed plan to provide additional training to County staff on the use of the System. The Contractor shall deliver training classes consistent with the classes described in County approved plan and certify in writing that all training as described in Paragraph 15.0, Task 15.1: Provide Additional Training, has been successfully completed.

Task 15.2: Prepare and Provide Post-Implementation Documentation

The Contractor shall prepare and provide additional user reference documentation, including materials that reference any post-implementation enhancements, revisions, improvements, bug fixes, patches, upgrades, Updates, deficiency corrections, and application customizations. The Contractor shall incorporate any of the foregoing additional documentation into, and it shall become part of the Documentation. The Contractor shall make additional user reference documentation available in a hard copy format, if requested by the County, and in an electronic format.

Deliverable 15.2.1 – Post-Implementation Documentation

The Contractor shall provide to the County comprehensive user reference documentation of System functionality and data definitions in accordance with Paragraph 15.0, Task 15.2: Prepare and Provide Post-Implementation Documentation.

Deliverable 15.2.2 – Deliver Work Product, Documentation, IP Escrow and Third Party Software License(s)

Concurrent with the hardware and software installation report and certification, the Contractor shall provide an indexed compilation of all:

- (A) Work products;
- (B) Licenses, assignments, or other documents related to Third Party Software;
- (C) Purchase, lease or other acquisition documents related to hardware;
- (D) Third party software documentation; and
- (E) Any executed intellectual property escrow agreement(s).

16.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The Contractor must adhere to physical and/or computer security safeguards as identified in ATTACHMENT II – Information Security and Privacy Requirements.

17.0 SECURITY/DATA EXCHANGE

17.1 The Contractor must provide a portal in a secure on-line environment to protect the confidentiality, integrity, and availability of the data exchanged (Web Portal). The Contractor must provide the TTC the Web Portal on a secure web server including the Contractor's web application that

incorporates security and privacy safeguards and protections. These measures consist of the continuous performance of vulnerability assessments including, but not limited to, the application, server, and the network(s). Other measures include maintaining currency with software patches of its OS, associated software running on the web server, and maintenance for related network devices.

- 17.2** The Contractor must exchange all data with the TTC electronically and securely, unless otherwise directed by the County's Project Director. All data exchanges must take place in a secure manner using SFTP with data encryption with minimum cipher strength of 256-bit.
- 17.3** The Contractor must encrypt electronic files using PGP encryption. The County prohibits use of open source PGP software.
- 17.4** Email exchanged between the Contractor and the County should be encrypted using an enterprise email encryption solution. If it is necessary to attach a file, the file should be encrypted and attached to the encrypted email.
- 17.5** The Contractor must perform and provide an overview of its annual cyber information security risk assessment to the TTC, as it pertains to the on-line operating environment of the System. The actual report, detailing identified risks, is not being requested from either a self-assessment or third party perspective; however, what is requested is a general overview of those identified risks (i.e., high, medium, and low), and actions taken to remediate the vulnerabilities pertaining to the System.

18.0 QUALITY CONTROL

18.1 Quality Control Plan

The Contractor shall establish, maintain, and utilize a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the Contract Term. After the Contract start date and as changes occur to the Plan, the Contractor must provide an updated Plan to the County's Project Director within five days of the update and/or upon the request of the County's Project Director. The Plan shall include, but not be limited to, the following:

- 18.1.1** Method of monitoring to ensure that Contract requirements are being met including, but are not limited to, all the items listed on the PRS.

- 18.1.2** Documentation of whether monitoring will either be scheduled or unscheduled, the minimum frequency of monitoring, and the title of the individual(s) performing the monitoring.
- 18.1.3** A record of all inspections conducted by the Contractor, any corrective action taken, the time the Contractor first identified a problem, a description of the problem, and the time elapsed between identification and completion of corrective action.
- 18.1.4** The methods used by the Contractor for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with this Contract.
- 18.1.5** Security procedures approved by the TTC and maintained to ensure the protection and confidentiality of information that may be contained in the County data.
- 18.1.6** A file maintained by the Contractor of all the inspections conducted by the County and, if necessary, the corrective action taken. The Contractor shall make this file available, upon request by the County, throughout the term of the Contract.

18.2 County Quality Control Monitoring

On an ongoing basis, the County shall compare the Contractor's performance to the Contract standards set forth in the PRS. The TTC may use a variety of inspection methods to evaluate the Contractor's performance. These methods may include, but not be limited to:

- (A) User complaints;
- (B) One hundred percent inspection of completeness and quality of work on a periodic basis; and
- (C) Adherence to the County policies, procedures, rules, and regulations.

18.3 Business Continuity Plan

The RPRS shall have Business Continuity Plan (BCP) functionalities available in the event of an emergency that disrupts the RPRS's operations. The BCP shall include, at a minimum, the following components:

- Description of disaster recovery solutions;
- Support for critical business functions;

- Plan for resumption of applications, data, hardware, electronic communications; and
- Description of the Information Technology (IT) features to ensure the TTC's information remains accessible and secure.

19.0 QUALITY ASSURANCE PLAN

19.1 County's Quality Assurance Plan

The TTC will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 19.1, County's Quality Assurance Plan, and the procedures specified in the PRS or other such procedures as may be necessary to ascertain the Contractor's compliance with the Contract. The TTC will appropriately document any Contract compliance deficiencies and will communicate them in writing to the Contractor in a timely fashion so that the Contractor may make appropriate adjustments to correct the deficiencies. However, the County's failure to notify the Contractor in a timely manner shall not relieve the Contractor of its responsibility to comply with this Contract.

19.2 Quality Control Meetings

The County's Project Director may require the Contractor's Project Manager and/or the Contractor's staff to attend various meetings to discuss the Contractor's performance and/or other issues directly relating to this Contract. The Contractor's failure to participate will cause an assessment of \$50.00 per meeting per person that the County may deduct from any amounts owed to the Contractor.

19.3 Contract Discrepancy Report/Corrective Action Plan (CAP)

19.3.1 The County's Project Manager shall monitor the Contractor's performance based on, but not limited to, the PRS. If at any time during the term of the Contract, the work does not meet the performance standards, the County's Project Manager may prepare a Contract Discrepancy Report (CDR) (Exhibit C,) and issue the CDR to the Contractor. The Contractor shall respond to the CDR within five days from receipt of the CDR with a CAP that details how the discrepancy(ies) will be remedied by the Contractor.

19.3.2 The County's Project Manager shall review the CAP and notify the Contractor if the CAP is acceptable to the County. If the CAP is not received within five days or is not acceptable to the County, the County's Project Manager may instruct the Contractor of the

necessary actions and time frames that shall be taken to correct any discrepancies. If the Contractor does not comply with the approved CAP and within the time frame stated therein or upon reoccurrence of the same incident, the County may issue a letter indicating its intent to terminate the Contract. The Contractor may appeal this action in writing within ten days from receipt of the County's notice with the County's Project Director. The County will consider appeals received timely and will notify the Contractor of the County's decision in writing. Termination will be in accordance with one or more of the provisions set forth in the Contract regarding termination. The County's decision will be final.

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

20.0 RESPONSIBILITIES

COUNTY

20.1 Project Administration

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include, but not be limited to:

- Monitoring the Contractor's performance in the daily operation of this Contract;
- Providing direction to the Contractor in areas relating to policy, information, and procedural requirements; and
- Preparing Change Notices in accordance with the Contract, Paragraph 8.1, Change Notices and Amendments.

20.2 County's Personnel

The TTC shall assign a Project Director, a Project Manager, and a Project Monitor to provide overall management and coordination of the Project and act as liaisons for the TTC. The County's Project Director shall provide information to the Contractor in areas relating to policy and procedural requirements, and the TTC's Project Manager will monitor the Contractor's performance during the term of the Contract. The TTC shall inform the Contractor in writing of the name, address, and telephone

number of the individuals designated to act as the Project Director and the Project Manager or any alternate identified in Exhibit E, County's Administration, of this Contract, at the time the Contract is executed and shall notify the Contractor as changes occur.

20.3 County's Project Director

20.3.1 The County's Project Director shall be responsible for ensuring that the objectives of this Project are met and determining the Contractor's compliance with the Contract and inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

20.3.2 The County's Project Director is responsible for providing overall direction to the Contractor in the areas relating to the County policy, information requirements, and procedural requirements.

20.3.3 The County's Project Director is not authorized to make any changes in any of the terms and conditions of this Contract except as permitted in accordance with Contract Subparagraph 8.1, Change Notices and Amendments, and is not authorized to further obligate the County in any respect whatsoever.

20.4 County's Project Manager

20.4.1 The responsibilities of the County's Project Manager/ Alternate Project Manager include:

(A) As needed, requesting a meeting with the Contractor's Project Manager/Alternate Project Manager; and

(B) Inspecting any and all tasks, deliverables, goods, services or other work provided by or on behalf of the Contractor.

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

20.4.2 County's Project Monitor

The responsibility of the County's Project Monitor is to oversee the day-to-day activities of this SOW. The County's Project Monitor is responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.

20.4.3 County's Departmental Chief Information Officer

The Department Chief Information Officer (DCIO) is responsible for managing the planning, design, coordination, development, implementation, and maintenance of the Department's information systems.

20.4.4 County's Departmental Information Security Officer

The Departmental Information Security Officer develops and implements Departmental IT security application, policies, standards, and procedures intended to prevent the unauthorized use, release, modification, loss, or destruction of data, and to ensure the integrity and security of the Department's IT infrastructure.

CONTRACTOR

20.5 Contractor's Personnel

20.5.1 Contractor's Project Director

20.5.1.1 The Contractor's Project Director shall be a full-time employee of the Contractor. The Contractor's Project Director shall be the principal officer in the Contractor's office to service the Project and to act as a liaison for the Contractor in coordinating the performance under the Contract. The TTC must be provided in writing with the name, address, and telephone number of the individual designated to act as the Project Director or any alternate identified in Exhibit F, Contractor's Administration, of the Contract within five days and provide a current copy of the person's resume at the time the Contract is executed and shall notify the TTC as changes occur.

20.5.1.2 The Contractor's Project Director shall be responsible for the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensuring the Contractor's compliance with the Contract.

20.5.1.3 The Contractor's Project Director shall be available to meet and confer with the County's Project Director on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review the

Contract performance, and to discuss project coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

20.5.1.4 Contractor's Project Manager

20.5.1.4.1 The Contractor's Project Manager/ Alternate Project Manager shall be full-time employees of the Contractor. The Contractor shall inform the TTC in writing of the name, address, and telephone number of the individual designated to act as the Project Manager or any alternate identified in Exhibit F, Contractor's Administration, of the Contract and provide a current copy of the person's resume at the time the Contract is executed and shall notify the TTC as changes occur.

20.5.1.4.2 The Contractor's Project Manager/ Alternate Project Manager must have a minimum of three years documented experience providing services similar to those requested in the Contract, be a full-time employee of the Contractor, and be able to fluently read, write, speak, and understand English.

20.5.1.4.3 The Contractor's Project Manager/ Alternate Project Manager shall have full authority to act for the Contractor on all matters relating to the daily operations of the Project. The Project Manager/Alternate Project Manager shall be available during normal business hours, 8:00 a.m. to 5:00 p.m. PT, Monday through Friday, for telephone contact and to meet with the TTC personnel designated to discuss the operation of the Project.

20.5.2 General

20.5.2.1 The Contractor shall assign a sufficient number of employees to perform the required work.

20.5.2.2 Personnel assigned by the Contractor to perform the required services shall at all times be employees of the Contractor. The Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, the Contractor shall immediately remove with cause from servicing the contract, any employee of the Contractor assigned to this Contract who in the opinion of the TTC is unsatisfactory. The Contractor shall not subcontract with any personnel for performance of services hereunder unless it meets the provisions of the Contract, Paragraph 8.40, Subcontracting.

20.5.2.3 All personnel providing services in conjunction with the Contract will be required to sign an Exhibit G2, Contractor Employee Acknowledgement and Confidentiality Agreement, as set forth in the body of the Contract. During the Term of the Contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the County's Project Director prior to commencement of personnel working on this Contract.

20.5.3 Invoices

The Contractor shall invoice the County (i) for Maintenance Fees monthly in arrears; and (ii) for all goods, services, and other work upon the Contractor's completion and the County's written approval thereof in accordance with this Contract, including Exhibits A (SOW) and B (Pricing Schedule) with all attachments and schedules thereto, and any Change Notices or Amendments, as applicable. The Contractor shall not invoice the County in advance, nor shall the Contractor be entitled to advance payment for any tasks, subtasks, deliverables, goods, services, other work, start-up costs, or any other direct or indirect cost incurred by the Contractor pursuant to this Contract.

20.5.4 Identification Badges

Any time the Contractor's employee(s) is on the County designated property, the Contractor shall furnish and require such employee to wear a visible photo identification badge, identifying employee by name, physical description, and company.

20.5.5 Materials and Equipment

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

20.5.6 Contractor's Office

The Contractor shall maintain an office with a working telephone line in the Contractor's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. PT, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the Contractor's office is closed, an answering service shall be provided to receive calls.

The Contractor shall answer calls received by the answering service within two hours of receipt of the call.

21.0 HOURS/WORK DAY

The Contractor shall maintain days and hours of operation and staffing sufficient to complete all services within the timeframes directed by the TTC. This includes, but is not limited to, weekends and holidays. The following are the usual observed County holidays; however, the Contractor may be required to work one or more County holidays in order to meet the requirements of this Contract:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Cesar Chavez's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day

- Friday after Thanksgiving Day
- Christmas Day

The TTC's standard operating hours are 6:00 am to 7:00 pm Pacific Time (PT), Monday through Friday. However, the Contractor shall be required to provide Support Services up to seven days a week, 24 hours per day, if necessary, to meet the requirements of the Contract.

22.0 PERFORMANCE REQUIREMENTS SUMMARY

22.1 All listings of services used in the PRS shall be completely consistent with the Contract and the SOW. The listing of services shall not in any case create, extend, revise, or expand any obligation of the Contractor beyond that which the County defines in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service or deliverable seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and/or the SOW, that apparent service will be null and void and shall place no requirement on the Contractor.

22.2 At the County's discretion, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply non-performance remedies that may include, but not be limited to, the following:

- (A) Require the Contractor to implement a CAP, subject to approval by the County. In the CAP, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence;
- (B) Reduce payment to the Contractor by a computed amount based on the assessment in the PRS;
- (C) Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance;
- (D) Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten days or the timeframe specified by the TTC shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice(s) under this Contract or any other County Contract; and

- (E) At the County's option, require the Contractor to enter into a repayment plan with the County for any overpayments that the Contractor received.

22.3 This section does not preclude the County's right to terminate this Contract upon ten days' written notice with or without cause as provided in Contract, Paragraph 8.42, Termination for Convenience.

23.0 GENERAL CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE

The TTC considers the performance of a listed service satisfactory when it finds no discrepancies through Contract monitoring or other means. When performance is unsatisfactory, the TTC may complete a CDR and send this to the Contractor. The Contractor shall then be required to respond to the CDR in writing within five days explaining why performance was unsatisfactory, how the Contractor will return performance to satisfactory levels, and how the Contractor will prevent a re-occurrence. The County's Project Director will evaluate the written response and in consultation with TTC management, determine whether the Contractor shall be responsible for full payment, partial payment, or if the Contract termination process is applicable.

CORE System (CS) Client List

Client 1	Secured
Client 2	Unsecured
Client 3	Secured Delinquent Taxes
Client 4	Mixed Taxes (Client 1,2,3)
Client 5	Personal Property Prior Years
Client 6	Public Health
Client 7	Business License
Client 8	Public Works/Water
Client 9	Public Works Automated Invoices
Client 10	Weights & Measures
Client 11	County Improvement Bonds
Client 12	Fire Department-Hazardous Waste
Client 13	California Children's Services
Client 14	Dept. of Human Resources
Client 15	CARS Collections
Client 16	CARS Probation
Client 17	Vendor Vouchers
Client 18	Encode and Endorse Only (Cashiering)
Client 19	Animal Care and Control
Client 20	Superior Court

**ATTACHMENT I
HISTORICAL DATA**

Fiscal Year Stats with Secured Property (C1) and Secured Delinquent (C3) Taxes Processed in RPS

Clients	Fiscal Year 2013-2014			Fiscal Year 2014-2015			Fiscal Year 2		
	Stubs	Checks	Amount	Amount	Stubs	Checks	Amount	Stubs	Checks
Secured Property Taxes	3,134,067	2,407,539	\$ 8,845,781,563.75	\$ 9,525,191,877.59	2,807,219	2,376,105	\$ 9,389,243,488.84	2,670,919	2,287,122
Unsecured Property Taxes	267,482	237,265	\$ 552,691,100.03	\$ 639,482,064.83	276,874	243,433	\$ 617,872,316.33	286,566	243,089
Secured Delinquent Taxes	63,071	63,196	\$ 96,420,824.88	\$ 147,953,534.58	61,917	64,871	\$ 175,003,875.70	49,925	50,470
Mixed Taxes	7,629	2,977	\$ 2,273,701.35	\$ 24,894,990.28	8,186	2,368	\$ 28,498,478.18	7,370	2,189
Unsecured Prior Year Taxes	12,150	10,035	\$ 14,765,933.07	\$ 16,697,184.33	10,200	9,283	\$ 15,653,038.55	11,726	9,438
Public Health	58,390	52,760	\$ 36,688,107.94	\$ 35,077,160.57	47,591	44,324	\$ 33,605,249.28	60,910	57,390
Business License	5,532	5,033	\$ 1,294,570.10	\$ 1,325,808.64	5,640	5,098	\$ 1,320,962.54	5,404	4,984
Public Works	130,347	121,084	\$ 31,328,673.46	\$ 28,176,997.64	119,330	108,694	\$ 30,369,844.62	108,992	101,657
Public Works (Auto. Invoices)	6,469	2,816	\$ 12,747,198.63	\$ 20,064,350.58	5,480	2,711	\$ 21,134,616.54	6,603	3,426
Weights & Measures	23,175	15,588	\$ 6,479,330.23	\$ 6,214,064.16	24,639	15,155	\$ 6,733,472.63	21,329	14,047
California Improvement Bonds	-	-	\$ -	\$ -	-	-	\$ -	-	-
Fire Department	14,816	12,631	\$ 16,562,200.48	\$ 19,424,133.02	14,646	12,548	\$ 16,777,174.82	14,471	12,126
California Children's Services	-	-	\$ -	\$ -	-	-	\$ -	-	-
Department of Human Resources	5,102	5,093	\$ 1,152,149.37	\$ 1,061,388.26	5,250	5,306	\$ 1,245,943.96	4,606	4,597
Collection	36,041	36,268	\$ 3,159,870.59	\$ 3,453,534.75	32,616	33,068	\$ 3,212,780.18	38,043	38,085
Probation	172,382	172,817	\$ 9,844,942.93	\$ 9,290,546.99	158,682	160,119	\$ 9,546,969.90	148,212	148,424
Vendor Vouchers	128,220	-	\$ -	\$ -	122,255	-	\$ -	137,604	-
Encoding (Cashiering)	17,690	559,550	\$ 4,686,426,038.59	\$ 4,009,821,947.43	13,674	269,584	\$ 5,103,271,882.19	13,857	249,924
Animal Care & Control	104,813	97,742	\$ 2,745,769.18	\$ 2,456,083.67	107,652	100,859	\$ 2,757,912.82	99,467	91,950
Superior Court	175,913	186,210	\$ 39,587,855.56	\$ 22,800,944.88	136,742	143,525	\$ 32,491,870.34	94,133	99,023
Total	4,363,289	3,988,604	\$ 14,489,949,830.14	\$ 14,513,386,612.20	3,958,593	3,597,051	\$ 15,488,739,877.42	3,780,137	3,417,941

TRANSACTION TYPES

8/30/2016

	Transaction Type	Transaction Type Description
1	001	Client 1 Secured Tax
2	001 CC	Client 1 Secured Tax
3	002	Client 2 Unsecured Current Year
4	003	Client 3 Secured Defaulted
5	005	Client 5 Unsecured Prior Year
6	006	Client 6 Public Health
7	007	Client 7 Business License Tax
8	010	Client 10 County Improvement Bond
9	4Pay Fee	Four Year Escaped Assess Pay Plan Fee
10	4PAYSEC	4 PAY SECURED FEE
11	4PAYUNS	4 PAY UNSECURED FEE
12	5Pay Fee	Five Year Plan of Redemption
13	A	Auction Payment
14	AB	Auction Book Sale
15	AB MAIL	Auction Book by Mail
16	ABM NOTX	Auction Book by Mail - No Tax
17	ACCESS	Access Card Replacement Fee
18	AD	Auction Advert, Deposits/Lien Search
19	APT	Amusement Park Tax
20	AR 7395	AR Liquidation 7395
21	ARD	Auction Registration Deposit
22	ATA	Auction Trust Accounts
23	BANKDEP	Bank Deposit
24	BB	Beginning Balance
25	BK DPRET	Bank Deposit BOA Return
26	BKR	Bankruptcy
27	BLACCT	Business License Accounts
28	BLPUB	Business License Pub Fee
29	BLS	Business License Seasonal
30	BRC	Auction Bidder's Replacement Card
31	Cancel	Cancel Dollars per Refund Voucher
32	CC Fee	Credit Card Fee
33	CERT FEE	Certified Fees
34	CF	County Fee
35	CFROM	Cash From Vault
36	CHPT8	Chapter 8 Application Fee
37	COMP	Compass Card Payment
38	CSHFRCSH	Cash From Cashier

**ATTACHMENT I
HISTORICAL DATA**

39	CSHTOCSH	Cash to Cashier
40	CTO	Cash to Vault
41	CUB015	Client 15 CAARS Collection
42	CUB016	Client 16 CAARS Probation
43	DEPP	Deposit Permit TransType
44	DOC	Auction Document Transfer Tax
45	DPNUM	Assign DP Number Only
46	ECAPS DP	ECAPS DP Number
47	ENDCASH	Ending Cash
48	EXCORRN	Negative Tender Exchange Correction
49	EXCORRP	Positive Tender Exchange Correction
50	FDCEX	Foothill Discount Commuter Express
51	FDLP	Foothill Discount Local Plus
52	FH3	Foothill Local Plus
53	FH5	Foothill Commuter Express
54	FHA	Foothill Senior/Disable Local
55	FHB	Foothill Student Local
56	FHBP	Foothill Student Local Plus
57	FHBX	Foothill Student Commuter X
58	FHD	Foothill Adult Local
59	FHSS	Foothill Transit Silver Streak
60	FHSSS	Foothill Transit Student Silver Streak
61	FHSSSD	Foothill Transit Sr/Disable Silver Streak
62	FTB	Offset Collection - FTB
63	IMMGDPSS	Immigration Fee for DPSS
64	IMMIGTTC	Immigration Fee for TTC
65	INV	Auction Investigation Fees
66	MISA	MISA Deposit Applied
67	MTACSM	MTA COLLEGE STUDENT PASS
68	MTADAY	MTA Day Pass
69	MTAEX1	MTA Express Stamp 1
70	MTAEX2	MTA Express Stamp 2
71	MTAEX3	MTA Express Stamp 3
72	MTAEX4	MTA Express Stamp 4
73	MTAMP	MTA Monthly Pass
74	MTASM	MTA Semi Monthly Pass 2nd Half
75	MTASM1	MTA Semi Monthly Pass 1st Half
76	MTASRD	MTA SR Citizens/Disabled Pass
77	MTASS	MTA Student Stamps
78	MTAVADD	MTA Value Add
79	MTAWEEK	MTA Weekly Add
80	MTAZD1	Metro SR/Disable Express 1

**ATTACHMENT I
HISTORICAL DATA**

81	MTAZD2	Metro SR/Disable Express 2
82	MTAZD3	Metro SR/Disable Express 3
83	MTAZD4	Metro SR/Disable Express 4
84	MTAZD5	Metro SR/Disable Express 5
85	MTAZMP	Metro Bus Pass Monthly
86	MTAZONE1	MTA Monthly Zone 1
87	MTAZONE2	MTA Monthly Zone 2
88	MTAZSD	Metro SRCIT/Disabled
89	MTAZX1	Metro Express Stamp 1
90	MTAZX2	Metro Express Stamp 2
91	MTAZX3	Metro Express Stamp 3
92	MTAZX4	Metro Express Stamp 4
93	MTAZX5	Metro Express Stamp 5
94	NF	Auction Notification Fees
95	NOE	Notice of Enforcement
96	NOL	Notice of Lien
97	OTHREV	Miscellaneous Revenue 9707
98	OTHSLS	TTC Systems Sales 9647
99	OTHSVC	Other Services 9498
100	PARK	Parking Permit Replacement
101	PC	Personal Contact Fee
102	PHL	Public Health License Accounts
103	PHT	Public Health Temporary Events
104	PIF	Public Info Fee
105	PLPUB	Auction Publishing Fee
106	PO	Petty Overages
107	POST	Postage Recovery
108	PREPD	Prepaid Postage
109	RC	Returned Check Fee Other
110	RCCREDI	Return Check Credit Card Secured
111	RCRED	Returned Check Redeemed
112	RCSEC	Returned Check Charge-Secured
113	REFUND	Refunds for Overpayment
114	RF	Recording Fee-Release Equity
115	RFCW	Refund For County Warrant
116	RH	Race Horse Tax
117	RI	Reinspection Fee
118	RV	Over Remittance
119	RVCANC	Refund Voucher Cancel
120	S	Return Check Credit Card Secured
121	SB	Savings Bond
122	SBA	Auction Sealed Bid

**ATTACHMENT I
HISTORICAL DATA**

123	SEC4PAY	Secured 4-Pay Fee
124	SEGFEE	Acct #9114 Segregation Fee
125	STCASH	Starting Cash
126	STFSL	Sales Tax Forf-State Lands
127	SUS001	Client 1 UPS
128	SUS002	Client 2 UPS
129	SUS003	Client 3 UPS
130	SUS005	Client 5 UPS
131	SUS015	Client 15 UPS
132	SUS080	Client 80 UPS BKR
133	SUS084	Client 84 UPS PRE-COLLECT
134	TAP Fee	TAP - Card Fee
135	TD	Treasurer Deposit Only
136	TO	Teller Over
137	TOTCAL	Transient Occupancy-Calabasas
138	TOTLA	Transient Occupancy-LA
139	TOTMAL	Transient Occupancy-Malibu
140	TOTSCV	Transient Occupancy-Santa Clarita
141	TOTWV	Transient Occupancy-Westlake Village
142	TS	Teller Shortage
143	TSF	Auction Title Search Fee
144	UNSEC4PY	Unsecured 4-Pay Fee
145	USF	Unsecured Seizure Fee
146	UT	Utility Tax
147	W2	W2 Form Acct #9338
148	WARR	Warrant for Petty Cash Replenishment
149	WASTE	Solid Waste Disposal Tax
150	WIT	Witness Fees

TENDER TYPES

8/30/2016

	Tender Number	Tender Types
1	1	Cash
2	2	Check
3	3	Treasurer CK
4	5	Credit Card
5	6	Prev. Deposited
6	7	EFT
7	9	Warrant
8	10	SRM
9	11	Chk Dept Dep
10	12	MISA
11	13	Fed Reserve Chk
12	15	Auction Chck
13	17	Petty Shy
14	18	Collections SRM
15	20	Visa
16	21	MasterCard
17	22	DISC
18	23	AMEX
19	24	Visa Debit



ATTACHMENT II
INFORMATION SECURITY AND PRIVACY
REQUIREMENTS

ATTACHMENT II
INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Attachment II

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Attachment II (Information Security And Privacy Requirements) sets forth information security procedures to be established by Contractor before the Effective Date of the Agreement and maintained throughout the Term of the Agreement. These procedures are in addition to the requirements of the Agreement and the Business Associate Agreement between the Parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information, Protected Health Information, and County Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit C-1 (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel and subcontractors contacting County Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees, contractors, and subcontractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel and subcontractors with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel and subcontractors promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Exhibit C-1 (Information Security and Privacy Requirements), "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia

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(SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices¹) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization² and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive³ such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.
5. **Data Control; Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations⁴; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices⁵. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

³ Available at <http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf>

⁴ Available at <http://www.csrc.nist.gov/>

⁵ Available at <http://www.csrc.nist.gov/>

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using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization⁶).

6. **Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST SP 800-88, Guidelines for Media Sanitization⁷).
7. **Physical and Environmental Security.** Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
8. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
9. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and

⁶ Available at <http://www.csrc.nist.gov/>

⁷ Available at <http://www.csrc.nist.gov/>

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- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County Confidential Information.
 - d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.
11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party when applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.
- Relevant audits conducted by Contractor as of the Effective Date include:

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- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit (iii) conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed Findings** – Findings are not published externally, but a summary of the report findings and corrective actions, if any, will be made available to County as provided above.

- b. SSAE-16 (formerly known as SAS - 70) – As to the Hosting Services only:
 - (i) Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it "up-to-date".
 - (ii) The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. **Security Audits.** In addition to the audits described in Section 11 (Contractor Self Audit), during the Term of this Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, etc. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. Confidentiality

- a. Except as provided in Section 13(b) (Exclusions) below, each Party agrees that all information supplied by one Party and its affiliates and agents (collectively, the “Disclosing Party”) to the other (“Receiving Party”) including, without limitation, (a) source code, prices, trade secrets (as defined by the Defend Trade Secrets Act of 2016 § 2(b)(1) (18 USC § 1839(3)), mask works, databases, designs and techniques, models, displays and manuals; (b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to County’s customers, patients, business partners, or personnel; (d) Personally Identifiable Information (as defined below); and (e) Protected Health Information, as specified in Exhibit A (Business Associate Agreement), will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary” (“Confidential Information”). The foregoing definition shall also include any Confidential Information provided by either Party’s contractors, subcontractors, agents, or vendors. To be deemed “Confidential Information”, trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **Exclusions.** Subject to the California Public Records Act (Cal. Gov. Code Sections 6250, et. seq.), Confidential Information will not include any information or material, or any element thereof, whether or not such information or material is Confidential Information for the purposes of this Agreement, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, obligation or duty; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party, (c) has been or is hereafter rightfully received by the Receiving Party from a third-party (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. Except Disclosing Party’s alleged trade secrets, it will be presumed that any Confidential Information in a Receiving Party’s possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.
- c. **Treatment of Confidential Information.** Each Party recognizes the importance of the other Party’s Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither Party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section 13 (Confidentiality) and elsewhere in this Agreement. Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any

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and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Agreement, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information, including this Section 13 (Confidentiality) and Exhibit D (Acknowledgement, Confidentiality and Assignment Agreement). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third-parties, including without limitation customers, subcontractors, or consultants, without the Disclosing Party's prior written consent, will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.

- d. **Non-Exclusive Equitable Remedy.** Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third-parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the non-breaching Party.
- e. **Compelled Disclosures.** To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide the Disclosing Party notice not less than five (5) Business Days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any

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subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

- f. **County Data.** All of the County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement ("County Data"), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The data of County shall not be used by Contractor for any purpose other than as required under this Agreement, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third-parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- g. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in California Civil Code section 1798.29 and/or EU Data Protection Directive (Directive 95/46/EEC) and the EU General Data Protection Regulation (Regulation (EU) 2016/679) adopted April 27, 2017 and effective May 25, 2018, on the protection of individuals with regard to processing of personal data and the free movement of such data.
 - i. Personally Identifiable Information. In connection with this Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, subcontractors, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
 - ii. Treatment of Personally Identifiable Information. Without limiting any other warranty or obligations specified in this Agreement, and in particular the confidential provisions of Section 21 (County Confidential Information), during the Term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third-party, except as expressly required to

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perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Agreement, (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

h. **Return of Confidential Information.** On County's written request or upon expiration or termination of this Agreement for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Agreement, County shall return or destroy all Contractor Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.

DATA ENCRYPTION REQUIREMENTS

1.1 DATA ENCRYPTION

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

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

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

- 1.1.3** **Certification.** The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.71 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**ATTACHMENT III
SYSTEM TRAINING**

I. INTRODUCTION

Contractor shall provide Technical, Train–The–Trainer, and End User training as set forth herein at the County of Los Angeles (County) site(s). System training will be conducted at the County’s training room or at locations otherwise directed by the County.

Contractor shall provide, at a minimum, ten training sessions, as determined by the County. Training shall incorporate traditional training methods including, but not limited to, instructor led classroom training and materials (i.e., training manual, reference guides, desk aids, etc.). Contractor shall customize each training session to accommodate Technical, Train-The-Trainer, and End User staff, covering areas that pertain to the specific business requirements of each group as follows:

MINIMUM NUMBER OF SESSIONS	TYPE OF TRAINING	TRAINING PARTICIPANT BRANCH / SECTION
2	Technical Training	TTC Systems Branch
2	Train-The-Trainer	TTC Banking Operations Branch
2	Train-The-Trainer	TTC Public Service Section
2	End User Training	TTC Banking Operations Branch
2	End User Training	TTC Public Service Section

II. SCOPE OF TRAINING

A. TECHNICAL TRAINING

Contractor shall provide Technical Training for the TTC’s Systems Branch technical staff designated by the County, and shall include, but not limited to, the course outline set forth below.

- 1. Introduction**
- 2. Features of the System** (includes features unique to the County)
 - a. System Administration
 - b. User Account Administration
 - c. User and Data Security
- 3. Hardware/Software of Servers and Workstations**
 - a. Disaster Recovery and Backup
 - b. Database Design and Optimization
 - c. Refreshing of Test Database(s) as needed
 - d. Third Party Software
 - e. User Setup and Audit Controls
- 4. Processes** (includes hands on practice)
 - a. Report Retrieval and Generation
 - b. User Account (Add, Modify and Delete)
 - c. Menu Hierarchy and Navigation
 - d. Data Conversion

- e. Remote Access
- f. Interfaces
- g. Inquiry Response

- 5. **Modifications to the System**
- 6. **System Trouble Shooting and Best Practices**
- 7. **Question and Answer Session**
- 8. **Evaluation**

B. TRAIN-THE-TRAINER

Contractor shall provide Train-The-Trainer training for staff designated by the County.

Contractor shall design each Train-The-Trainer training session to cover subjects geared towards the business function of each participant branch or section as indicated in Section I (Introduction) above.

- 1. **Introduction**
Purpose and Utilization of Train-The-Trainer
- 2. **Features of the System**
- 3. **Hardware/Software of all Workstations**
- 4. **Processes** (includes hands on practice)
Contractor shall cover all the required processes for each specific branch or section to successfully perform and complete all the business requirements for RPRS.
- 5. **Reports**
- 6. **Basic Trouble Shooting and Online Help**
- 7. **Question and Answer Session**
- 8. **Evaluation**

C. END USER TRAINING

Contractor shall provide System training for End User staff, designated by the County, and shall include, but not limited to, the course outline set forth below.

Contractor shall design each training session to cover subjects geared toward the business function of each training department/participant group, as indicated in Section I (Introduction) above.

- 1. Introduction**
- 2. Features of the System**
- 3. Hardware/Software of all Workstations**
- 4. Processes** (includes hands on practice)
Contractor shall cover all the required processes for each specific branch or section to successfully perform and complete all the business requirements for RPRS.
- 5. Reports**
- 6. Question and Answer Session**
- 7. Evaluation**

**ATTACHMENT IV
MAINTENANCE AND SUPPORT SERVICES
REMITTANCE PROCESSING REPLACEMENT SYSTEM**

I. GENERAL

Capitalized terms used in this Attachment IV (Maintenance and Support Services) without definition shall have the meanings given to such terms in the Contract, Section 2.0, Definitions, or as provided in context.

Contractor shall provide Maintenance and Support Services in accordance with the requirements set forth in Exhibit A, Statement of Work (SOW), of the Contract and this Attachment IV. Maintenance and Support Services include Maintenance Services and Support Services, both as more fully described below.

Maintenance and Support Services shall commence in accordance with the provisions set forth in Paragraph 13.0, Maintenance and Support, of the SOW and shall continue for the term of the Contract, if so elected by the County of Los Angeles (County).

Contractor shall provide Maintenance and Support Services for the System from Contractor's business premises and/or from the County facilities as necessary to fulfill its obligations under the Contract. Authorized County staff may submit a request for Maintenance Services and/or Support Services via e-mail or telephone. Maintenance Services shall include Contractor performing the tasks outlined below.

When providing a quote for custom programming, Contractor shall also provide a quote for additional Maintenance and Support costs, if any, related to the proposed custom programming.

1. MAINTENANCE SERVICES

Contractor shall provide Maintenance Services for the System as described in this Attachment IV and in the SOW generally (collectively, "Maintenance Services"). As part of its Maintenance Services, Contractor shall provide all goods, services and other Work necessary in order to maintain the System Software and Hardware (if applicable) such that it shall perform in accordance with the System Requirements and otherwise with the requirements set forth in Exhibit A, Statement of Work (SOW), of the Contract and this Attachment IV. As part of Maintenance Services, Contractor shall (a) correct any and all Deficiencies, including Compatibility issues among System components themselves and/or among System components and the Specified Hardware, Specified Operating Software, and/or Third Party Software, (b) provide Updates and Version Releases to the System Software, (c) provide operational support for the System, including through a Help Desk, (d) provide training, training materials and other implementation support for System Software Updates and Version Releases. Contractor shall support all System Software components (including, without limitation, Contractor-provided

Third-Party Software) of its most current architecture and its most current software versions, including the two most recent software versions, for the term of the Contract.

a) UPDATES

Contractor, at no additional cost to the County beyond the Maintenance Fees set forth in Section II (Maintenance and Support) of Exhibit B (Schedule of Payments), shall provide Updates to the System Software and Hardware (if applicable) (and related Documentation) to keep current with Contractor's technology standards, industry standards including applicable Third Party Software, enhancements, Updates, regulatory and statutory changes, etc., and as provided to Contractor's general customer base. In the event, the County elects to replace any County-managed software, Contractor's responsibility for providing Updates and/or programming modifications to System Software for the purpose of reestablishing compatibility with the new County-managed software shall be limited to 40 hours per year. Any Updates and/or programming modifications provided for such purpose above and beyond the allocated 40 hours per year shall be provided by Contractor upon the County's approval using Pool Dollars in accordance with Paragraph 8.1, Change Notices and Amendments, of the Agreement.

Without limiting the other provisions of the Contract including, without limitation, this Attachment IV, such Updates shall be provided to the County as soon as they're available unless otherwise agreed by the County and Contractor. Contractor shall offer to the County Updates and all documentation related thereto promptly after the creation thereof.

Contractor shall notify and coordinate with the County for all Updates. Contractor shall not install any Updates without the written consent of the County. Without limiting Section I (General) of this Attachment IV, installation of each Update shall be subject to prior written approval of the County's Project Manager. Contractor's provision and installation of such Updates to the System Software shall be at no additional cost to the County beyond the Maintenance Fees. Any Updates necessary to remedy security problems in the System Software (e.g., closing "back doors" or other intrusion-related problems), whether identified by Contractor, the County or a third-party, shall be provided to the County within ten calendar days of Contractor's knowledge of the existence of such security problems, unless agreed to otherwise.

In the event it is determined that any required Update is not compatible with the System Software, Contractor shall provide the County with a workaround to protect the integrity and security of the System Software until such time as the Deficiency is corrected.

2. SUPPORT SERVICES

Contractor shall provide Support Services for the System as described in this Attachment IV and this Contract generally (collectively, "Support Services"). As part of its Support Services, Contractor shall provide operational support for the System during the TTC's standard operating hours of 6:00 a.m. to 7:00 p.m. Pacific Time, Monday through Friday), which shall include, without limitation, providing a point of contact for all System problems by maintaining a service desk and on site System Software and Hardware Support as needed. Such operational support shall include Support Services to correct any failure of the application software and to remedy Deficiencies (collectively, "Correction of Deficiencies"), such that the System Software and Hardware operates in accordance with Specifications and the functional requirements, including without limitation, response times. Contractor shall be required to provide Support Services up to seven days a week, 24 hours per day, if necessary, to meet the requirements of the Contract. (See SOW Section 21.0 HOURS/WORK DAY.)

a) IDENTIFICATION OF DEFICIENCIES

Upon occurrence of a Deficiency, the County shall report the Deficiency to Contractor's help desk for resolution.

The severity level of the Deficiency shall be assigned by the County in its sole discretion. Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, the County may, in its sole discretion, reevaluate and, if it so chooses, escalate or downgrade the severity level of the Deficiency pursuant to Section 5 (Severity Level Adjustment) of Attachment V (Performance Requirements Summary).

b) CORRECTION OF DEFICIENCIES

Contractor shall resolve each deficiency reported hereunder in accordance with the time frames specified in Attachment V (Performance Requirements Summary) for such Deficiency's severity level, as escalated or downgraded in accordance with Section 5 (Severity Level Adjustment) of Attachment V (Performance Requirements Summary), if applicable. The time in

which Contractor must resolve each Deficiency for the purpose of Attachment V (Performance Requirements Summary) shall start tolling when the County notifies Contractor of such Deficiency by telephone or otherwise. The actual resolution time for Deficiency solving shall not exceed the Problem Resolution Time Frame set forth in Section 3 (Performance Requirements) of Attachment V (Performance Requirements Summary).

If Contractor recommends an upgrade, repair, or replacement of any component of the System environment in order to remedy a response time Deficiency, the County shall make such upgrade, repair, or replacement in accordance with Contractor's recommendation. The cost of such System alteration shall be incurred in accordance with the SOW. In any event, if the Deficiency is not solved by such System alteration, Contractor shall reimburse the County for any and all amounts expended by the County based upon Contractor's recommended System alteration.

c) SYSTEM PERFORMANCE REQUIREMENTS

For purposes of this Attachment IV and the Contract generally, the System's failure to meet the System Performance Requirements set forth in Attachment V (Performance Requirements Summary) constitutes a Deficiency (collectively, "Response Time Deficiency"). In accordance with the Attachment V, Contractor shall correct all Response Time Deficiencies.

The County, from time to time, may request that Contractor evaluate and report System performance relative to the agreed upon System Performance Requirements set forth in Attachment V (Performance Requirements Summary). Contractor shall so evaluate and report on the performance status in accordance with a monitoring plan mutually agreed upon between the County's Project Manager and Contractor's Project Manager in connection with the County's request.

On a monthly basis, Contractor shall provide the County with a report of both resolved and outstanding System issues. This shall include, at a minimum, a brief description of the problem, the date the problem was reported, the date the problem was resolved (unless outstanding), and the current status.

d) REMOTE SUPPORT

When Contractor requires connection to the TTC system and/or

any other County system remotely, Contractor shall adhere to the TTC's remote support policy which requires connection to the TTC network via a secure Virtual Private Network (VPN) Web portal provided by the TTC. Any client software required for this VPN Web portal must be installed on Contractor's support personnel workstations to allow secure connections.

3. CHANGE MANAGEMENT

Contractor shall follow County's change management process to manage all changes to the System Software and System Environment. All changes related to System Environment, require prior County Project Manager written approval and Documentation by Contractor. Changes to the System Software that are Updates and Version Releases shall be handled in accordance with this Attachment IV. All other changes to the System Software (e.g. Software Modifications) shall be handled in accordance with Paragraph 8.1 (Change Notices and Amendments) of the Agreement.

County's Change Management Process is as follows:

1. Create infrastructure and process foundations
 - Configuration standards and change process
 - Technical advisory board
 - Change control board
 - Test Lab
 - Systems management infrastructure
2. Preplanning/Change proposal
 - Determine the need for configuration change
 - Perform initial testing to more clearly identify potential impacts
 - Develop a preliminary assessment of impacts and requirements
 - Generate a change proposal and submit to the Change Control Board (CCB)
3. Build and test/Train support staff
 - Develop configuration methodology
 - Regression test current applications
 - Build and test package
 - Train support staff
 - Finalize deployment strategy/select targets
 - Get CCB release approval
4. Deploy and follow-up
 - Deploy the package

- Identify failed deployment/create chase list
- Document new OS configuration policy
- Post-deployment review

4. SECURITY MONITORING AND REPORTING

Contractor shall perform the following services for monitoring and reporting security:

- A. Report to the Treasurer and Tax Collector (TTC) Information Security Officer and the Project Director repeated attempts to gain unauthorized access to the system. The report should include the capture of the identification/address of the location where the attempt was made, and the type of access that was being attempted.

- B. Perform security scanning and penetration testing from the Internet and internally, at least annually. The testing should be performed using industry leading tools and certified by a reputable independent outside company recognized as market leaders by the latest vendor research reports such as Gartner Magic Quadrant, Forrester Wave, or Burton Group Market Insight. Reports must be provided to the TTC Security Officer and the Project Director. The third party independent security assessments should at a minimum address:
 - a. Regulatory compliance
 - b. Web application and data security
 - c. Identity management and access control
 - d. System and network vulnerability and penetration tests
 - e. Incident response and digital forensics
 - f. Business continuity and disaster recovery

Contractor will notify all affected parties before running vulnerability scans on the System in Production Environment.

- C. System, application or transaction logs, access logs, audit trails and reports will be made available to the TTC Security Officer or the Project Director within three business days, when requested.

**ATTACHMENT V
PERFORMANCE REQUIREMENTS SUMMARY
REMITTANCE PROCESSING REPLACEMENT SYSTEM**

**ATTACHMENT V
PERFORMANCE REQUIREMENTS SUMMARY**

1) INTRODUCTION

This Performance Requirements Summary defines the Performance Requirements in terms of Response Time and Problem Resolution Time for reported issues where the minimum acceptable system performance level is deemed Deficient (Deficiency), requiring corrective action by the Contractor. The County expects a high standard of performance for the required services. The County of Los Angeles (County) will work with the Contractor to resolve any areas of deficiency brought to the attention of the County by the Contractor before the allowable deviation from the minimum acceptable performance level occurs. However, the County expects the Contractor to comply with all terms of this Agreement, not just the specific Performance Requirements set forth herein.

2) CORRECTIVE ACTION

Contractor shall meet the Performance Requirements listed in Section 3 of this Attachment V. Contractor shall notify the County of any failures or degradations in the Performance Levels immediately upon Contractor's becoming aware of any such failure or degradation. Notwithstanding Contractor's obligation to continue to perform as required under the terms of this Agreement and County's remedies set forth in this Attachment V, in the event of a Deficiency, Contractor shall use best efforts to determine the cause of the Deficiency and to correct the problem as specified in Section 3 of this Attachment V.

3) PERFORMANCE REQUIREMENTS

County shall assign one of the following Severity Levels to each County Deficiency incident submitted to the Contractor:

Severity Level	Severity Indicator	Nature of Deficiency	Response Time Goal	Problem Resolution Time Frame
I	Critical Problem	Problem is stopping Production Use.	System Software 30 minutes System Hardware 1 hour (if applicable)	System Software 4 hours System Hardware 4 hours (if applicable)
II	Urgent Problem	Problem is deterring Users from meeting schedules or is increasing time to complete normal business activities.	System Software 30 minutes System Hardware 1 hour (if applicable)	System Software 6 hours System Hardware 6 hours (if applicable)
III	Minor Problem	Inconsistencies or irregularities that cause inconvenience.	System Software 30 minutes System Hardware 1 hour (if applicable)	System Software 8 hours System Hardware 8 hours (if applicable)

**ATTACHMENT V
PERFORMANCE REQUIREMENTS SUMMARY**

IV	Issue	Issues involving training, environment issues, assistance with ending data reports, or to schedule future software upgrades.	System Software 30 minutes System Hardware 1 hour (if applicable)	Within 15 working days or such other period as agreed to between the County's Project Director and the Contractor's Project Director.
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4) PROBLEM RESOLUTION PROCESS

a) Severity Level I – Critical Problem:

- i) Contractor shall provide the best level of effort to correct any Deficiency. If the Contractor does not correct a Deficiency within the Maximum Resolution Time specified above, Contractor shall communicate with the County's Project Manager and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
- ii) In the event the Contractor does not correct a Deficiency within the estimated time, Contractor shall immediately notify the County's Project Manager and the parties will work together to define an updated estimate for the time needed for correction.
- iii) This process will be repeated until the County Project Manager approves the correction, upon which approval, County's Project Manager will notify the County's Project Director.
- iv) The County may impose Failure to Perform Assessments in accordance with Section 6 (Failure to Perform Assessments) of this Attachment V if the Deficiency is not resolved within the Maximum Resolution Time allocated therefore.

b) Severity Level II – Urgent Problem:

- i) Contractor shall provide the best level of effort to correct any Deficiency. If the Contractor does not correct a Deficiency within the Maximum Resolution Time specified above, Contractor shall communicate with the County's Project Manager and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
- ii) In the event the Contractor does not correct a Deficiency within the estimated time, Contractor shall immediately notify the County's Project Manager and the parties will work together to define an updated estimate for the time needed for correction.
- iii) This process shall repeat until the County Project Manager approves the correction, upon which approval, the County's Project Manager will notify the County's Project Director.
- iv) The County may impose Failure to Perform Assessments in accordance with Section 6 (Failure to Perform Assessments) of this Attachment V if the Deficiency is not resolved within the Maximum Resolution Time allocated therefore.

ATTACHMENT V PERFORMANCE REQUIREMENTS SUMMARY

c) Severity Level III – Minor Problem:

- i) Contractor shall provide the best level of effort to correct any Deficiency(ies). If the Contractor does not correct the Deficiency within the Maximum Resolution Time specified above, Contractor shall communicate with the County's Project Manager and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
- ii) In the event the Contractor does not correct the Deficiency within the estimated time, Contractor shall immediately notify the County's Project Manager and the parties will work together to define an updated estimate for the time needed for correction.
- iii) This process shall repeat until the County Project Manager approves the correction, upon which approval, the County's Project Manager will notify the County's Project Director.
- iv) The County may impose Failure to Perform Assessments in accordance with Section 6 (Failure to Perform Assessments) of this Attachment V if the Deficiency is not resolved within the Maximum Resolution Time allocated therefore.

d) Severity Level IV - Issue:

- i) Contractor shall provide the best level of effort to correct any Deficiency(ies). If the Contractor does not correct the Deficiency within the Maximum Resolution Time specified above, Contractor shall communicate with the County's Project Manager and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
- ii) The County may impose Failure to Perform Assessments in accordance with Section 6 (Failure to Perform Assessments) of this Attachment V if the Deficiency is not resolved within the Maximum Resolution Time allocated therefore.

5) SEVERITY LEVEL ADJUSTMENT

The County, in its sole discretion, may escalate or downgrade a Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as escalated or downgraded. At the time the Deficiency is escalated or downgraded, the County and Contractor shall agree on an appropriate timeline for resolution of such Deficiency in accordance with Section 3 (Performance Requirements) of this Attachment V.

6) FAILURE TO PERFORM ASSESSMENTS

a) General:

The County shall impose "Failure to Perform Assessments" for Contractor's failure to timely resolve Deficiencies in accordance with Section 3 (Performance Requirements) based on the following frequency:

- Any Severity Level I Deficiency
- Any Severity Level II Deficiency
- The occurrence of three or more Severity Level III Deficiencies in any single calendar month.
- The occurrence of three or more Severity Level IV Deficiencies in any single calendar month (unless otherwise agreed to by the respective Project Directors).

**ATTACHMENT V
PERFORMANCE REQUIREMENTS SUMMARY**

b) Severity Level I, II, and III Deficiencies:

Without limiting any other rights and remedies available to the County, either pursuant to this Agreement, by law, or in equity, the County shall be entitled to Failure to Perform Assessments in the event that Contractor fails to correct a Deficiency within the timeframes set forth in Section 3 (Performance Requirements) and within the frequency as set forth in Section 6 (Failure to Perform Assessments) of this Attachment V. The Contractor shall not be imposed Failure to Perform Assessments for downtime occurring during mutually agreed upon scheduled shutdown of the System Hardware, System Software, or Application Software for preventive maintenance or Response Time testing. The Contractor shall not be imposed Failure to Perform Assessments additionally for Downtime resulting from use of the Application Software by the County other than as instructed by the Contractor.

c) Imposition of Failure to Perform Assessments:

- i) If the Contractor fails to correct any Deficiency within the time frames and frequency set forth in this Attachment V, then in each instance the County may, in its sole discretion, assess Failure to Perform Assessments calculated as set forth below:
 - A. For each Severity Level I Deficiency, a Failure to Perform Assessment equal to \$500 per day shall be imposed for each day a Severity Level I Deficiency continues beyond the Problem Resolution Time Frame allowed in Section 3 of this Attachment V.
 - B. For each Severity Level II Deficiency, a Failure to Perform Assessment equal to \$300 per day shall be imposed for each day one a Severity Level II Deficiency continues beyond the Problem Resolution Time Frame allowed in Section 3 of this Attachment V.

The amount of time elapsed for the calculation of Downtime Credits will be determined by the timestamp at such time as a service request is sent by the County to Contractor.
 - C. If during any calendar month, three or more Severity Level III Deficiencies are not resolved within the Problem Resolution Time Frame allowed in Section 3 of this Attachment V, the County shall impose a Failure to Perform Assessment equal to \$500.
 - D. If during any calendar month, three or more Severity Level IV Deficiencies are not resolved within the Problem Resolution Time Frame allowed in Section 3 of this Attachment V, the County shall impose a Failure to Perform Assessment equal to \$300.
- ii) The cumulative total of all Failure to Perform Assessments accruing during any one calendar month shall not exceed the average monthly Maintenance Fees payable by the County to Contractor.
- iii) Notwithstanding anything to the contrary set forth in this Attachment V, the body of Attachment IV (Maintenance and Support Services) or other Schedules thereto, any Failure to Perform Assessments imposed by the County as a result of a Deficiency shall be based upon the County's escalated or downgraded Severity Level, if applicable, assigned to such Deficiency in accordance with Section 5 (Severity Level Adjustment) of this Attachment V.
- iv) The County shall bill the Contractor any imposed Failure to Perform Assessments and payable by the Contractor within 45 days.

PERFORMANCE REQUIREMENTS SUMMARY CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.0, Administration of Contract-Contractor	Contractor shall notify the County of Los Angeles (County) in writing of any change in name or address of the Contract Manager.	None	Inspection and Observation.	\$50 per occurrence.
Contract: Paragraph 7.2, Contractor's Project Manager	Notify the Treasurer and Tax Collector (TTC) of changes, with resume, within five working days.	None	Complaints, inspection and observation.	\$50 per day that notification is late.
Contract: Paragraph 7.0, Administration of Contract-Contractor	Replacement of unacceptable Contract personnel within one business day.	None	On-site inspection and observation, user complaint(s).	\$100 per employee per occurrence of non-replacement/removal.
Contract: Paragraph 7.6, Background and Security Investigations	Employee Background Checks.	None	Complaints, spot checks of assigned personnel.	\$1,000 per incident of non-compliance.
Contract: Paragraph 7.7, Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided to the TTC within three working days.	None	Review of reports; complaints.	\$100 per day per employee when form is not signed. \$1,000 per unauthorized release of information.

**ATTACHMENT V
PERFORMANCE REQUIREMENTS SUMMARY**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 8.24 and 8.25 , Insurance	Maintain required insurance policies.	None	Receipt and review of insurance information.	\$100 per day; Contract termination at the TTC's option.
Contract: Paragraph 8.38 , Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Paragraph 8.38 .	None	Inspection of files.	\$50 per occurrence.
Contract: Paragraph 8.38 , Record Retention and Inspection/Audit Settlement	Provide required financial statements according to schedule.	One business day late.	Review of reports.	\$50 per each day that report is late. Incomplete/inaccurate reports submitted will be considered late.
Contract: Paragraph 8.40 , Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	None	Inspection and Observation.	Possible termination for default of Contract.
Statement of Work (SOW): Attachment V Performance Requirements Summary Severity Level I	System Availability	None	System Use	\$500 per day for each day the Severity Level I Deficiency continues beyond the Problem Resolution Time Frame Allowed. (See Attachment V, Section 3)

**ATTACHMENT VI
REPORTING REQUIREMENTS
REMITTANCE PROCESSING REPLACEMENT SYSTEM**

ATTACHMENT VI REPORTING REQUIREMENTS

The RPRS's reporting functionalities shall produce various reports for each module and the web portal, when applicable, including but not limited to the following reports:

I. Remittance Processing Module – Daily Reports

1. Deposit By Bank Report: Total deposit by bank with breakdown of total ACH, ICL, and paper deposit; and breakdown of deposits On-Ups verses Mixed checks.
2. Deposit By Client Report: Total deposit by client. The grand total of this report must agree with the grand total of the Deposit By Bank Report (Item No. 1 above).
3. Client 4 - Mixed Taxes Breakdown Report: The grand total of this report must agree with the total deposit for Client 4 - Mixed Taxes on the Deposit by Client Report (Item No. 2 above).
4. Fee Collection Report for Unsecured Taxes: The grand total of this report must agree with the total deposit for Client 2 - Unsecured Taxes on the Deposit by Client Report (Item No. 2 above).
5. Suspense Dollars Report: Total suspense dollars by client. In addition, RPRS shall breakdown the total suspense amount of Client 4 – Mixed Taxes to specific clients, i.e. Client 1, 2, 3, etc.
6. Electronic Payment Summary: Summary of bank credits received via wire transfer or other means of instrument instead of checks.
7. Host File Batch Summary Report: Payment posting file for each client. e.g. Client 2 – Unsecured taxes; Client 5 – Unsecured taxes for prior year, etc.
8. Reversed/Returned Report By Bank.
9. Reversed/Returned Report By Client. The grand total of this report must agree with the grand total of the Reversed/Returned Report By Bank (Item No. 8 above).
10. ICL Foreign Item Pick and Encode Report.

ATTACHMENT VI REPORTING REQUIREMENTS

11. Reject Pick List.
12. ICL Services Rejected Items List.

II. Cashiering Module – Daily Reports

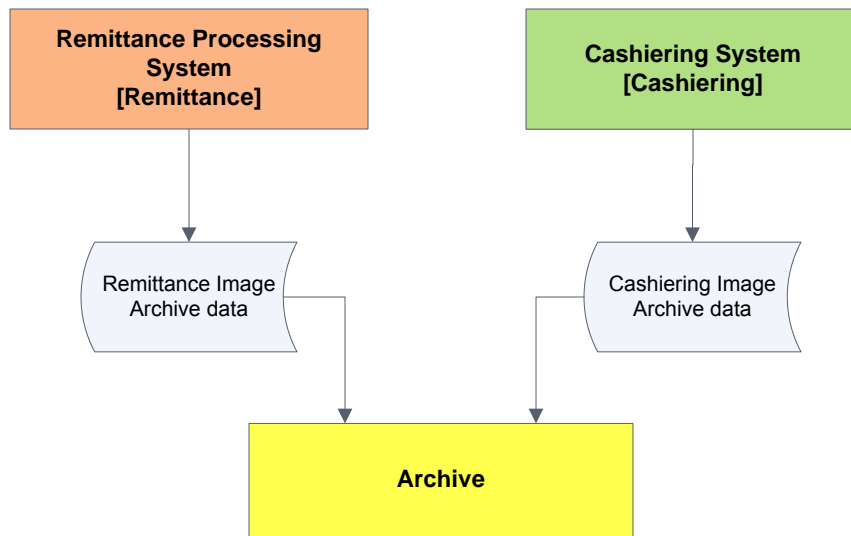
1. Transactions vs. Tender Summary Report: Total collection by Transactions verses Tender. In addition, breakdown of total deposit to the banks verse total payment received via credit cards.
2. Daily Summary Report for Credit Card Payments: Breakdown of total credit card and non-credit card payments received for each transaction type. The total of each transaction type on this report must agree with the total for the respective transaction type on the Transactions vs. Tender Summary Report (Item No. 13 above). In addition, the grand total of credit card payment on this report must agree with the total payment received via credit cards on the Transactions vs. Tender Summary Report (Item No. 13 above). All grand totals must agree.
3. Transaction Type Report: Detailed transactions report for specific transaction type (e.g. Refund Voucher Cancellation, Client 2-Unsecured taxes for Current Year, and Client 5-Unsecured taxes for Prior Year). The total of each report must agree with the total of the respective transaction type on the Transactions vs. Tender Summary Report (Item No. 1 above).

III. Image Repository And Archive Module

1. Check and Stub Imaging: Image bill information, payment received, payor information, and distribution of payment applied.
2. UD 65 Unsecured Exception and Summary Listing: Report captures applied payments and exceptions for each week – by volume, by bill number, by distribution category, and grand totals.
3. UD 67 Unsecured Accumulated Payment Listing: Report captures accumulated applied payments – by volume, by bill, by distribution category, and grand totals.

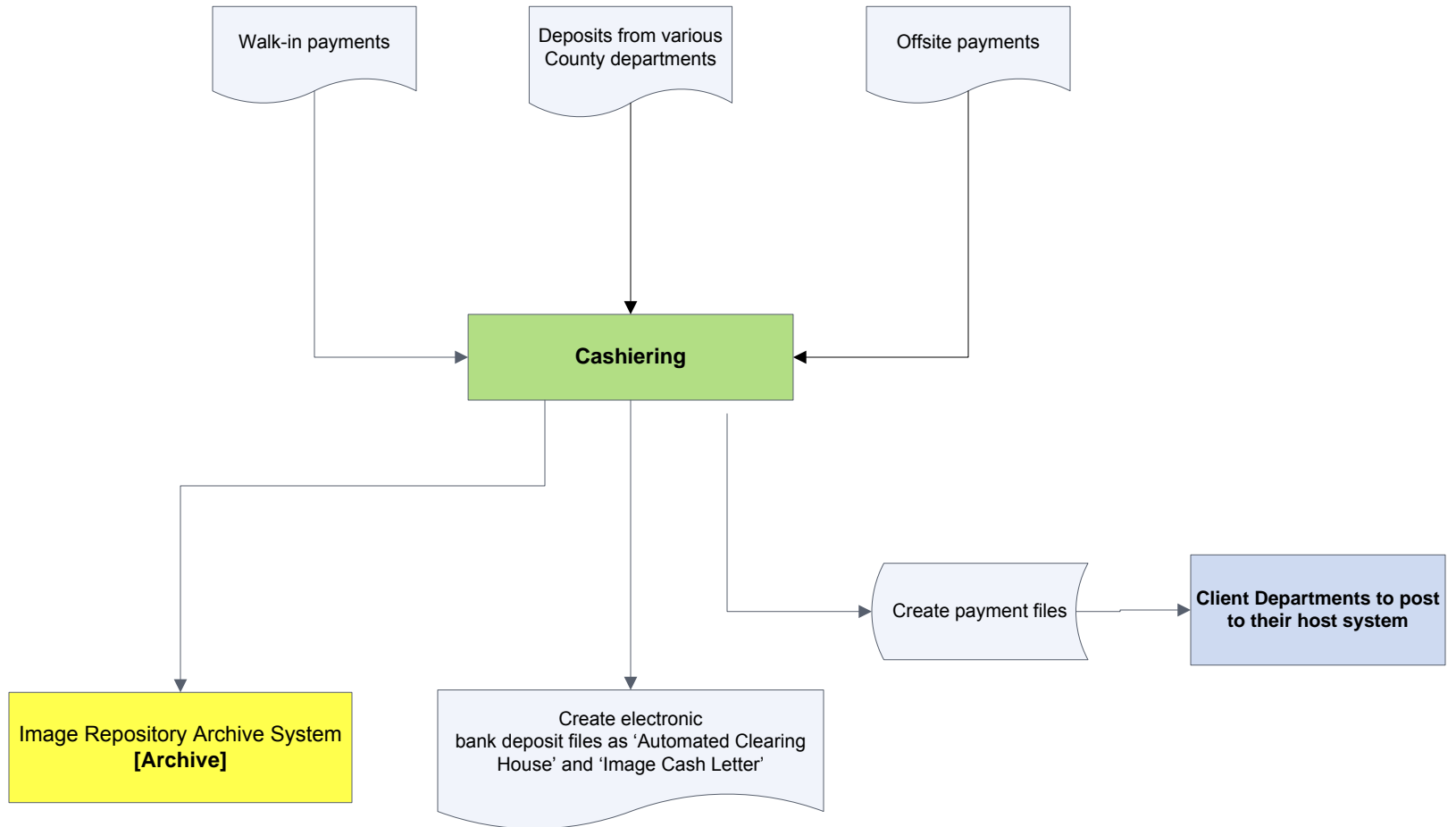
RPRS TECHNICAL EXHIBIT 1 - DIAGRAMS

IMAGE REPOSITORY ARCHIVE SYSTEM [Archive]



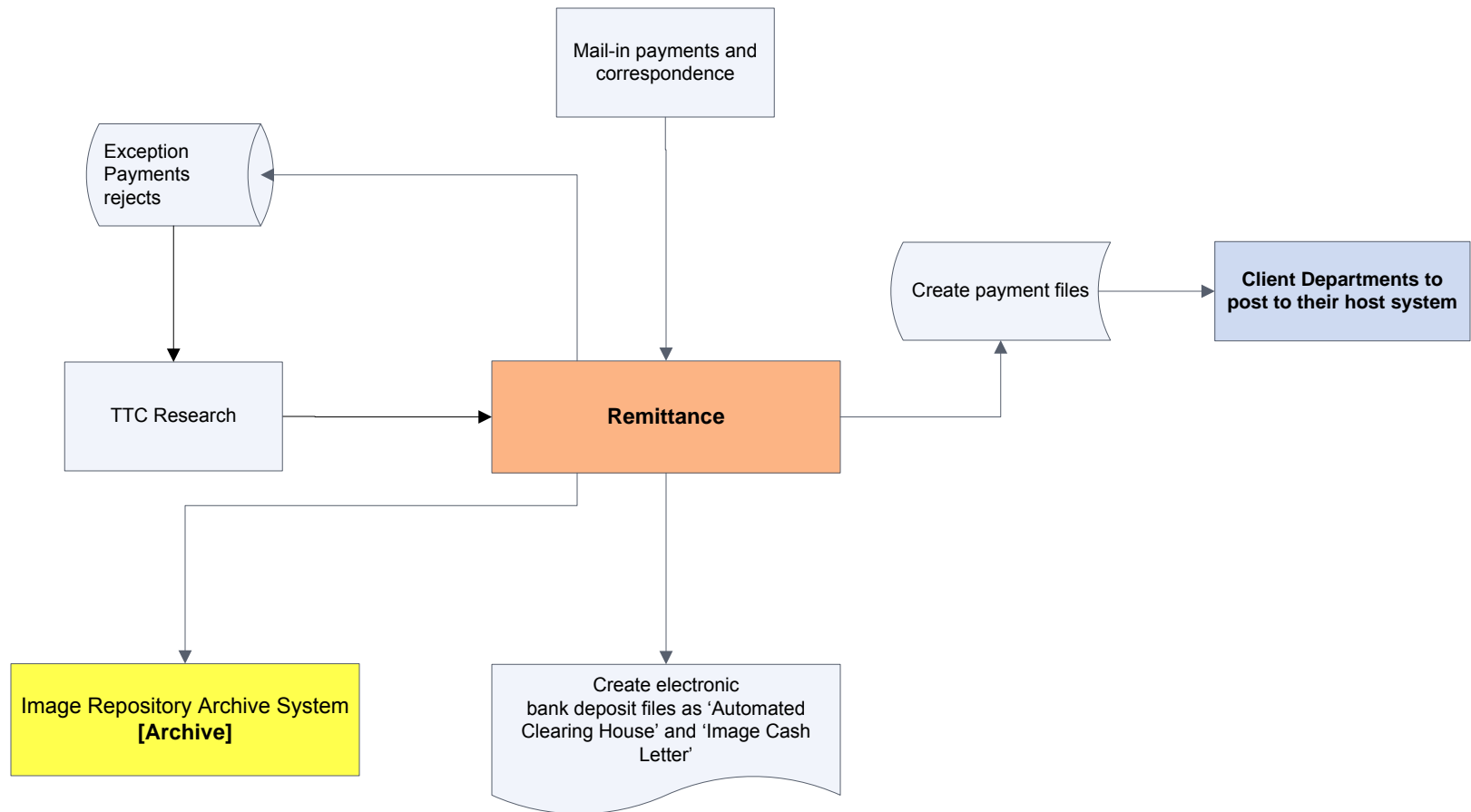
RPRS TECHNICAL EXHIBIT 1 - DIAGRAMS

CASHIERING SYSTEM [Cashiering]



RPRS TECHNICAL EXHIBIT 1 - DIAGRAMS

REMITTANCE PROCESSING SYSTEM [Remittance]



HOST/SUSPENSE FILES

Suspense File/Host File Logic:

Clients 1 – 7 and 15 will have records going into two different places. The regular items, which include all payments in which the account number 1 field does not equal “9999999999”, will go to a separate file for each client. The suspense items, which include all payments in which the account number 1 field does equal “9999999999”, will go to one suspense file which will include all the above clients and will be created only once per day.

Unsecured (Client 2) – Additional Suspense Condition

Client 2 will also send transactions to the daily suspense file if the applied amount or amount paid is less than the amount due from the scanline.

Client 1,2,3,4 Secured Tax Roll - Payment Transaction File

Detail Record	Length	Value	Justify	Fill
Parcel Number	10	Acct_num1 from scanline	L	Space
Txn Date	6	Process date (B.proc date) YYMMDD		
Txn Code	3	If Installment Key (acct_num2 From scanline) is 7 then “611”, Else “610”		
Sequence Yr	2	Roll year from scanline Acct_num4 pos. 1-2		
Sequence #	3	Sequence from scanline Acct_num4 pos. 3-5		
Effective Date	6	Receive Date (B.rec date)		
Installment Key	1	Acct_num2 from scanline		
Group #	3	Process Type = Operator ID	R	Zero
File #	18	Transaction Number (N) + Transaction Sequence # (3) +	R	Zero

HOST/SUSPENSE FILES

Detail Record	Length	Value	Justify	Fill
Payment Amount	10	Applied amount		
Penalty Late Key	1	If Installment Key (acct_num2) is NOT 8 or 9, then space, otherwise... If payment is late (receive date > due date (acct_num3)) OR if scanline date = "9999" then "**", else space		
Defaulted Sequence	3	If Installment Key (acct_num2) is NOT 7, then zeroes, else Sequence from scanline Acct_num4		

**TECHNICAL EXHIBIT 2
FILE LAYOUTS**

Payment Type	1	If Installment Key (acct_num2) is NOT 7, then zero, else (acct_num5) pos. 1		
Penalty Waive Key	1	If Installment Key (acct_num2) is NOT 7, then zero, else (acct_num5) pos. 2		
Protect Date	6	If Installment Key (acct_num2) is NOT 7, then zeroes, else (acct_num5) pos. 3-8		
Compute Year	2	If Installment Key (acct_num2) is NOT 7, then zeroes, else (acct_num5) pos. 9-10		
Compute Month	2	If Installment Key (acct_num2) is NOT 7, then zeroes, else (acct_num5) pos. 11-12		
Filler	1	Spaces		
Rec Key	1	"V"		

Summary Record	Length	Value	Justify	Fill
Summary Parcel #	10	All Nines		
Summary Date	6	System Date YYMMDD		
Summary Txn	3	All Nines		
Summary Seq	2	All Nines		
Summary Seq #	3	All Nines		
Total Detail	12	Total Amount of payments	R	Zero
Parcel Hash	11	All Nines		
Total Detail Record Count	11	Total Number of Detail Records	R	Zero
Filler	21	Spaces		
Rec Key	1	"V"		

Client 5 Unsecured Focus Prior Transaction File (PPP Payment Transaction File)

Detail Record	Length	Value	Justify	Fill
Payment Date	6	Transaction date (B.proc date)		
File Number	9	Transaction Number (N) + Sequence # (3)(If space available)	R	Zero
Roll Year	2	Acct num1 from scanline, pos. 1-2		
Volume Bill	7	Acct num1 from scanline, pos. 3-9		
Payment Amount Received	10	Applied amount		
Tax Paid	10	Zeroes		
Penalty Paid	10	Zeroes		
Cost Paid	10	Acct num3 pos. 6-10 from scanline	R	Zero

Detail Record	Length	Value	Justify	Fill
Additional Penalty	10	Amt1 from scanline		

**TECHNICAL EXHIBIT 2
FILE LAYOUTS**

Penalty Waive	2	Convert from scanline acct_num3 pos. 5 '1' convert to spaces '2' convert to "PP" '3' convert to "PW" '4' convert to "2P" '5' convert to "4P"		
Compute Date	4	From scanline Acct_num3 pos. 1-4 YYMM		

Clients 6, 7 Public Health / Business License

Detail Record	Length	Value	Justify	Fill
Parcel/Bill Number	10	Acct num1 from scanline	L	Space
Sequence Yr	2	Roll year from scanline Acct_num 4, position 1-2		
Sequence #	3	Sequence from scanline Acct_num 4, position 3-5		
Filler	1	Space		
File Number part 2	11	Transaction Number (N)	R	Zero
Pay Type	1	If Business License then "3" Else "4"		
Payment Amount Received	9	Applied Amount		
Penalty Indicator	1	If payment is late (receive date > due date (acct_num3)) OR if scanline date = "9999" then "*", else space		
Payment Date	6	Payment date (B.proc date)		
File Number part 1	4	Transaction Sequence Number (3)	R	Zero
Filler	2	Spaces		

Summary Record	Length	Value	Justify	Fill
Total Payment Amount	12	Total Amount of payments	R	Zero
Filler	16	All Nines		
Record Count	6	Total Number of Detail Records	R	Zero
Parcel Hash	5	All Nines		
Filler	8	All Nines		
Filler	3	Spaces		

Clients 8,9,10,11,12,13,14,15,16 DMR Host File (All DMR clients in one file to host) Separate file for each DMR client (same layout as host file) to go to each department.

**TECHNICAL EXHIBIT 2
FILE LAYOUTS**

Stub Detail Record	Length	Value	Justify	Fill
Transaction within Batch	#3	Transaction Sequence Number (3)	R	Zero

HOST/SUSPENSE FILES

Stub Detail Record	Length	Value	Justify	Fill
# Items in Transaction	3	Sum of the number of checks and stubs (3)	R	Zero
Document Type Code	1	1		
Org #	4	Acct_num2 from scanline (See logic rules for Checks Only and Check and List)		
Account Number	12	Acct_num1 from scanline	L	Space
Sub Account Number	10	Acct_num3 from scanline		
Amount #1	8	Client 14 Amount 1 from Scanline all others Applied Amount.	R	Zero
Amount #2	8	Client 14 applied amount all others "00000000"	R	Zero
Check Digit 8-11	1	Acct_num5 from scanline pos. 1		
Check Digit 12-23	1	Acct_num5 from scanline pos. 2		
Check Digit 24-33	1	Acct_num5 from scanline pos. 3		
Check Digit 34-41	1	Acct_num5 from scanline pos. 4		
Check Digit 42-49	1	Acct_num5 from scanline pos. 5		
Microfilm # (Roll/Seq)	8	Fill "0" (8)		
File Number	17	Transaction Number (N) + Transaction Sequence Number (3)	R	Zero
Filler	11	Spaces		
Batch Number	4	Right 4 digits of batch number (bat_num)	R	Zero

**TECHNICAL EXHIBIT 2
FILE LAYOUTS**

Check Detail	Length	Value	Justify	Fill
Transaction # within Batch	3	Transaction Sequence Number (3)	R	Zero
# Items in Transaction	3	Sum of the # of checks and stubs (3)	R	Zero
Document Type Code	1	0		
File Number	17	Transaction Number (N) + Transaction Sequence Number (3)	R	Zero
Filler	13	Spaces		
Date Received	6	B.rec date YYMMDD		
Date Processed	6	B.proc date YYMMDD		
Check Amount	8	Applied amount	R	Zero
Microfilm #	8	Fill "0" (8)		
ABA	9	Fill "0" (9)		
Account Number	16	Fill "0" (16)	L	Space
Group Number	4	Operator ID (3)	R	Zero

HOST/SUSPENSE FILES

Org. Number logic for Checks Only and Check and List for all clients with the DMR file format.

The following information will be filled into the file at the time the transmission file is created.

Client 8 = Public Works Water Works

If the Account number field is equal to all 9's or all 7's, then Org Number is equal to 6500 else Org number is equal to 6500. (Both are 6500 in this example) Output to DMR file.

Client 9 = Public Works Automated Invoices

If the Account number field is equal to all 9's, then the Org. Number is equal to 6900, else the Org Number is 6901. Output to DMR file.

Client 10 = Weights and Measures

If the Account Number field is equal to all 9's, then the Org. Number is equal to 1000, else the Org. Number is 1001. Output to DMR file.

Client 11 = County Improvement Bonds

If the Account Number field is equal to all 9's, then the Org. Number is equal to 2000, else the Org. Number is 2000. (Both are 2000 in this example) Output to DMR file.

Client 12 = Fire Department – Hazardous Waste

If the Account Number field is equal to all 9's, then the Org. Number is equal to 3902, else the Org. Number is 3901. Output to DMR file.

Client 13 = California Children's Services

If the Account number field is equal to all 9's, then the Org. Number is equal to 0250. (Normally no account number items are returned to CCS.) Output to DMR file.

Client 15 = CARRS - Collections

If the Account number field is equal to all 9's, then output record to Auto Suspense file. (This will take the place of the manual SRM now being prepared) Org code is 7901.

Client 16 = CARRS - Probation

If the Account number field is equal to all 9's, then the Org. Number is equal to 1409, else 1401. Output to DMR file.

**TECHNICAL EXHIBIT 2
RPRS TTC ACCOUNTS - FILE LAYOUTS**

Image File Layout

Field	Data Type	Length	Comments	Justify	Fill
Client ID	Numeric	3	Client ID	R	Space
Consol Num	Numeric	3	Consolidation Number	R	Space
Batch Num	Numeric	6	Batch Number	R	Space
Batch ID	Numeric	6	Same as Batch Number	R	Space
Batch Date	Date	8	Batch Date (MMDDYYYY)	R	Zero
Deposit Number	Numeric	3	Deposit Number (For check only, otherwise zero)	R	Space
Deposit Date	Date	8	Receive Date (Stub Only transactions, use Consol Date (MMDDYYYY))	R	Zero
Deposit Time	Numeric	10	Deposit Time Seconds since Midnight (for checks only, otherwise zero)	R	Space
Document Group	Numeric	3	Document Group ID	R	Space
Transaction Num	Numeric	5	Transaction Number	R	Space
Pocket Cut ID	Numeric	12	Pocket Cut ID (For check only, otherwise space)	R	Space
P1 Seq	Numeric	5	P1 Sequence Number	R	Space
P2 Seq	Numeric	5	P2 Sequence Number (For check only, otherwise zero)	R	Space
Document ID	Alpha	3	Document ID	R	Space
Document Type	Alpha	5	For Stubs: This will contain the fixed text "STUB". For Checks: This will contain the fixed text "CHECK". For Doc ID = 99: This will contain the fixed text "Corre"	L	Space
Amount	Currency	20	Applied Amount	R	Space
Account	Alpha	30	Account number1	R	Space
Generic Acct 2	Alpha	30	Account number2	R	Space
Generic Acct 3	Alpha	30	Account number3	R	Space
Generic Acct 4	Alpha	30	Account number4	R	Space
Generic Acct 5	Alpha	34	Tracking number	R	Space
Amt 1	Currency	12	Amount 1	R	Space
Amt 2	Currency	12	Amount 2	R	Space
Amt 3	Currency	12	Amount 3	R	Space
Amt 4	Currency	12	Amount 4	R	Space
Amt 5	Currency	12	Amount 5	R	Space
Misc Amt 1	Currency	12	Miscellaneous Amount 1	R	Space
Misc Amt 2	Currency	12	Miscellaneous Amount 2	R	Space
Misc Amt 3	Currency	12	Miscellaneous Amount 3	R	Space

TECHNICAL EXHIBIT 2
RPRS TTC ACCOUNTS - FILE LAYOUTS

Misc Amt 4	Currency	12	Miscellaneous Amount 4	R	Space
Misc Amt 5	Currency	12	Miscellaneous Amount 5	R	Space
Amt Op ID	Alpha	12	Operator ID	L	Space
Reject Job	Alpha	12	Reject Job if available	L	Space
Reject Reason	Alpha	40	Reject Reason if available	L	Space
Audit Trail	Alpha	128	Audit Trail if available	L	Space
Process Type	Alpha	20	Process Type For Lockbox: Use Fixed value of "057"	L	Space
Process Date	Alpha	20	Process Date (MMDDYYYY)	L	Space
Path & File name to Image File	Alpha	54	Path and File name to Image File	L	Space
Front Offset	Numeric	10	Font offset, unless rear offset is greater than zero, then use rear offset (The reason is that when there are gray images, the bitonal offset is in the rear offset field, and that's the one they want.)	L	Space
Rear Offset	Numeric	10	Rear offset	L	Space

**TECHNICAL EXHIBIT 3
REPORTS**

**Deposit By Bank Report
Consolidation - All
Deposit Date: 07/20/2016 - 07/20/2016**

Bank	Bank Description	ICL		ACH		Paper		Total	
		Count	Amount	Count	Amount	Count	Amount	Count	Amount
<u>Physical Deposits</u>									
1	Bank of America (ONUS)								
	ACHBOA_DPST_1607201401	0	0.00	74	16,687.83	0	0.00	74	16,687.83
	ICLBOA_DPST_1607201401	942	2,542,305.48	0	0.00	0	0.00	942	2,542,305.48
	ICLBOA_DPST_1607201707	111	431,809.37	0	0.00	0	0.00	111	431,809.37
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Bank of America (ONUS)	1,053	2,974,114.85	74	16,687.83	0	0.00	1,127	\$2,990,802.68
2	Bank of America Mixed								
	ACHMIX_DPST_1607201402	0	0.00	473	212,642.84	0	0.00	473	212,642.84
	ICLMIX_DPST_1607201402	2,280	9,942,034.16	0	0.00	0	0.00	2,280	9,942,034.16
	ICLMIX_DPST_1607201708	405	1,621,589.70	0	0.00	0	0.00	405	1,621,589.70
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Bank of America Mixed	2,685	11,563,623.86	473	212,642.84	0	0.00	3,158	\$11,776,266.70
3	Wells Fargo								
	ICLWELLS_DPST_160720140103	694	1,398,202.27	0	0.00	0	0.00	694	1,398,202.27
	ICLWELLS_DPST_160720170209	92	292,143.69	0	0.00	0	0.00	92	292,143.69
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Wells Fargo	786	1,690,345.96	0	0.00	0	0.00	786	\$1,690,345.96
4	Union Bank								
	ICLUBOC_DPST_160720140104	204	515,239.96	0	0.00	0	0.00	204	515,239.96
	ICLUBOC_DPST_160720170210	18	9,692.84	0	0.00	0	0.00	18	9,692.84
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Union Bank	222	524,932.80	0	0.00	0	0.00	222	\$524,932.80
5	Bank of the West								
	ICLBOW_DPST_160720140105	76	1,644,414.83	0	0.00	0	0.00	76	1,644,414.83
	ICLBOW_DPST_160720170211	24	380,967.14	0	0.00	0	0.00	24	380,967.14
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Bank of the West	100	2,025,381.97	0	0.00	0	0.00	100	\$2,025,381.97
8	JPMC								
	ICLJPMC_DPST_160720140106	602	6,354,646.87	0	0.00	0	0.00	602	6,354,646.87
	ICLJPMC_DPST_160720170212	44	52,765.79	0	0.00	0	0.00	44	52,765.79
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals JPMC	646	6,407,412.66	0	0.00	0	0.00	646	\$6,407,412.66
	TOTAL BANKS	5,492	25,185,812.10	547	229,330.67	0	0.00	6,039	\$25,415,142.77

Electronic Deposits

**TECHNICAL EXHIBIT 3
REPORTS**

9 EFT Payments
Totals EFT Payments
GRAND TOTALS:

2	26,402.19
2	\$26,402.19
6,041	\$25,441,544.96

Program: Wfs.Reformatter.DepositByBank

Page 1 of 1

Deposits by Client Report

07/20/2016

Clients - All

17:09:48

Consolidation - All Consolidations

Deposit Date: 07/20/2016 - 07/20/2016

Total By Client	Check Count	Total Amount
Client: (1) Secured Taxes	399	\$1,179,600.29
Client: (2) Unsecured Taxes	1,221	\$6,313,241.23
Client: (3) SOT Taxes	731	\$1,901,877.35
Client: (4) Mixed Taxes	2	\$109,960.24
Client: (5) Personal Property Prior Taxes	48	\$53,687.06
Client: (6) Public Health	1,032	\$692,338.07
Client: (7) Business License	5	\$1,125.55
Client: (8) Public Works - Water	531	\$127,440.36
Client: (9) Public Works - Automated Invoices	5	\$1,878.87
Client: (10) Weights and Measures	55	\$24,103.70
Client: (11) County Improvement Bonds	0	\$0.00
Client: (12) Fire Department - Hazardous Waste	10	\$9,193.00
Client: (13) California Children's Services	0	\$0.00
Client: (14) Department of Human Resources	0	\$0.00
Client: (15) CARRS Collection	86	\$5,600.50
Client: (16) CARRS Probation	767	\$52,550.85
Client: (17) Vendor Vouchers	0	\$0.00
Client: (18) Encode and Endorse Only	912	\$14,930,076.20
Client: (19) Animal Care and Control	129	\$3,420.50
Client: (20) Superior Court	106	\$9,049.00
Grand Totals:	6,039	\$25,415,142.77

**TECHNICAL EXHIBIT 3
REPORTS**

Consolidation Date: 07/20/2016

Client 4 - Mixed Taxes Breakdown Report

07/20/2016

Client Id: 4

Totals by Tax Type

14:18:53

Consolidation#: 1

Page 1 of 1

Client	Transaction Total
1 Secured Taxes	\$27,398.29
3 SDT Taxes	\$69,972.95
<hr/>	
Consolidation Total	\$97,371.24

**TECHNICAL EXHIBIT 3
REPORTS**

Consolidation Date: 07/20/2016

Client 4 Report

07/20/2016

Client Id: 4

Totals by Tax Type

17:10:55

Consolidation #: 2

Page 1 of 1

Client	Transaction Total
1 Secured Taxes	\$11,930.78
3 SDT Taxes	\$658.22
<hr/>	
Consolidation Total	\$12,589.00

**TECHNICAL EXHIBIT 3
REPORTS**

Client Id:2

Fee Collection Report for Unsecured Taxes

07/20/2016 17:13:06

Consolidation #: All Consolidations

Page 1 of 1

Consolidation Date: 07/20/2016

NOE	\$0.00
NOL	\$0.00
FEES SUBTOTAL	<u>\$0.00</u>
SUSPENSE	\$4,437.86
HOST	\$6,308,803.37
LESS PETTY SHY	\$0.00
PLUS PETTY OVER	\$0.00
TOTAL SITE DEPOSIT	<u>\$6,313,241.23</u>

Program:Wfs.Reformatter.Fees

Client Id(s): 1,2,3,4,5,6,7,15

Suspense Dollars Report

07/20/2016 17:13:01

Consolidation Date: 07/20/2016

Consolidation(s): 1,2

Client	Check Count	Suspense Dollars
1 Secured Taxes	8	\$2,743.15
2 Unsecured Taxes	8	\$4,437.86
3 SDT Taxes	18	\$15,424.88
5 Personal Property Prior Taxes	7	\$13,206.42
6 Public Health	16	\$13,749.00
	57	\$49,561.31

Client 4 Breakdown

Secured	\$0.00
Unsecured	\$0.00
Defaulted	\$0.00
<hr/>	
Total	\$0.00

Electronic Payment Summary

Clients: 1,3 All Consolidations Deposit Date:

07/20/2016

EFT Payment Total by Client	EFT Chk Count	Bank Amount
Client: (1) Secured Taxes	1	3,369.80
Client: (3) SDT Taxes	1	23,032.39
GRAND TOTALS	2	\$26,402.19

**TECHNICAL EXHIBIT 3
REPORTS**

Consolidation Date: 07/20/2016

Host File Batch Summary Report

Report Generated:

Client ID: 2

Unsecured Taxes

07/20/2016

Consolidation #: 1

14:18:09

Batch Id	Batch Number	Proc Type	Stub Count	Check Count	Item Count	Total Amount
7025	7025	000	2	2	4	\$471.73
7039	7039	000	2	2	4	\$1,577.56
7040	7040	000	3	1	4	\$2,925.89
81283	81283		1	1	2	\$97,630.77
81793	81793		52	51	103	\$666,128.77
81794	81794		231		232	\$84,354.79
81795	81795		121	7	128	\$425,451.16
81801	81801		15	13	28	\$1,985,269.12
712349	712349	000	250	250	500	\$434,567.71
712350	712350	000	250	250	500	\$169,921.32
712351	712351	000	250	250	500	\$728,512.12
712352	712352	000	138	138	276	\$132,640.98
712353	712353	000	71	26	97	\$268,932.01
712354	712354	000	50	50	100	\$80,574.05
712355	712355	000	21	21	42	\$66,578.61
Grand Totals:	15		1,457	1,063	2,520	\$5,145,536.59

Consolidation Date: 07/20/2016

Host File Batch Summary Report

Report Generated:
07/20/2016
17:10:37

Client ID: 2

Unsecured Taxes

Consolidation #: 2

Batch Id	Batch Number	Proc Type	Stub Count	Check Count	Item Count	Total Amount
81913	81913		14	14	28	\$169,582.24
712380	712380	000	84	84	168	\$590,573.80
712381	712381	000	45	19	64	\$270,231.14
712382	712382	000	33	33	66	\$132,879.60

**TECHNICAL EXHIBIT 3
REPORTS**

Consolidation Date: 07/20/2016

Host File Batch Summary Report

Report Generated:

Client ID: 5

Personal Property Prior

07/20/2016

Consolidation #: 1

14:19:07

Batch Id	Batch Number	Pre Type	Stub Count	Check Count	Item Count	Check Amount
81284	81284		5	5	10	\$25,137.60
81797	81797		2	1	3	\$200.70
712333	712333	000	13	13	26	\$2,611.30
712334	712334	000	2	1	3	\$264.23
906657	906657	000	2	2	4	\$179.92
906660	906660	000	2	2	4	\$625.14
906663	906663	000	5	5	10	\$8,746.98
Grand Totals:	7		31	29	60	\$37,765.87

**TECHNICAL EXHIBIT 3
REPORTS**

Consolidation Date: 07/20/2016

Host File Batch Summary Report

Report Generated:

Client ID: 5

Personal Property Prior

07/20/2016

Consolidation #: 2

17:11:08

Batch Id	Batch Number	PreType	Stub Count	Check Count	Item Count	Check Amount
81915	81915		1	1	2	\$150.00
712384	712384	000	2		3	\$598.34
712385	712385	000	8	8	16	\$1,502.20
712387	712387	000	2	2	4	\$464.23
Grand Totals:	4		13	12	25	\$2,714.77

**TECHNICAL EXHIBIT 3
REPORTS**

**Run Date: 07/29/2016
07:15:34**

**Reversed/Returned Report
By Bank**

Consolidation Date: 07/29/2016

Bank of America Mixed ARC

Trace ID	Client No.	Check Routing No.	Check Acct No.	Check No.	Check Amount	Process Date	Rev/Ret Date	Reason Code	Parcel/Account No.	Yr/Seq	Ins	File#	Applied Amount
xxxxxxxxxxxx	0020	xxxxxxxx	*****xxx	5954	431.00	07/25/2016	07/30/2016	Unable to Locate Acct	xxxxxxxxxxxx xxxx			xxxxxxxxxxxxxxxx	431.00
SUMMARY:		Total Check Amount:			\$431.00							Total Applied Amount:	\$431.00
												Total Item Count:	1

Run Date: 07/29/2016 07:15:24

Reversed/Returned Report By Client

Consolidation Date: 07/29/2016

Client Number 20

Trace ID	Bank ID	Check Routing No.	Check Acct No.	Check No.	Check Amount	Process Date	Rev/Ret Date	Reason Code	Parcel/Account No.	Yr/Seq	Ins	File#	Applied Amount
xxxxxxxxxxxxxx	BOA	xxxxxxxx	***** xxx	5954	431.00	07/25/2016	07/30/2016	Unable to Locate Acct	xxxxxxxxxxxx			xxxxxxxxxxxxxxxxxxxx	431.00
SUMMARY:												Total Check Amount: \$431.00	Total Applied Amount: \$431.00
												Total Item Count: 1	

**TECHNICAL EXHIBIT 3
REPORTS**

Report Generated:

07/29/2016

14:16:55

Page 1 of 1

Consolidation Date: 07/29/2016

ICL Foreign Item Pick and Encode Report

LA County

Client ID: All

Consolidation #: 1

Batch Number	Receive Date	Process Date	Station Id	Sequence Number	RT Number	DDA Number	Check Number	Stub Account Number	Applied Amount	Reject Reason
xxxxxx	07/29/2016	07/29/2016	36	26	xxxxx-xxx	xxxx-xxxxxxx	45	4333018009	24,215.37	
Items:	1							Total Amount:	24,215.37	

Program: Wfs.Reformatter.SR.PickList

TECHNICAL EXHIBIT 3 REPORTS

Consolidation Date: 07/29/2016

Reject Pick List

Report Generated:

Client ID: All

07/29/2016

Consolidation #: 1

LA County

14:16:41

Batch Number	Receive Date	Process Date	Station Id	Sequence Number	RT Number	DDA Number	Check Number	Stub Account Number	Applied Amount	Reject Reason
xxxxx	07/29/2016	07/29/2016	33	8	xxxxxxxxx	xxxxxxxxx	033767	xxxxxxxxx	0.00	Tran Rejected before Pass 2
xxxxx	07/29/2016	07/29/2016	33	4	xxxxxxxxx	xxxxxxxxx	007183	xxxxxxxxx	0.00	Rejected in All Field (afe) Entry
xxxxx	07/29/2016	07/29/2016	33	85	xxxxxxxxx	xxxxxxxxx	1290103691	xxxxxxxxx	0.00	Rejected in All Field (afe) Entry
xxxxx	07/29/2016	07/29/2016	33	128	xxxxxxxxx	xxxxxxxxx	513033	xxxxxxxxx	0.00	Rejected in All Field (afe) Entry
xxxxx	07/29/2016	07/29/2016	33	130	xxxxxxxxx	xxxxxxxxx	513032	xxxxxxxxx	0.00	Rejected in All Field (afe) Entry
xxxxx	07/29/2016	07/29/2016	32	94	xxxxxxxxx	xxxxxxxxx	0001560106	xxxxxxxxx	0.00	Tran Rejected before Pass 2
xxxxxx	07/29/2016	07/29/2016	37	2	xxxxxxxxx	xxxxxxxxx		xxxxxxxxx	0.00	Rejected in All Field (af2) Entry
xxxxxx	07/29/2016	07/29/2016	37	4	xxxxxxxxx	xxxxxxxxx			0.00	Tran Rejected before Pass 2
xxxxxx	07/29/2016	07/29/2016	37	24	xxxxxxxxx	xxxxxxxxx	0640	xxxxxxxxx	0.00	Rejected in All Field (af2) Entry
xxxxxx	07/29/2016	07/29/2016	37	30	xxxxxxxxx	xxxxxxxxx	00354	xxxxxxxxx	0.00	Tran Rejected before Pass 2
xxxxxx	07/29/2016	07/29/2016	37	40	xxxxxxxxx	xxxxxxxxx	00355	xxxxxxxxx	0.00	Rejected in All Field (af2) Entry
xxxxxx	07/29/2016	07/29/2016	37	94	xxxxxxxxx	xxxxxxxxx	1003	xxxxxxxxx	0.00	Rejected in All Field (af2) Entry
xxxxxx	07/29/2016	07/29/2016	37	98					0.00	Unable to determine Doc ID
xxxxxx	07/29/2016	07/29/2016	37	80	xxxxxxxxx	xxxxxxxxx	7990	xxxxxxxxx	0.00	Rejected in All Field (af2) Entry
xxxxxx	07/29/2016	07/29/2016	37	22	xxxxxxxxx	xxxxxxxxx	005187		0.00	Tran Rejected before Pass 2
xxxxxx	07/29/2016	07/29/2016	37	24	xxxxxxxxx	xxxxxxxxx	2412		0.00	Tran Rejected before Pass 2
xxxxxx	07/29/2016	07/29/2016	37	8	xxxxxxxxx	xxxxxxxxx	751709	xxxxxxxxx	0.00	Unable to balance
xxxxxx	07/29/2016	07/29/2016	36	2				xxxxxxxxx	0.00	Unable to read acct#
xxxxxx	07/29/2016	07/29/2016	36	2					0.00	Rejected in All Field (af2) Entry
Items: 19									Total Amount:	0.00



Management Report Daily Summary

- Locked and Updated Files - Date: Posted on 07/20/2016
- From All Branches
- For All Owners

Totals for All Branches Selected

<i>Transactions</i>			<i>Tender Totals</i>		
Transaction Type	Tran Count	Payment Amt	Tender Name	Count	Amount
001 - CLIENT 1 SECURED TAX	7	6,462.98	AMEX	3	1,343.46
002 - CLIENT 2 UNSECURED CURRE	16	142,174.55	Cash	80	0.00
003 - CLIENT 3 SECURED DEFAULT EI	126	449,877.97	Check	232	1,207,481.54
005 - CLIENT 5 UNSECURED PRIOR f	21	88,914.65	MasterCard	1	1,547.20
007 - CLIENT 7 BUSINESS LICENSE T.	4	1,458.00	VISA	1	62.81
SPAY FEE - FIVE YEAR PLAN OF RED	19	1,425.00	Prev. Deposited	8	0.00
BANKDEP - BANK DEPOSIT	5	-165,744.87	Treasurer CK	35	13,709,717.10
CC FEE - CREDIT CARD FEE	15	126.20	Visa Debit	11	16,093.12
CERT FEE - CERTIFIED FEES	2	4.80	Warrant	1	1,257.41
CFROM - CASH FROM VAULT	1	500.00			
CSHFRC SH - CASH FROM CASHIER	5	116,056.92		372	14,937,502.64
CSHTOC SH - CASH TO CASHIER	1	-500.00			
CTO - CASH TO VAULT	5	-116,056.92			
CUB015 - CLIENT 15 CAARS COLLEC"	11	595.00			
ECAPSDP - ECAPSDP NUMBER	56	13,807,870.11			
ENDCASH - ENDING CASH	1	-140,334.92			
MTAVADD - MTA VALUE ADD	2	70.00			
OTHSL S - TTC SYSTEMS SALES 9647	1	80.23			
RCSEC - RETURNED CHECK CHARGE I	1	50.00			
RVCANC - REFUND VOUCHER CANCEL	4	-8,023.67			
STCASH - STARTING CASH	1	190,522.87			
SUS005 - CLIENT 5 UPS	17	8,594.86			
SUS080 - CLIENT 80 UPS BKR	8	36,863.06			
Tender Exchange	1	0.00			
TOTLA - TRANSIENT OCCUPANCY-Lt	4	80,705.42			
UT - UTILITY TAX	65	435,810.40			
	399	14,937,502.64			

Bank Deposits

Account#	Bank Name	
XXXXXXXXXX	Bank of America	14,918,518.86
XXXXXXXXXX	FISBank	18,983.78
	Total Deposited	14,937,502.64

TECHNICAL EXHIBIT 3 REPORTS



Daily Summary Report for Credit Card Payments
 Active, Locked, and Updated Files - Date: Posted on 07/20/2016
 From All Branches
 Summary with Tender Consolidated, No voided trans
 Report Generator: Dickey, Anna For All Owners

TRANSACTION TYPE	Tndr Count	Tender Amt	Tran Count	Qty	Payment Amt	Tax Amt	Total
001 - CLIENT 1 SECURED TAX			7	7	6,462.98	0.00	6,462.98
Non-Credit Card	4	\$3,345.97					
Credit Card	3	\$3,117.01					
002 - CLIENT 2 UNSECURED CURRENT YEAR			16	16	142,174.55	0.00	142,174.55
Non-Credit Card	16	\$142,174.55					
003 - CLIENT 3 SECURED DEFAULTED			126	126	449,877.97	0.00	449,877.97
Non-Credit Card	131	\$434,137.40					
Credit Card	13	\$15,740.57					
005 - CLIENT 5 UNSECURED PRIOR YEAR			21	21	88,914.65	0.00	88,914.65
Non-Credit Card	21	\$88,914.65					
007 - CLIENT 7 BUSINESS LICENSE TAX			4	4	1,458.00	0.00	1,458.00
Non-Credit Card	4	\$1,458.00					
SPAY FEE - FIVE YEAR PLAN OF REDEMPTION			19	19	1,425.00	0.00	1,425.00
Non-Credit Card	19	\$1,425.00					
BANKDEP - BANK DEPOSIT			5	5	-165,744.87	0.00	-165,744.87
Non-Credit Card	5	\$-165,744.87					
CC FEE - CREDIT CARD FEE			15	15	126.20	0.00	126.20
Credit Card	15	\$126.20					
CERT FEE - CERTIFIED FEES			2	2	4.80	0.00	4.80
Non-Credit Card	2	\$4.80					
CFROM - CASH FROM VAULT			1	1	500.00	0.00	500.00
Non-Credit Card	1	\$500.00					
CSHFRC SH - CASH FROM CASHIER			5	5	116,056.92	0.00	116,056.92
Non-Credit Card	5	\$116,056.92					
CSHTOCSH - CASH TO CASHIER			1	1	-500.00	0.00	-500.00
Non-Credit Card	1	\$-500.00					
CTO - CASH TO VAULT			5	5	-116,056.92	0.00	-116,056.92
Non-Credit Card	5	\$-116,056.92					
CUB015 - CLIENT 15 CAARS COLLECTION			11	11	595.00	0.00	595.00
Non-Credit Card	11	\$595.00					
ECAPS DP - ECAPS DP NUMBER			56	56	13,807,870.11	0.00	13,807,870.11
Non-Credit Card	56	\$13,807,870.11					
ENDCASH - ENDING CASH			1	1	-140,334.92	0.00	-140,334.92
Non-Credit Card	1	\$-140,334.92					
MTAVADD - MTA VALUE ADD			2	2	70.00	0.00	70.00
Non-Credit Card	2	\$70.00					
OTHSL S - TTC SYSTEMS SALES 9647			1	1	80.23	0.00	80.23
Non-Credit Card	1	\$80.23					
RCSEC - RETURNED CHECK CHARGE-SECURED			1	1	50.00	0.00	50.00
Non-Credit Card	1	\$50.00					
RVCANC - REFUND VOUCHER CANCEL			4	4	-8,023.67	0.00	-8,023.67
Non-Credit Card	4	\$-8,023.67					
STCASH - STARTING CASH			1	1	190,522.87	0.00	190,522.87
Non-Credit Card	1	\$190,522.87					
SUS005 - CLIENT 5 UPS			17	17	8,594.86	0.00	8,594.86

TECHNICAL EXHIBIT 3
REPORTS



Cashiering Daily Summary Report for Credit Card Payments
Active, Locked, and Updated Files - Date: Posted on 07/20/2016
From All Branches
Summary with Tender Consolidated, No voided trans
Report Generator: Dickey, Anna For All Owners

TRANSACTION TYPE	Tndr Count	Tender Amt	Tran Count	Qty	Payment Amt	Tax Amt	Total
Non-Credit Card	17	\$8,594.86					
SUS080 - CLIENT 80 UPS BKR			8	8	36,863.06	0.00	36,863.06
Non-Credit Card	8	\$36,863.06					
TOTLA - TRANSIENT OCCUPANCY-LA			4	4	80,705.42	0.00	80,705.42
Non-Credit Card	4	\$80,705.42					
UT - UTILITY TAX			65	65	435,810.40	0.00	435,810.40
Non-Credit Card	65	\$435,810.40					
Non-Credit Card Totals	385	\$14,918,518.86					
Credit Card Totals	31	\$18,983.78					
TRANS TOTALS:	416	\$14,937,502.64	398	398	\$14,937,502.64	\$0.00	\$14,937,502.64



Transaction Type Report
Active, Locked, and Updated Files - Date: Posted on 7/20/2016
From All Branches
Detail with Tender, No voided trans types
Report Generator: Name For All Owners

TRANSACTION TYPE: RVCANC - REFUND VOUCHER CANCEL

Payfile	Tran	Unit Amt	Qty	Pay Amt	Tax	Total Amt
1620207-1	71	-224.53	1	-224.53	0.00	-224.53
1620207-1	80	-4,085.77	1	-4,085.77	0.00	-4,085.77
1620208-1	119	-3,023.65	1	-3,023.65	0.00	-3,023.65
1620208-1	122	-689.72	1	-689.72	0.00	-689.72
Trans Total:	4		4	- 8,023.67	0.00	- 8,023.67

Parcel# XXXX-XXX-XXX
 Desc. XXXXXXXXXXXX
 BankRule: No Credit Card Allowed
 Parcel# XXXX-XXX-XXX
 Desc. XXXXXXXXXXXX
 BankRule: No Credit Card Allowed
 Parcel# XXXX-XXX-XXX
 Desc. XXXXXXXXXXXX
 BankRule: No Credit Card Allowed
 Parcel# XXXX-XXX-XXX
 Desc. XXXXXXXXXXXX
 BankRule: No Credit Card Allowed

Tender Totals: RVCANC - REFUND VOUCHER CANCEL

Tender Name	Count	Amount
Prev. Deposited	4	-8023.67
	4	-8023.67

**TECHNICAL EXHIBIT 3
REPORTS**

Transaction Type Report
Active, Locked, and Updated Files - Date: Posted on 08/29/2016
From All Branches
Detail, No voided trans types
Report Generator: Name For All Owners

TRANSACTION TYPE: 002 - CLIENT 2 UNSECURED CURRENT YEAR

Payfile	Tran	Unit	Amt	Qty	Pay Amt	Tax	Total Amt	Vol/Bill#	YrSeqInst	Name:	GrouoID:	BankRule:
1624201-1	1		1,624.37	1	1,624.37	0.00	1,624.37	XXXXXXXXXX	16-000-8	XXXXXXXXXXXXXXXXXXXXXXXXXX	333	No Credit Card Allowed
1624201-1	2		4,631.75	1	4,631.75	0.00	4,631.75	XXXXXXXXXX	16-000-8	XXXXXXXXXXXXXXXXXXXXXXXXXX	333	No Credit Card Allowed
1624201-1	3		31,238.00	1	31,238.00	0.00	31,238.00	XXXXXXXXXX	16-000-8	XXXXXXXXXXXXXXXXXXXXXXXXXX	333	No Credit Card Allowed
1624201-1	4		9,115.91	1	9,115.91	0.00	9,115.91	XXXXXXXXXX	16-000-8	XXXXXXXXXXXXXXXXXXXXXXXXXX	333	No Credit Card Allowed
1624201-1	7		137.36	1	137.36	0.00	137.36	XXXXXXXXXX	16-000-8	XXXXXXXXXXXXXXXXXXXXXXXXXX	333	No Credit Card Allowed
1624201-1	8		45.32	1	45.32	0.00	45.32	XXXXXXXXXX	16-000-8	XXXXXXXXXXXXXXXXXXXXXXXXXX	333	No Credit Card Allowed
1624201-1	34		595.44	1	595.44	0.00	595.44	XXXXXXXXXX	16-000-8	XXXXXXXXXXXXXXXXXXXXXXXXXX	333	No Credit Card Allowed

**TECHNICAL EXHIBIT 3
REPORTS**

Transaction Type Report
Active, Locked, and Updated Files -Date: Posted on
08/29/2016 From All Branches
Detail, No voided trans types
Report Generator: Dickey,Anna For All Owners

1624208-1	34	71.50	I	71.50	0.00	71.50	Name:	XXXXXXXXXX
							GrouoID:	333
							BankRule:	No Credit Card Allowed
							Vol/Bill#	XXXXXXXXXXXX
							YrSeqInst	16-000-8
							Name:	XXXXXXXXXXXXXXXXXX
1624208-1	36	57.43	1	57.43	0.00	57.43	GrouoID:	333
							BankRule:	No Credit Card Allowed
							Vol/Bill#	XXXXXXXXXXXX
							YrSeqInst	16-000-8
							Name:	XXXXXXXXXXXXXXXXXX
1624208-1	43	153.22	1	153.22	0.00	153.22	GrouoID:	333
							BankRule:	No Credit Card Allowed
							Vol/Bill#	XXXXXXXXXXXX
							YrSeqInst	16-000-8
							Name:	XXXXXXXXXXXXXXXXXX
1624208-1	66	105.05	1	105.05	0.00	105.05	GrouoID:	333
							BankRule:	No Credit Card Allowed
							Vol/Bill#	XXXXXXXXXXXX
							YrSeqInst	16-000-8
							Name:	XXXXXXXXXXXXXXXXXX
1624208-1	67	104.61	1	104.61	0.00	104.61	GrouoID:	333
							BankRule:	No Credit Card Allowed
							Vol/Bill#	XXXXXXXXXXXX
							YrSeqInst	16-000-8
							Name:	XXXXXXXXXXXXXXXXXX
1624208-1	73	35.75	1	35.75	0.00	35.75	GrouoID:	333
							BankRule:	No Credit Card Allowed
							Vol/Bill#	XXXXXXXXXXXX
							YrSeqInst	16-000-8
							Name:	XXXXXXXXXXXXXXXXXX
							GrouoID:	333
							BankRulc:	No Credit Card Allowed
Trans Total:	38		38	65,251.25	0.00	65,251.25		

TECHNICAL EXHIBIT 3
REPORTS
Transaction Type Report

Active, Locked, and Updated Files - Date: Posted on 08/29/2016
From All Branches
Detail, No voided trans types
Report Generator: Dickey, Anna For All Owners

TRANSACTION TYPE: 005 - CLIENT 5 UNSECURED PRIOR YEAR

Payfile	Tran	Unit Amt	Qty	Pay Amt	Tax	Total Amt	YrNol/Bill#	CDate/Pykey	Name:	BankRule:
1624201-1	14	119.68	1	119.68	0.00	119.68	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX	No Credit Card Allowed
1624201-1	15	3,699.57	1	3,699.57	0.00	3,699.57	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX	No Credit Card
1624201-1	16	106.79	1	106.79	0.00	106.79	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX	Allowed
1624201-1	17	135.71	1	135.71	0.00	135.71	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX	No Credit Card Allowed
1624201-1	18	87.63	1	87.63	0.00	87.63	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX	No Credit Card Allowed
1624201-1	19	305.68	1	305.68	0.00	305.68	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX	No Credit Card Allowed
1624201-1	20	330.96	1	330.96	0.00	330.96	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX	Allowed
1624201-1	21	341.68	1	341.68	0.00	341.68	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX	No Credit Card Allowed

**TECHNICAL EXHIBIT 3
REPORTS**

1624201-1 22 432.99 1 432.99 0.00 432.99

Name: XXXXXXXXXXXXXXXXXXXX
BankRule: No Credit Card
YrNoI/Bill# Allowed
CDate/Pykey XXXXXXXXXXXX
Name: XXXXXXXXXXXXXXXXXXXX
BankRule: No Credit Card Allowed

**TECHNICAL EXHIBIT 3
REPORTS**

**Transaction Type Report
Active, Locked, and Updated Files - Date: Posted on 08/29/2016
From All Branches
Detail, No voided transtypes
Report Generator: Dickey, Anna For All Owners**

1624208-1	45	701.13	1	701.13	0.00	701.13
1624208-1	46	265.98	1	265.98	0.00	265.98
Trans Total:	41		41	54,840.59	0.00	54,840.59

YrNo/ al/Bill# XXXXXXXXXXXX
 CDate/Pykey XXXXXXXXXXXX
 Name: XXXXXXXXXXXXXXXXXXXX
 BankRule: No Credit Card Allowed
 YrNo/ al/Bill# XXXXXXXXXXXX
 CDate/Pykey XXXXXXXXXXXX
 Name: XXXXXXXXXXXXXXXXXXXX
 BankRule: No Credit Card Allowed

TRANSACTION TYPE: 007 - CLIENT 7 BUSINESS LICENSE TAX

Payfile	Tran	Unit Amt	Qty	Pay Amt	Tax	Total Amt
1624207-1	27	132.00	1	132.00	0.00	132.00
1624207-1	102	266.00	1	266.00	0.00	266.00
1624208-1	41	432.00	1	432.00	0.00	432.00
1624208-1	44	176.00	1	176.00	0.00	176.00
Trans Total:	4		4	1,006.00	0.00	1,006.00

Account# XXXXXXXXXXXX
 Yr/Seq 16999
 BankRule: No Credit Card Allowed
 Account# XXXXXXXXXXXX
 Yr/Seq 16999
 BankRule: No Credit Card Allowed
 Account# XXXXXXXXXXXX
 Yr/Seq 16999
 BankRule: No Credit Card Allowed
 Account# XXXXXXXXXXXX
 Yr/Seq 16999
 BankRule: No Credit Card Allowed

TRANSACTION TYPE: SPAY FEE - FIVE YEAR PLAN OF REDEMPTION

Payfile	Tran	Unit Amt	Qty	Pay Amt	Tax	Total Amt
1624207-1	49	75.00	1	75.00	0.00	75.00
Trans Total:	1		1	75.00	0.00	75.00

SPay# XXXXXXXX
 BankRule: No Credit Card Allowed

Transaction Type Report
Active, Locked, and Updated Files - Date: Posted on
08/29/2016 From All Branches
Detail, No voided trans types
Report Generator: Dickey,Anna For All Owners

TRANSACTION TYPE: CUB015 - CLIENT 15 CAARS COLLECTION

Payfile	Tran	Unit	Amt	Qty	Pay Amt	Tax	Total Amt		
1624201-1	73		188.00	1	188.00	0.00	188.00	Account	XXXXXXXXXXXX
								SubAcct	XXXXXXXXXXXX
								CARRS#:	XXXXXX
								Telphone#:	XXXXXXXXXXXX
								BankRule:	No Credit Card Allowed
1624207-1	20		50.00	1	50.00	0.00	50.00	Account	XXXXXXXXXXXX
								SubAcct	XXXXXXXXXXXX
								Name:	XXXXXXXXXXXXXXXXXX
								CARRS#:	XXXXXX
								Telphone#:	XXXXXXXXXXXX
								BankRule:	No Credit Card Allowed
1624207-1	38		100.00	1	100.00	0.00	100.00	Account	XXXXXXXXXXXX
								SubAcct	XXXXXXXXXXXX
								Name:	XXXXXXXXXXXXXXXXXX
								CARRS#:	XXXXXX
								Teienhone#:	XXXXXXXXXXXX No
								BankRule:	Credit Card Allowed
1624207-1	99		100.00	1	100.00	0.00	100.00	Account	XXXXXXXXXXXX
								SubAcct	XXXXXXXXXXXX
								Name:	XXXXXXXXXXXXXXXXXX
								CARRS#:	XXXXXX
								Telphone#:	XXXXXXXXXXXX No
								BankRule:	Credit Card Allowed
1624208-1	17		60.00	1	60.00	0.00	60.00	Account	XXXXXXXXXXXX
								SubAcct	XXXXXXXXXXXX
								Name:	XXXXXXXXXXXXXXXXXX
								CARRS#:	XXXXXX
								Teienhone#:	XXXXXXXXXXXX No
								BankRule:	Credit Card Allowed
1624208-1	21		100.00	1	100.00	0.00	100.00	Account	XXXXXXXXXXXX
								SubAcct	XXXXXXXXXXXX
								Name:	XXXXXXXXXXXXXXXXXX

**TECHNICAL EXHIBIT 3
REPORTS**

CARRS#: XXXXX
Telephone#: XXXXXXXXXXXX
Bank Rule: No Credit Card Allowed

Trans Total: 6 6 598.00 0.00 598.00

**TECHNICAL EXHIBIT 3
REPORTS**

Transaction Type Report
Active, Locked, and Updated Files - Date: Posted on 08/29/2016
From All Branches
Detail, No voided trans types
Report Generator: Dickey,Anna For All Owners

TRANSACTION TYPE: CUB016 - CLIENT 16 CAARS PROBATION

Payfile	Tran	Unit	Amt	Qty	Pay Amt	Tax	Total Amt
1624201-1	43		900.00	1	900.00	0.00	900.00
1624201-1	80		25.00	1	25.00	0.00	25.00
1624207-1	95		200.00	1	200.00	0.00	200.00
Trans Total:							1,125.00

Account XXXXXXXXXXXX
SubAcct XXXXXXXXXXXX
Name: XXXXXXXXXXXXXXXXXXXX
CARRS#: XXXXX
Telephone#: XXXXXXXXXXXX
BankRule: No Credit Gard Allowed
Account XXXXXXXXXXXX
SubAcct XXXXXXXXXXXX
CARRS#: XXXXX
Telephone#: XXXXXXXXXXXX
BankRule: **No Credit Card Allowed**
Account XXXXXXXXXXXX
SubAcct XXXXXXXXXXXX
Name: XXXXXXXXXXXXXXXXXXXX
CARRS#: XXXXX
Teleohone#: XXXXXXXXXXXX
BankRule: No Credit Card Allowed

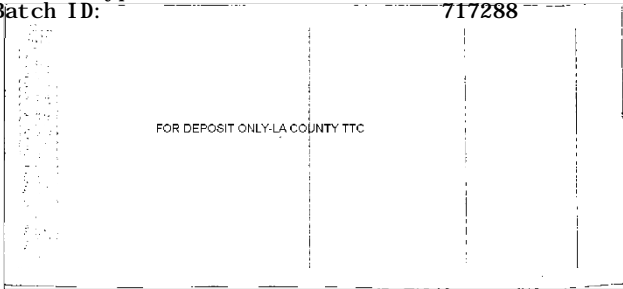
TRANSACTION TYPE: MTAMP - MTA MONTHLY PASS

Payfile	Tran	Unit	Amt	Qty	Pay Amt	Tax	Total Amt
1624207-1	51		100.00	1	100.00	0.00	100.00
Trans Total:							100.00

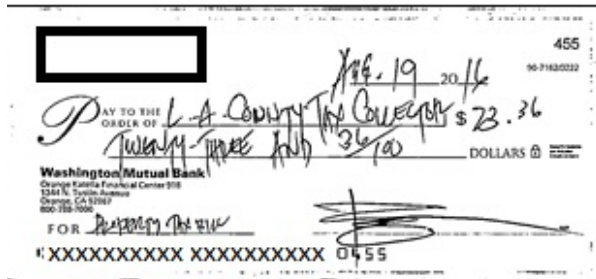
Serial# XXXXXXX
BankRule: No Credit Card Allowed

TECHNICAL EXHIBIT 3
REPORTS

Document ID: XXXXXXXX
Parcel or Bill Number: XXXXXXXX
Amount: \$73.36
Client ID: 2
Batch Num: 717288
Pocket cut id: 71728814001
Receive Date: 08/22/2016
P1 seq: 274
P2 seq: 137
Process Date: 08222016
Document id: 1
Year Seq # & Inst. Key (Gen acct2): 1884866345
Generic acct3: 0455
Amt 1: \$73.36
Amt 2: \$73.36
Amt 3: \$0.00
Amt 4: \$0.00
Amt 5: \$0.00
Mi sc Amt 1: \$0.00
Mi sc Amt 2: \$0.00
Mi sc Amt 3: \$0.00
Mi sc Amt 4: \$0.00
Mi sc Amt 5: \$0.00
Consol num: 2
Document group: 1
Transaction Num: 137
Deposit #: 1
Deposit time: 14400
Amt_op_id: OPERATOR, CC2
Audit_trail: A10, P2, FILLBANK, , V1, P2, VIRT_END, , A8, PP2, BRACH, , S2, CC2, OPERATOR, , S1, CCA, OPERATOR, , S1, WOR, CAR
F, S1, CAR, CAR2, F,
000
Process type:
Batch ID: 717288



CHECK - 8/22/2016



**TECHNICAL EXHIBIT 3
REPORTS**

VOLUME 499 UD67 UNSECURED ACCOUNTING) ACCUMULATED PAYMENT LIST AS OF 08/19/2016 PAGE 2785

BILL	AMOUNT	TP	GRP	DATE	DATE DELQ	K	FILE NO	TAX PAID	PEN PAID	ADPEN PAID	COST PAID	BALANCE DUE
XXXXX	3318.16	S0	000	1)81816	093016	7	XXXXXXXXXX	3318.16	0.00	0.00	0.00	0.00
XXXXX	30595.92	S0	333	081516	093016	1	XXXXXXXXXX	30595.92	0.00	0.00	0.00	0.00

VOLUME 499 TOTAL ITEMS PAID 2 TOTAL APPLIED AMOUNT \$ 33914.08 TOTAL ITEMS UNPAID 324 BALANCE-DUE \$ 923063.21
 TOT TAX PAID \$ 33914.08 TOT PEN PAID \$.00 TOT ADPEN PAID \$.00 TOT COST PAID \$.00 REFUND AMT \$.00

COUNTY TOTAL ITEMS PAID 161587 TOTAL APPLIED AMOUNT \$ 251374548.16 TOTAL ITEMS UNPAID 112543 BALANCE-DUE \$ 342420231.86
 TOT TAX PAID \$ 251374548.16 TOT PEN PAID \$.00 TOT ADPEN PAID \$.00 TOT COST PAID \$.00 REFUND AMT \$ 53349.38

TECHNICAL EXHIBIT 4 SCANLINE DEFINITION

Scanline Definitions for Client 2 (Unsecured Tax)

This is an example of the TTC's scanline definitions. The logic to process the scanline for Client 2, provided below, is the most complex scanline process. The scanlines for the remaining Clients are less complex than Client 2.

The layout and use of this scanline is as follows:

Field	Length	Comments
Delinquent Year	2	This is used with the Delinquent Month/Day and system date to determine whether the regular or penalty amount will be used.
Check Digit of Delinquent Date	1	This is used to verify the scan. See below.
Year / Sequence Number	5	Year / Sequence Number
Check Digit of Year / Sequence Number	1	This is used to verify the scan. See below.
Parcel/Volume Bill Number	10	Primary ID - Parcel/Volume Bill Number
Amount Due	10	If the Effective Date field is less than or equal to the date specified in the Delinquent Month/Day and Delinquent Year, this is placed in the Amount field.
Amount Due with Penalty	10	If the Effective Date field is greater than the date specified in the Delinquent Month/Day and Delinquent Year (or if the value of Delinquent Month/Day equals to "9999"), this is placed in the Amount field.
Check Digit of Volume Bill Number	1	This is used to verify the scan. See below.
Check Digit of Amount Due & Installment Key	1	This is used to verify the scan. See below.
Check Digit of Amount Due with Penalty & Installment Key	1	This is used to verify the scan. See below.
Installment Key	1	This is also placed in the Secondary ID field.
Delinquent Month/Day	4	This is used with the Delinquent Year and system date to determine whether the regular or penalty amount will be used. The format is MMDD. If "9999", it is an automatic delinquent.

Upon scanning the following steps will also be performed:

- The Parcel/Volume Bill Number field is verified using the Check Digit of Parcel/Volume Bill Number.
- The Year / Sequence Number field is verified using the Check Digit of Year / Sequence Number.
- The Delinquent Month/Day and Delinquent Year fields are combined and verified using the Check Digit of Delinquent Date.
- The Amount Due and Installment Key fields are combined and verified using the Check Digit of Amount Due & Installment Key.
- The Amount Due with Penalty and Installment Key fields are combined and verified using the Check Digit of Amount Due with Penalty & Installment Key.

EXHIBIT B
Pricing Schedule

DELIVERABLES	DESCRIPTION	SALES TAX APPLICABLE*	MAXIMUM FIXED PRICE	20% HOLDBACK	PRICE LESS HOLDBACK
I. SYSTEM DELIVERABLES					
Task 4.1 Develop Project Management Plan Total					
Deliverable 4.1.1	Project Management Plan	Not Applicable	\$6,000	\$1,200	\$4,800
Deliverable 4.1.2	Project Work Plan	Not Applicable	\$6,000	\$1,200	\$4,800
Deliverable 4.1.3	Decision Log	Not Applicable	\$6,000	\$1,200	\$4,800
Task 4.2 Project Management Total					
Deliverable 4.2.1	Schedule and Conduct Meetings	Not Applicable	\$54,040	\$10,808	\$43,232
Deliverable 4.2.2	Project Status Reports	Not Applicable	\$16,000	\$3,200	\$12,800
Task 4.3 Business Process Design Total					
Deliverable 4.3.1	Detailed Functional and Technical Specifications	Not Applicable	\$18,000	\$3,600	\$14,400
Deliverable 4.3.2	Report Analysis Document	Not Applicable	\$6,000	\$1,200	\$4,800
Deliverable 4.3.3	System Integration Document	Not Applicable	\$6,000	\$1,200	\$4,800
Deliverable 4.3.4	Final Detail Integration Document	Not Applicable	\$6,000	\$1,200	\$4,800
Task 5.1 Prepare Implementation Plan Total					
Deliverable 5.1.1	Application Configuration Document	Not Applicable	\$6,000	\$1,200	\$4,800
Task 6.1 Configure the New System Total					
Deliverable 6.1.1	Configure the System	Not Applicable	\$38,000	\$7,600	\$30,400
Deliverable 6.1.2	Necessary Customizations	Not Applicable	\$53,600	\$10,720	\$42,880
Deliverable 6.1.3	Interfaces to Outside Agencies and Other County Departments	Not Applicable	\$24,000	\$4,800	\$19,200

EXHIBIT B
Pricing Schedule

Deliverable 6.1.4	Integration of Third Party Software	Not Applicable	\$6,000	\$1,200	\$4,800
Deliverable 6.1.5	Screen Scrape Software	Not Applicable	\$12,000	\$2,400	\$9,600
Task 7.1 Tests Total					
Deliverable 7.1.1	Testing Strategy	Not Applicable	\$6,000	\$1,200	\$4,800
Deliverable 7.1.2	Test Results	Not Applicable	\$6,000	\$1,200	\$4,800
Deliverable 7.1.3	Tested System	Not Applicable	\$12,000	\$2,400	\$9,600
Task 8.1 Develop Data Conversion and Migration Plan Total					
Deliverable 8.1.1	Data Conversion and Migration Plan	Not Applicable	\$6,000	\$1,200	\$4,800
Deliverable 8.1.2	Develop Data Conversion and Migration Programs	Not Applicable	\$12,000	\$2,400	\$9,600
Deliverable 8.1.3	Data Conversion and Migration Programs	Not Applicable	\$6,000	\$1,200	\$4,800
Task 8.2 Conduct Conversion Test Total					
Deliverable 8.2.1	Conversion Test Results Report	Not Applicable	\$1,200	\$240	\$960
Task 8.3 Perform Data Conversion Total					
Deliverable 8.3.1	Converted Data	Not Applicable	\$6,000	\$1,200	\$4,800

EXHIBIT B
Pricing Schedule

DELIVERABLES	DESCRIPTION	SALES TAX APPLICABLE*	MAXIMUM FIXED PRICE	20% HOLDBACK	PRICE LESS HOLDBACK
Task 9.1 Develop User Acceptance Test Plan Total					
Deliverable 9.1.1	User Acceptance Test Plan	Not Applicable	\$1,200	\$240	\$960
Deliverable 9.1.2	Conduct User Acceptance Test	Not Applicable	\$33,600	\$6,720	\$26,880
Deliverable 9.1.3	User Acceptance Test Results Report	Not Applicable	\$1,200	\$240	\$960
Task 10.1 Train County Staff Total					
Deliverable 10.1.1	Training Plan	Not Applicable	\$1,600	\$320	\$1,280
Deliverable 10.1.2	Prepare and Provide User Documentation	Not Applicable	\$1,600	\$320	\$1,280
Deliverable 10.1.3	System Documentation	Not Applicable	\$1,600	\$320	\$1,280
Task 11.1 Existing Hardware and Recommend Additional Hardware Total					
Deliverable 11.1.1	System Hardware Certification	Not Applicable	\$1,200	\$240	\$960
Task 11.2 Recommend, Configure and Test Peripheral Hardware Total					
Deliverable 11.2.1	Peripheral Hardware Setup	Not Applicable	\$36,500	\$7,300	\$29,200
Task 11.3 Analyze Supplemental Software and Recommend Changes Total					
Deliverable 11.3.1	Supplemental Software Certification	Not Applicable	\$1,200	\$240	\$960
Task 11.4 Prepare Technical Configuration and System Installation Plan Total					
Deliverable 11.4.1	System Cutover and Permanent Site Installation Plan	Not Applicable	\$1,200	\$240	\$960
Task 11.5 Install RPRS Hardware and Software Total					
Deliverable 11.5.1	Successfully Installed System Hardware and Software	Not Applicable	\$12,000	\$2,400	\$9,600
Task 11.6 Perform System Cutover to Production Use Total					
Deliverable 11.6.1	System in Production Use	Not Applicable	\$1,200	\$240	\$960
Task 11.7 Maintain Non-Deficient System Production Use Total					

EXHIBIT B
Pricing Schedule

Deliverable 11.7.1	Non-Deficient System Production Use	Not Applicable	\$6,000	\$1,200	\$4,800
Task 11.8 Conduct Post-Implementation Review Total					
Deliverable 11.8.1	Post-Implementation Review Report	Not Applicable	\$1,200	\$240	\$960
Task 15.1 Provide Additional Training Total					
Deliverable 15.1.1	Newly Trained and Retrained County Staff	Not Applicable	\$15,000	\$3,000	\$12,000
Task 15.2 Prepare and Provide Post-Implementation Documentation Total					
Deliverable 15.2.1	Post-Implementation Documentation	Not Applicable	\$600	\$120	\$480
Deliverable 15.2.2	Deliver Work Product, Documentation, IP Escrow and Third Party Software License(s)	Not Applicable	\$600	\$120	\$480
SUBTOTAL FOR SYSTEM DELIVERABLES			\$436,340	\$87,268	\$349,072
NOTE: There will be a twenty percent (20%) withhold on all invoices/payments, which the County shall pay to the Contractor at the completion of Final Acceptance. (See Appendix C, Sample Contract, Section 5.7.7 Holdbacks.)					
**Contractor shall note any items subject to California sales tax by checking the box under the column labeled Sales Tax Applicable. However, the Contractor shall not include the sales tax amount for the quoted item in the "Maximum Fixed Price" amount.					

EXHIBIT B
Pricing Schedule

ITEM DESCRIPTION	UNIT PRICE	SALES TAX APPLICABLE*	MAXIMUM FIXED PRICE	20% HOLDBACK	PRICE LESS HOLDBACK
II. SOFTWARE LICENSE FEES – To begin after Final Acceptance					
Year 1	\$271,550	Not Applicable	\$271,550	\$0	\$271,550
Year 2	\$0	Not Applicable	\$0	\$0	\$0
Year 3	\$0	Not Applicable	\$0	\$0	\$0
Year 4	\$0	Not Applicable	\$0	\$0	\$0
Year 5	\$0	Not Applicable	\$0	\$0	\$0
Year 6 - Optional	\$0	Not Applicable	\$0	\$0	\$0
Year 7 - Optional	\$0	Not Applicable	\$0	\$0	\$0
TOTAL SOFTWARE LICENSE FEES			\$271,550	\$0	\$271,550
III. HARDWARE LICENSE FEES (If Applicable) – To begin after Final Acceptance					
Year 1	\$0	Not Applicable	\$0	\$0	\$0
Year 2	\$0	Not Applicable	\$0	\$0	\$0
Year 3	\$0	Not Applicable	\$0	\$0	\$0
Year 4	\$0	Not Applicable	\$0	\$0	\$0
Year 5	\$0	Not Applicable	\$0	\$0	\$0
Year 6 - Optional	\$0	Not Applicable	\$0	\$0	\$0
Year 7 - Optional	\$0	Not Applicable	\$0	\$0	\$0
TOTAL HARDWARE LICENSE FEES			\$0	\$0	\$0
IV. HOSTING FEES (Vendor-hosted solution only) – To begin after Final Acceptance					

EXHIBIT B
Pricing Schedule

Year 1	\$0	Not Applicable	\$0	\$0	\$0
Year 2	\$0	Not Applicable	\$0	\$0	\$0
Year 3	\$0	Not Applicable	\$0	\$0	\$0
Year 4	\$0	Not Applicable	\$0	\$0	\$0
Year 5	\$0	Not Applicable	\$0	\$0	\$0
Year 6 - Optional	\$0	Not Applicable	\$0	\$0	\$0
Year 7 - Optional	\$0	Not Applicable	\$0	\$0	\$0
TOTAL HOSTING FEES			\$0	\$0	\$0

EXHIBIT B
Pricing Schedule

Year	Support – Standard Operating Hours	Support – After Hours Hourly Rate	Support – 24/7	Increase Due to Insurance Limit Adjustment ⁽¹⁾	Optional On-Site Coverage ⁽²⁾	SALES TAX APPLICABLE*	MAXIMUM FIXED PRICE	20% HOLDBACK	PRICE LESS HOLDBACK
V. SOFTWARE MAINTENANCE AND SUPPORT SERVICES – To begin after Final Acceptance									
Year 1	\$47,529	\$200	\$84,465	\$24,000		Not Applicable	\$108,465	\$0	\$108,465
Year 2	\$47,642	\$200	\$84,615	\$24,000		Not Applicable	\$108,615	\$0	\$108,615
Year 3	\$49,118	\$200	\$87,216	\$24,000		Not Applicable	\$111,216	\$0	\$111,216
Year 4	\$50,641	\$200	\$89,889	\$24,000		Not Applicable	\$113,889	\$0	\$113,889
Year 5	\$52,212	\$200	\$92,666	\$24,000		Not Applicable	\$116,666	\$0	\$116,666
Year 6 - Optional	\$53,834	\$200	\$95,518	\$24,000		Not Applicable	\$119,518	\$0	\$119,518
Year 7 - Optional	\$55,506	\$200	\$98,461	\$24,000		Not Applicable	\$122,461	\$0	\$122,461
TOTAL SOFTWARE MAINTENANCE AND SUPPORT							\$800,830	\$0	\$800,830
VI. HARDWARE MAINTENANCE AND SUPPORT SERVICES – To begin after Final Acceptance									
Year 1	\$104,113	\$200	\$163,371		\$64,000	Not Applicable	\$227,371	\$0	\$227,371
Year 2	\$107,356	\$200	\$168,558		\$64,000	Not Applicable	\$232,558	\$0	\$232,558
Year 3	\$111,939	\$200	\$175,794		\$64,000	Not Applicable	\$239,794	\$0	\$239,794
Year 4	\$115,514	\$200	\$181,514		\$64,000	Not Applicable	\$245,514	\$0	\$245,514
Year 5	\$119,267	\$200	\$187,520		\$64,000	Not Applicable	\$251,520	\$0	\$251,520
Year 6 - Optional	\$124,422	\$200	\$195,669		\$64,000	Not Applicable	\$259,669	\$0	\$259,669
Year 7 - Optional	\$129,811	\$200	\$204,188		\$64,000	Not Applicable	\$268,188	\$0	\$268,188

EXHIBIT B
Pricing Schedule

TOTAL SOFTWARE MAINTENANCE AND SUPPORT	\$1,724,614	\$0	\$1,724,614	
<p>For Software and Hardware Maintenance and Support, please list the cost for each Support category. For the Maximum Fixed Price, please use the cost for 24/7 Support.</p> <p>(1) Increase Due to Insurance Limit Adjustment - This is the annual cost of increased policy limits for Fairfax's Errors and Omissions Insurance.</p> <p>(2) Optional On-Site Coverage - This is the annual cost for optional on-site coverage for both hardware vendors (IBML and Agissar). Coverage includes two-weeks on-site coverage for each Peak Season (December and April). If this coverage is desired, the TTC must give at least 60-days advance notice to Fairfax and Fairfax will bill the TTC \$32,000 for each Peak Season where this coverage is timely requested and provided by each vendor.</p>				
ITEM DESCRIPTION	SALES TAX APPLICABLE*	MAXIMUM FIXED PRICE	20% HOLDBACK	PRICE LESS HOLDBACK
VII. HARDWARE PURCHASE				
Due to the potential variance in proposed hardware configurations, please use Required Forms, Exhibit 11A, Hardware Purchase Pricing Schedule, to list each item along with its cost. List the total Hardware Purchase Cost on Exhibit 11A in the space below.				
TOTAL HARDWARE PURCHASE COST	Yes	\$910,740	\$182,148	\$728,592

EXHIBIT B
Pricing Schedule

ITEM DESCRIPTION	MAXIMUM FIXED PRICE	20% HOLDBACK	PRICE LESS HOLDBACK		
VIII. TRAVEL ALLOCATION					
Billed as Incurred. List Not to Exceed Amount	\$62,000	\$0	\$62,000		
<p>Note: Reasonable and County approved travel and out-of-pocket cost for all implementation personnel will be at actual cost. County pays all travel costs including airfare, hotel, rental car/taxi/mileage, incidentals and meals <u>in accordance with the County's Travel Expense Reimbursement guidelines</u>. Travel expenses are billed separately and are in addition to estimates for the cost of implementation. Total travel will not exceed \$62,000, which includes up to 52 days onsite. It is likely that more than one resource will be onsite at any given time over the course of the project.</p>					
IX. ADDITIONAL WORK PRICING – Billed against Pool Dollars as Incurred					
a. SYSTEM TRAINING	\$125/Hour	\$10,000	\$0		
b. PROFESSIONAL SERVICES	\$200/Hour	\$300,000	\$0		
c. ADDITIONAL SOFTWARE LICENSES	\$no cost	Unlimited license provided	\$0		
d. POST-IMPLEMENTATION DOCUMENTATION	Billed as Incurred, Not to Exceed \$85/hour	\$6,800	\$0		
X. POOL DOLLARS					
TOTAL POOL DOLLARS	\$316,800	\$0	\$316,800		
SUMMARY OF CONTRACT PRICING SCHEDULE		SALES TAX APPLICABLE*	MAXIMUM FIXED PRICE	20% HOLDBACK	PRICE LESS HOLDBACK
I. DELIVERABLES (SUBTOTAL FROM PAGE 3)		Not Applicable	\$436,340	\$87,268	\$349,072
II. SOFTWARE LICENSE FEES		Not Applicable	\$271,550	\$0	\$271,550
III. HARDWARE LICENSE FEES (If Applicable)		Not Applicable	\$0	\$0	\$0
IV. HOSTING FEES (Vendor-hosted solution only)		Not Applicable	\$0	\$0	\$0
V. SOFTWARE MAINTENANCE AND SUPPORT SERVICES		Not Applicable	\$800,830	\$0	\$800,830
VI. HARDWARE MAINTENANCE AND SUPPORT SERVICES		Not Applicable	\$1,724,614	\$0	\$1,724,614
VII. HARDWARE PURCHASE		Yes	\$910,740	\$182,148	\$728,592
VIII. TRAVEL ALLOCATION		Not Applicable	\$62,000	\$0	\$62,000

EXHIBIT B
Pricing Schedule

X. POOL DOLLARS	Not Applicable	\$316,800	\$0	\$316,800
GRAND TOTAL FOR CONTRACT		\$4,522,874	\$269,416	\$4,253,458
<p>NOTE: There will be a twenty percent (20%) withhold on all invoices/payments, which the County shall pay to the Contractor at the completion of Final Acceptance. (See Appendix C, Sample Contract, Section 5.7.7 Holdbacks.)</p>				
<p>**Contractor shall note any items subject to California sales tax by checking the box under the column labeled Sales Tax Applicable. However, the Contractor shall not include the sales tax amount for the quoted item in the "Maximum Fixed Price" amount.</p>				

EXHIBIT B
Hardware Purchase Pricing Schedule

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED COST	CA SALES TAX	MAXIMUM FIXED PRICE	% HOLDBACK	PRICE LESS HOLDBACK
ImageTrac 6400 - Straight Path 3 pocket; 75 Inches Per Second Transport	2	\$123,500	\$247,000	Yes	\$247,000	\$49,400	\$197,600
Embedded Application Controller	2	\$6,750	\$13,500	Yes	\$13,500	\$2,700	\$10,800
IT6, E13B	2	\$13,200	\$26,400	Yes	\$26,400	\$5,280	\$21,120
IT6 Post Image Single Head IJP	2	\$7,875	\$15,750	Yes	\$15,750	\$3,150	\$12,600
SoftTrac Scan Advanced	2	\$24,500	\$49,000	Yes	\$49,000	\$9,800	\$39,200
DocNetics Envelope Detection	2	\$9,500	\$19,000	Yes	\$19,000	\$3,800	\$15,200
DocNetics ChecksAll, Dual Camera	2	\$7,900	\$15,800	Yes	\$15,800	\$3,160	\$12,640
DocNetics Recognition, 1 Field, Front and Rear Camera	2	\$7,500	\$15,000	Yes	\$15,000	\$3,000	\$12,000
Agissar Triple Cut Workstation	10	\$31,000	\$310,000	Yes	\$310,000	\$62,000	\$248,000
Agissar ACE Auto Extractor Workstation	2	\$52,840	\$105,680	Yes	\$105,680	\$21,136	\$84,544
Omaton 306 with 90 degree power conveyor	1	\$16,680	\$16,680	Yes	\$16,680	\$3,336	\$13,344
Elo 1715L Touchscreen Monitor	20	\$610	\$12,200	Yes	\$12,200	\$2,440	\$9,760
Epson TM-T88V Receipt Printer	20	\$312	\$6,240	Yes	\$6,240	\$1,248	\$4,992
Citizens Receipt Printer 6' Cable	20	\$17	\$340	Yes	\$340	\$68	\$272
APG Series 4000: 1816 Cash Drawer	20	\$195	\$3,900	Yes	\$3,900	\$780	\$3,120
APG Cable	20	\$18	\$360	Yes	\$360	\$72	\$288
MagTek Excella STX scanner with cable and power supply	20	\$930	\$18,600	Yes	\$18,600	\$3,720	\$14,880
MagTek DynaPro smart card reader with signature pad	20	\$475	\$9,500	Yes	\$9,500	\$1,900	\$7,600
Hardware Installation	1	\$3,190	\$3,190	Not Applicable	\$3,190	\$638	\$2,552
Hardware Shipping	1	\$22,600	\$22,600	Yes	\$22,600	\$4,520	\$18,080
TOTAL HARDWARE PURCHASE COST					\$910,740	\$182,148	\$728,592
List the CA Sales Tax and Maximum Fixed Price totals on Exhibit 11, Pricing Schedule, Section VII. HARDWARE PURCHASE.							
Add additional sheets if needed.							

EXHIBIT C

STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBITS

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2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART	2

**REMITTANCE PROCESSING REPLACEMENT SYSTEM
PERFORMANCE REQUIREMENTS SUMMARY CHART**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.0, Administration of Contract-Contractor	Contractor shall notify the County of Los Angeles (County) in writing of any change in name or address of the Contract Manager.	None	Inspection and Observation.	\$50 per occurrence.
Contract: Paragraph 7.2, Contract Manager	Notify the Treasurer and Tax Collector (TTC) of changes, with resume, within five working days.	None	Complaints, inspection and observation.	\$50 per day that notification is late.
Contract: Paragraph 7.0, Administration of Contract	Replacement of unacceptable Contract personnel within one business day.	None	On-site inspection and observation, user complaint(s).	\$100 per employee per occurrence of non-replacement/removal.
Contract: Paragraph 7.6, Background and Security Investigation	Employee Background Checks.	None	Complaints, spot checks of assigned personnel.	\$1,000 per incident of non-compliance.
Contract: Paragraph 7.7, Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided to the TTC within three working days.	None	Review of reports; complaints.	\$100 per day per employee when form is not signed. \$1,000 per unauthorized release of information.

**REMITTANCE PROCESSING REPLACEMENT SYSTEM
PERFORMANCE REQUIREMENTS SUMMARY CHART**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 8.24 and 8.25 , Insurance	Maintain required insurance policies.	None	Receipt and review of insurance information.	\$100 per day; Contract termination at the TTC's option.
Contract: Paragraph 8.38 , Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Paragraph 8.38 .	None	Inspection of files.	\$50 per occurrence.
Contract: Paragraph 8.38 , Record Retention and Inspection/Audit Settlement	Provide required financial statements according to schedule.	One business day late.	Review of reports.	\$50 per each day that report is late. Incomplete/inaccurate reports submitted will be considered late.
Contract: Paragraph 8.40 , Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	None	Inspection and Observation.	Possible termination for default of Contract.
Statement of Work (SOW): Attachment IV, Schedule D.2, Performance Requirements	System Availability	None	System Use Review of Incident	\$500 per day for each day the Severity Level I Deficiency continues beyond the Problem Resolution Time Frame Allowed.

**REMITTANCE PROCESSING REPLACEMENT SYSTEM
PERFORMANCE REQUIREMENTS SUMMARY CHART**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Summary/Correction of Deficiencies Severity Level I			Tracking System (ITS)	(See Schedule D.2, Section 3)

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 discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Bruce Robert

Title: Assistant Treasurer and Tax Collector Officer

Address: 500 W. Temple Street, Room 409
Los Angeles, CA 90012

Telephone: (213) 974-7363

Facsimile: (213) 625-2249

E-Mail Address: brobert@tcc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ernest Linchangco

Title: Information Technology Supervisor

Address: 500 W. Temple Street, Room 409
Los Angeles, CA 90012

Telephone: (213) 974-7724

Facsimile: (213) 217-4974

E-Mail Address: elinchangco@ttc.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Diana C. Chu

Title: Operations Chief, Banking and Remittance Processing

Address: 500 W. Temple Street, Room 425E
Los Angeles, CA 90012

Telephone: (213) 974-2140

Facsimile: (213) 625-2845

E-Mail Address: dchu@ttc.lacounty.gov

COUNTY'S ADMINISTRATION

COUNTY DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO):

Name: Matthew Der
Title: Departmental Chief Information Officer
Address: 500 West Temple Street, Room 409
Los Angeles, CA 90012
Telephone: (213) 974-7618
Facsimile: (213) 217-4974
E-Mail Address: mders@tcc.lacounty.gov

COUNTY DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO):

Name: Lena Adran
Title: Departmental Information Security Officer
Address: 500 West Temple Street, Room 409
Los Angeles, CA 90012
Telephone: (213) 974-7747
Facsimile: (213) 217-4974
E-Mail Address: ladran@tcc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Fairfax Imaging, Inc.

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Donna Castello, PMP
Title: VP, Solution Delivery
Address: 2005 Pan Am Circle, Suite 110
Tampa, Florida 33607
Telephone: 877-627-8325 x326
Facsimile: 813-881-1600
E-Mail Address: donna.castello@ffximg.com

CONTRACTOR'S PROJECT MANAGER:

Name: Mark Siefert, PMP
Title: Project Manager
Address: 2005 Pan Am Circle, Suite 100
Tampa, Florida 33670
Telephone: 530-368-6888
Facsimile: 813-881-1600
Email Address: mark.siefert@ffximg.com

CONTRACTOR'S ALTERNATE PROJECT MANAGER:

Donna Castello, PMP
VP, Product Delivery
2005 Pan Am Circle, Suite 100
Tampa, Florida 33670
877-627-8325 x326
813-881-1600
donna.castello@ffximg.com

CONTRACTOR'S FINANCIAL MANAGER:

Name: Mike Manilli
Title: Comptroller
Address: 2005 Pan Am Circle, Suite 100
Tampa, Florida 33670
Telephone: 877-627-8325 x120
Facsimile: 813-881-1600
E-Mail Address: mmanilli@ffximg.com

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: **Steve Chahal**
Title: **President, CEO**
Address: **2005 Pan Am Circle, Suite 100**
Tampa, Florida 33670
Telephone: **877-627-8325 x106**
Facsimile: **813-881-1600**
E-Mail Address: **schahal@ffximg.com**

Name: **Michael Minter**
Title: **VP, Sales and Marketing**
Address: **2005 Pan Am Circle, Suite 100**
Tampa, Florida 33670
Telephone: **877-627-8325 x103**
Facsimile: **813-881-1600**
E-Mail Address: **mminter@ffximg.com**

Notices to Contractor shall be sent to the following:

Name: **Michael Minter**
Title: **VP, Sales and Marketing**
Address: **2005 Pan Am Circle, Suite 100**
Tampa, Florida 33670
Telephone: **877-627-8325 x103**
Facsimile: **813-881-1600**
E-Mail Address: **mminter@ffximg.com**

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

IT CONTRACTS

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

G2-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT

G3-IT CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

Remittance Processing Replacement System
Contract Exhibits

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

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 Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment 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.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT

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.

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

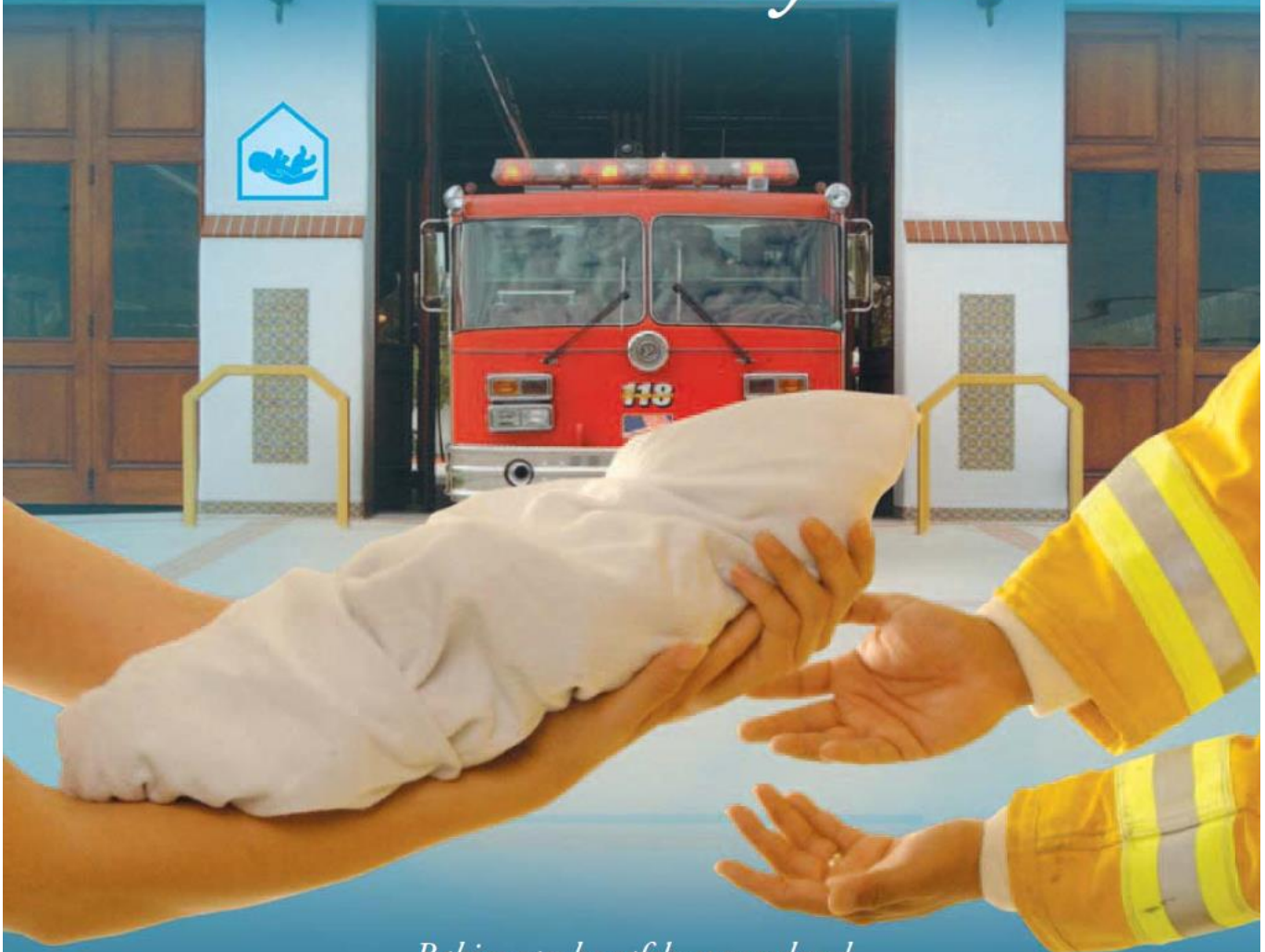
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

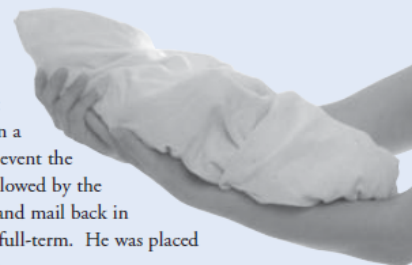
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

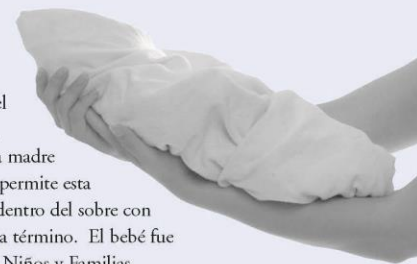
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**Title 2 ADMINISTRATION
Chapter 2.206**

DEFAULTED PROPERTY TAX REDCUTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

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- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance

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with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth 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

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13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected

Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or

other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held

confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or

Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is

made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or

Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. **ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs,

expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected

Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

COMPLIANCE WITH ENCRYPTION REQUIREMENTS CERTIFICATION

Contractor shall provide information about its encryption practices by completing this Exhibit L. By signing this Exhibit L, Contractor certifies that it shall be in compliance with the Los Angeles County Board of Supervisors Policy 5.200 (Contractor Protection of Electronic County Information) upon the Effective Date and during the term of the Agreement.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**cloud storage, Software-as-a-Service or SaaS*

Official's Name

Official's Title

Official's Signature

FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

M1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

M2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

M3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF
COPYRIGHT

(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU)

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of Los Angeles Agreement Number _____ for _____, dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____ for _____, dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

(To be Completed by County and attached to J1 and/or J2)

**REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH
COPYRIGHT BUREAU**

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20____, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of _____, the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

NOTARY PUBLIC

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)