



County of Los Angeles
**CHIEF EXECUTIVE OFFICE
OPERATIONS CLUSTER**

SACHI A. HAMAI
Chief Executive Officer

DATE: August 19, 2020
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: (415)655-0001**
TELECONFERENCE ID: 927075833

To join via phone, dial 1(415)655-0001, then press 927075833# , then press # when prompted for attendee number ****IF DIALING IN PLEASE CALL IN AT 1:45 P.M. TO FACILITATE PARTICIPANT CHECK-IN****

DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
Two (2) minutes are allowed for each item.

1. **Call to order – Rick Velasquez/Gevork Simdjian**
2. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
AUTHORIZATION TO PURCHASE NETWORK TELECOMMUNICATIONS SERVICES FROM AT & T CORPORATION
LACDA – Douglas Van Gelder, Information Technology Manager
 - B) Board Letter:
CONTRACT FOR MICROSOFT ENTERPRISE VOLUME LICENSING SERVICES WITH CRAYON SOFTWARE EXPERTS LLC
LACDA – Douglas Van Gelder, Information Technology Manager
 - C) Board Letter:
TEJON RANCH CASTAC WATER DISTRICT REORGANIZATION NO. 8 (KERN COUNTY)
CEO/ECONOMIC DEVELOPMENT – Allison Clark, Senior Manager, CEO

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- D) Board Letter:
LOS ANGELES COUNTY REGIONAL FINANCING AUTHORITY
RECOVERY ZONE FACILITY BONDS (FAIRPLEX PROJECT) SERIES
2010 AMENDMENTS TO INDENTURE OF TRUST
TTC – Keith Knox, Treasurer and Tax Collector
- E) Board Letter:
ADOPTION OF ORDINANCES AMENDING CHAPTERS OF TITLE 2-
ADMINISTRATION OF THE LOS ANGELES COUNTY CODE
CEO/CP – Matthew Diaz, Acting Manager
- F) Board Letter:
REQUEST TO AWARD AND EXECUTE CONTRACT WITH FIDELITY
INFORMATION SERVICES, LLC FOR COUNTYWIDE ELECTRONIC
PAYMENT PROCESSING SERVICES
ISD – Christie Carr, Contracts Division Manager
- G) Board Memo:
NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT
WITH KONNECH, INC. FOR POLLCHIEF
RR/CC – Dean Logan, Registrar-Recorder/ County Clerk

3. **PRESENTATION/DISCUSSION ITEMS:**

- A) PUBLIC FINANCE DIVERSITY AND INCLUSION INITIATIVE UPDATE
TTC – Keith Knox, Treasurer and Tax Collector

4. **Public Comment**
(2 minutes each speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

CEO/ CLASSIFICATION – COUNTYWIDE CLASSIFICATIONS TO
IMPLEMENT THE SEPTEMBER 15, 2020 ADOPTED BUDGET ALLOCATION
BOARD LETTER (FISCAL YEAR 2020-21)

DPH – SUNQUEST-SOLE SOURCE AGREEMENT FOR LABORATORY
INFORMATION SYSTEM SERVICES

DPH – SOLE SOURCE CONTRACT WITH LEXISNEXIS VITALCHECK
NETWORK INC. FOR RECORDS PAYMENT AND PROCESSING SYSTEM

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WDACS – SOLE SOURCE AGREEMENT EXTENSION WITH RTZ
ASSOCIATES, INC. FOR AREA AGENCY ON AGING GETCARE SYSTEM

AUDITOR/CONTROLLER – INCIDENTAL EXPENSE ORDINANCE CHANGES

AUDITOR/CONTROLLER – ANNUAL STATEMENT OF THE WILLIAM S.
HART ENDOWMENT AND INCOME FUNDS

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	8/19/2020	
BOARD MEETING	9/1/2020	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Los Angeles County Development Authority (LACDA)	
SUBJECT	Authorization to Purchase Network Telecommunications Services from AT&T Corporation	
PROGRAM	All Programs	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due to COVID-19 crisis, contract negotiations with Spectrum for Wide Area Network (WAN) and voice services came to a stop. As a result, Spectrum will be unable to construct a new WAN before the current service with AT&T ends on September 30, 2020. An 18-month extension with AT&T is necessary to maintain vital WAN and voice services to the agency.	
DEADLINES/ TIME CONSTRAINTS	Authorization is required before the LACDA's current AT&T service ends on September 30, 2020.	
COST & FUNDING	Total cost: \$303,600	Funding source: LACDA's Fiscal Year 2020-21 and 2021-22 Operating Budgets.
	TERMS (if applicable): 18 months	
	Explanation: No impact on the County General Fund. Funding for the Contract is included LACDA's Fiscal Year 2020-21 budget and will be included in future FY budgets.	
PURPOSE OF REQUEST	To extend existing AT&T service for Data (Virtual Private Network), Voice (IPFlex) and Managed Internet Services.	
BACKGROUND (include internal/external issues that may exist)	LACDA requires to extend network telecommunication services through AT&T for data, voice and Internet connectivity, as a sole source procurement as the LACDA continues to work with Spectrum to finalize a contract. The LACDA will utilize the network services from AT&T via a State-developed Master Services Agreement, known as California Integrated Information Network (CALNET) 3.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Douglas Van Gelder Information Technology Manager (626)586-1727 Douglas.VanGelder@lacda.org	



September 1, 2020

Honorable Board of Commissioners
Los Angeles County Development Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**AUTHORIZATION TO PURCHASE NETWORK TELECOMMUNICATIONS SERVICES
FROM AT&T CORPORATION
(ALL DISTRICTS) (3 VOTE)**

CIO RECOMMENDATION: (X) APPROVE

SUBJECT

This letter requests approval of 18-month Authorizations to Order Under State Contracts (ATOs) with AT&T Corporation (AT&T), to provide Wide Area Network services including: Data (Virtual Private Network), Voice (IPFlex) and Managed Internet Services for the Los Angeles County Development Authority (LACDA).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of Authorizations to Order Under State Contracts (ATOs) with AT&T is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Authorize the Acting Executive Director, or his designee, to execute 18-month ATOs and all related documents with AT&T to purchase network telecommunications services for the LACDA for \$276,000, and pool dollars for future consulting upgrades and enhancements in the amount of \$27,600, for a total of \$303,600, which includes all applicable Federal, State, and local charges.



700 West Main Street, Alhambra, CA 91801
Tel: (626) 262-4511 TDD: (626) 943-3898



Acting Executive Director: Emilio Salas
Commissioners: Hilda L. Solis, Mark Ridley-Thomas, Sheila Kuehl, Janice Hahn, Kathryn Barger

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to purchase telecommunication services for the LACDA's data, voice and Internet connectivity from AT&T. AT&T has provided these services for the LACDA since 2015, via a State-developed Master Services Agreement, known as California Integrated Information Network (CALNET) 3, which was established between the State of California (State) and AT&T for voice and data services. All local government entities in California wishing to utilize a CALNET 3 Contract must complete an ATO. The existing ATOs with AT&T expire on September 30, 2020.

In January 2020, the LACDA began negotiations with a new provider, Spectrum. Due to the COVID-19 crisis, contract negotiations with Spectrum came to a stop, and Spectrum will be unable to construct a new WAN before the current ATOs with AT&T end on September 30, 2020. The LACDA continues to negotiate with Spectrum for these services. To maintain vital WAN and voice services to the agency, the LACDA is requesting approval of additional 18-month ATOs to continue service from AT&T. During this 18-month period, the LACDA will continue contract negotiations with Spectrum.

The LACDA will continue to receive a complete suite of integrated voice, data, and Internet services at a competitive rate with invoicing and reporting capabilities, and a customized portal program for direct customer service solutions.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The eighteen-month ATO term will include \$276,000 to continue network telecommunication services, and \$27,600 in pool dollars for future service upgrades. The cost for services includes monthly service charges for data, voice, and Internet connectivity, along with the applicable Federal, State and local charges. The LACDA will use up to \$138,000 included in the LACDA's approved Fiscal Year 2020-2021 budget of the Contract. Funds for Fiscal Year 2021-2022 will be included through the LACDA's annual budget approval process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The 18-month ATOs will become effective after Board approval and will continue until March 31, 2022. The LACDA may terminate the ATOs by providing AT&T with thirty (30) calendar days of written notice of cancellation, as indicated in the ATO terms and conditions.

All local government entities in California wishing to utilize a CALNET 3 Contract must complete an ATO. In this case, the LACDA will continue to use the previously approved two ATOs: one for voice, and one for data and network. The CALNET 3 contract and ATOs deviate from the LACDA standard contract, and do not include all of the Board mandated terms and conditions, including but not limited to: Safely Surrendered Baby

Law, County Defaulted Property Tax Reduction Program, Termination for Improper Consideration, Jury Service Program, Determination of Proposer Responsibility, Compliance with County's Zero Tolerance Human Trafficking, Compliance with County of Los Angeles Policy of Equity and Compliance with Fair Change Employment Practices.

The State Department of Technology Services CALNET 3 Contract has been reviewed and approved as to form by County Counsel as well as the LACDA's Procurement and Risk Management Departments. It has been determined that the CALNET 3 Contract complies with all applicable laws, statues, rules, regulations, and order of the United States and the State of California.

The Chief Information Office (CIO) has reviewed this request and recommends approval. The CIO has determined that because this recommended action is an extension of existing telecommunication services and does not include any new technology-related matters, no formal CIO analysis is required. The ATOs are currently active with WAN services provided by AT&T and are attached in substantially final form (Attachment A).

ENVIRONMENTAL DOCUMENTATION

The proposed activities are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3), because they involve activities that will not have a physical impact on or result in any physical changes to the environment. These activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

The network telecommunication services, AT&T Virtual Private Network, Managed Internet Services, and Internet Protocol Flexible, are available by CALNET 3 through a competitive process. The LACDA is able to receive the discounted rate under the CALNET 3. The CALNET 3 is a comprehensive collection of integrated enterprise network services with AT&T. The CALNET 3 has ongoing and annual reviews of pricing and service functionality to ensure rates and services remain cost-effective and technologically competitive throughout the agreed term.

The procurement process was conducted in accordance with the LACDA's Procurement Policies and Procedures.

Honorable Board of Commissioners
September 1, 2020
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IMPACT ON CURRENT SERVICES AND PROJECTS

The purchase of these services from AT&T will continue to provide the LACDA with a complete suite of competitively priced integrated voice, data and Internet services, and increased connectivity to remotes sites enabling increased productivity and efficiency.

Respectfully submitted,

Reviewed by:

EMILIO SALAS
Acting Executive Director
Los Angeles County Development Authority

WILLIAM S. KEHOE
Chief Information Officer
County of Los Angeles

ES:KT:mr

Enclosure

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	8/19/2020	
BOARD MEETING	9/1/2020	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Los Angeles County Development Authority (LACDA)	
SUBJECT	Contract with Crayon Software Experts, LLC Purchase for Microsoft Enterprise Volume Licensing Services	
PROGRAM	All Programs	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	LACDA's current Microsoft Enterprise Agreement is valid through August 31, 2020 and requires new contract to maintain Microsoft licensing to the agency.	
COST & FUNDING	Total cost: \$935,716.98	Funding source: LACDA's Fiscal Year 2020-21 and 2021-22 Operating Budgets.
	TERMS (if applicable): The Contract term is three (3) years.	
	Explanation: No impact on the County General Fund. Funding for the contract is included LACDA's Fiscal Year 2020-21 budget and will be included in future FY budgets.	
PURPOSE OF REQUEST	This acquisition enables the LACDA to receive licenses and software assurance benefits for Microsoft products, with latest Microsoft software, including desktop, laptops and data center.	
BACKGROUND (include internal/external issues that may exist)	LACDA requires a new Microsoft agreement to continue software licensing for all its Microsoft products. LACDA is leveraging the same contract that ISD uses from the County of Riverside Microsoft Agreement #8084445, via California County Information Services Directors Association, available to California agencies statewide. The LACDA will utilize the services from Microsoft Corporation via Crayon Software Experts, LLC and execute Microsoft Enterprise Agreement Enrollment Forms with Microsoft Corporation to be included in the contract, as part of the Statement of Work.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Douglas Van Gelder Information Technology Manager (626)586-1727 Douglas.VanGelder@lacda.org	



September 1, 2020

Honorable Board of Commissioners
Los Angeles County Development Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**CONTRACT FOR MICROSOFT ENTERPRISE VOLUME LICENSING SERVICES
(ALL DISTRICTS) (3 VOTE)**

CIO RECOMMENDATION: (X) APPROVE

SUBJECT

This letter requests approval of a three-year Contract with Crayon Software Experts, LLC (Crayon), to provide Microsoft Enterprise Volume Licensing Services for the Los Angeles County Development Authority (LACDA).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of a Contract with Crayon is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Authorize the Acting Executive Director, or his designee, to execute, amend, and if necessary, terminate a three-year Contract and all related documents with Crayon for Microsoft Enterprise Volume Licensing Services, at a cost of \$277,381.44 for the first year, and \$286,635.18 per year for the second and third years, and pool dollars for unforeseen costs of \$85,065.18, for a total of \$935,716.98.



700 West Main Street, Alhambra, CA 91801
Tel: (626) 262-4511 TDD: (626) 943-3898



Acting Executive Director: Emilio Salas
Commissioners: Hilda L. Solis, Mark Ridley-Thomas, Sheila Kuehl, Janice Hahn, Kathryn Barger

3. Authorize the Acting Executive Director, or his designee, upon his determination and as necessary and appropriate under terms of the Contract, to amend the Contract to add or delete services and utilize pool dollars, and if necessary, terminate for convenience with Crayon.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve a Contract with Crayon for Microsoft Enterprise Volume Licensing Services, to enable the LACDA to receive licenses and software assurance benefits for Microsoft products.

The LACDA maintains Microsoft licenses to update its software needs for office computers, servers and community learning centers. The benefits of the Contract with Crayon include simplified license and compliance tracking, flexibility to upgrade to newer versions of software products, simplified budgetary planning, and unlimited web support.

The LACDA receives all licenses and rights immediately while being allowed to distribute payments over three years with no interest.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The three-year contract term will include \$850,651.80 to continue Microsoft Enterprise Volume Licensing services, and \$85,065.18 in pool dollars for unforeseen costs. The LACDA will use up to \$277,381.44 included in the LACDA's approved Fiscal Year 2020-2021 budget for the first year of the Contract. Funds for years two and three will be included through the LACDA's annual budget approval process. The maximum contract amount for all three years of the Contract will be \$935,716.98, including the pool dollars.

Crayon confirm that no California sales or use taxes applies because all products for this purchase will be digitally downloaded.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contract with Crayon and the Microsoft Enterprise Agreement have been reviewed by County Counsel. The Microsoft Enterprise Agreement is attached as Exhibit A-1 to the LACDA contract with Crayon, and if there is any conflict between the terms and conditions of the LACDA Contract and the terms and conditions of the County of Riverside Contract and Microsoft Enterprise Agreement, the LACDA Contract shall govern.

The Chief Information Office (CIO) has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment A).

ENVIRONMENTAL DOCUMENTATION

The proposed activities are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3), because they involve

activities that will not have a physical impact on or result in any physical changes to the environment. These activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

The Microsoft Enterprise Agreement will be purchased through Crayon under the County of Riverside Microsoft Agreement #8084445, via California County Information Services Directors Association (CCISDA). The CCISDA Enterprise Agreement was a formal Request for Proposals led by the County of Riverside in October 2019 to offer the lowest prices possible for State and local government customers in California statewide. Microsoft Corporation has only ten (10) selected Licensing Services Provider (LSP) partners who are qualified nationwide who can resell Microsoft Enterprise Volume for US Government licenses. The LACDA requested pricing utilizing the County of Riverside Microsoft Agreement and received four quotes from the approved Microsoft LSPs. Crayon offered the lowest quote and is being recommended for the contract award.

The County of Riverside Microsoft Agreement allows Government 2% pricing off of published reseller cost. The County of Los Angeles, Internal Service Department also leverages the County of Riverside Microsoft Agreement for all Microsoft software purchases for County Departments. The LACDA Procurement Unit has determined that the request for pricing amongst the County of Riverside Microsoft Agreement LSPs and purchase award process utilized by ISD was the most appropriate procurement process.

IMPACT ON CURRENT SERVICES AND PROJECTS

The Contract for Microsoft Enterprise Volume Licensing Services will improve the efficiency and effectiveness of the LACDA's administrative processes and maximize the return on the LACDA's technology investments.

Respectfully submitted,

Reviewed by:

EMILIO SALAS
Acting Executive Director
Los Angeles County Development Authority

WILLIAM S. KEHOE
Chief Information Officer
County of Los Angeles

ES:KT:mr

Enclosures



CONTRACT

BY AND BETWEEN

**LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY**

AND

CRAYON SOFTWARE EXPERTS, LLC

FOR

**MICROSOFT ENTERPRISE VOLUME LICENSING
SERVICES**

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STANDARD EXHIBITS

- Exhibit A – Statement of Work
- Exhibit B – Fee Schedule
- Exhibit C – LACDA’s Administration
- Exhibit D – Contractor’s Administration
- Exhibit E – Required Contract Forms and Certifications
- Exhibit F – Required Contract Provisions
- Exhibit G – Required Forms at the Time of Contract Execution

**CONTRACT BETWEEN
LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY
AND
CRAYON SOFTWARE EXPERTS, LLC
FOR
MICROSOFT ENTERPRISE VOLUME LICENSING SERVICES**

This Contract and Exhibits made and entered into this 1st day of September, 2020 by and between the Los Angeles County Development Authority, hereinafter referred to as the ("LACDA") and Crayon Software Experts, LLC, hereinafter referred to as the ("Contractor"). The LACDA and Contractor are herein referred to as collectively the ("Parties").

RECITALS

WHEREAS, the LACDA may contract with private businesses for Microsoft Enterprise Volume Licensing services when certain requirements are met;

WHEREAS, the Contractor is a private firm specializing in providing for Microsoft Enterprise Volume Licensing services;

WHEREAS, on October 22, 2019, the County of Riverside awarded ten statewide contracts, with Master Agreement No. 8084445 for Microsoft Enterprise Agreement software licenses for Riverside County and surrounding Government Agencies within California.

WHEREAS, on November 8, 2011, the Contractor is an authorized Microsoft reseller County of Riverside Agreement Number 8084445 and has the ability to sell products from Microsoft schedule to government entities.

WHEREAS, on August 11, 2020, the LACDA's Board of Commissioners ("Board") delegated authority for the LACDA's Executive Director, or duly authorized designee (hereinafter jointly referred to as the ("Executive Director")) to execute contracts for Microsoft Enterprise Volume Licensing services;

WHEREAS, the Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules, regulations, policies, procedures of the funding source, governing administration, and fiscal authorities; and all applicable law;

WHEREAS, the Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder;

WHEREAS, it is the intent of the Parties hereto to enter into Contract to provide Microsoft Enterprise Volume Licensing services, as set forth herein;

WHEREAS, the procurement performed by the County of Riverside was reviewed and in accordance with the LACDA's procurement policy;

WHEREAS, if there is any conflict between the terms and conditions of this Contract and the terms and conditions of the County of Riverside Contract and Microsoft Enterprise Agreement, this Contract shall govern; and

WHEREAS, the Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth.

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, and G 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 Contract and then to the Exhibits according to the following priority.

1.1 Standard Exhibits

- 1.1.1 Exhibit A - Statement of Work
- 1.1.2 Exhibit B - Fee Schedule
- 1.1.3 Exhibit C - LACDA's Administration
- 1.1.4 Exhibit D - Contractor's Administration

- 1.1.5 Exhibit E - Required Contract Forms and Certifications
 - Application for Exception and Certification Form for the Jury Service Program
 - Compliance with Fair Chance Employment Hiring Practices Certification
 - Contractor's EEO Certification
 - Defaulted Property Tax Reduction Program Certification
 - Familiarity with the County Lobbyist Ordinance Certification
 - Zero Tolerance Human Trafficking Policy Certification
- 1.1.6 Exhibit F - Required Contract Provisions
 - Contactor Employee Jury Service Ordinance
 - Defaulted Property Tax Reduction Program
 - IRS Notice 1015 – Earned Income Credit (EIC)
 - Lobbyist Ordinance
 - Safely Surrendered Baby Law
- 1.1.7 Exhibit G - Required Forms at the Time of Contract Execution
 - Contractor Acknowledgement and Confidentiality Agreement

This Contract and the Exhibits hereto constitute 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 Paragraph 8.1 - Amendments and signed by both Parties.

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following

words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

2.1.1 **Contract:** Agreement executed between the LACDA and Contractor.

It sets forth the terms and conditions for the issuance and performance of the Statement of Work in Exhibit A.

2.1.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the LACDA to perform or execute the work covered by the Statement of Work in Exhibit A.

3.0 WORK

3.1 Work Requirements

3.1.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A - Statement of Work, attached hereto and incorporated herein by reference.

3.1.2 The Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

3.1.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the LACDA.

4.0 TERM OF CONTRACT

4.1 Term

4.1.1 The term of this Contract shall commence on September 1, 2020 and shall remain in full force and effect until August 31, 2023 after execution by the LACDA's Executive Director, or designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.1.2 The Contractor shall notify the LACDA's Project Manager when this Contract is within three (3) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the LACDA's Project Manager at the address herein provided in Exhibit C - LACDA's Administration.

5.0 CONTRACT SUM

5.1 Total Contract Sum

The Maximum Amount of this Contract shall be Nine Hundred Thirty-Five Thousand Seven Hundred Sixteen and 98/100 dollars (\$935,716.98) ("Maximum Amount") for the term of this Contract, including Pool Dollars as set forth Paragraph 4.1 - Term, above. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by the Contractor.

5.1.1 Pool dollars

Exhibit B (Fee Schedule) includes the pool of dollars ("Pool Dollars") available under this Agreement for the purchase of additional consulting services for ongoing support, upgrades, unrelated to the scope of services, at the discretion of the LACDA, using an Amendment under Paragraph 8.1 (Amendments). The total amount of available Pool Dollars shall be decreased by each Amendment under Paragraph 8.1 (Amendments) and may only be increased by executing an Amendment in accordance with Paragraph 8.1 (Amendments).

5.2 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same

by any 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 occur only with the LACDA's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Amount under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Maryann Robles at the address herein provided in Exhibit C - LACDA's Administration.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against the LACDA 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 LACDA and shall immediately repay all such funds to the LACDA. Payment by the LACDA for services rendered after expiration/termination of this Contract shall not constitute a waiver of the LACDA's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the LACDA only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the LACDA under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Fee Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by

the LACDA. If the LACDA does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Fee Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the LACDA by the 30th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted to the following address: 700 W. Main Street, Alhambra, California 91801.

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

5.6 Intentionally Omitted.

5.7 Intentionally Omitted.

6.0 ADMINISTRATION OF CONTRACT – LACDA

6.1 LACDA's Administration

A listing of all LACDA Administration referenced in the following subparagraphs is designated in Exhibit C - LACDA's Administration. The LACDA shall notify the Contractor in writing of any change in the names or addresses shown.

6.2 LACDA's Project Manager

Responsibilities of the LACDA's Project Manager include:

6.2.1 Ensuring that the objectives of this Contract are met;

- 6.2.2 Providing direction to the Contractor in the areas relating to LACDA policy, information requirements, and procedural requirements;
- 6.2.3 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.2.4 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit D - Contractor's Administration. The Contractor shall notify the LACDA in writing of any change in the name or address of the Contractor's Project Manager.

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

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

The Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, which shall be visible when the Contractor or its staff is on LACDA's properties.

7.4 Background and Security Investigations

7.4.1 Each of the Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the LACDA in LACDA's sole discretion, shall undergo and pass a background investigation to the satisfaction of the LACDA as a condition of beginning and continuing to perform services under this

Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

7.4.2 If a member of the Contractor's staff does not pass the background investigation, the LACDA may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. The LACDA will not provide to the Contractor or to the Contractor's staff any information obtained through the LACDA's background investigation.

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

7.4.4 Disqualification of any member of the Contractor's staff pursuant to this Paragraph 7.4 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

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

7.5.2 The Contractor shall indemnify, defend, and hold harmless the LACDA, 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 Paragraph 7.5, as determined by the LACDA in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the LACDA. Notwithstanding the preceding sentence, the LACDA 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 LACDA with a full and adequate defense, as determined by the LACDA in its sole judgment, the LACDA shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the LACDA in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the LACDA without LACDA's prior written approval.

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

7.5.4 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", a copy, which is attached in Exhibit G – Required Forms at the Time of Contract Execution, Contractor Acknowledgement and Confidentiality Agreement

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Maximum Amount, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and Executive Director, or designee.
- 8.1.2 The LACDA's Board or Executive Director may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The LACDA reserves the right to add and/or change such provisions as required by the LACDA's Board or Executive Director. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and Executive Director.
- 8.1.3 The Executive Director may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and Executive Director or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the LACDA of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the LACDA of pending acquisitions/mergers, then it should notify the LACDA of the actual acquisitions/mergers as soon as the law allows and provide to the LACDA the legal framework that restricted it from notifying the LACDA 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 LACDA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the LACDA consent shall require a written amendment to the Contract, which is formally approved and executed by the Parties. Any payments by the LACDA to any approved delegate or assignee on any claim under this Contract shall be deductible, at the LACDA's sole discretion, against the claims, which the Contractor may have against the LACDA.

8.2.3 Shareholders, partners, members, or other equity holders of the 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 the 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 LACDA 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 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 the LACDA'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, the LACDA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority

to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the LACDA's Board adopts, in any fiscal year, a LACDA Budget which provides for reductions in the salaries and benefits paid to the majority of the LACDA employees and imposes similar reductions with respect to LACDA Contracts, the LACDA 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 LACDA's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Compliance with Applicable Laws

In the performance of this Contract, the 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 Compliance with Civil Rights Laws

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

Contractor shall comply with the Contractor's EEO Certification, a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

8.6.2 The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract.

8.6.3 The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

8.7 Compliance with the County Policy of Equity

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

8.8 Compliance with County's Zero Tolerance Policy on Human Trafficking

- 8.8.1 The Contractor acknowledges that the LACDA has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 8.8.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the LACDA shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. The LACDA will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.8.3 Disqualification of any member of the Contractor's staff pursuant to this paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.9 Compliance with Fair Chance Employment Practices

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the LACDA may, in its sole discretion, terminate the Contract.

8.10 Compliance with Jury Service Program

8.10.1 Jury Service Program

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

8.10.2 Written Employee Jury Service Policy

A. Unless the Contractor has demonstrated to the LACDA'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.

- B. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the LACDA or a subcontract with a Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more LACDA 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 LACDA, 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 LACDA under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.

- C. 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 LACDA 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 LACDA may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the LACDA’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 Jury Service Program.
- D. The Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the LACDA may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future LACDA contracts for a period of time consistent with the seriousness of the breach.

8.11 Conflict of Interest

8.11.1 No LACDA employee whose position with the LACDA 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 LACDA’s approval, or ongoing evaluation, of such work, or in any

way attempt to unlawfully influence the LACDA's approval or ongoing evaluation of such work.

8.11.2 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 LACDA. 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.

8.12 Consideration of Hiring LACDA 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 LACDA or County employees who are targeted for layoff or qualified, former LACDA or County employees who are on a re-employment list during the life of this Contract.

8.13 Consideration of Hiring GAIN-GROW Participants

8.13.1 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 ("DPSS") Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The LACDA 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.

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

8.14 Contractor's Acknowledgement of LACDA's Commitment to the Safely Surrendered Baby Law

8.14.1 The Contractor acknowledges that the LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the LACDA's policy to encourage all LACDA contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit F – Required Contract Provisions, 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.

8.14.2 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit F – Required Contract Provisions, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.15 Intentionally omitted.

8.16 Contractor Responsibility and Debarment

8.16.1 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 LACDA's policy to conduct business only with responsible Contractors.

8.16.2 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 LACDA acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the LACDA 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 LACDA 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 LACDA.

8.16.3 Non-Responsible Contractor

The LACDA 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 LACDA or a nonprofit corporation created by the LACDA, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the LACDA, any other public entity, or a nonprofit corporation created by the LACDA, 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 LACDA or any other public entity.

8.16.4 Contractor Hearing Board

A. If there is evidence that the Contractor may be subject to debarment, the LACDA 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.

- B. 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 LACDA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- C. 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.
- D. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The LACDA 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 LACDA.

- E. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- F. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.16.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of the LACDA Contractors.

8.17 Contractor's Warranty of Adherence to LACDA's Child Support Compliance Program

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

economic burden otherwise imposed upon the LACDA and its taxpayers.

8.17.2 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).

8.18 Counterparts and Electronic Signatures

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

8.19 Damage to LACDA Facilities, Buildings or Grounds

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

8.19.2 If the Contractor fails to make timely repairs, the LACDA may make any necessary repairs. All costs incurred by the LACDA as

determined by the LACDA, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.20 Employment Eligibility Verification

8.20.1 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.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the LACDA, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the LACDA 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.

8.21 Intentionally Omitted.

8.22 Facsimile Representations

The LACDA 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 prepared pursuant to paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the Parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.23 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 LACDA 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 LACDA may be found jointly or solely liable.

8.24 Intentionally Omitted.

8.25 Force Majeure

8.25.1 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 sub-paragraph as "force majeure events").

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

8.25.3 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.

8.26 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 and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.27 Indemnification

The Contractor shall indemnify, defend and hold harmless the LACDA, County, and its Special Districts, elected and appointed officers, employees, agents and volunteers ("LACDA 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 LACDA Indemnitees.

8.28 Independent Contractor Status

8.28.1 This Contract is by and between the LACDA 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 LACDA 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.

8.28.2 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 LACDA 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.

8.28.3 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 LACDA. 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.

8.28.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.29 Liquidated Damages

8.29.1 If, in the judgment of the Executive Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Director, or 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 LACDA, will be forwarded to the Contractor by the Executive Director, or designee, in a written notice describing the reasons for said action.

8.29.2 If the Executive Director, or designee, determines that there are deficiencies in the performance of this Contract that the Executive Director, or designee, deems are correctable by the Contractor over a certain time span, the Executive Director, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct

deficiencies within said time frame, the Executive Director, or designee, may:

- A. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- B. Deduct liquidated damages. The Parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The Parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred and 00/100 Dollars (\$100.00) per day per infraction, or as specified in the Performance Requirements Summary ("PRS") Chart, as defined in Appendix B (Statement of Work Exhibits), hereunder, and that the Contractor shall be liable to the LACDA for liquidated damages in said amount. Said amount shall be deducted from the LACDA's payment to the Contractor; and/or
- C. Upon giving five (5) days-notice to the Contractor for failure to correct the deficiencies, the LACDA may correct any and all deficiencies and the total costs incurred by the LACDA for completion of the work by an alternate source, whether it be LACDA forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the LACDA, as determined by the LACDA.

8.29.3 The action noted in sub-paragraph 8.29.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the LACDA cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.29.4 This sub-paragraph shall not, in any manner, restrict or limit the LACDA's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.29.2, and shall

not, in any manner, restrict or limit the LACDA's right to terminate this Contract as agreed to herein.

8.30 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 LACDA.

8.31 Nondiscrimination and Affirmative Action

8.31.1 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.

8.31.2 The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification, a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

8.31.3 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.

8.31.4 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.

8.31.5 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.

8.31.6 The Contractor shall allow LACDA representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of Paragraph 8.31 when so requested by the LACDA.

8.31.7 If the LACDA finds that any provisions of this Paragraph 8.31 have been violated, such violation shall constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract. While the LACDA reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the LACDA that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.32 Non Exclusivity

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

8.33 Notice of Delays

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

8.34 Notice of Disputes

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

8.35 Notice to Employees Regarding the Federal Earned Income Credit

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

8.36 Notices

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

Division Director, or designee shall have the authority to issue all notices or demands required or permitted by the LACDA under this Contract.

8.37 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the LACDA 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.

8.38 Public Records Act

8.38.1 Any documents submitted by the Contractor; all information obtained in connection with the LACDA's right to audit and inspect the Contractor's documents, books, and accounting records pursuant Section 8.41 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the solicitation used for this Contract, become the exclusive property of the LACDA. 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 LACDA 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.

8.38.2 In the event the LACDA 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 bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the LACDA from all costs and expenses,

including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.39 Publicity

8.39.1 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 LACDA shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- A. The Contractor shall develop all publicity material in a professional manner; and
- B. 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 LACDA without the prior written consent of the LACDA's Project Manager. The LACDA shall not unreasonably withhold written consent.

8.39.2 The Contractor may, without the prior written consent of the LACDA, indicate in its bids and sales materials that it has been awarded this Contract with the LACDA, provided that the requirements of this Section 8.39 shall apply.

8.40 Quality Assurance Plan

8.40.1 The LACDA 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 LACDA 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 LACDA reports. The report to the Board will include improvement/corrective action measures taken by the LACDA and

the Contractor. If improvement does not occur consistent with the corrective action measures, the LACDA may terminate this Contract or impose other penalties as specified in this Contract.

8.40.2 A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the LACDA in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

8.41 Record Retention and Inspection/Audit Settlement

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

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

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

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

8.42 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.

8.43 Intentionally Omitted.

8.44 Subcontracting

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

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

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

8.44.3 The Contractor shall indemnify and hold the LACDA 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.

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

8.44.5 The LACDA's consent to subcontract shall not waive the LACDA'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 LACDA right.

8.44.6 The LACDA's Project Manager is authorized to act for and on behalf of the LACDA with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the

LACDA, Contractor shall forward a fully executed subcontract to the LACDA for their files.

8.44.7 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 LACDA's consent to subcontract.

8.44.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the LACDA from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the individual identified in Paragraph 8.36 - Notices before any Subcontractor employee may perform any work hereunder.

8.45 Time Off For Voting

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

8.46 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.

8.47 Waiver

No waiver by the LACDA of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the LACDA 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 Paragraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 Warranty Against Continent Fees

8.48.1 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.

8.48.2 For breach of this warranty, the LACDA 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.

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

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

8.49.2 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 Los Angeles County Code Chapter 2.206.

8.50 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 Paragraph 8.49 "Warranty of Compliance with County's Defaulted

Property Tax Reduction Program” shall constitute default under this contract. Without limiting the rights and remedies available to the LACDA under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which the LACDA may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

9.0 INSURANCE

Without limiting Contractor's indemnification of LACDA Indemnitees, 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 Section 9 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 LACDA 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.

9.1 Insurance Coverage

9.1.1 Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as an additional insured, with limits of not less than:

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

9.1.2 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.

- 9.1.3 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.

9.2 Additional Unique Insurance Coverage

- 9.2.1 Intentionally Omitted.

- 9.2.2 Intentionally Omitted.

- 9.2.3 Intentionally Omitted.

- 9.2.4 Intentionally Omitted.

- 9.2.5 Technology Professional Liability Errors & Omissions Insurance

Insurance appropriate to the Contractor's profession and work hereunder for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Insurance shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security, coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9)

marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million per occurrence. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- a. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the LACDA in the care, custody, or control of the Contractor. If not covered under the Contractor’s liability policy, such “property” coverage of the LACDA may be endorsed onto the Contractor’s Cyber Liability Policy as covered property as follows:
- b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the LACDA that will be in the care, custody, or control of Contractor.
- c. The Insurance obligations under this agreement shall be the greater of (1) all the Insurance coverage and limits carried by or available to the Vendor; or (2) the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the LACDA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the LACDA requires and shall be

entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LACDA..

9.2.6 Privacy/Network Security (Cyber) Liability

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; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

9.2.7 Intentionally Omitted.

9.3 Certificate of Insurance Coverage:

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

9.3.2 Renewal Certificates shall be provided to the LACDA not less than ten (10) days prior to Contractor's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

9.3.3 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.

9.3.4 Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LACDA required endorsement forms.

9.3.5 Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying 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.

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

Los Angeles County Development Authority
Administrative Services Division/Procurement Unit
700 W. Main Street, Alhambra, CA 91801
Attention: Maryann Robles, IT Procurement Analyst

9.4 Notices of Injury or Damage or Destruction

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

9.5 Additional Insured Status and Scope of Coverage

The LACDA 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 LACDA. The LACDA 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 LACDA. The full policy limits and scope of protection also shall apply to the LACDA and its Agents as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

9.6 Cancellation of or Change to Maintain Insurance

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

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

9.8 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 Contractor. Any LACDA maintained insurance or self-

insurance coverage shall be in excess of and not contribute to any Contractor coverage.

9.9 Insurance Specifics

9.9.1 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 LACDA under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9.9.2 Sub-Contractor Insurance Coverage Requirements

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

9.9.3 Deductibles and Self-Insured Retentions (SIRs)

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

9.9.4 Claims Made Coverage

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

9.9.5 Application of Excess Liability Coverage

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

9.9.6 Separation of Insureds

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

9.9.7 Alternative Risk Financing Programs

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

9.10 LACDA Review and Approval of Insurance Requirements

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

10.0 TERMINATION

10.1 {PRIVATE }Termination for Convenience

10.1.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the LACDA, in its sole

discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- A. After receipt of a notice of termination and except as otherwise directed by the LACDA, the Contractor shall:
- B. Stop work under this Contract on the date and to the extent specified in such notice, and
- C. Complete performance of such part of the work as shall not have been terminated by such notice.

10.1.2 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 Paragraph 8.41 - Record Retention and Inspection/Audit Settlement.

10.2 {PRIVATE }Termination for Default

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

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

10.2.2 In the event that the LACDA terminates this Contract in whole or in part as provided in sub-paragraph 10.2.1, the LACDA may procure, upon such terms and in such manner as the LACDA may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the LACDA for any and all excess costs incurred by the LACDA, as determined by the LACDA, 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 sub-paragraph.

10.2.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 10.2.2 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 LACDA 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 sub-paragraph 10.2.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

10.2.4 If, after the LACDA has given notice of termination under the provisions of this Paragraph 10.2, it is determined by the LACDA that the Contractor was not in default under the provisions of this Paragraph 10.2, or that the default was excusable under the provisions of sub-paragraph 10.2.3, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 10.1 - Termination for Convenience.

10.2.5 The rights and remedies of the LACDA provided in this Paragraph 10.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.3 {PRIVATE }Termination for Improper Consideration

10.3.1 The LACDA 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 LACDA 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 LACDA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10.3.2 The Contractor shall immediately report any attempt by a LACDA officer or employee to solicit such improper consideration. The report shall be made either to the LACDA manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

10.4 {PRIVATE }Termination for Insolvency

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

- A. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- B. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- C. The appointment of a Receiver or Trustee for the Contractor; or
- D. The execution by the Contractor of a general assignment for the benefit of creditors.

10.4.2 The rights and remedies of the LACDA provided in this Paragraph 10.4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.5 { PRIVATE } Termination for Non-Adherence of County Lobbyist Ordinance

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

10.6 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the LACDA shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the LACDA's future fiscal years unless and

until the LACDA's Board appropriates funds for this LACDA in the LACDA'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 LACDA shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

11.0 UNIQUE TERMS AND CONDITIONS

11.1 Data Destruction

11.1.1 Contractor(s) and vendor(s) that have maintained, processed, or stored the LACDA data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

11.1.2 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 LACDA, or external to the LACDA's boundaries. The LACDA must receive within ten (10) business days, a signed document from Contractor(s) and vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

11.1.3 The Vendor shall certify that any LACDA data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology ("NIST") Special

Publication SP-800-88, Guidelines for Media Sanitization. The Vendor shall provide the LACDA with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all LACDA data was destroyed and is unusable, unreadable, and/or undecipherable.

11.2 Ownership of Materials, Software and Copyright

11.2.1 The LACDA shall be the sole owner of all right, title and interest, in and to all plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the LACDA all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

11.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. LACDA shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

11.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the LACDA's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

11.2.4 The LACDA will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The LACDA agrees not to reproduce, distribute or disclose to non-LACDA or non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

11.2.5 Notwithstanding any other provision of this Contract, the LACDA will not be obligated to the Contractor in any way under Paragraph 11.2 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 11.2.3 or for any disclosure which the LACDA is required to make under any state or federal law or order of court.

11.2.6 All the rights and obligations of this Paragraph 11.2 shall survive the expiration or termination of this Contract.

11.3 Patent, Copyright and Trade Secret Indemnification

11.3.1 The Contractor shall indemnify, hold harmless and defend the LACDA from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. The LACDA 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.

11.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that the LACDA'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 the LACDA's continued use of the system is not materially impeded, shall either:

- A. Procure for the LACDA 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.

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

[Signatures on the following page]

SIGNATURES

IN WITNESS WHEREOF, the LACDA and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

CONTRACTOR:
CRAYON SOFTWARE EXPERTS, LLC

By _____
Ken Pharr
VP of Finance and Operations

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY

By _____
Emilio Salas
Acting Executive Director

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By _____
Behnaz Tashakorian
Principal Deputy County Counsel

By _____
Becky Yee
Acting Director

EXHIBIT A

STATEMENT OF WORK

**EXHIBIT A
STATEMENT OF WORK
FOR
MICROSOFT ENTERPRISE VOLUME LICENSING SERVICES**

1.0 SCOPE OF WORK

The Los Angeles County Development Authority (LACDA) is the County's affordable housing and community development agency. The LACDA helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The LACDA maintains many administrative buildings and 68 housing developments that include over 3,229 residential units within the County of Los Angeles.

The LACDC is seeking a Microsoft Large Account Reseller contractor to provide Microsoft Enterprise Volume Licensing services.

2.0 GENERAL REQUIREMENTS

- 2.1** The Contractor shall be a Microsoft Large Account Reseller for Microsoft.
- 2.2** The Contractor shall be the Microsoft reseller to the LACDA, to provide the LACDA Enterprise Agreement (EA) Enrollment for all products ordered and referenced in Exhibit A-1, Microsoft Enterprise Enrollment Forms. The Agreement structure shall include Enterprise Enrollment.
- 2.3** The Contractor shall provide lead personnel that can communicate in English.

3.0 SPECIFIC WORK REQUIREMENTS

- 3.1** The Contractor shall supply the LACDA with Microsoft Enterprise Agreement enrollment including the following:
 - Office 365 for Government component Online Services– Corresponding Online Services Mapping
 - Exchange Online including Archiving for Exchange Server
 - Lync Online
 - SharePoint Online
 - Office 365 ProPlus
 - Windows Desktop including
 - Windows Enterprise Operating System (OS) Upgrade
 - Windows VDA Plus USL
 - Enterprise Products and Enterprise Online Services for Microsoft Desktop Optimization Pack Microsoft Desktop Optimization Pack (MDOP)
 - Enterprise Mobility Suite from Software Assurance (SA)

- 3.2** The Contractor shall provide the products and services referenced in Exhibit B, Fee Schedule.
- 3.3** The LACDA shall have automatically access to the Microsoft website portal for the latest software and technologies with SA.
- 3.4** The LACDA shall track purchases centrally and manage licenses with online management tools via the Microsoft website portal.
- 3.5** The LACDA shall manage licensing throughout the life of the agreement with the help of a Microsoft Certified Partner or representative.
- 3.6 Basis Terms**
 - 3.7.1** The LACDA shall have a three (3) year term and structure period, which will allow the LACDA to take greater flexibility in managing technology expenditures with the option to make three (3) annual payments instead of one up-front payment.
 - 3.7.2** The LACDA shall true-up, given the flexibility to add cloud services, software, users, and devices to the EA when needed, at pre-agreed terms and pricing, without having to report or order each time. The True-up is an annual inventory of products, services, users and devices added during the year.
 - 3.7.3** The LACDA shall automatically gain access to new software versions of licensed products as soon as they are released, and for no additional cost through the SA benefits.
 - 3.7.4** The LACDA shall have Step-ups, to upgrade from a lower- to a higher-level edition at a low cost. Rather than pay full costs for the higher-level software edition, Step-ups allows the LACDA to pay only the pricing difference and still take advantage of enhanced features and technologies with premium editions.
- 3.8 Enrollments**
 - 3.8.1 Enterprise Enrollment**
 - 3.8.1.1** The LACDA shall have Enterprise Enrollment which allows to standardize broadly on the latest versions of Office, Windows, and/or Client Access License (CAL) Suites and/or Microsoft 365 (M365), which includes Office 365, Windows 10 Enterprise, and Enterprise Mobility and Security.
 - 3.8.1.2** The LACDA shall receive a range of benefits, including best pricing and terms, user/device or hybrid licensing options, and simplified license management.
 - 3.8.1.3** The LACDA shall have the option to choose to deploy cloud services and/or on-premises software across the LACDA.
 - 3.8.1.4** The LACDA shall have the flexibility to maintain a mix of on-premises and online services to suit user needs, and can move from on-premises licensing to equivalent online services such as the Enterprise Cloud Suite as organization priorities change.

3.8.1.5 The LACDA shall have Enterprise Enrollment products and platforms that include on-premises license for Microsoft's core PC and device products, namely Windows OS. With the EA, Enterprise Products must be licensed on an organization-wide basis and may be ordered as separate products, or in groups of products known as the Enterprise Platform.

- All Windows OS licenses provided under the EA are upgrade licenses. This means the LACDA will need a base Windows OS license on those devices for which the LACDA plans to use a Windows upgrade license. The LACDA can choose to upgrade to Windows Enterprise OS.
- With either Desktop Platform, the LACDA may add the Microsoft Desktop Optimization Pack (MDOP) to help streamline deployment and device management.

3.8.2 EA Subscription Enrollment

3.8.2.1 The LACDA shall have Subscription Enrollment option to subscribe to, rather than buy, Microsoft product licenses.

The LACDA will gain access to Microsoft software only for as long as the LACDA maintains its subscription. If the LACDA decides not to renew, the LACDA will relinquish its rights to run the software, unless it chooses to acquire perpetual licenses through the Enrollment's buy out option.

3.8.2.2 Cloud Services

The LACDA may add to the EA using the standard purchasing process, or as in the case of Office 365 and EMS, by moving users from Enterprise Products to comparable Enterprise Online services.

- **Enterprise Online Services**

- These are services in the Microsoft Product List available via the Microsoft website, <http://www.microsoft.com/licensing/>. These typically fall in line with existing on-premises Enterprise Products so that the two may be through of as equivalents when satisfying organization-wide licensing commitments and establishing volume pricing levels.
- With the EA, the LACDA can move select on-premises licenses (Enterprise Products) to comparable cloud services (Enterprise Online Services) over the life of the EA.
- If at a future date the LACDA wishes to move users back to on-premises software bought through the

LACDAs Enterprise Enrollment, the LACDA may do so under the program's guidelines.

- Additional Online Services
 - These are services in the Microsoft Product List, <http://www.microsoft.com/licensing/>.
 - Additional Online Services include an array of cloud platform and services which the LACDA may buy through the Enrolments as needed.

3.9 Software Assurance

3.9.1 The LACDA's SA includes with the EA and provides set of technologies, services, and rights to help deploy, manage, and use Microsoft products efficiently, and SA keeps the LACDA up to date and ready to respond quickly to changes, new challenges, and opportunities.

3.9.2 The LACDA's key advantage of the SA include:

- Rights to new software releases and cost-efficient upgrades to help reduce software and services costs.
- Structured consulting engagements to plan for deployment of new, on-premises and cloud-based IT initiatives and includes the following deployment and management:
 - Planning services
 - Microsoft Desktop Optimization Pack (MDOP)
 - Windows SA per User Add-on
 - Windows Virtual Desktop Access Rights
 - Windows RT Companion VDA Rights
 - Windows To Go Use Rights
 - Windows Roaming Use Rights
 - Windows Thin PC
 - Windows 8.1 Enterprise Sideload
 - Enhanced Edition Benefits Windows/Windows Embedded
 - Enterprise Source Licensing Program
 - License Mobility Through SA
 - Passive Secondary Instance for SQL Server
 - Office Multi-Language Pack
 - Office Roaming Use Rights
- Access to unique technologies and use rights to help support improved operational efficiency.
- Instructor-led technical training for IT pros and online learning and end-users to boost productivity and includes:
 - Training Vouchers
 - Online E-Learning
 - Home User Program
- Support includes
 - 24x7 Problem Resolution Support
 - Extended Hotfix Support
 - System Center Global Service Monitor

- Back-up for Disaster Recovery
- 3.9.3 The LACDA shall need to claim its SA benefits through the Volume Licensing Service Center (VLSC) as referenced in section 3.10.4.

3.9.4 Software Assurance Credit

- Credit is applied in terms of a discounted price to the SA under the new order, a Customer (direct model) or Channel (indirect model), Price Sheet from Microsoft is required; furthermore, SA credit is not programmatic.
- Requirements
 - EA Enrollments (perpetual licenses) only
 - Microsoft must pre-approve
 - Must have at least one month of credit
 - Credit is applied for same products/versions only
 - Credit cannot exceed 35 months
 - Only SA is credited; license payments are not prorated
 - No termination of original/initial SA obligations
- How it works
 - Microsoft-generated CPS documents pricing
 - Amendment required for indirect Enterprise Agreement Enrollments
 - Software Assurance prorated monthly based on new SA net price (after discounts if any)
 - All credit is applied to year 1 on a per-product basis
 - Any credit in excess of zero unit price year 1 is applied to year 2 and subsequently to year 3 if applicable

3.9.5

3.10 Managing EA

- 3.10.1 The LACDA shall have option to adding cloud services and products throughout the EA term and may adjust Microsoft on-premises software and cloud services licenses in two ways:
 - If add new users or devices, the LACDA can equip them with software and cloud services that are already using and then account for these changes at the next agreement anniversary through an annual reconciliation process – True-up.
 - If the LACDA wants new products or cloud services, the LACDA can order these through the Microsoft Reseller at any time during the agreement.
- 3.10.2 The LACDA shall have Software Asset Management (SAM) to control costs and optimize software investment. The Microsoft SAM site provides a SAM optimization kits, links to several SAM self-service tools to assist with deployment discovery and a list of Microsoft Certified SAM Partners whom the LACDA can contact directly, should the LACDA wish to have experts help devise and implement a SAM plan.
- 3.10.3 The LACDA shall track CALs and/or M365 via the Microsoft Assessment Planning (MAP) Toolkit, which features an IT-based

Software Usage tracker functionality which provides usage reports for the following server products: Windows Server, Exchange Server, SQL Server, SharePoint Server, and System Center Configuration Manager. The Software Usage Tracker provides the LACDA with a view of the actual server usage, which can be valuable for comparing with the purchased CALs and/or M365, or for True-up and agreement renewal.

- 3.10.4 Product fulfillment through the Volume Licensing Service Center (VLSC)
 - Primary location for Microsoft Volume Licensing to view licensing information, download Microsoft software and manage Volume License benefits and subscriptions.
 - Includes a notification area for site alerts, a Volume Licensing news and announcement section, and links to key tasks
 - Helps to manage EA purchases with
 - Licensing Summary – use VLSC to view current and past Microsoft License Statements across programs and agreements.
 - Relationship Summary – includes a reports that shows all Volume Licensing agreements associated to a user's profile, and can also view further details about offerings, contacts, licenses, and purchase orders. The Relationship Summary provides a consolidated summary of all Volume Licensing IDs associated with the user's Windows Live ID when accessing VLSC.
- 3.10.5 Downloads – Secure user interface to use VLSC to find the product, based on licensing entitlements.
- 3.10.6 Product Keys
 - Request product keys for the Windows OS.
 - Enables retrieval of volume license keys for all Microsoft licensed products.
 - Access to technical support.
- 3.10.7 SA Benefits Summary
 - View the SA benefits across all agreements associated to a user's profile.
 - Includes the total eligible quantity of benefits across all agreements, benefits that have not yet been used, and benefits that have not yet been activated.
- 3.10.8 Online Services – Access details about Microsoft Online Services subscriptions and how to manage them.
- 3.10.9 Subscriptions – Access details and management tools for Microsoft Developer Network (MSDN) subscriptions.
- 3.10.10 Help – Access information about the VLSC site, an FAX, and contact details for the Support Center.
- 3.10.11 The LACDA can manage Cloud Services by using the following:

- Microsoft Account for Organizations Portal to administer Office 365, Microsoft Intune, EMS, and Dynamics CRM subscriptions. This consolidated portal allows viewing online services subscriptions license as well as provision and manage individual user accounts and administrative privileges (for example manage domain re-delegation, directory synchronization, and single sign-on).
 - Microsoft Azure Enterprise Portal to manage accounts, configure rules and settings for various Microsoft Azure services, and generate reports.
 - Microsoft System Center to manage both public and private Microsoft cloud implementations. System Center's comprehensive management capabilities enable to monitor and manage the entire IT infrastructure stack from traditional physical servers, virtualized servers, virtual machines, running workloads, and all the way up to service-based cloud components.
- 3.10.12 The LACDA shall manage its EA by using SA referenced in Section 3.9.
- 3.10.13 The LACDA shall manage its EA over its life term to equip additional hardware, devices, or users with software and online services already licensed, and then account for these changes through an annual **True-up** reconciliation process. Enterprise Subscription Enrollment annual reconciliation process is through an Annual Order, which can have increase or decrease of license subscription counts.
- Once a year, the LACDA will be asked to reconcile EA licenses to account for the total number of licenses added in the previous 12 months.
 - An order will be placed (or an Update Statement submitted) that reconciles all the qualified devices, users, and processor units added or used by the LACDA organization over the course of the year.
 - Annual reconciliation order (update Statement) is due 30 to 60 days prior to Enrollment anniversary, which helps Microsoft ensure the LACDA is taking advantage of allowable license transitions or license reductions before issuing annual invoice.
 - Work with Microsoft Account Representative or Partner to submit renewal order 30 days before agreement term ends in order to avoid losing valuable licensing rights, continuity of cloud services, and other benefits.
- 3.10.14 The LACDA shall manage its EA by reviewing options for renewing enrollments at the end of the last year enrollment term.
- Option to renew for another cycle.

- Beyond initial agreement, renewal pricing for on-premises software license is based on SA only – a moderate percentage of Enterprise Pricing for on-premises licenses.
- Enterprise Subscription Enrollment differs in that renewal pricing for on-premises software licenses is based on license plus SA .
- Buyout option exists for customer who want to retain perpetual rights to previously licensed on-premises software.

3.11 Resources

- 3.11.1 The LACDA shall have access to online management tools and information via the Microsoft website Volume Licensing Service Center (reference Section 3.10.4) and SA (reference Section 3.9)
- 3.11.2 The LACDA shall have access in buying, renewing, or adding products and services to the EA, by contacting Microsoft Authorized Enterprise Software Advisor (ESA) or Licensing Solutions Provider (LSP).
- 3.11.3 The LACDA as a government organization shall have additional Volume Licensing programs available, which may include additional partner and pricing advantages on the Microsoft Volume Licensing website.
- 3.11.4 The LACDA shall learn more information on the Microsoft website for the following:
- Microsoft Volume Licensing,
 - Microsoft Online Services
 - SA
 - Microsoft Volume Licensing Service Center
 - Payment Solutions

4.0 RESPONSIBILITIES

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

LACDA

4.1 LACDA Contract Administrator

- 4.1.1 The LACDA Contract Administrator shall prepare amendments to the Contract in accordance with Section 8.1 (Amendments) in the Contract.
- 4.1.2 The LACDA shall monitor the Contractor's performance in the daily operation of this Contract.
- 4.1.3 The LACDA shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.

Contractor

4.2 Project Manager

- 4.2.1 The Contractor's Project Manager shall act as a central point of contact with the LACDA, and shall have full authority to act for the Contractor on all matters relating to the daily tasks specified in Section 3.0 – Specific Work Requirements in this Statement of Work. Project Manager shall be able to effectively communicate, in English, both orally and in writing.
- 4.2.2 The Contractor shall provide a Microsoft Enterprise contact support number to get 24x7 technical support, planning services, end-user and technical training with SA.

4.3 Assigned Staff

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.

4.4 Uniform

The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the Contractor's company name.

4.5 Staff Identification

- 4.6.1 The Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor's Staff Identification, of the Contract.
- 4.6.2 The Contractor's employees must wear visible identification when working under the Contract on LACDA property.
- 4.6.3 The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

4.7 Material and Equipment

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

4.8 Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment

shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

4.9 Contractor's Office

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

4.10 Periodic Meetings

Contractor is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

5.0 HOURS / DAYS OF WORK

The LACDA office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. The LACDA offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Cesar E. Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Note: Holidays that fall on a Saturday are observed on the previous Friday and holidays that fall on a Sunday are observed on the following Monday.

6.0 WORK SCHEDULES

The Contractor shall submit for review and approval a work schedule for each facility to the LACDA within ten (10) days prior to starting work. The work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon, and the tasks to be performed.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. The revisions shall be submitted to the LACDA for review and approval within five (5) working days prior to scheduled time for work.

7.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the LACDA a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the LACDA for review. The plan shall include, but not be limited to the following:

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

8.0 QUALITY ASSURANCE PLAN

As specified in Section 8.40 (Quality Assurance Plan) of the Contract, the LACDA will evaluate the Contractor's performance under this Contract and the Plan, specified in 7.0 of this Statement of Work, using the following quality assurance procedures:

8.1 Performance Requirements Summary (Exhibit A-2)

The LACDA shall use a Performance Requirements Summary (PRS) chart, Exhibit A-2, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth

in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the LACDA will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the LACDA. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 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 (10) days shall constitute authorization for the LACDA 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 LACDA, shall be credited to the LACDA on the Contractor's future invoice.

This section does not preclude the LACDA's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Paragraph 10.1 (Termination for Convenience).

8.2 Periodic Performance Reviews

The LACDA will conduct periodic reviews to evaluate the Contractor's performance. *(A customized evaluation report must be developed for the work required under the Contract.)*

8.3 Contract Deficiency Notice

The LACDA will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the LACDA and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the LACDA will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the LACDA within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all

deficiencies identified in the Contract Discrepancy Report shall be submitted to the LACDA within ten (10) workdays.

8.4 LACDA Observations

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

9.0 ADDITION/DELETION OF SERVICES

The LACDA reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the LACDA and the Contractor.

EXHIBIT A-1

MICROSOFT ENTERPRISE AGREEMENT ENROLLMENT FORMS



Program Signature Form

MBA/MBSA number

Agreement number

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature _____	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA



Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	<input type="text"/>	Framework ID <i>(if applicable)</i>	<input type="text"/>
Previous Enrollment number <i>(Reseller to complete)</i>	<input type="text"/>		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) Adding Licenses for previously ordered Products. Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

- Enrolled Affiliate only
- Enrolled Affiliate and all Affiliates
- Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

- Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: <Choose One>

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City*

State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Tax ID
** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*
 This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name*
Street address (PO boxes will not be accepted)*
City*
State*
Postal code*
Country*
Contact name*
Phone*
Contact email address*
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

** indicates required fields*

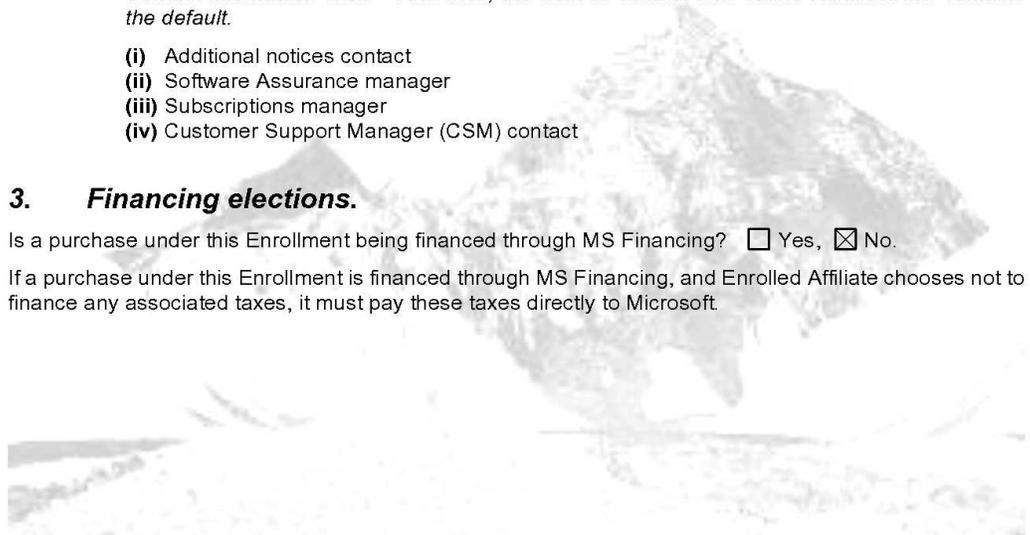
Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.





Enterprise and Enterprise Subscription Enrollment Product Selection Form

Enrollment Number
 Microsoft to complete for initial term.
 Reseller or Software Advisor to
 complete for renewal or with prior
 qualifying Enrollment/Agreement

Step 1. Enter all fields in the table below (Required).

Profile	Qualified Devices	Qualified Users	Enterprise Product Platform	Licensing Model
Enterprise			Choose One	Choose One
Device Profile (e.g. Call Center)			Choose One	Choose One

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is stepping-up within Enrollment term.

Products	Enterprise Quantity	Device Profile (e.g. Call Center)
Microsoft 365		
Microsoft 365 E3 USL		
Microsoft 365 E3 Add-on		
Microsoft 365 E5 USL		
Microsoft 365 E5 Add-on		
Office Professional Plus		
Office Professional Plus		
Office 365 ProPlus		
Office 365 Plans		
Office 365 Plan E1 USL		
Office 365 Plan E3 USL		
Office 365 Plan E5 USL		
Office 365 Plan E1 Add-on		
Office 365 Plan E3 Add-on		
Office 365 Plan E5 Add-on		
Office 365 Plan E3 without ProPlus Add-on		
Client Access License (CAL)		
Choose Core CAL or Enterprise CAL:	<Choose One>	<Choose One>
Core CAL or Enterprise CAL		
Bridge for Office 365		
Bridge for Enterprise Mobility Suite		
Windows Desktop		
Windows 10 Enterprise E3 and LTSB Upgrade per Device		
Windows 10 Enterprise E5 per Device SL		
Windows 10 Enterprise E3 per User SL		
Windows 10 Enterprise E3 per User Add-on SL		
Windows 10 Enterprise E5 per User SL		
Windows 10 Enterprise E5 per User Add-on SL		

Products	Enterprise Quantity	Device Profile (e.g. Call Center)
Windows 10 Enterprise E5 per Device Add-on SL		
Windows VDA		
Windows VDA per User SL		
Microsoft Intune		
Microsoft Intune USL		
Enterprise Mobility + Security		
Enterprise Mobility + Security E3 USL		
Enterprise Mobility + Security E3 Add-on		
Enterprise Mobility + Security E5 USL		
Enterprise Mobility + Security E5 Add-on		

Step 3. Establish the Enrolled Affiliate's price level. Unless otherwise indicated in the associated contract documents, the price level for each Product offering/pool is set based upon the quantity to price level mapping. *DO NOT INCLUDE BRIDGE CALs OR ADD-ONS.*

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 USL	Client Access License + Office 365 (Plans E1, E3, and E5) + Microsoft 365 USL	Client Access License + Microsoft Intune + Enterprise Mobility and Security USL + Microsoft 365 USL	Windows Enterprise E3 and LTSC Upgrade+ Windows Enterprise E5 + Win E3/E5 USL + Win E3/E5 per Device + Windows VDA + Windows Enterprise E3 per User SL + Windows Enterprise E5 per User SL + Windows VDA per User USL + Microsoft 365 USL
Quantity				

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Groups 1 through 4.	
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 1.	
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Group 2 or 3.	
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 4.	

Quantity of Licenses and Software Assurance to Price Level Mapping:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Notes:

1. Enterprise Online Services may not be available in all locations. Please see the Product Terms for a list of locations where these may be purchased.
2. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment.
3. Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

This form must be attached to a signature form to be valid.



EXHIBIT B

FEE SCHEDULE

**EXHIBIT B
FEE SCHEDULE**

The Contractor shall provide Microsoft Enterprise Volume Licensing commodity and services in accordance with the Exhibit A, Statement of Work), including all referenced exhibits. The Contractor will invoice for the licensing as noted below in Section 1.

SECTION 1						
Line	Part #	M365 Item Microsoft Name Detail	Quantity	Year 1	Year 2	Year 3
1	AAD-34700	M365 E3 FromSA GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr	685	\$168,126.40	\$175,147.65	\$175,147.65
2	LK3-00001	AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr	100	\$4,033.00	\$4,192.00	\$4,192.00
3	7E7-00001	Project Plan3 frmSA GCC Shared All Lng Subs VL MVL Per User	75	\$16,395.00	\$17,042.25	\$17,042.25
4	P3U-00001	VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr	120	\$15,426.00	\$16,034.40	\$16,034.40
5	7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7	\$4,073.30	\$4,022.34	\$4,022.34
6	7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	20	\$43,555.80	\$44,069.00	\$44,069.00
7	77D-00111	VSProSubMSDN ALNG SA MVL	11	\$3,352.36	\$3,352.36	\$3,352.36
8	6VC-01253	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL	50	\$1,073.50	\$1,073.50	\$1,073.50
9	9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	168	\$20,359.92	\$20,727.84	\$20,727.84
10	9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	56	\$986.16	\$973.84	\$973.84
11		Subtotal	Per Year	\$277,381.44	\$286,635.18	\$286,635.18
12		GRAND TOTAL YEARS	1-3	\$850,651.80		

SECTION 2

In Section 2, the LACDA includes the pool of dollars ("Pool Dollars") available under this Agreement Exhibit B, Fee Schedule, for the purchase of additional commodity and services for ongoing support, upgrades, unrelated to the scope of services of \$85,065.18, at the discretion of the LACDA, using the LACDA Contract Amendment under Paragraph 8.1 (Amendments). The total amount of available Pool Dollars shall be decreased by each Amendment under Paragraph 8.1 (Amendments) and may only be increased by executing an Amendment in accordance with Paragraph 8.1 (Amendments), for the Maximum Amount of this Contract shall be \$935,716.98 ("Maximum Amount") for the term of this Contract, including Pool Dollars.

EXHIBIT C

LACDA'S ADMINISTRATION

Exhibit C
LACDA's Administration

SERVICES: Microsoft Enterprise Volume Licensing Services

LACDA PROJECT DIRECTOR:

Name: Becky Yee
Title: Administrative Services Division Acting Director
Address: 700 W. Main Street, Alhambra, CA 91801
Telephone: (626)586-1858
E-Mail Address: Becky.Yee@lacda.org

LACDA PROJECT MANAGER:

Name: Douglas Van Gelder
Title: Information Technology Manager
Address: 700 W. Main Street, Alhambra, CA 91801
Telephone: (626)586-1727
E-Mail Address: Douglas.VanGelder@lacda.org

LACDA CONTRACT ADMINISTRATOR:

Name: Maryann Raygoza-Robles
Title: Information Technology Procurement Analyst
Address: 700 W. Main Street, Alhambra, CA 91801
Telephone: (626)586-1725
E-Mail Address: Maryann.Robles@lacda.org

LACDA ADMINISTRATOR:

Name: Cesar Delgado
Title: Information Technology Infrastructure Supervisor
Address: 700 W. Main Street, Alhambra, CA 91801
Telephone: (626)586-1707
E-Mail Address: Cesar.Delgado@lacda.org

LACDA ADMINISTRATOR:

Name: Mikhail Gusarev
Title: Information Technology Network Administrator

Address: 700 W. Main Street, Alhambra, CA 91801
Telephone: (626)586-1710
E-Mail Address: Mikhail.Gusarev@lacda.org

LACDA ADMINISTRATOR:

Name: Steve Lo
Title: Information Technology e-Services Supervisor
Address: 700 W. Main Street, Alhambra, CA 91801
Telephone: (626)586-1715
E-Mail Address: Steve.Lo@lacda.org

EXHIBIT D

CONTRACTOR'S ADMINISTRATION

Exhibit D
Contractor's Administration

CONTRACTOR'S NAME: Crayon Software Experts, LLC
SERVICES: Microsoft Enterprise Volume Licensing Services

CONTRACTOR'S PROJECT MANAGER:

Name: Eric Stout
Title: Project Manager
Address: 12221 Merit Dr. #800, Dallas, TX 75251
Telephone: (310)600-3480
E-Mail Address: eric.stout@crayon.com

CONTRACTOR'S CONTRACT ADMINISTRATOR:

Name: Susan McDowell
Title: Contract Administrator
Address: 12221 Merit Dr. #800, Dallas, TX 75251
Telephone: (469)646-4059
E-Mail Address: sled.us@crayon.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

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

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

Notices to Contractor shall be sent to the following:

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

EXHIBIT E

REQUIRED CONTRACT FORMS

AND CERTIFICATIONS

**RFQ/IFB/RFP/RFSQ
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Los Angeles County Development Authority's (LACDA) solicitation for this contract/purchase order/Invitation for Bid/Request for Proposal or Request for Statement of Qualifications is subject to the LACDA's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the LACDA will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name: Crayon Software Experts LLC		
Company Address: 12221 Merit Dr #800		
City: Dallas	State: TX	Zip Code: 75251
Telephone Number: 469-329-0290		
Solicitation For (Type of Goods or Services): Software		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more LACDA contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the LACDA will exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time 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.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Ken Pharr	Title: VP of Finance and Operations
Signature: 	Date: 04/30/20

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Bidders/Proposers unable to meet this requirement shall not be considered for contract award.

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by Los Angeles County Development Authority) X NO

B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

X YES _____ NO

C. Bidder/Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO X N/A (Program not available)

Bidder/Proposer Organization: Crayon Software Experts LLC

Signature: 

Print Name: Ken Pharr

Title: VP of Finance and Operations Date: 04/30/20

Tel.#: 469-329-0290 Fax #: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Crayon Software Experts LLC

Company Name

12221 Merit Dr #800, Dallas, TX 75251

Address

47-2237420

Internal Revenue Service Employer Identification Number

n/a

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.

CERTIFICATION

YES NO

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 Los Angeles County Development Authority (LACDA), it will timely comply with them and provide the LACDA a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

() (X)

OR

YES NO

Proposer of 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

04/30/20

Date

Ken Pharr, VP of Finance and Operations

Name and Title (please type or print)

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name: Crayon Software Experts LLC		
Company Address: 12221 Merit Dr #800		
City: Dallas	State: TX	Zip Code: 75251
Telephone Number: 469-329-0290	Email address: sled.us@crayon.com	
Solicitation Name: LACDA MsftEA Contract		

BIDDER/PROPOSER CERTIFICATION

The Los Angeles County Development Authority (LACDA) has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

The Bidder/Proposer acknowledges and certifies compliance with Section 54. (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that bidder/proposer or a member of his staff performing work under the proposed Contract will be in compliance. The Bidder/Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any bid/proposal, or cancellation of any resultant Contract, at the sole judgment of the LACDA.

I declare under penalty of perjury the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Ken Pharr	Title: VP of Finance and Operations
Signature: 	Date: 04/30/20

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT
HIRING PRACTICES CERTIFICATION**

Company Name: Crayon Software Experts LLC		
Company Address: 12221 Merit Dr #800		
City: Dallas	State: TX	Zip Code: 75251
Telephone Number: 469-329-0290	Email address:	
Solicitation/Contract for <u>LACDA MsftEA Contract</u> Services		

BIDDER/PROPOSER (CONTRACTOR) CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Bidder/Proposer (Contractor) acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Bidder/Proposer (Contractor) and staff performing work under the Contract will be in compliance. Bidder/Proposer (Contractor) further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any quote/bid/proposal, or termination of any resultant Contract, at the sole judgment of the Los Angeles County Development Authority (LACDA).

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Ken Pharr	Title: VP of Finance and Operations
Signature: 	Date: 04/30/20

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM
CERTIFICATION OF COMPLIANCE**

Company Name: Crayon Software Experts LLC		
Company Address: 12221 Merit Dr #800		
City: Dallas	State: TX	Zip Code: 75251
Telephone Number: 469-329-0290	Email address: sled.us@crayon.com	
Solicitation/Contract For <u>LACDA MsftEA Contract</u> Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County’s Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County’s Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:

- Mandated by federal or state law or a condition of federal or state program;
- The purchase is made through a state or federal contract;
- The purchase is made for equipment or supplies for, or by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
- Sole source provider with exclusive and proprietary rights to services or goods;
- Emergency services provider for services or goods;
- Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
- Required to comply with the laws of the United States or California, which are inconsistent with this program.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Ken Pharr	Title: VP of Finance and Operations
Signature: 	Date: 04/30/20

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Crayon Software Experts LLC

Vendor's Name

12221 Merit Dr #800, Dallas, TX 75251

Address

47-2237420

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor 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, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Ken Pharr Title: VP of Finance and Operations

Signature:  Date: 04/30/20

**FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION**

The Bidder/Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

- 2) that all persons acting on behalf of the Bidder/Proposer organization have and will comply with it during the proposal process; and

- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Crayon Software Experts LLC

Company Name

Ken Pharr

Print Name



Signature

VP of Finance and Operations

Title

04/30/20

Date

**FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION**

Name of Firm: Crayon Software Experts LLC Date: 04/30/20

Address: 12221 Merit Dr #800, Dallas

State: TX Zip Code: 75251 Phone No. : 469-329-0290

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Los Angeles County Development Authority:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Ken Pharr Title: VP of Finance and Operations

Signature:  Date: 04/30/20

EXHIBIT F

REQUIRED CONTRACT PROVISION

CONTRACTOR EMPLOYEE JURY SERVICE

LOS ANGELES COUNTY CODE CHAPTER 2.203

2.203.010 - Findings.

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

(Ord. 2002-0015 § 1 (part), 2002)

2.203.020 - Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the board of supervisors is the governing body.

(Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 - Applicability.

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

(Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 - Contractor Jury Service Policy.

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

(Ord. 2002-0015 § 1 (part), 2002)

2.203.050 - Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

(Ord. 2002-0015 § 1 (part), 2002)

2.203.060 - Enforcement and Remedies.

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

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to [chapter 2.202](#), seek the debarment of the contractor.

(Ord. 2002-0015 § 1 (part), 2002)

2.203.070 - Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

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

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

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

(Ord. 2002-0015 § 1 (part), 2002)

2.203.090 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 2002-0015 § 1 (part), 2002)

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION 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.
- 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 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
 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.)



Notice 1015

(Rev. December 2018)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2018 are less than \$54,884 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2019.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.

**COUNTY OF LOS ANGELES
COUNTY LOBBYISTS ORDINANCE PROVISIONS
CHAPTER 2.160 - COUNTY LOBBYISTS**

2.160.010 - Definitions.

The following phrases, whenever used in this chapter, shall be construed as defined in this section:

- A. "County official" includes a member of the board of supervisors, the sheriff, the assessor, the district attorney, a county commissioner, and any other county officer or employee whose duties are not primarily clerical or manual.
- B. "Official action" means the drafting, introduction, consideration, modification, enactment or defeat of any county ordinance or board of supervisors motion or resolution, or the granting or denial of any county contract, permit, grant, license or franchise.
- C. "Influencing official action" means promoting, supporting, influencing, modifying, opposing or delaying any official action by any means, including but not limited to the provision or use of information, statistics, studies or analyses.
- D. "County lobbyist" means any individual who is employed, contracts or otherwise receives compensation, other than reimbursement for reasonable travel expenses, to communicate directly, or through agents, employees or subcontractors, with any county official for the purpose of influencing official action, if a substantial or regular portion of the activities for which he or she receives such compensation is for the purpose of influencing official action. Provided, however, a county lobbyist shall not include:
 - (1) An elected or appointed public official or public employee when acting in his or her official capacity as an elected or appointed public official or public employee;
 - (2) Any newspaper or other periodical of general circulation, book publisher, radio or television station (including any individual who owns, publishes, or is employed by any such newspaper or periodical, radio or television station) which in the ordinary course of business publishes news items, editorials, or other comments, or paid advertisements, which directly or indirectly urge official action if such newspaper, periodical, book publisher, radio or television station or individual, engages in no further or other activities in connection with urging official action other than to appear before the board of supervisors or a county commission in support of or in opposition to such action; or
 - (3) A person whose attempts to influence official action are limited solely to actions taken as an attorney or advocate representing a party to an administrative proceeding the decision of which is reviewable by a court pursuant to Code of Civil Procedure Section 1094.5.
- E. "County lobbying firm" means a business entity, including an individual county lobbyist, which receives or becomes entitled to receive any compensation, other than reimbursement for reasonable travel expenses, for the purpose of influencing official action on behalf of any other person, if either any partner, owner, officer or employee of the business entity is a county lobbyist, or a substantial or regular portion of the activities for which the business entity receives compensation is for the purpose of influencing official action. No business entity shall be considered a county lobbying firm by reason of activities described in subdivisions 1, 2 or 3 of subsection D of this section.
- F. "County lobbyist employer" means a person or entity, other than a county lobbying firm, who, for economic consideration other than reimbursement for reasonable travel expenses, either employs one or more county lobbyists or contracts for the services of a county lobbyist or county lobbying firm, for the purpose of influencing official action.
- G. "Activity expense" means any expense incurred or payment made by a lobbyist, lobbying firm, or lobbyist employer or arranged by a lobbyist or lobbying firm, which benefits in whole or in part any county official or a member of the immediate family of a county official, regardless of whether the expense or payment is reimbursed by the person on whose behalf the county lobbying services are performed. Activity expenses include gifts, honoraria, consulting fees, salaries, and any other form of compensation, but do not include campaign contributions.
- H. "Campaign contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure made at the behest of a candidate, committee or elected county official is a contribution to the candidate, committee or elected county official unless full and adequate consideration is received for making the expenditure.

1. The term "campaign contribution" includes the purchase of tickets for events such as dinners, luncheons, rallies and similar fundraising events; the candidate's own money or property used on behalf of his or her candidacy; the granting of discounts or rebates not extended to the public generally or the granting of discounts or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates for the same office; the payment of compensation by any person for the personal services or expenses of any other person if such services are rendered or expenses incurred on behalf of a candidate or committee without payment of full and adequate consideration.
2. The term "campaign contribution" further includes any transfer of anything of value received by a committee from another committee, unless full and adequate consideration is received.
3. The term "campaign contribution" does not include:
 - a. Amounts received pursuant to an enforceable promise to the extent such amounts have been previously reported as a contribution;
 - b. A payment made by an occupant of a home or office for costs related to any meeting or fundraising event held in the occupant's home or office if the costs for the meeting or fundraising event are \$500.00 or less; or
 - c. Volunteer personal services or payments made by any individual for his or her own travel expenses if such payments are made voluntarily without any understanding or agreement that they shall be, directly or indirectly, repaid to him or her.
- I. "Gift" shall be defined as set forth in the Political Reform Act, Government Code Section 81000 et seq., and the regulations adopted thereunder; except that the exclusion for campaign contributions shall be defined and governed as set forth in this chapter.

2.160.020 - County lobbyist registration.

- A. Unless included either as part of the registration of a county lobbying firm filed pursuant to Section 2.160.030, or as part of the registration of a county lobbyist employer filed pursuant to Section 2.160.040, each county lobbyist, within 10 days of first becoming a county lobbyist, shall file with the executive officer of the board of supervisors a registration containing the following information:
 1. A recent three-inch by four-inch photograph of the county lobbyist;
 2. The county lobbyist's full name, business address and telephone number; and
 3. A statement that the lobbyist has read and understands the prohibitions contained in Sections 2.160.120 and 2.160.130.
- B. Effective January 1, 2008, a county lobbyist who is registered pursuant to this chapter shall retain that status through December 31, 2008, unless and until that person terminates the status as provided by this chapter. Thereafter, each county lobbyist shall be required to renew the registration on an annual basis, and shall pay an annual registration fee to the executive officer, as provided in Section 2.160.140, on or before the 10th day of January of the year of renewal.

2.160.030 - County lobbying firm registration.

- A. Each county lobbying firm, within 10 days of first becoming a county lobbying firm, shall file with the executive officer of the board of supervisors a registration containing the following information:
 1. The full name, business address and telephone number of the county lobbying firm;
 2. A list of the county lobbyists who are partners, owners, officers, or employees of the county lobbying firm;
 3. The county lobbyist registration required by Section 2.160.020 for each county lobbyist in the county lobbying firm;
 4. For each person or other entity with whom the county lobbying firm contracts for the county lobbying firm to provide county lobbying services:
 - a. The full name, business address and telephone number of the contractor;
 - b. The contractor's written, signed authorization permitting the county lobbying firm to represent the interests of the contractor;
 - c. The time period of the contract;
 - d. If the contractor is an individual, the name and address of his or her employer, if any, or his or her principal place of business if he or she is self-employed, and a description of the business activity in which the contractor or his or her employer is engaged;
 - e. If the contractor is a business entity, a description of the business activity in which it is engaged;
 - f. If the contractor is an industry, trade or professional association, a description of the industry, trade or profession it represents, including a specific description of any portion or faction of the

- industry, trade or profession which the association exclusively or primarily represents and, if the association has not more than 50 members, the names of the members;
 - g. If the contractor is not an individual, business entity, or industry trade or professional association, a statement of the contractor's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic interest which the contractor principally represents or from which its membership or financial support is principally derived;
 - h. The county lobbying interests of the contractor;
5. The name and title of a partner, owner or officer of the county lobbying firm who is responsible for filing statements and reports and keeping records required by this chapter on behalf of the county lobbying firm, and a statement signed by the designated responsible person that he or she has read and understands the prohibitions contained in Sections 2.160.120 and 2.160.130.
- B. Effective January 1, 2008, a county lobbyist firm which is registered pursuant to this chapter shall retain that status through December 31, 2008, unless and until that county lobbyist firm terminates the status as provided by this chapter. Thereafter, each county lobbyist firm shall renew the registration on an annual basis and file an annual renewal of registration statement with the executive officer, on or before the 10th day of January of the year of renewal.

2.160.040 - County lobbyist employer registration.

- A. Each county lobbyist employer, within 10 days of first becoming a county lobbyist employer, shall file with the executive officer of the board of supervisors a registration containing the following information:
- 1. The full name, business address, and telephone number of the county lobbyist employer;
 - 2. A list of the county lobbyists who are employed by the county lobbyist employer;
 - 3. The county lobbyist registration required by Section 2.160.020 for each county lobbyist employed by the county lobbyist employer;
 - 4. If the county lobbyist employer is an individual, the name and address of his or her principal place of business and a description of the business activity in which he or she is engaged;
 - 5. If the county lobbyist employer is a business entity, a description of the business activity in which it is engaged;
 - 6. If the county lobbyist employer is an industry, trade or professional association, a description of the industry, trade or profession it represents, including a specific description of any portion or faction of the industry, trade or profession which the association exclusively or primarily represents and, if the association has not more than 50 members, the names of the members;
 - 7. If the county lobbyist employer is not an individual, business entity, or industry, trade or professional association, a statement of the county lobbyist employer's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic interest which the county lobbyist employer principally represents or from which its membership or financial support is principally derived;
 - 8. The county lobbying interests of the county lobbyist employer.
- B. Effective January 1, 2008, a county lobbyist employer who is registered pursuant to this chapter shall retain that status through December 31, 2008, unless and until that person or entity terminates the status as provided by this chapter. Thereafter, each county lobbyist employer shall be required to renew the registration on an annual basis, and shall pay an annual registration fee to the executive officer, as provided in Section 2.160.140, on or before the 10th day of January of the year of renewal.

2.160.050 - Registration amendments and termination.

Within 10 days of any change in any of the registration information reported pursuant to Sections 2.160.020, 2.160.030 or 2.160.040, and before any attempt to influence official action on behalf of any previously unreported person or entity occurs, a county lobbyist, county lobbying firm or county lobbyist employer shall file with the executive officer of the board of supervisors a registration providing such revised registration information. When a county lobbyist, county lobbying firm or county lobbyist employer ceases all activities related to influencing official action this fact shall be so indicated in the last quarterly report filed pursuant to Section 2.160.060, 2.160.070 or 2.160.080, whichever is applicable.

2.160.060 - Quarterly reports—County lobbyists.

Unless included either as part of a county lobbying firm quarterly report filed pursuant to Section 2.160.070 or as part of a county lobbyist employer quarterly report filed pursuant to Section 2.160.080, no later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an

initial registration pursuant to Section 2.160.020 but prior to a registration termination as described in Section 2.160.050, the county lobbyist shall file with the executive officer of the board of supervisors a report of all activity expenses of the county lobbyist during the calendar quarter, including, for each such activity expense, the name and position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value. If the county lobbyist engaged in no activity as a county lobbying during the quarter, the report shall so indicate.

2.160.070 - Quarterly reports—County lobbying firms.

No later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.030 but prior to a registration termination as described in Section 2.160.050, the county lobbying firm shall file with the executive officer of the board of supervisors a report containing the information set forth in subsections A through F, below, regarding the county lobbying firm activities during such calendar quarter. If the county lobbying firm engaged in no activity as a county lobbying firm during the quarter, the report shall so indicate.

- A. The full name, business address, and telephone number of the county lobbying firm;
- B. The full name, business address, and telephone number of each person who contracted with the county lobbying firm for county lobbying services, a description of the specific county lobbying interests of the person, and the total payments, including fees and the reimbursement of expenses, received from the person for county lobbying services;
- C. The total amount of all payments received for county lobbying services;
- D. All activity expenses incurred by the county lobbying firm including, for each activity expense, the name of each person who made or arranged the activity expense, the name and position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value;
- E. If the county lobbying firm subcontracts with another county lobbying firm or county lobbyist for county lobbying services:
 1. The full name, address, and telephone number of the subcontractor,
 2. The name of the person for whom the subcontractor was retained to lobby,
 3. The total amount of payments made to the subcontractor;
- F. The name and title of each partner, owner and employee of the county lobbying firm who, on at least five separate occasions during the calendar quarter, engaged in direct communication with county officials for the purpose of influencing official action on behalf of a person who contracts with the county lobbying firm for county lobbying services.

2.160.080 - Quarterly reports—County lobbyist employers and others.

No later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.040 but prior to a registration termination as described in Section 2.160.050, each county lobbyist employer shall file with the executive officer of the board of supervisors a report containing the information set forth in subsections A through E, below, regarding the county lobbyist employer's activities during such calendar quarter. If the county lobbyist employer engaged in no activity as a county lobbyist employer during the quarter, the report shall so indicate. Each person or entity who is not otherwise obligated to file a quarterly report as a county lobbyist, county lobbying firm or county lobbyist employer, but who directly or indirectly expends \$5,000.00 or more to influence official action during the calendar quarter, shall also file a report containing the information set forth in subsections A through E, below, no later than the end of the first month after the close of the calendar quarter:

- A. The full name, business address, and telephone number of the filer;
- B. The total amount of all payments made to a county lobbying firm;
- C. The total amount of all payments made to county lobbyists employed by the filer;
- D. All activity expenses incurred by the filer including, for each activity expense, the name of each person who made or arranged the activity expense, the name and the position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value;
- E. The total of all other payments to influence official action, including overhead expenses, and all payments to employees who spend 10 percent or more of their compensated time in any one month in activities related to influencing official action.

2.160.090 - Quarterly campaign contribution reports.

No later than the end of the first month after the close of each calendar quarter each county lobbyist employer shall file with the executive officer of the board of supervisors a report containing the date, amount, and the name of the recipient of each campaign contribution to an elected county official or candidate for elective county office where the total contribution was \$100.00 or more during the calendar quarter. Said report may be made as a part of a quarterly report filed pursuant to Section 2.160.080.

2.160.095 - Funding for reports and studies.

Each county lobbyist, county lobbying firm and county lobbyist employer who submits any study, analysis or other report to any county official for the purpose of influencing official action, shall, along with the presentation of such study, analysis or other report, disclose in writing the identity of each person, firm or other entity who in whole or in part funded the development of such study, analysis or other report, and the amount of funding provided by each such person, firm or entity.

2.160.100 - Public records.

Each calendar quarter, the executive officer of the board of supervisors shall compile a list of all county lobbyists, county lobbying firms and county lobbyist employers. Such a list and each registration or report required to be filed pursuant to this chapter shall be a public record subject to disclosure under the provisions of the California Public Records Act. The executive officer shall provide the list of county lobbyists and county lobbying firms to the registrar-recorder electronically for compliance with chapter 2.190 of this code.

2.160.110 - Recordkeeping.

County lobbyists, county lobbying firms, and county lobbyist employers who receive payments, make payments or incur expenses or expect to receive payments, make payments or incur expenses in connection with activities which are reportable pursuant to this chapter shall keep such detailed accounts, records, bills and receipts as are necessary to allow them to make timely accurate reports of their activities as required by this chapter.

2.160.120 - Gift prohibition.

No county lobbyist or county lobbying firm shall make to a county official and no county official shall knowingly receive from a registered county lobbyist or registered county lobbying firm a gift or gifts aggregating more than \$50.00 in any calendar month. No county lobbyist or county lobbying firm shall act as an agent or intermediary in the making of any such gift or arrange for the making of any such gift by any other person.

2.160.130 - General prohibitions.

No county lobbyist or county lobbying firm shall do any of the following:

- A. Do anything with the purpose of placing any county official under personal obligation to the county lobbyist, the county lobbying firm, or the employer of the county lobbyist or county lobbying firm;
- B. Deceive or attempt to deceive any county official with regard to any material fact pertinent to any pending or proposed official action;
- C. Cause or influence the introduction of any matter for consideration by the county as official action for the purpose of thereafter being employed to influence the occurrence or nonoccurrence of such official action;
- D. Attempt to create a fictitious appearance of public favor or disfavor of any proposed official action or to cause any communication to be sent to any county official in the name of any fictitious person or in the name of any real person without the consent of such person;
- E. Represent, either directly or indirectly, that the county lobbyist or county lobbying firm can control the official action of any county official;
- F. Accept or agree to accept any payment in any way contingent upon success by the county lobbyist or county lobbying firm in influencing official action.
- G. No person or firm who is registered under this chapter as a county lobbyist or county lobbying firm or who has been so registered at any time in the previous 12 months shall make any contribution to any county official or candidate for county office consistent with chapter 2.190 of this code.

2.160.140 - Filing fees.

- A. Each county lobbyist, county lobbying firm and county lobbyist employer shall pay a filing fee when filing or renewing a registration pursuant to Section 2.160.020, 2.160.030 or 2.160.040, according to the following fee schedule:

	Initial Registration	Annual Renewal of Registration
County Lobbyist	If filed prior to July 1, 2008: \$35 If filed during July 1, 2008 through December 31, 2008: \$337 If filed after January 1, 2009: \$450, unless filed during the last quarter of a calendar year (October through December) If filed after January 1, 2009 and during the last quarter of a calendar year (October through December): \$337	\$450 (effective for the calendar year 2009 and for each year thereafter)
County Lobbyist Firm	If filed prior to December 31, 2008: \$35 If filed after January 1, 2009: No fee	No fee
County Lobbyist Employer	If filed prior to July 1, 2008: \$35 If filed during July 1, 2008 through December 31, 2008: \$56 If filed after January 1, 2009: \$75 If filed after January 1, 2009 and during the last quarter of a calendar year (October through December): \$56	\$75 (effective for the calendar year 2009 and for each year thereafter)

- B. If the filing of an initial registration or annual renewal of registration pursuant to Section 2.160.020, 2.160.030, 2.160.040, a registration amendment pursuant to Section 2.160.050, a quarterly report pursuant to Section 2.160.060, 2.160.070 or 2.160.080, or a separate quarterly campaign contribution report pursuant to Section 2.160.090, is made beyond its due date and after an investigation by the executive officer of the board of supervisors which concludes that the filer is in violation of any provision of this chapter, in addition to the regular filing fee set forth in this section, there shall be an additional fee as follows:
1. \$25 per day for the first ten days after the due date of the filing;
 2. \$50 per day for the next ten days if the filing is not made within ten days after the due date; and
 3. \$75 per day until the date that the filer comes into compliance with the provisions of this chapter or the date that any other penalties are imposed by the board or the executive officer as provided for in this chapter, whichever occurs first, if the filing is not made within twenty days after the due date.
- C. The executive officer may waive any additional fees imposed under this section, in whole or in part, if the violation was not willful and the executive officer determines that enforcement of the additional fees would not further the purposes of this chapter.

2.160.150 - Enforcement.

- A. Each person or entity who applies for a county contract, permit, grant, license or franchise shall, as a part of the application for such contract, permit, grant, license or franchise, certify that the applicant is familiar with the requirements of this chapter, and that all persons acting on behalf of the applicant have complied therewith and will continue to comply therewith throughout the application process. A person or entity who seeks a contract, permit, grant, license or franchise from the county shall be disqualified therefrom if any lobbyist, lobbying firm, lobbyist employer or other person or entity acting on behalf of the person or entity seeking the contract, permit, grant, license or franchise fails to comply with the provisions of this chapter.
- B. Any person may file a charge with the executive officer of the board of supervisors that any county lobbyist, county lobbying firm, county lobbyist employer or other person or entity has violated any provision of this chapter.
- C. The executive officer of the board of supervisors is delegated the authority to investigate any charge that a person or entity has violated this chapter, and to receive evidence and make determinations as to violations of this chapter. Upon receiving a charge that a person or entity has violated this chapter, the executive officer shall give such person or entity reasonable notice of the charge and an opportunity

to present information in response thereto. The executive officer shall make a determination as to the accuracy of the charge and shall present this determination along with the reasons for the determination to the board of supervisors. If the executive officer's determination is that a violation of this chapter has occurred and the board of supervisors agrees, the board may impose the following sanctions:

1. Each person who has failed to comply with the requirements of this chapter shall be refused permission to address the board of supervisors or any county commission, except on his or her own behalf, during such period as such failure to comply with this chapter continues, including any failure to satisfy any other penalties imposed under this chapter;
2. Each person or entity on whose behalf the county lobbyist, county lobbying firm, county lobbyist employer or other person or entity acted in violation of this chapter shall be denied the county contract, permit, grant, license or franchise which was the objective of the county lobbying activities performed in violation of this chapter;
3. Each person or entity who has failed to comply with the requirements of this chapter shall be liable in a civil action brought by the county for an amount up to \$5,000.00 for each such failure to comply.
4. The registration of each county lobbyist, county lobbying firm or county lobbyist employer who fails to comply with the requirements of this chapter shall be terminated. Such county lobbyist, county lobbying firm or county lobbyist employer shall be required to pay all fees required by this chapter and satisfy all other penalties imposed under this section, and shall not be permitted to again register as a county lobbyist, county lobbying firm or county lobbyist employer as follows:
 - a. A person or entity determined to be a first-time violator of this chapter shall be prohibited from again registering for a period of up to three months following the board's approval of the termination of the registration;
 - b. A person or entity determined to have previously violated this chapter shall be prohibited from again registering for a period of up to six months following the board's approval of the termination of the registration;
 - c. A person or entity determined to have previously violated this chapter on two or more occasions shall be prohibited from again registering for a period of up to twelve months following the board's approval of the termination of the registration.
 - d. In addition to the penalties set forth in this chapter, any violation of this chapter shall be subject to an administrative fine of up to \$5,000.00, and a noncompliance fee of up to \$5,000.00. Any administrative fines or noncompliance fees shall be issued pursuant to the provisions of Chapter 1.25 of this Code. The executive officer of the board of supervisors shall be designated as the enforcement officer for determination and imposition of the administrative fines and noncompliance fees to be issued and for providing representation, either directly or in conjunction with other county departments, on behalf of the County before the administrative hearing officer as provided for in Chapter 1.25 of this Code.
 - e. The board of supervisors may, in its discretion, waive any penalties provided for in this section, in whole or in part, if it determines that there was no willful violation of this chapter and enforcement of the penalties would not further the purposes of this chapter.
- D. The executive officer of the board of supervisors may develop rules for the administration of this chapter. Such rules shall be presented to the board of supervisors and shall become effective if approved by a majority vote of the board; and
- E. The regulations imposed by this chapter are enacted pursuant to Article III, Section 11(6) of the Charter of the county of Los Angeles and California Government Code Section 25207.1. The provisions of Chapter 1.24 of this code shall not apply to the provisions of this chapter.

Safely Surrendered



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.

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?

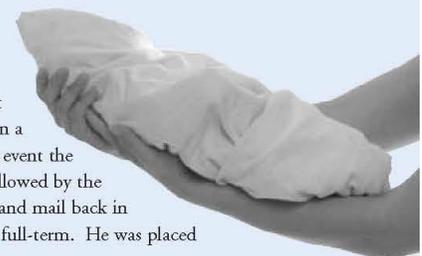
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete 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 brazalete 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.



EXHIBIT G

Required Forms at the Time of Contract Execution

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION:

The Contractor referenced below has entered into a contract with the Los Angeles County Development Authority (LACDA) to provide certain services to the LACDA. The LACDA requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

The 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 the Contractor's sole responsibility. The Contractor understands and agrees that the Contractor's Staff must rely exclusively upon the Contractor for payment of salary and any and all other benefits payable by virtue of the Contractor's Staff's performance of work under the referenced contract.

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

CONFIDENTIALITY AGREEMENT:

The Contractor and the Contractor's Staff may be involved with work pertaining to services provided by the LACDA and, if so, the Contractor and the Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the LACDA. In addition, the Contractor and the Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the LACDA. The LACDA 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. The Contractor and the Contractor's Staff understand that if they are involved in LACDA work, the LACDA must ensure that the Contractor and the Contractor's Staff, will protect the confidentiality of such data and information. Consequently, the Contractor must sign this Confidentiality Agreement as a condition of work to be provided by the Contractor's Staff for the LACDA.

The Contractor and the 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 the Contractor and the LACDA. The Contractor and the Contractor's Staff agree to forward all requests for the release of any data or information received to LACDA's Project Manager.

The Contractor and the 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 LACDA, design concepts, algorithms, programs, formats, documentation, the Contractor proprietary information and all other original materials produced, created, or provided to the Contractor and the Contractor's Staff under the above-referenced contract. The Contractor and the Contractor's Staff agree to protect these confidential materials against disclosure to other than the Contractor or LACDA employees who have a need to know the information. The Contractor and the Contractor's Staff agree that if proprietary information supplied by other LACDA vendors is provided to me during this employment, the Contractor and the Contractor's Staff shall keep such information confidential.

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

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

Crayon Software Experts LLC
Contractor Name

Ken Pharr
Print Name

Signature

Microsoft Licensing
Type of Service (Contract)

VP of Finance and Operations
Position

06/22/2020
Date

DRAFT



William S. Kehoe
CHIEF INFORMATION OFFICER

Office of the CIO CIO Analysis

BOARD AGENDA DATE:

SUBJECT:

**CONTRACT FOR MICROSOFT ENTERPRISE VOLUME LICENSING SERVICES
WITH CRAYON SOFTWARE EXPERTS, LLC.**

CONTRACT TYPE:

New Contract Sole Source Amendment to Contract #:

SUMMARY:

The Los Angeles County Development Authority (LACDA) is requesting Board authorization to execute a three-year Contract and all related documents for an Enterprise Agreement (EA) for Microsoft software licenses and Software Assurance (SA) services through Crayon Software Experts, LLC (Crayon) from September 1, 2020 through August 31, 2023 for a maximum Contract sum of 935,716.98. LACDA is further requesting authorization to amend Contract to add or delete services and utilize pool dollars, and if necessary, terminate for convenience with Crayon. Finally, LACDA is recommending the Board find the Contract is exempt from the California Environmental Quality Act.

The LACDA's core software infrastructure is based on Microsoft desktop, server, and collaboration products. LACDA is purchasing Microsoft licenses and SA through a joint, volume licensing program known as the County of Riverside's Microsoft Enterprise Agreement. The County of Riverside's Agreement is the primary procurement vehicle for Microsoft licenses for many government agencies throughout California, include the County of Los Angeles. Microsoft does not license its software directly, but instead requires licensing of its products through a reseller called a Licensing Services Provider (LSP). LACDA represents that it solicited pricing utilizing the County of Riverside's Agreement from four approved Microsoft LSPs and selected Crayon, who was the lowest responsible bidder.

The execution of this Contract will ensure continuity of the current services provided by Microsoft, including annual licensing for Microsoft 365 (Office suite of products, Windows 10 Enterprise, and Enterprise Mobility and Security), SQL Server Standard and Enterprise, Windows Remote Desktop Services, Windows Server Data Center and Standard. Also, the Contract includes SA providing LACDA with planning services to enable efficient deployment of licenses and solutions, in-person and online training for information technology staff and end users, and rights to new software releases during the term of the Contract at no additional cost. SA ensures critical systems are kept current with security-related and product feature improvements.

Contract Amount: 935,716.98

DRAFT



FINANCIAL ANALYSIS:

Crayon contract costs:

Three year costs:

Year One	\$	277,381.44 ¹
Year Two	\$	286,635.18 ²
Year Three	\$	286,635.18 ²
Contract Pool Dollars.....	\$	85,065.18 ³

Total Maximum Contract Sum:..... \$ 935,716.98

Notes:

¹ Licensing costs for Microsoft 365, Teams Audio Conferencing, Project, Visio, SQL Standard and Enterprise, Visual Studio, Windows Remote Services Desktop, Windows Data Center and Server.

² Reflects licensing costs described above and includes a 3.2% vendor mark-up for Year Two and Three.

³ Contract pool dollars for purchase of additional licenses and services for ongoing support and upgrades approved by LACDA in accordance with the terms of the Contract.

RISKS:

- 1. Accuracy of License Levels** – Accurant software license counts are needed to ensure that LACDA does not overpay/underpay for license components (e.g., server licensing, user licensing and security licensing). LACDA represents that they have diligently reviewed this new Contract to ensure appropriate licensing. Any variances from the initial license counts are accounted for in annual true up during the three year term of the Contract.
- 2. Information Security** – The County’s Chief Information Security Officer (CISO) has reviewed LACDA’s contract and determined that no confidential and/or sensitive information is being used or handled during the contract term.
- 3. Contract Risks** – No Contract risks have been identified. County Counsel participated in its negotiation and approved the Contract as to form.

DRAFT

PREPARED BY:

(NAME) DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

DATE

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	8/19/2020	
BOARD MEETING	9/1/2020	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	District 5	
DEPARTMENT	Chief Executive Office	
SUBJECT	Tejon-Castac Water District Reorganization No. 8	
PROGRAM	None	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$0	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Annexation of 47,513.5 acres in Kern and Los Angeles Counties to the Tejon-Castac Water District to provide utility services	
BACKGROUND (include internal/external issues that may exist)	<p>On January 21, 2020, Tejon-Castac Water District filed an application with Kern County LAFCO to annex an area covering both Kern County and Los Angeles County, which includes the Tejon Ranch Centennial Project. The proposed annexation consists of approximately 47,513.5 acres encompassing parcels generally located north and south of State Route 138, east of Interstate 5 in southeastern Kern County and northwestern Los Angeles County. Approximately 25,765 of these acres are located within Kern County and the remaining 21,215 are located within Los Angeles County. The annexation will allow the District to provide utility services within the area. The annexation will result in a zero property tax exchange.</p>	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Allison Clark, Senior Manager, CEO, (213) 974-8355, allison.clark@ceo.lacounty.gov 	



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

"To Enrich Lives Through Effective And Caring Service"

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

September 01, 2020

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:

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES, THE CONSOLIDATED FIRE PROTECTION DISTRICT, AND ON BEHALF OF THE LA COUNTY LIBRARY AND ROAD DISTRICT NO.5, AND THE GOVERNING BODIES OF THE TEJON-CASTAC WATER DISTRICT, THE ANTELOPE VALLEY CEMETERY DISTRICT, THE ANTELOPE VALLEY EAST KERN WATER AGENCY, AND THE ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM KERN COUNTY ANNEXATION NO.8 TO THE TEJON-CASTAC WATER DISTRICT
(FIFTH DISTRICT - 3 VOTES)**

SUBJECT

This action is to adopt the Joint Resolution for the Negotiated Exchange of Property Tax Revenue associated with the annexation of territory to the Tejon-Castac Water District.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Joint Resolution for the Negotiated Exchange of Property Tax Revenue, with its associated actions, are not subject to the provisions of the California Environmental Quality Act for the reasons stated in this letter; and
2. Adopt the Joint Resolution between the Board, as the governing body of the County, the Consolidated Fire Protection District, and on behalf of the County Public Library and Road District No. 5; the Tejon-Castac Water District; the Antelope Valley Cemetery District; the Antelope Valley East Kern Water Agency; and the Antelope Valley Resource Conservation District, based on the negotiated exchange of property tax revenue related to the proposed Kern County Local Agency Formation Commission Annexation No. 8 to the Tejon-Castac Water District (Annexation No. 8).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The governing bodies of the Tejon-Castac Water District (District), the Antelope Valley Cemetery District, the Antelope Valley Resource Conservation District, and the Antelope Valley East-Kern Water Agency, have adopted the Joint Resolution based on the negotiated exchange of property tax revenue related to the proposed annexation to the District.

In order for the Kern County Local Agency Formation Commission (LAFCO) to proceed with the required hearings on the proposed annexation, the Board, as the governing body of the County, the Consolidated Fire Protection District, and on behalf of the County Public Library and Road District No. 5, must also adopt the Joint Resolution.

The proposed annexation consists of approximately 47,513.5 acres encompassing parcels generally located north and south of State Route 138, east of Interstate 5 in southeastern Kern County and northwestern Los Angeles County. Approximately 25,765 of these acres are located within Kern County and the remaining 21,215 are located within Los Angeles County. The annexation will allow the District to provide utility services within the area.

FISCAL IMPACT/FINANCING

There is no base transfer of property tax and no property tax increment associated with this annexation. The District does not currently receive any portion of ad valorem property tax revenue for the purpose of financing provision of retail water services provided by the District. If the annexation is approved, the District will seek to have a community facilities district created and a benefit assessment extended to the annexed territories to pay for the services to be provided by the District in those areas. Therefore, zero percent of the annual property tax growth shall be transferred to the District as a result of Annexation No. 8 to the District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Part 3, Division 3, Title 5 of the California Government Code, commencing with Section 56000, the District adopted a resolution and filed an application with LAFCO to initiate proceedings for the annexation of territory to the District.

Section 99 of the Revenue and Taxation Code (R&T Code) requires that prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service area, or service responsibilities will be altered by such change, must negotiate a reallocation of property tax revenue between the affected agencies, and approve and accept such reallocation by resolution. The District and the other independent taxing entity have adopted the negotiated Joint Resolution for the subject annexation, as required by Section 99 of the R&T Code.

Adoption of the Joint Resolution by the Board will allow LAFCO to schedule the required public hearings to consider testimony on the proposed annexation. LAFCO will subsequently take action to approve, approve with changes, or disapprove the proposal for annexation.

The Joint Resolution has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed project is not a project pursuant to the California Environmental Quality Act (CEQA), because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. This proposed action is the creation of a government funding mechanism, a fiscal activity which does not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

No impact on current County services.

CONCLUSION

At such time as the recommendation is approved by the Board, please return one approved copy of this letter and the signed originals of the Resolution to Kern County LAFCO, one approved copy of this letter and a copy of the signed Resolution to the Chief Executive Office, Economic Development and Affordable Housing Division, and one approved copy of this letter and a copy of the signed Resolution to the Auditor-Controller, Tax Division.

Respectfully submitted,

SAH:FAD:AEC

JO:DC:acn

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Fire
LA County Library
Public Works

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES, THE CONSOLIDATED FIRE PROTECTION DISTRICT, AND ON BEHALF OF THE LOS ANGELES COUNTY LIBRARY AND ROAD DISTRICT NO. 5, AND THE GOVERNING BODIES OF THE ANTELOPE VALLEY CEMETERY DISTRICT, THE ANTELOPE VALLEY EAST KERN WATER AGENCY, THE ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, AND THE TEJON-CASTAC WATER DISTRICT, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM KERN COUNTY LAFCO ANNEXATION NO. 8 TO THE TEJON-CASTAC WATER DISTRICT

WHEREAS, pursuant to Section 99 of the Revenue and Taxation Code, for specified jurisdictional changes, the governing bodies of affected agencies shall negotiate and determine the amount of property tax revenue to be exchanged between the affected agencies; and

WHEREAS, as the governing body of the County of Los Angeles, the Consolidated Fire Protection District, and on behalf of the Los Angeles County Library and Road District No. 5, and the Governing Bodies of the Antelope Valley Cemetery District, the Antelope Valley East Kern Water Agency, the Antelope Valley Resource Conservation District, and the Tejon-Castac Water District, have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation known as Annexation No. 8 of the Kern County Local Agency Formation Commission, to the Tejon-Castac Water District is as set forth below:

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The negotiated exchange of property tax revenue between the County of Los Angeles, the Consolidated Fire Protection District, the Los Angeles County Library, the Road District No. 5, and the Antelope Valley Cemetery District, the Antelope Valley East Kern Water Agency, the Antelope Valley Resource Conservation District, and the Tejon-Castac Water District ("District"), resulting from Annexation No. 8 is approved and accepted.
2. The District does not currently receive any portion of ad valorem property tax revenue for the purpose of financing provision of retail water services provided by the District. If the annexation is approved, the District will seek to have a community facilities district created and a benefit assessment extended to the annexed territories to pay for the services to be provided by the District in those areas. Therefore, Zero Percent (0%) of the annual property tax growth shall be transferred to the District as a result of Annexation No. 8 to the District.
3. There shall be no additional transfer of property taxes as a result of Annexation No. 8.

PASSED, APPROVED AND ADOPTED this 25 day of June, 2020 by
the following vote:

AYES: 5 ABSENT: 0

NOES: 0 ABSTAIN: 0

Tejon-Castac Water District

Dennis Atkinson
Signature

Dennis Atkinson, President
Print Name and Title

ATTEST:

Arcelia Garcia
Secretary

June 25, 2020
Date

/

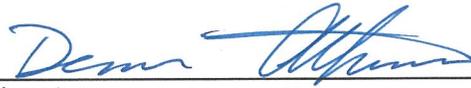
(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this 25 day of June, 2020 by
the following vote:

AYES: 5 ABSENT: 0

NOES: 0 ABSTAIN: 0

Tejon-Castac Water District


Signature

Dennis Atkinson, President
Print Name and Title

ATTEST:


Secretary

June 25, 2020
Date

/

(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this 17 day of June, 2020 by
the following vote:

AYES: 3 ABSENT: 0

NOES: 0 ABSTAIN: 0

Antelope Valley Cemetery District

David Owens
Signature

David Owens, Chairman
Print Name and Title

ATTEST:

Debra DeBry
Secretary

6-17-20
Date

/

(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this 21ST day of July, 2020 by
the following vote:

AYES: 7 ABSENT: 0

NOES: 0 ABSTAIN: 0

Antelope Valley East Kern Water Agency

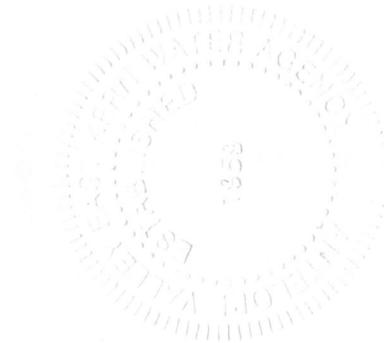
Keith Dyas
Signature

Keith Dyas, Vice President
Print Name and Title

ATTEST:
[Signature]
Secretary

July 21, 2020
Date

R-20-10



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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this 24 day of June, 2020 by
the following vote:

AYES: BECK, DEACON
Weisenberger, Munz
NOES:
ABSENT: RANKIN
ABSTAIN:

Antelope Valley Resource Conservation District

Claudette Beck
Signature

CLAUDETTE BECK, President
Print Name and Title

ATTEST:

Joanna Gillis
Secretary

6/24/2020
Date

/

(Signed in Counterpart)

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	8/19/2020	
BOARD MEETING	9/1/2020	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Treasurer and Tax Collector	
SUBJECT	Los Angeles County Regional Financing Authority Recovery Zone Facility Bonds (Fairplex Project) Series 2010 Amendments to Indenture of Trust	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	September 1, 2020 (due to inability of Fair Association to make debt service payments)	
COST & FUNDING	Total cost: N/A	Funding source: N/A
	TERMS (if applicable): N/A	
PURPOSE OF REQUEST	The Treasurer and Tax Collector (TTC) is requesting the Los Angeles County Regional Financing Authority (the Authority) to adopt a resolution authorizing the execution of one or more amendments to the Indenture of Trust (Indenture) to enable the Los Angeles County Fair Association (Fair Association) to defer scheduled payments of interest to Wells Fargo Bank, National Association (Bank), the holder of the Authority's Recovery Zone Facility Bonds (Fairplex Project), Series 2010 (Bonds).	
BACKGROUND (include internal/external issues that may exist)	The COVID-19 pandemic has forced the Fair Association to cancel the 2020 Los Angeles County Fair and other events, substantially eliminating its primary sources of revenue. As a result, the Fair Association is unable to make the interest-only payments on the Bonds that were due on May 1, 2020, June 1, 2020, and July 1, 2020. The TTC is requesting delegated authority to execute amendments to the Indenture related to the forbearance of debt service payments on the Bonds. As it is uncertain when events at the Fairplex will be allowed to resume, the TTC is also requesting delegated authority to execute any future amendments to the Indenture related to the forbearance of debt service payments, the substitution of an alternate interest rate index to replace LIBOR and other related actions which may become necessary to address the financial and operational impact of the COVID-19 pandemic.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Keith Knox, Treasurer and Tax Collector, (213) 974-2101, kknox@ttc.lacounty.gov • Elizabeth Ginsberg, Chief Deputy Treasurer and Tax Collector, (213) 974-0703, eginsberg@ttc.lacounty.gov • Daniel Wiles, Assistant Treasurer and Tax Collector, (213) 974-7175, dwiles@ttc.lacounty.gov 	



KEITH KNOX
TREASURER AND TAX COLLECTOR

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) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

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

September 1, 2020

The Honorable Board of Directors
Los Angeles County Regional Financing Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Directors:

**LOS ANGELES COUNTY REGIONAL FINANCING AUTHORITY
RECOVERY ZONE FACILITY BONDS (FAIRPLEX PROJECT) SERIES 2010
AMENDMENTS TO INDENTURE OF TRUST
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Treasurer and Tax Collector (TTC) is requesting the Los Angeles County Regional Financing Authority (Authority) to authorize the execution of one or more amendments to the Indenture of Trust (Indenture) to enable the Los Angeles County Fair Association (Fair Association) to defer scheduled payments of interest to Wells Fargo Bank, National Association (Bank), the holder of the Authority's Recovery Zone Facility Bonds (Fairplex Project), Series 2010 (Bonds).

IT IS RECOMMENDED THAT YOUR BOARD:

Adopt the Resolution (i) approving the form of the Second Amendment to the Indenture (Second Amendment) to defer scheduled payments of interest on the Bonds and (ii) delegating authority to the TTC to execute the Second Amendment and any future amendments to the Indenture related to the forbearance of additional debt service payments, the substitution of an alternate interest rate index to replace the London Interbank Offer Rate (LIBOR), and other actions necessary to address the financial and operational impact of the COVID-19 pandemic agreed to by the Fair Association and the Bank.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2010, the Authority issued the Bonds on behalf of the Fair Association in the aggregate principal amount of \$24,255,000, all of which are currently outstanding. The Fair Association pays all debt service and related payments on the Bonds. The Bank purchased the Bonds through a private placement and continues to hold all of the Bonds. The Bond proceeds were used to finance the Fairplex Conference Center, a conference center facility located at 1101 McKinley Avenue, Pomona, California (Project). The Bonds bear interest at a variable rate until the occurrence of a Conversion Date (when the mode of interest changes). Pursuant to the terms of the Indenture, the Fair Association makes monthly interest payments, with annual redemption of the outstanding principal to occur from 2031 to 2039.

The primary business of the Fair Association is to operate the Fairplex, host to the Los Angeles County Fair and other events. The COVID-19 pandemic has forced the Fair Association to cancel the 2020 Los Angeles County Fair and other events, substantially eliminating its primary sources of revenue. As a result, the Fair Association has represented that it is unable to make the interest-only payments on the Bonds that were due on May 1, 2020, June 1, 2020, and July 1, 2020. The Second Amendment to the Indenture delays the obligation to make those payments until the earlier of: (i) the Mandatory Conversion Date (November 1, 2022), (ii) the date on which the Bonds are required to be repurchased by or on behalf of the Fair Association, or (iii) the date the Bonds are repaid in full.

As it is uncertain when events at the Fairplex will be allowed to resume, the Fair Association is also requesting that the Authority grant delegated authority to the TTC to execute subsequent amendments to the Indenture related to the forbearance of debt service payments, the substitution of an alternate interest rate index to replace LIBOR, and other related actions which may become necessary to address the financial and operational impact of the COVID-19 pandemic.

Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

There is no fiscal impact to the County. As a conduit financing, neither the County nor the Authority has any financial obligation with respect to repayment of the Bonds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Bonds were issued under the Recovery Zone Facility Bond Program (RZFB Program), authorized in February 2009, as a component of the American Recovery and Reinvestment Act (ARRA). The RZFB Program was designed to stimulate economic growth by providing cost-effective tax-exempt financing incentives for non-governmental borrowers to fund capital projects that provide a public benefit. The RZFB Program allowed state and local governments to issue private activity tax-exempt bonds, up to specific allocation amounts authorized by ARRA, to finance private depreciable property involving the construction of new facilities, or the modernization of existing facilities for private and non-profit borrowers.

The Fair Association, a 501(c)(5) non-profit public benefit corporation established under the laws of the State of California, submitted a proposal to finance the Project with up to \$24,255,000 of bonds through the RZFB Program. On August 10, 2010, your Board approved the County's RZFB Program allocation, including the Fair Association proposal. To finance the construction of the Project, the Authority issued the Bonds in December 2010, and loaned the Bond proceeds to the Fair Association to finance the construction of the Project on land owned by the County and leased to the Fair Association. The loan is secured by the revenue producing activities of the Fair Association in accordance with a Loan Agreement between the Authority and the Fair Association. To comply with County policy for conduit financings, the Fair Association arranged for the private placement of bonds to the Bank, an accredited investor as defined under Rule 501 of Regulation D of Securities Act of 1933.

The Bonds were issued as variable rate obligations, with a final Maturity Date of November 1, 2039. The Fair Association has full responsibility for the repayment of the loan to the Authority, with the loan payments pledged to the payment of debt service on the Bonds. As a conduit issuer, neither the County nor the Authority has any financial obligation with respect to the repayment of the Bonds.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services or projects.

CONCLUSION

Upon approval of this Resolution, it is requested that the Executive Officer-Clerk of the Board of Supervisors return two originally executed copies of the adopted Resolution to the Treasurer and Tax Collector (Office of Public Finance).

The Honorable Board of Directors
September 1, 2020
Page 4

Respectfully submitted,

KEITH KNOX
Treasurer and Tax Collector

KK:DW:TG:JP:ad
doc/Regional Fin Auth Recovery Zone Facilities_Fairplex_Ser2020_090120

Attachments

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel
Wells Fargo

DRAFT

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS ANGELES COUNTY
REGIONAL FINANCING AUTHORITY**

AUTHORIZING THE EXECUTION OF ONE OR MORE AMENDMENTS TO THE INDENTURE OF TRUST RELATING TO THE LOS ANGELES COUNTY REGIONAL FINANCING AUTHORITY RECOVERY ZONE FACILITY BONDS (FAIRPLEX PROJECT) SERIES 2010, AND AUTHORIZING OFFICIAL ACTIONS RELATED THERETO

WHEREAS, the Los Angeles County Regional Financing Authority (the “Authority”) was formed pursuant to a Joint Exercise of Powers Agreement, dated December 7, 2010 (the “Agreement”) by and between the County of Los Angeles, California (the “County”) and the Los Angeles County Public Works Financing Authority (“LAPWFA”), and is authorized under the Agreement and under the laws of the State of California to exercise in the manner provided in the Agreement any of the powers which are common to the County and the LAPWFA and all additional powers provided in Articles 1 through 4, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500), as amended, and any other law now in effect or hereafter enacted, including, but not limited to the power to issue bonds thereunder;

WHEREAS, the Authority has previously issued its \$24,255,000 Recovery Zone Facility Bonds (Fairplex Project) Series 2010 (the “Bonds”) for the benefit of the Los Angeles County Fair Association (the “Borrower”) for the purpose of financing the cost of construction of a conference center facility and related infrastructure;

WHEREAS, the Bonds were issued pursuant to an Indenture of Trust dated as of December 1, 2010 (as amended, the “Indenture”), between the Authority and U.S. Bank National Association, as trustee, and are payable solely from (i) payments made by the Borrower pursuant to a Loan Agreement dated as of December 1, 2010 between the Authority and the Borrower, pursuant to which the Authority loaned the proceeds of the Bonds to the Borrower; and (ii) any other amounts pledged for the payment of the Bonds pursuant to the Indenture;

WHEREAS, upon their issuance the Bonds were purchased by, and continue to be held by, Wells Fargo Bank, National Association (the “Bank”);

WHEREAS, the Borrower and the Bank have requested that the Authority approve and execute a Second Amendment to Indenture (the “Second Amendment”) in order to defer certain scheduled payments of interest;

WHEREAS, due to the negative consequences of the COVID-19 pandemic on the financial condition of the Borrower, the Borrower and the Bank anticipate additional amendments to the Indenture and other actions may be necessary or desirable, including an amendment to address the expiration of LIBOR (the current interest rate determination for the Bonds) in 2021, and have requested that the Board of Directors of the Authority (the “Board”) approve the execution of such amendments and actions, subject to compliance with the conditions specified herein and in the Indenture;

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

Section 1. Approval of Second Amendment and Additional Amendments. The Board hereby approves the (i) execution of the Second Amendment which provides for the forbearance of certain interest payments as set forth therein in substantially the form presented to and considered at this meeting of the Board, and (ii) the execution of such further amendments to the Indenture (“Additional Amendments”), related to the forbearance of additional debt service payments, the substitution of a alternate interest rate index to replace LIBOR and other actions which may become necessary to address the financial and operational impact of the COVID-19 pandemic, subject to satisfaction of the requirements set forth below. Each of the Chair, the Treasurer and the Secretary of the Board (each, a “Responsible Officer”) or their authorized representatives, are hereby authorized to execute the Second Amendment and any Additional Amendments, with such revisions, amendments and completions as shall be approved by such Responsible Officer or their authorized representatives, with the advice of Bond Counsel and County Counsel, such approval to be conclusively evidenced by the execution and delivery thereof by the Responsible Officer. Execution of the Second Amendment and any Additional Amendments shall be subject to the following conditions: (i) each of the Borrower and the Bank shall have consented to the execution of the Second Amendment and any Additional Amendments, and (ii) an Approving Opinion (as defined in the Indenture) with respect to the Second Amendment and any Additional Amendments shall have been delivered in accordance with Section 8.07 of the Indenture.

Section 2. Official Actions. The Chair of the Board and other Responsible Officers of the Authority and their authorized representatives are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions in furtherance of the purposes of this Resolution and the execution of the Second Amendment and any Additional Amendments, including the execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, deem necessary or advisable in order to consummate the execution of the Second Amendment and any Additional Amendments.

This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was on the ___ day of _____, 2020, adopted by the Board of Directors of the Los Angeles County Regional Financing Authority.

CELIA ZAVALA
Secretary of the Board of Directors of the Los Angeles County Regional Financing Authority

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy County Counsel

DRAFT

SECOND AMENDMENT TO INDENTURE OF TRUST

BY AND BETWEEN

LOS ANGELES COUNTY REGIONAL FINANCING AUTHORITY

AND

U.S. BANK NATIONAL ASSOCIATION,

AS TRUSTEE

DATED ____ [__], 2020

RELATING TO THE

\$24,255,000

LOS ANGELES COUNTY REGIONAL FINANCING AUTHORITY

RECOVERY ZONE FACILITY BONDS

(FAIRPLEX PROJECT)

SERIES 2010

THIS SECOND AMENDMENT TO INDENTURE OF TRUST, dated ____ [], 2020 (this “Amendment”), is made and entered into by and between the Los Angeles County Regional Financing Authority, a joint powers authority organized and existing under the laws of the State of California (the “Issuer”), and U.S. Bank National Association, a national banking association, as trustee, and its successors and assignees in trust (the “Trustee”).

WITNESSETH:

WHEREAS, the Issuer is a joint powers authority duly organized and existing under and pursuant to that certain Joint Exercise of Powers Agreement dated as of December 7, 2010, by and between the County of Los Angeles, California (the “County”) and the Los Angeles County Public Works Financing Authority, and under the provisions of Articles 1 through 4 , Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500), as amended;

WHEREAS, in furtherance of the public purpose for which the Issuer was created, the Issuer issued its \$24,255,000 Recovery Zone Facility Bonds (Fairplex Project), Series 2010 (the “Bonds”), pursuant to the Indenture of Trust, dated as of December 1, 2010, by and between the Issuer and the Trustee (as amended, the “Original Indenture”) and lent the proceeds of the sale of the Bonds to the Los Angeles County Fair Association, a California nonprofit mutual benefit corporation (the “Company”);

WHEREAS, at the request of Wells Fargo Bank, National Association (the “Bank”), the Holder of 100% of the outstanding Bonds, the Issuer and the Trustee desire to amend the Original Indenture as provided herein;

WHEREAS, pursuant to Section 8.02 of the Original Indenture the Bank and the Company have consented to the execution of the Amendment (such consent is attached hereto as Exhibit A); and

WHEREAS, Stradling Yocca Carlson and Rauth, a Professional Corporation, as Bond Counsel, has delivered an Approving Opinion (as defined in the Original Indenture) relating to the Amendment, attached hereto as Exhibit B;

NOW, THEREFORE;

Section 1. Amendment to Original Indenture. Section 2.03(a) of the Original Indenture is hereby amended by the addition of the following sentence to read as follows:

“Notwithstanding anything herein to the contrary, including without limitation Section 2.03(f)(ii) of this Indenture, regularly scheduled interest payments on the Bonds which would otherwise be due and payable on May 1, 2020, June 1, 2020 and July 1, 2020 (the “*Deferred Series 2010 Bond Interest Payment*”), shall instead become due and payable on the earlier of (i) the Mandatory Conversion Date (currently, November 1, 2022), (ii) any other Mandatory Purchase Date or (iii) the date on which the Bonds are redeemed or otherwise paid in full.”

Section 2. Definitions. The terms not defined herein shall have the meaning ascribed to them in the Indenture.

Section 3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered in their names and on their behalf by their respective duly authorized representatives, all as of the day and year first above written.

LOS ANGELES COUNTY REGIONAL
FINANCING AUTHORITY

By: _____
Name:
Title:

DRAFT

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Name:
Title:

DRAFT

EXHIBIT A

CONSENT OF BANK AND COMPANY

DRAFT

CONSENT TO INDENTURE AMENDMENT

**LOS ANGELES COUNTY REGIONAL FINANCING AUTHORITY
RECOVERY ZONE FACILITY BONDS
(FAIRPLEX PROJECT)
SERIES 2010**

This Consent to Indenture Amendment is delivered pursuant to Section 8.02 of that certain Indenture of Trust dated as of December 1, 2010 (as amended, the “Indenture”), between the Los Angeles County Regional Financing Authority, a joint powers authority organized and existing under the laws of the State of California (the “Issuer”), and U.S. Bank National Association, a national banking association, as trustee, and its successors and assignees in trust (the “Trustee”), relating to the Issuer’s \$24,255,000 Los Angeles County Regional Financing Authority Recovery Zone Facility Bonds (Fairplex Project) Series 2010 (the “Bonds”).

Wells Fargo Bank, National Association (the “Bank”), the Holder of 100% of the outstanding Bonds and the Los Angeles County Fair Association, a California nonprofit mutual benefit corporation (the “Company”) hereby consent to the Second Amendment to Indenture of Trust, dated ____ [], 2020, by and between the Issuer and the Trustee.

Dated: ____ [], 2020

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Consent to Indenture Amendment to be executed and delivered in their names and on their behalf by their respective duly authorized representatives, all as of the day and year above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a Holder of the Bonds

By: _____
Name: Chris Allbright
Title: Assistant Vice President

LOS ANGELES COUNTY FAIR
ASSOCIATION

By: _____
Name:
Title:

DRAFT

EXHIBIT B

APPROVING OPINION RELATING TO AMENDMENT

DRAFT



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

SACHI A. HAMAI
Chief Executive Officer

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

September 1, 2020

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

Dear Supervisors:

**ADOPTION OF ORDINANCES AMENDING VARIOUS CHAPTERS OF
TITLE 2 – ADMINISTRATION – OF THE LOS ANGELES COUNTY CODE
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to adopt proposed ordinances amending various Chapters of Title 2 - Administration - of the Los Angeles County Code.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions, which approve the introduction and adoption of proposed ordinances, are not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter and in the records of the proposed activities.
2. Approve for introduction an ordinance to amend Chapter 2.08 of Title 2 – Administration – of the Los Angeles County Code, Section 2.08.158 (Attachment A) to remove reference to a repealed Section; and Sections 2.08.159 (Attachment B), 2.08.160 (Attachment C), 2.08.161 (Attachment D), and 2.08.163 (Attachment E), to authorize the Chief Executive Officer, to continue acting on behalf of the Board of Supervisors to purchase, lease and license real property.
3. Approve for introduction an ordinance amending Section 2.08.165 of Chapter 2.08 of Title 2 – Administration – of the Los Angeles County Code to, among other things, increase the monetary authority of the Chief Executive Officer to enter into architectural, engineering and related services contracts to a cap of \$330,000; and

to increase the monetary authority of the Chief Executive Officer to amend such contracts entered into by the Board of Supervisors to a cap of \$330,000, or ten percent of the original contract amount, whichever is less (Attachment F).

4. Approve for introduction an ordinance amending Section 2.18.030 of Chapter 2.18 of Title 2 – Administration - of the Los Angeles County Code to, among other things, increase the monetary authority of the Director of Public Works to enter into architectural, engineering and related services contracts to a cap of \$330,000; and to increase the monetary authority of the Director of Public Works to amend such contracts entered into by the Board of Supervisors to a cap of \$330,000, or ten percent of the original contract amount, whichever is less (Attachment G).
5. Approve for introduction an ordinance amending Section 2.18.040 of Chapter 2.18 of Title 2 – Administration – of the Los Angeles County Code (construction contracts \$330,000 and less) to, among other things, increase the monetary authority of the Director of Public Works to award construction contracts to a cap of \$330,000; to increase the monetary authority of the Director of Public Works to amend construction contracts entered into by the Board of Supervisors to a cap of \$330,000, or ten percent of the original contract amount, whichever is less; to clarify the Director of Public Works' authority to take certain actions relative to compliance with the California Environmental Quality Act; to clarify the Director of Public Works' authority relative to bids for construction contracts; and to authorize the Director of Public Works to designate materials and products by brand or trade name pursuant to Public Contract Code Section 3400 (Attachment H).
6. Approve for introduction an ordinance amending Section 2.18.050 of Chapter 2.18 of Title 2 – Administration – of the Los Angeles County Code (construction contracts over \$330,000), to update and clarify certain terms in the Section (Attachment I).
7. Approve for introduction ordinances amending various Chapters of Title 2 – Administration – of the Los Angeles County Code, as indicated below, to authorize the Directors of Departments of Public Works, Internal Services, Parks and Recreation, and the Executive Director of the Los Angeles County Development Authority, to approve projects under a previously Board of Supervisors awarded Job Order Contract, if the amount to be paid to the contractor for the project does not exceed \$330,000, and to perform other specified actions with respect to Job Order Contract projects:
 - Section 2.18.042 and 2.18.052 are added for the Department of Public Works (Attachment J and K, respectively);
 - Section 2.81.050 is added for the Internal Services Department (Attachment L);

- Section 2.26.065 is added for the Department of Parks and Recreation (Attachment M); and
- Section 2.58.040 is added for the Executive Director of the Los Angeles County Development Authority (Attachment N).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the introduction and adoption of proposed ordinances is not a project under the California Environmental Quality Act (CEQA).

Adoption of the ordinances referenced above will update the County Code to align with the Government Code and Public Contract Code (PCC), reset and increase leasing terms, increase delegated authority amounts, provide efficiency in implementing and completing Job Order Contract (JOC) projects, address a JOC audit recommendation, as well as expedite projects with seasonal or scheduling constraints, prevent delays in project delivery, and more efficiently serve the needs of the public.

Background

The Strategic Asset Management Plan provides a strategy that focuses on reinvestment in County facilities for the most effective delivery of public services. Part of this strategy is an on-going commitment to innovation and improving efficiency. Adoption of these ordinances authorizes increased level of delegated authority which reduces the time and cost of delivery of real estate and construction services.

Senate Bill No. 780 (SB 780), Local Government Omnibus Act of 2019, was signed by the Governor on September 20, 2019, and took effect on January 1, 2020. SB 780 made numerous changes to the Government Code and the PCC; mostly changing code sections that were out of date, and primarily with the intention of increasing delegations of authority to improve operational efficiencies. SB 780 amends the following:

- Government Code Section 25350.51 to increase the threshold for a County official to lease, license, or amend real property leases or licenses from \$7,500 to \$10,000 per month. The amount and term for this section was last increased by the State in 2006.
- Government Code Section 31000.9 to increase the monetary amount of the authority of a county officer to enter into contracts for architectural, engineering and related services (AE) from \$75,000 to \$330,000, and to increase the monetary amount of the authority of a county officer to amend such contracts entered into by the Board to a cap of \$330,000 or ten percent of the original contract amount, whichever is less. The current limit of \$75,000 was established in 1977.

- PCC Section 20145 to increase the monetary authority of a county officer to award construction contracts from \$75,000 to \$330,000; and to increase the monetary authority of a county officer to amend construction contracts awarded by the Board to a cap of \$330,000, or ten percent of the original contract amount, whichever is less. The current cap of \$75,000 has not been increased since 1982.

In addition, Government Code Sections 25537 and 25350.60 allow the Board of Supervisors, by enacting an ordinance, to delegate authority to county officers to execute leases and licenses without following bidding procedures, or to approve and accept the acquisition of interest in real property. By statute, this authority expires after five years unless renewed by the Board. Delegated authority granted by this Board letter shall be effective through and including September 30, 2025.

Furthermore, Recommendation No. 7 seeks adoption of JOC ordinances to address Recommendation Number 31 of the Auditor-Controller's audit report titled "County Departments' Use of Job Order Contracts Review", dated April 17, 2017, to delegate Board authority to certain department heads to approve a project under a previously Board-awarded JOC if the amount to be paid to the contractor for the project does not exceed \$330,000.

Real Estate Transactions

The purpose of the recommended action is to amend Chapter 2.08 of Title 2 – Administration – of the Los Angeles County Code, Sections 2.08.158, 2.08.159, 2.08.160, 2.08.161, and 2.08.163. The proposed amendments will increase the term and rental amount limitations to bring the County Code up to date with recent revisions to the Government Code, remove reference to a repealed section, and reset the five-year authorization to allow the Chief Executive Officer (CEO) to continue her delegated authority to purchase, lease, and license real property.

Chief Executive Officer Architectural, Engineering and Related Services Contracts

The purpose of the recommended action is to amend Chapter 2.08 of Title 2 – Administration – of the Los Angeles County Code, Section 2.08.165, to bring the County Code up to date with recent revisions to the Government Code. The proposed ordinance will increase the monetary authority of the CEO to enter into AE contracts and increase the CEO's authority to amend AE contracts entered into by the Board; clarify the CEO's authority to amend existing AE contracts entered into by the Board; and remove inapplicable sections.

Public Works Architectural, Engineering and Related Services Contracts

The purpose of the recommended action is to amend Title 2 – Administration – of the Los Angeles County Code, Section 2.18.030, to bring the County Code up to date with recent revisions to the Government Code. This proposed ordinance will increase the monetary authority of the Director of Public Works to enter into AE contracts and increase the monetary authority of the Director of Public Works to amend AE contracts entered into by the Board.

Public Works Construction Contracts

The purpose of the recommended action is to amend Title 2 – Administration – of the Los Angeles County Code, Sections 2.18.040 and 2.18.050, to bring the County Code up to date with recent revisions to the PCC. The ordinance will increase the monetary authority of the Director of Public Works to award construction contracts (and to take other specified actions) and will further increase the monetary authority of the Director of Public Works to amend construction contracts entered into by the Board. The Ordinance will clarify the authority of the Director of Public Works to take certain actions relative to compliance with CEQA for construction-contract procurement not exceeding \$330,000; clarify the Director of Public Work's authority to take certain actions relative to bids for construction contracts; and authorize the Director of Public Works to designate materials and products by brand or trade name pursuant to PCC Section 3400. Finally, the proposed ordinance will update and clarify certain terms in the Sections 2.18.040 and 2.18.050.

Job Order Contracts (Various Departments)

The purpose of the recommended action is to amend various Chapters of Title 2 – Administration – of the Los Angeles County Code to add Sections 2.18.042, 2.18.052, 2.81.050, 2.26.065, and Section 2.58.040 to authorize the Directors of Public Works, Internal Services Department (ISD), Parks and Recreation (Parks), and the Executive Director of the Los Angeles County Development Authority (LACDA), respectively, to approve a project, performed on behalf of the County of Los Angeles, under a Board-awarded JOC, if the amount to be paid to the contractor for the project does not exceed \$330,000; and to perform other specified actions with respect to JOC projects.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with County Strategic Plan Goal III - Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, III.3.1 Maximize Revenue by implementing a process to systematically leverage resources to help fund County

initiatives, III.3.2, Manage and Maximize County Assets, by supporting ongoing efforts to manage and improve public infrastructure assets. Furthermore, the proposed ordinances will improve operational efficiencies in providing real estate and construction related services for County initiatives.

FISCAL IMPACT/FINANCING

There will be no additional costs to the County resulting from approval of the proposed ordinances amending various Chapters of Title 2 - Administration – of the Los Angeles County Code.

The implementation of the proposed ordinances will reduce time and administrative costs required to provide real estate and construction related services resulting in overall cost savings to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The accompanying ordinances amend various chapters of Title 2 – Administration – of the Los Angeles County Code as follows:

Real Estate Transactions

Chapter 2.08, Section 2.08.158 is amended to remove reference to a repealed section (Attachment A).

Chapter 2.08, Section 2.08.159 is amended to increase the monetary limit by which the CEO can execute leases and amendments excluded from the bidding process from \$5,000 to \$10,000 consistent with Government Code Section 25537 and to continue the CEO's delegated authority to lease real property for an additional five years (Attachment B).

Chapter 2.08, Section 2.08.160 is amended to continue the CEO's delegated authority to purchase real property for an additional five years (Attachment C).

Chapter 2.08, Section 2.08.161 is amended to authorize temporary permits and licenses for miscellaneous purposes, limit the term of any licenses or permits authorized under this Section pursuant to Government Code, increase the monetary limit of filming permits and permits for use of court facilities which the CEO is authorized to grant from \$5,000 to \$10,000, and to continue the CEO's delegated authority to license and permit real property for an additional five years. (Attachment D).

Chapter 2.08, Section 2.08.163 is amended to increase the number of years and monetary limit by which the CEO is authorized to lease, license, or amend real property

leases or licenses for use by County departments from three years to five years and from \$7,500 to \$10,000 per month, respectively, consistent with recent changes to Government Code Section 25350.51 (Attachment E).

CEO AE Contracts

Chapter 2.08, Section 2.08.165 is amended (Attachment F) as follows: (1) the monetary amount of the authority of the CEO to enter into contracts for AE services is increased from \$75,000 to \$330,000, consistent with the recent changes in Government Code Section 31000.9; (2) the monetary amount of the CEO's authority to amend contracts for AE services entered into by the Board is increased to a cap of \$330,000, or ten percent of the original contract amount, whichever is less, consistent with recent changes in Government Code Section 31000.9; (3) with respect to existing AE contracts entered into by the Board, the CEO's authority to amend such contracts is clarified; and (4) inapplicable subsections in the ordinance are removed.

Public Works AE Contracts

Chapter 2.18, Section 2.18.030 is amended (Attachment G) as follows: (1) the monetary authority of the Director of the Public Works to enter into contracts for AE services is increased from \$75,000 to \$330,000, consistent with recent changes in Government Code Section 31000.9; (2) the monetary authority of the Director of Public Works to amend contracts for AE services entered into by the Board is increased from \$75,000 to \$330,000, or ten percent of the original contract amount, whichever is less, consistent with recent changes in Government Code Section 31000.9.

Public Works Construction Contracts

Chapter 2.18, Section 2.18.040 (construction contracts \$330,000 and less) is amended (Attachment H) as follows: the monetary authority of the Director of Public Works to award construction contracts (and to take actions related thereto) is increased from \$75,000 to \$330,000; the monetary authority of the Director of Public Works to amend construction contracts awarded by the Board is increased to a cap of \$330,000, or ten percent of the original contract amount, whichever is less; Director of Public Works' authority relative to compliance with CEQA approval for construction contracts not exceeding \$330,000 is clarified; the Director of Public Works' authority to reject non-responsive bids and to waive inconsequential and nonmaterial deficiencies relative to bids for construction-contract procurements not exceeding \$330,000 is clarified; the Director of Public Works is authorized to designate materials and products by brand or trade name pursuant to PCC Section 3400 for construction-contract procurements not exceeding \$330,000; certain provisions in the Section are updated and clarified. Chapter 2.18, Section 2.18.050 (construction contracts over \$330,000) is amended (Attachment I) to update and clarify certain terms of the Chapter.

Public Works Job Order Contracts

Chapter 2.18 is amended to add Sections 2.18.042 and 2.18.052 (Attachment J and K, respectively), to authorize the Director of Public Works, in accordance with the authority provided by sections 20128.5 and 20145 of the PCC and pursuant to sections 20155 through 20155.9 of the PCC, to act in place of the Board in approving a project under a previously Board-awarded JOC if the amount to be paid to the contractor for the project does not exceed \$330,000, in accordance with certain procedures, and perform specified actions with respect to JOC projects that have been approved by the Board in accordance with certain procedures regarding; (a) authorization of project work orders; (b) acceptance of projects and filing notices of completion upon final completion of the project; (c) release of retention money withheld pursuant to applicable provisions of the PCC; (d) granting extensions of time on such projects due to delay deemed to be beyond the contractor's control; and (e) assessing liquidated damages, as authorized by Government Code Section 53069.85 and the contract specifications.

ISD Job Order Contracts

Chapter 2.81, Part 1, is amended to add Section 2.81.050 (Attachment L), to authorize the Director of ISD, in accordance with the authority provided by sections 20128.5 and 20145, of the PCC and pursuant to sections 20155 through 20155.9 of the PCC, to act in place of the Board in approving a project under a previously Board-awarded JOC if the amount to be paid to the contractor for the project does not exceed \$330,000, in accordance with certain procedures, and perform specified actions with respect to JOC projects that have been approved by the Board in accordance with certain procedures regarding (a) authorization of project work orders; (b) acceptance of projects and filing notices of completion upon final completion of the project; (c) release of retention money withheld pursuant to applicable provisions of the PCC; (d) granting extensions of time on such projects due to delay deemed to be beyond the contractor's control; and (e) assessing liquidated damages, as authorized by Government Code Section 53069.85 and the contract specifications.

Parks Job Order Contracts

Chapter 2.26 is amended to add Section 2.26.065 (Attachment M), to authorize the Director of Parks, in accordance with the authority provided by sections 20128.5 and 20145, of the PCC, and pursuant to sections 20155 through 20155.9 of the PCC, to act in place of the Board in approving a project under a previously Board-awarded JOC if the amount to be paid to the contractor for the project does not exceed \$330,000, in accordance with certain procedures, and perform specified actions with respect to JOC projects that have been approved by the Board in accordance with certain procedures regarding (a) authorization of project work orders; (b) acceptance of projects and filing

notices of completion upon final completion of the project; (c) release of retention money withheld pursuant to applicable provisions of the PCC; (d) granting extensions of time on such projects due to delay deemed to be beyond the contractor's control; and (e) assessing liquidated damages, as authorized by Government Code Section 53069.85 and the contract specifications.

LACDA Job Order Contracts

Chapter 2.58 is amended to add Section 2.58.040 (Attachment N), to authorize the Executive Director of LACDA, in accordance with the authority provided by sections 20128.5 and 20145, of the PCC, and pursuant to sections 20155 through 20155.9 of the PCC, to act in place of the Board in approving a project under a previously Board-awarded JOC if the amount to be paid to the contractor for the project does not exceed \$330,000, in accordance with certain procedures, and perform specified actions with respect to JOC projects that have been approved by the Board in accordance with certain procedures regarding; (a) authorization of project work orders; (b) acceptance of projects and filing notices of completion upon final completion of the project; (c) release of retention money withheld pursuant to applicable provisions of the PCC; (d) granting extensions of time on such projects due to delay deemed to be beyond the contractor's control; and (e) assessing liquidated damages, as authorized by Government Code Section 53069.85 and the contract specifications.

ENVIRONMENTAL DOCUMENTATION

The proposed actions do not constitute projects under CEQA. The recommended actions to introduce and adopt ordinances do not meet the definition of a project according to Public Resources Code Section 21065 and Section 15378(a) of the State CEQA Guidelines and are also excluded from the definition of a project under Section 15378 (b)(4) and (5) of the State CEQA Guidelines. Per these guidelines, the actions are administrative activities of government that will not result in direct or indirect physical changes in the environment, and also involve the creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant impact on the environment.

Chapter 2.18 of Title 2, Section 2.18.040, has been amended to identify the Director of Public Works' authority to make findings of exemption under CEQA as appropriate and adds language to delegate Authority to the Director to find that activities are within the scope of environmental documents previously approved by the Board under the provisions of CEQA.

As individual projects are identified in the future, the involved departments will conduct appropriate review to determine necessary actions under CEQA prior to implementing

any activity that would be considered a project. The departments will return to the Board to recommend approval of any projects that are not exempt under CEQA, with the exception of the approval of activities approved by the Director of Public Works under Title 2, Section 2.18.040, as noted above.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Adoption of the proposed ordinances amending various Chapters of Title 2 – Administration – of the Los Angeles County Code will improve operational efficiencies and reduce time and costs required to provide real estate and construction related services.

CONCLUSION

Please return one adopted copy of this Board letter to the Chief Executive Office, Capital Programs and Real Estate Divisions; Public Works, Project Management Division; Internal Services, Facilities Operations Service Division; Parks and Recreation; Los Angeles County Development Authority; Auditor-Controller; and County Counsel.

Respectfully submitted,

Sachi A. Hamai
Chief Executive Officer

SAH:FAD:DPH
BMB:MD:KAV:kb

Enclosures

- c: Executive Office, Board of Supervisors
- County Counsel
- Auditor-Controller
- Internal Services
- Los Angeles County Development Authority
- Parks and Recreation
- Public Works

ORDINANCE NO. _____

An ordinance amending Title 2 – Administration, of the Los Angeles County Code, relating to the authority of the Chief Executive Officer to perform certain duties on behalf of the Board of Supervisors, pursuant to Government Code sections 25350.51, 25350.60, 25537, and 25538.1.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 2.08.158 is hereby amended to read as follows:

2.08.158 Sale of ~~r~~Real ~~p~~Property—Lease ~~d~~During ~~n~~Negotiations.

Pending a sale made by negotiations pursuant to Section 2.08.~~457~~164 of this ~~e~~Chapter, the ~~e~~Chief ~~administrative~~Executive ~~e~~Officer may lease the real property by direct negotiation on behalf of the ~~e~~County on a month-to-month tenancy, but in no event for more than 12 months without first obtaining the approval of the ~~b~~Board of ~~s~~Supervisors.

SECTION 2. Section 2.08.159 is hereby amended to read as follows:

2.08.159 Minor ~~l~~Leases.

A. Anything in this ~~e~~Chapter to the contrary notwithstanding, the taking of bids is not required in the case of leases or amendments to leases of a duration not exceeding 10 years and having an estimated rental value of not more than ~~\$5~~10,000-00 per month. Where the bidding procedure is not used, the monthly rental in the executed lease shall not exceed ~~\$5~~10,000-00 per month, the term of the executed lease shall not exceed 10 years, and the lease is not renewable. The ~~e~~Chief ~~administrative~~Executive

Officer is authorized to execute leases or amendments to leases excluded from the bidding procedure, pursuant to this Section.

B. Pursuant to Government Code Sections 25537 and 25538.1, the Chief administrative Executive Officer is authorized to act on behalf of the Board of Supervisors with respect to the lease of any real property of the County where the total rental to be paid to the County, pursuant to the lease or any lease amendment, does not exceed \$75,000.00, provided the Chief administrative Executive Officer accepts the highest proposal for the proposed lease submitted in response to a call for bids posted in at least three public places for not less than 15 days and published for not less than two weeks in a newspaper of general circulation or rejects all bids.

C. Expiration of Authority. The authority granted to the Chief Executive Officer, pursuant to this Section, shall be effective through and including September 30, 2025, after which time it shall be deemed expired and of no further effect.

SECTION 3. Section 2.08.160 is hereby amended to read as follows:

2.08.160 Purchase of Real Property—\$75,000.00 or Less.

Pursuant to the authority granted by California Government Code section 25350.60, the Chief Executive Officer is authorized to perform all acts necessary to approve and accept for the County the acquisition of any interest in real property where the purchase price for such interest does not exceed \$75,000.00, in accordance with the following specified procedures:

...

C. Approval of Acquisition by Planning Agency. The ~~e~~Chief ~~administrative~~Executive ~~e~~Officer shall submit the proposed acquisition to the appropriate planning agency, in accordance with Government Code section 65402, or any statute which may later become appropriate, prior to the acquisition of the property.

...

F. Condemnation. Notwithstanding any other provision of this ~~e~~Chapter, the Chief Executive Officer's authority shall be exercised in conjunction with ~~the~~ County Counsel for any acquisition of an interest in real property where a resolution of condemnation has been previously adopted by the Board of Supervisors of the County of Los Angeles for the County of Los Angeles, or in its ex officio capacity for any other public entity.

...

H. Expiration of Authority. The authority granted to the Chief Executive Officer, pursuant to this Section, shall be effective through and including ~~July 31,~~ ~~2014~~September 30, 2025, after which time it shall be deemed expired and of no further effect.

SECTION 4. Section 2.08.161 is hereby amended to read as follows:

2.08.161 Licenses and ~~p~~Permits—Issuance ~~e~~Conditions.

The ~~e~~Chief ~~administrative~~Executive ~~e~~Officer and, subject to the direction and control of the ~~e~~Chief ~~administrative~~Executive ~~e~~Officer, his/her ~~designates~~designees within the department, may grant licenses or permits permitting the use of ~~e~~County-owned property by persons, firms, corporations, cities, districts, and public agencies,

and may apply for and agree to pay for licenses or permits permitting the use of real property by the eCounty, if:

A. The length of term and estimated or actual compensation passing either to or from the eCounty for the license or permit conforms to the limits set out in Sections 2.08.159 or 2.08.163, as applicable; and

B. The license or permit falls into one or more of the following categories:

1. Little League or Pop Warner type of food and soft drink vending stands in public parks;

2. Permits of any duration to and from public utilities, municipalities, school districts, irrigation, flood control, or other special districts within the eCounty (but excluding franchises) for utility lines, cables, pipelines, vaults, anchors, poles, towers, meters, and similar devices, including the installation and maintenance thereof;

3. Permits of any duration for ingress and egress of eCounty property;

4. Licenses for a period of five days or less for use of eCounty land for the sale of food and soft drinks at miscellaneous special sporting events, i.e., volleyball tournaments, archery shoots, etc.;

5. Licenses to permit use of space on eCounty property for vending machines or coin-operated devices, i.e., storage lockers, photocopy machines, telescopes, etc.;

6. Permits issued by the filming permit coordination office, as provided in this eChapter, if the estimated or actual compensation passing either to or from the eCounty for the permit is ~~\$510,000.00~~ or less;

7. Concessions for blind-operated cafeterias and vending stands in eCounty buildings;
8. Licenses permitting catering trucks to enter eCounty-owned or operated parking lots for the purpose of vending food and soft drinks;
9. Licenses to private persons to undertake geological surveys or core drillings on eCounty land;
10. Licenses and permits for a period of five days or less for use of eCounty property for community activities, including parking purposes;
11. Right-of-entry permits from the eCounty to other public agencies prior to the sale of an easement or fee title in eCounty-owned property;
12. Temporary permits or licenses to or from the eCounty for miscellaneous purposes not specified above;
13. Permits for the use of eCounty court facilities for litigation in which private judges preside, provided the use of such facilities does not interfere with the operations of the courts and would further the interests of justice. Compensation for such permits shall be at a daily rate adequate to reimburse all associated eCounty costs, as determined by the eChief administrative ~~Executive~~ eOfficer, and shall not exceed \$~~510,000.00~~ per permit.

C. Expiration of Authority. The authority granted to the Chief Executive Officer, pursuant to this Section, shall be effective through and including September 30, 2025, after which time it shall be deemed expired and of no further effect.

SECTION 5. Section 2.08.163 is hereby amended to read as follows:

2.08.163 Leasing of pProperty.

Pursuant to Government Code ~~S~~section 25350.51, the ~~e~~Chief ~~administrative~~Executive ~~o~~fficer is authorized to lease ~~or amend existing leases of real~~ property for use by county departments real property for use by the County or to obtain the use of real property for the County by license for a term not to exceed ~~three~~five years and for a rental not to exceed ~~\$7,500.00~~10,000 per month and to amend real property leases or licenses for improvement or alterations, or both, with a total cost not to exceed ~~\$7,500.00~~10,000 provided that the amendment does not extend the term of the lease or license and that no more than two amendments, not to exceed ~~\$7,500.00~~10,000 each, are made within a 12-month period. Notice of intention to consummate such a lease shall be as required by Government Code ~~S~~section 25350.51 ~~of the Government Code~~.

[208158JACC]

ORDINANCE NO. _____

An ordinance to amend Title 2 – Administration – of the Los Angeles County Code concerning the authority of the Chief Executive Officer to enter into contracts for architectural, engineering and related consultant services, and to amend such contracts entered into by the Board, in accordance with recent changes to State law.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 2.08.165 is hereby amended to read as follows:

2.08.165 Architectural, engineering and related services—

~~\$75,000~~330,000 or less.

A. Pursuant to the authority granted by ~~California~~ Government Code ~~Section 31000.9~~, the ~~eChief administrative~~Executive ~~eOfficer~~ is authorized to perform any or all acts or actions permitted or required of the board of supervisors to enter into contracts on behalf of the county for architectural, engineering and related services for asset management related activities where the amount of the consultant services contract does not exceed ~~\$75,000~~330,000, and is further authorized to enter into amendments to consultant services contracts entered into by the board of supervisors where the amount of any such amendment does not exceed 10 percent of the amount of the original contract or ~~\$75,000~~330,000, whichever is less. The aggregate total amount of amendments to contracts entered into by the board of supervisors may not exceed 25 percent of the amount of the original contract.

B. The ~~eChief administrative~~Executive ~~eOfficer~~ shall exercise his/her authority in conformance with the following procedures:

1. On projects, studies and reports with an estimated fee under \$25,000, the ~~e~~Chief administrative~~e~~Executive ~~e~~Officer shall:

- a. Prepare a work statement;
- b. Select a consultant from a list maintained by the department, the selection to be based on professional expertise, specific project requirements, time commitments and fee schedules on file with the department;
- c. Negotiate a fair and reasonable fee with the consultant, including a maximum cost, using established departmental procedures, fee schedules and project requirements; and
- d. Execute the contract after approval as to form by county counsel and receipt of insurance certificates from the consultant.

2. On projects, studies and reports with an estimated fee ~~in excess of \$25,000 or more~~between \$25,000 and \$330,000, the ~~e~~Chief administrative~~e~~Executive ~~e~~Officer shall:

- a. Prepare a work statement;
- b. Solicit requests for proposals, which shall be evaluated by the department;
- c. Select a consultant on the basis of professional expertise in the area of service need, organization, experience, ability to meet county needs and time commitment;
- d. Negotiate a fair and reasonable "not-to-exceed fee" with the consultant; and

e. Execute the consultant agreement after approval as to form by county counsel and receipt of insurance certificates from the consultant.

3. On amendments to existing architectural, engineering and related consultant services contracts entered into by the board that individually do not exceed 10 percent of the original contract or \$330,000, whichever is less, the Chief Executive Officer shall:

a. Determine that such additional work is necessary;

b. Negotiate a fair and reasonable fee for the additional work; and

c. Execute an amendment to the original contract, subject to approval as to form by county counsel.

~~C. The chief administrative officer shall exercise his/her authority in conformance with the following procedures:~~

~~1. Whenever the architectural or engineering fee is estimated to be \$75,000.00 or less, the chief administrative officer may appoint an architect or engineer. Architects shall be selected from a list provided by the architectural evaluation board and reviewed by the supervisor in whose district the project is located.~~

[208165THCC]

ORDINANCE NO. _____

An ordinance to amend Chapter 2.18 of Title 2 – Administration – of the Los Angeles County Code in accordance with recent changes in State law, as follows:

- (1) the monetary authority of the Director of the Department of Public Works ("Director") to enter into contracts for architectural, engineering and related services is increased to a cap of \$330,000;
- (2) the monetary authority of the Director to amend contracts for architectural, engineering and related services entered into by the Board is increased to a cap of \$330,000, or ten percent of the original contract amount, whichever is less;
- (3) the monetary authority of the Director to award construction contracts (and to take actions related thereto) is increased to a cap of \$330,000;
- (4) the monetary authority of the Director to amend construction contracts awarded by the Board is increased to a cap of \$330,000, or ten percent of the original contract amount, whichever is less;
- (5) clarifications are made concerning the authority of the Director to take certain actions relative to California Environmental Quality Act ("CEQA") compliance for construction-contract procurements not exceeding \$330,000;
- (6) clarifications are made concerning the authority of the Director to reject non-responsive bids and to waive inconsequential and nonmaterial deficiencies relative to bids for construction-contract procurements not exceeding \$330,000;
- (7) the Director is authorized to make a finding that a particular material, product, thing, or service will be designated by a specific brand or trade name pursuant to Public Contract Code Section 3400 for construction-contract procurements not exceeding \$330,000; and
- (8) certain terms used in the provisions of this chapter are updated and clarified.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 2.18.030 is hereby amended to read as follows:

2.18.030 Director—Delegation of Additional Duties.

A. The director is authorized to perform any or all acts or actions permitted or required of the board of supervisors to enter into contracts for architectural, engineering and related services where the amount of the contract does not exceed ~~\$75,000~~\$330,000. The director is further authorized to enter into amendments to such contracts entered into by the board where the amount of any amendment does not exceed 10 percent of the amount of the original contract or ~~\$75,000~~ \$330,000, whichever is less. The aggregate total amount of such amendments to an original contract may not exceed 25 percent of the amount of the original contract.

B. The director shall exercise his authority in conformance with the following procedures:

1. On projects, studies and reports with an estimated cost of less than \$25,000, the director shall:
 - a. Prepare a work statement;
 - b. Select a service provider from a list maintained by the department of public works, or solicit requests for proposals in the event a list does not exist in the specific service category to be contacted. Selection of the service provider is to be based on professional expertise, specific project requirements, time commitments and fee schedules, if any on file with the department;

c. Negotiate a fair and reasonable fee with the service provider, including a maximum cost, using established departmental procedures, fee schedules and project requirements; and

d. Execute the service contract, subject to approval as to form by county counsel and receipt of appropriate insurance certificate from the service provider.

2. On projects, studies and reports with an estimated cost between \$25,000 and ~~\$75,000~~ \$330,000, the director shall:

a. Prepare a work statement;

b. Solicit requests for proposals, which shall be evaluated by the public works department service contractor selection committee;

c. Select a service provider on the basis of professional expertise in the area of service need, organization, experience, ability to meet county needs and time commitment;

d. Negotiate a fair and reasonable not-to-exceed fee with the service provider; and

e. Execute the service agreement, subject to approval as to form by county counsel and receipt of appropriate insurance certificate from the service provider.

3. On amendments to existing service contracts entered into by the board ~~which~~that individually do not exceed 10 percent of the original contract or ~~\$75,000~~\$330,000, whichever is less, the director shall:

- a. Determine that such additional work is necessary;
- b. Negotiate a fair and reasonable fee for the additional work;
- c. Execute an amendment to the original contract, subject to approval as to form by county counsel.

4. The director will maintain as a public record, documentation of staff recommendations and support materials for all actions taken under this delegation of authority.

SECTION 2. Section 2.18.040 is hereby amended to read as follows:

2.18.040 Construction eContracts—~~\$75,000~~ \$330,000 or Less.

A. Pursuant to the authority granted by ~~California~~ Public Contract Code Sections 20142 and 20145, the director is authorized to perform any or all acts or actions permitted or required of the board of supervisors by Article 3.5, Chapter 1, Part 3, Division 2, of the ~~California~~ Public Contract Code, commencing with Section 20120, with respect to contracts or changes or alterations to contracts within the monetary limits set forth in Sections 20142 and 20145. This authorization includes the authority to adopt and advertise plans and specifications, award contracts, approve bonds or order the change or alteration of contracts, with respect to original contracts that do not exceed the total amount of ~~\$75,000~~ \$330,000 or with respect to changes or alterations to original contracts entered into by the board of supervisors within the monetary limits set forth in Public Contract Code Sections 20142 and 20145. In exercising the authority delegated pursuant to this section, the director shall determine whether the California Environmental Quality Act is applicable to the proposed activities.

and, as appropriate, prior to approving the activities, the director shall make exemption findings for activities that constitute a project, or the director shall make a finding that the proposed activities are within the scope of an environmental document that was previously considered and approved by the board of supervisors under the California Environmental Quality Act. As applicable, if the proposed activities constitute a project and are not determined by the director to be exempt, or if the proposed activities are not determined by the director to be within the scope of an environmental document that was previously considered and approved by the board of supervisors, the director shall recommend necessary findings under the California Environmental Quality Act to the board of supervisors when project approval is recommended.

B. The director shall exercise his/her authority in conformance with the following procedures:

1. Adoption of Drawings and Specifications. The director may act in place of the supervisors in adopting the drawings and specifications pursuant to Public Contract Code Section 20124. The specifications shall conform to the standard general conditions and supplementary conditions utilized in specifications adopted by the board of supervisors. Such specifications shall contain a provision requiring a minimum of five percent retention of progress payments withheld pursuant to Public Contract Code Section 9203. The specifications adopted by the director shall also establish construction times and completion dates, based upon historic experience on similar types of work and on industry guidelines. The director is authorized to include in the specifications provisions for liquidated damages pursuant to Government Code Section

53069.85. ~~All specifications shall be submitted to the county counsel for approval as to form before their adoption by the director.~~ Adoption of plans and specifications shall be effective at the time that the director signs a letter to the clerk of the board of supervisors indicating the adoption of the plans and specifications.

2. Advertisement for Bids. The director shall advertise for bids in conformance with Public Contract Code Sections 20125 and 20127, and Government Code Section 53068.

3. Receipt of Bids and Relief of Low Bidder. The director is authorized to receive and open bids in the manner authorized by law and to allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in Public Contract Code Sections 4100 et seq. and 5100 et seq. The director is further authorized to make a determination that a bid is non-responsive, and to reject a bid on that basis, and to waive inconsequential and nonmaterial deficiencies in bids submitted, in the manner authorized by law.

4. Preference for Materials. The director is authorized to make a finding, to be described in the invitation for bids, that a particular material, product, thing, or service will be designated by a specific brand or trade name on the grounds set forth in Public Contract Code Section 3400.

45. Award of Contract. The director shall award the contract to the lowest responsible bidder with a responsive bid, in accordance with Public Contract Code Section 20128. In the case of identical low bids, the director shall award the contract in conformance with Government Code Section 53064.

56. Construction Bonds. The director shall require that the person to whom the contract is awarded shall execute a bond in the standard forms as required by Public Contract Code Section 20129 and ~~Section 3247 of the Civil Code~~ Section 9550.

67. Supplemental Agreements. The director is authorized to enter into supplemental agreements in accordance with Public Contract Code Section 20145 in contracts where the original contract amount does not exceed ~~\$75,000.~~ \$330,000. In addition, the director may enter into supplemental agreements in accordance with Public Contract Code Sections 20142 and 20145 for changes and alterations in original contracts approved by the board of supervisors where the changes or alterations do not exceed 10 percent of the amount of the original contract or ~~\$75,000~~ \$330,000, whichever is less. The aggregate total amount of such changes or alterations to the original contract may not exceed 25 percent of the amount of the original contract within the monetary limits set forth in Public Contract Code Sections 20142 and 20145.

78. Acceptance of Project. The director is authorized to accept projects upon their final completion where the original contract amount does not exceed ~~\$75,000~~\$330,000. The director may authorize the release of the retention money withheld pursuant to Public Contract Code Sections 9203 and 7107, as permitted by law. The director is further authorized to grant extensions of time on the project for delay beyond the contractor's control and to assess liquidated damages as authorized by Government Code Section 53069.85 and the contract specifications.

89. Emergencies. In cases where the director, with the concurrence of the county counsel, determines that an great emergency exists within the meaning of Public

Contract Code Section 20134 and when it would be impractical for the board of supervisors to act, the director may exercise the emergency powers of the board of supervisors pursuant to Sections 20134 and 22050 where the total estimated cost of the work does not exceed \$75,000.00; provided, however, that the chief ~~administrative~~executive officer must first certify the availability of funds for the work. Any such action by the director shall be promptly reported to the board of supervisors.

SECTION 3. Section 2.18.050 is hereby amended to read as follows:

2.18.050 Construction eContracts over ~~\$75,000~~ \$330,000.

Pursuant to the authority granted by ~~California~~ Public Contract Code Sections 20142 and 20145, the director is authorized to perform the following acts or actions permitted or required of the board of supervisors by Article 3.5, Chapter 1, Part 3, Division 2, of the ~~California~~ Public Contract Code, commencing with Section 20120, with respect to contracts or changes or alterations to contracts within the monetary limits set forth in Sections 20142 and 20145.

1. Advertisement for Bids.

a. The director is authorized to amend plans and specifications adopted by the board of supervisors prior to the closing time for receipt of bids, provided such amendment does not cause the estimated cost of construction to be increased so as to exceed the amount budgeted. Notice of such amendment shall be published in accordance with the requirements of publication of the invitation for bids.

b. The director is authorized to extend bid periods up to a maximum of three weeks by publishing an amendment to the bidding documents.

2. Reallocation of Budgeted Funds. The director is authorized to reallocate funds within a capital project at no increase in the overall cost of the project.

3. Receipt of Bids and Relief of Low Bidder. The director is authorized to receive and open bids in the manner authorized by law and to allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in Public Contract Code Sections 4100 et seq. and 5100 et seq.

4. Supplemental Agreements. The director may enter into supplemental agreements in accordance with Public Contract Code Sections 20142 and 20145 for changes or alterations in original contracts approved by the board of supervisors within the monetary amounts set forth in Sections 20142 and 20145.

5. Acceptance of Project. The director is authorized to accept projects upon their final completion. The director may authorize the release of the retention money withheld pursuant to Public Contract Code Sections 9203 and 7107, as permitted by law. The director is further authorized to grant extensions of time on the project for delay beyond the contractor's control, and to assess liquidated damages as authorized by Government Code Section 53069.85 and the contract specifications.

[218030THCC]

ORDINANCE NO. _____

An ordinance amending Chapter 2.18 of Title 2 – Administration – of the Los Angeles County Code by adding Section 2.18.042, which authorizes the Director of the Department of Public Works to approve a project under a previously-awarded job order contract, if the amount to be paid to the contractor for the project does not exceed three hundred thirty thousand dollars (\$330,000), in conformance with certain procedures regarding authorization of project work orders and acceptance of projects.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 2.18.042 is hereby added to read as follows:

2.18.042 Job Order Contracts—Projects of \$330,000 or Less.

A. In accordance with authority provided by Article 3.5, Chapter 1, Part 3, Division 2, sections 20128.5 and 20145, of the Public Contract Code, and pursuant to Article 3.7, Chapter 1, Part 3, Division 2, sections 20155 through 20155.9, of the Public Contract Code, the Director is authorized to act in place of the Board of Supervisors in approving a project under a previously-awarded job order contract, if the amount to be paid to the contractor for the project does not exceed three hundred thirty thousand dollars (\$330,000).

B. The Director shall exercise his or her authority in conformance with the following procedures:

1. Authorization of Project Work Orders. The Director is authorized to issue a project work order, with monetary authorization, after there has been a scoping

meeting with the contractor and the contractor has submitted a cost proposal for a scope of work that is approved by the Director.

2. Acceptance of Projects. The Director is authorized to accept such projects and file notices of completion upon final completion of the projects. The Director may also approve the release of the retention money withheld, pursuant to the applicable provisions of the Public Contract Code. The Director is further authorized to grant extensions of time on such projects due to delay deemed to be beyond the contractor's control, and to assess liquidated damages, as authorized by Government Code section 53069.85 and the contract specifications.

[218042THCC]

ORDINANCE NO. _____

An ordinance amending Chapter 2.18 of Title 2 – Administration – of the Los Angeles County Code by adding Section 2.18.052, authorizing the Director of the Department of Public Works to perform specified actions, including approving work orders, with respect to job-order-contract projects that have been approved by the Board of Supervisors, in conformance with certain procedures regarding authorization of project work orders and acceptance of projects.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 2.18.052 is hereby added to read as follows:

2.18.052 Job Order Contracts—Projects Approved by the Board of Supervisors.

A. In accordance with authority provided by Article 3.5, Chapter 1, Part 3, Division 2, sections 20128.5 and 20145, of the Public Contract Code, and pursuant to Article 3.7, Chapter 1, Part 3, Division 2, sections 20155 through 20155.9, of the Public Contract Code, the Director is authorized to perform the following acts or actions with respect to job-order-contract projects that have been approved by the Board of Supervisors in conformance with the following procedures:

1. Authorization of Project Work Orders. The Director is authorized to issue a project work order, with monetary authorization, after there has been a scoping meeting with the contractor and the contractor has submitted a cost proposal for a scope of work that is approved by the Director.

2. Acceptance of Projects. The Director is authorized to accept such projects and file notices of completion upon final completion of the projects.

The Director may also approve the release of the retention money withheld, pursuant to the applicable provisions of the Public Contract Code. The Director is further authorized to grant extensions of time on such projects due to delay deemed to be beyond the contractor's control, and to assess liquidated damages, as authorized by Government Code section 53069.85 and the contract specifications.

[218052THCC]

ORDINANCE NO. _____

An ordinance amending Chapter 2.81, Part 1, of Title 2 – Administration – of the Los Angeles County Code by adding Section 2.81.050, which authorizes the Director of the Internal Services Department to: (1) approve a project under a previously-awarded job order contract, if the amount to be paid to the contractor for the project does not exceed three hundred thirty thousand dollars (\$330,000), in conformance with certain procedures; and (2) perform specified actions, including approving work orders, with respect to job-order-contract projects that have been approved by the Board of Supervisors, in accordance with certain procedures.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 2.81.050 is hereby added to read as follows:

A. Job Order Contracts—Projects of \$330,000 or Less.

1. In accordance with authority provided by Article 3.5, Chapter 1, Part 3, Division 2, sections 20128.5 and 20145, of the Public Contract Code, and pursuant to Article 3.7, Chapter 1, Part 3, Division 2, sections 20155 through 20155.9, of the Public Contract Code, the Director is authorized to act in place of the Board of Supervisors in approving a project under a previously-awarded job order contract, if the amount to be paid to the contractor for the project does not exceed three hundred thirty thousand dollars (\$330,000).

2. The Director shall exercise his or her authority in conformance with the following procedures:

a. Authorization of Project Work Orders. The Director is authorized to issue a project work order, with monetary authorization, after there has been a scoping meeting with the contractor and the contractor has submitted a cost proposal for a scope of work that is approved by the Director.

b. Acceptance of Projects. The Director is authorized to accept such projects and file notices of completion upon final completion of the projects. The Director may also approve the release of the retention money withheld, pursuant to the applicable provisions of the Public Contract Code. The Director is further authorized to grant extensions of time on such projects due to delay deemed to be beyond the contractor's control, and to assess liquidated damages, as authorized by Government Code section 53069.85 and the contract specifications.

B. Job Order Contracts—Projects Approved by the Board of Supervisors.

1. In accordance with authority provided by Article 3.5, Chapter 1, Part 3, Division 2, sections 20128.5 and 20145, of the Public Contract Code, the Director is authorized to perform the following acts or actions with respect to job-order-contract projects that have been approved by the Board of Supervisors in conformance with the following procedures:

a. Authorization of Project Work Orders. The Director is authorized to issue a project work order, with monetary authorization, after there has been a scoping meeting with the contractor and the contractor has submitted a cost proposal for a scope of work that is approved by the Director.

b. Acceptance of Projects. The Director is authorized to accept such projects and file notices of completion upon final completion of the projects. The Director may also approve the release of the retention money withheld, pursuant to the applicable provisions of the Public Contract Code. The Director is further authorized to grant extensions of time on such projects due to delay deemed to be beyond the contractor's control, and to assess liquidated damages, as authorized by Government Code section 53069.85 and the contract specifications.

[281050THCC]

ORDINANCE NO. _____

An ordinance amending Chapter 2.26 of Title 2 – Administration – of the Los Angeles County Code by adding Section 2.26.065, which authorizes the Director of the Department of Parks and Recreation to: (1) approve a project under a previously-awarded job order contract, if the amount to be paid to the contractor for the project does not exceed three hundred thirty thousand dollars (\$330,000), in conformance with certain procures; and (2) perform specified actions, including approving work orders, with respect to job-order-contract projects that have been approved by the Board of Supervisors, in accordance with certain procedures.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 2.26.065 is hereby added to read as follows:

A. Job Order Contracts—Projects of \$330,000 or Less.

1. In accordance with authority provided by Article 3.5, Chapter 1, Part 3, Division 2, sections 20128.5 and 20145, of the Public Contract Code, and pursuant to Article 3.7, Chapter 1, Part 3, Division 2, sections 20155 through 20155.9, of the Public Contract Code, the Director is authorized to act in place of the Board of Supervisors in approving a project under a previously-awarded job order contract, if the amount to be paid to the contractor for the project does not exceed three hundred thirty thousand dollars (\$330,000).

2. The Director shall exercise his or her authority in conformance with the following procedures:

a. Authorization of Project Work Orders. The Director is authorized to issue a project work order, with monetary authorization, after there has been a scoping meeting with the contractor and the contractor has submitted a cost proposal for a scope of work that is approved by the Director.

b. Acceptance of Projects. The Director is authorized to accept such projects and file notices of completion upon final completion of the projects. The Director may also approve the release of the retention money withheld, pursuant to the applicable provisions of the Public Contract Code. The Director is further authorized to grant extensions of time on such projects due to delay deemed to be beyond the contractor's control, and to assess liquidated damages, as authorized by Government Code section 53069.85 and the contract specifications.

B. Job Order Contracts—Projects Approved by the Board of Supervisors.

1. In accordance with authority provided by Article 3.5, Chapter 1, Part 3, Division 2, sections 20128.5 and 20145, of the Public Contract Code, and pursuant to Article 3.7, Chapter 1, Part 3, Division 2, sections 20155 through 20155.9, of the Public Contract Code, the Director is authorized to perform the following acts or actions with respect to job-order-contract projects that have been approved by the Board of Supervisors in conformance with the following procedures:

a. Authorization of Project Work Orders. The Director is authorized to issue a project work order, with monetary authorization, after there has

been a scoping meeting with the contractor and the contractor has submitted a cost proposal for a scope of work that is approved by the Director.

b. Acceptance of Projects. The Director is authorized to accept such projects and file notices of completion upon final completion of the projects. The Director may also approve the release of the retention money withheld, pursuant to the applicable provisions of the Public Contract Code. The Director is further authorized to grant extensions of time on such projects due to delay deemed to be beyond the contractor's control, and to assess liquidated damages, as authorized by Government Code section 53069.85 and the contract specifications.

[226065THCC]

ORDINANCE NO. _____

An ordinance amending Chapter 2.58 of Title 2 – Administration – of the Los Angeles County Code by adding Section 2.58.040, which authorizes the Executive Director of the Los Angeles County Development Authority to: (1) approve a project under a previously-awarded job order contract, if the amount to be paid to the contractor for the project does not exceed three hundred thirty thousand dollars (\$330,000), in conformance with certain procedures; and (2) perform specified actions, including approving work orders, with respect to job-order-contract projects that have been approved by the Board of Supervisors, in accordance with certain procedures.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 2.58.040 is hereby added to read as follows:

A. Job Order Contracts—Projects of \$330,000 or Less.

1. In accordance with authority provided by Article 3.5, Chapter 1, Part 3, Division 2, sections 20128.5 and 20145, of the Public Contract Code, and pursuant to Article 3.7, Chapter 1, Part 3, Division 2, sections 20155 through 20155.9, of the Public Contract Code, the Executive Director of the Los Angeles County Development Authority ("Executive Director") is authorized to act in place of the Board of Supervisors in approving a project that is performed on behalf of the County of Los Angeles under a previously-awarded order contract, if the amount to be paid to the contractor for the project does not exceed three hundred thirty thousand dollars (\$330,000).

2. The Executive Director shall exercise his or her authority in conformance with the following procedures:

a. Authorization of Project Work Orders. The Executive Director is authorized to issue a project work order, with monetary authorization, after there has been a scoping meeting with the contractor and the contractor has submitted a cost proposal for a scope of work that is approved by the Executive Director.

b. Acceptance of Projects. The Executive Director is authorized to accept such projects and file notices of completion upon final completion of the projects. The Executive Director may also approve the release of the retention money withheld, pursuant to the applicable provisions of the Public Contract Code. The Executive Director is further authorized to grant extensions of time on such projects due to delay deemed to be beyond the contractor's control, and to assess liquidated damages, as authorized by Government Code section 53069.85 and the contract specifications.

B. Job Order Contracts—Projects Approved by the Board of Supervisors.

1. In accordance with authority provided by Article 3.5, Chapter 1, Part 3, Division 2, sections 20128.5 and 20145, of the Public Contract Code, and pursuant to Article 3.7, Chapter 1, Part 3, Division 2, sections 20155 through 20155.9, of the Public Contract Code, the Executive Director is authorized to perform the following acts or actions with respect to job-order-contract projects that have been approved by the Board of Supervisors in conformance with the following procedures:

a. Authorization of Project Work Orders. The Executive Director is authorized to issue a project work order, with monetary authorization, after there has been a scoping meeting with the contractor and the contractor has submitted a cost proposal for a scope of work that is approved by the Executive Director.

b. Acceptance of Projects. The Executive Director is authorized to accept such projects and file notices of completion upon final completion of the projects. The Executive Director may also approve the release of the retention money withheld, pursuant to the applicable provisions of the Public Contract Code. The Executive Director is further authorized to grant extensions of time on such projects due to delay deemed to be beyond the contractor's control, and to assess liquidated damages, as authorized by Government Code section 53069.85 and the contract specifications.

[258040THCC]

SUMMARY OF ORDINANCE CHANGES
VARIOUS CHAPTERS OF TITLE 2 – ADMINISTRATION – OF THE LOS ANGELES COUNTY CODE

Rec No.	Chapter/Section	Ordinance	Changes
2	Chapter 2.08 Section 2.08.158 CEO Sale of Real Property – Lease During Negotiations	Pending a sale made by negotiations pursuant to Section 2.08.157 Section 2.08.164 of this chapter, the Chief Executive Officer may lease the real property by direct negotiation on behalf of the county on a month-to-month tenancy, but in no event for more than 12 months without first obtaining the approval of the board of supervisors.	<ul style="list-style-type: none"> Removes reference to repealed Section 2.08.157 and replaces it with Section 2.08.164. Updates CAO to CEO
2	Chapter 2.08 Section 2.08.159 CEO Minor Leases	<p>Anything in this chapter to the contrary notwithstanding, the taking of bids is not required in the case of leases or amendments to leases of a duration not exceeding 10 years and having an estimated rental value of not more than \$5,000.00 \$10,000 per month. Where the bidding procedure is not used, the monthly rental in the executed lease shall not exceed \$5,000.00 \$10,000 per month, the term of the executed lease shall not exceed 10 years, and the lease is not renewable. The Chief Executive Officer is authorized to execute leases or amendments to leases excluded from the bidding procedure pursuant to this section.</p> <p><u>Expiration of Authority. The authority granted to the Chief Executive Officer, pursuant to this Section, shall be effective through and including September 30, 2025, after which time it shall be deemed expired and of no further effect.</u></p>	<ul style="list-style-type: none"> Increases the monetary limit by which CEO can execute leases and amendments excluded from bidding process from \$5,000 to \$10,000, consistent with GC Section 25537 (updated in 2003) Updates CAO to CEO Government Code (GC) 25537(c)(2) limits county officer delegated authority to 5 years Adds expiration of authority to make CEO delegated authority to purchase, lease, and license real property effective through September 30, 2025
2	Chapter 2.08 Section 2.08.160 CEO Purchase of Real Property - \$75,000 or Less	<p>Pursuant to the authority granted by GC Section 25350.60, the Chief Executive Officer is authorized to perform all acts necessary to approve and accept for the County the acquisition of any interest in real property where the purchase price for such interest does not exceed \$75,000, in accordance with the following specified procedures (A-H).</p> <p>H. Expiration of Authority. The authority granted to the Chief Executive Officer pursuant to this Section shall be effective through and including September 30, 2025, after which time it shall be deemed expired and of no further effect.</p>	<ul style="list-style-type: none"> Updates CAO to CEO GC 25350.60 limits county officer delegated authority to 5 years Updates expiration of authority to make CEO delegated authority to purchase, lease, and license real property effective through September 30, 2025

SUMMARY OF ORDINANCE CHANGES
VARIOUS CHAPTERS OF TITLE 2 – ADMINISTRATION – OF THE LOS ANGELES COUNTY CODE

Rec No.	Chapter/Section	Ordinance	Changes
2	Chapter 2.08 Section 2.08.161 CEO Licenses and Permits	<p>The <u>Chief Executive Officer</u> and... his/her <u>designees</u> within the department, may grant licenses or permits permitting the use of County-owned property by persons, firms, corporations, cities, districts and public agencies, and may apply for and agree to pay for licenses or permits permitting the use of real property by the County if (A-C)</p> <p>A. The <u>length of term and</u> estimated or actual compensation passing either to or from the <u>County</u> for the license or permit conforms to the limits set out in Sections 2.08.159 or 2.08.163, as applicable;</p> <p>B. The license or permit falls into one or more of the following categories:</p> <p>6. Permits issued by the filming permit coordination ...estimated or actual compensation passing either to or from the county for the permit is \$5,000.00 <u>\$10,000</u> or less;</p> <p>13. Permits for the use of county court facilities... Compensation for such permits shall be at a daily rate adequate to reimburse all associated county costs, as determined by the <u>Chief Executive Officer</u>, and shall not exceed \$5,000.00 <u>\$10,000</u> per permit.</p> <p><u>C. Expiration of Authority. The authority granted to the Chief Executive Officer, pursuant to this Section, shall be effective through and including September 30, 2025, after which time it shall be deemed expired and of no further effect.</u></p>	<ul style="list-style-type: none"> • Updates CAO to CEO • Limits term of licenses or permits authorized under this Section to conform to limits set in Sections 2.08.159 and 2.08.163. • Increases the monetary limit of filming permits and permits for use of court facilities from \$5,000 to \$10,000, consistent with GC Section 25537 (updated in 2003) • GC 25537(c)(2) limits county officer delegated authority to 5 years • Adds expiration of authority to make CEO delegated authority to purchase, lease, and license real property effective through September 30, 2025
2	Chapter 2.08 Section 2.08.163 CEO Leasing of Property	<p>Pursuant to GC Section 25350.51, the <u>Chief Executive Officer</u> is authorized to lease <u>real property for use by the County or to obtain the use of real property for the County by license</u> for a term not to exceed <u>five</u> years and for a rental not to exceed <u>\$10,000</u> per month and to amend real property leases <u>or licenses</u> for improvement or alterations, or both, with a total cost not to exceed <u>\$10,000</u> provided that the amendment does not extend the term of the lease <u>or license</u> and that no more than two amendments, not to exceed <u>\$10,000</u> each, are made within a 12-month period...</p>	<ul style="list-style-type: none"> • Aligns with recent changes to GC Section 25350.51 • Increases the term and monetary limit CEO is authorized to lease, license, or amend real property leases or licenses from 3 to 5 years, and from \$7,500 to \$10,000 per month, respectively • Updates CAO to CEO

SUMMARY OF ORDINANCE CHANGES
VARIOUS CHAPTERS OF TITLE 2 – ADMINISTRATION – OF THE LOS ANGELES COUNTY CODE

Rec No.	Chapter/Section	Ordinance	Changes
3	Chapter 2.08 Section 2.08.165 CEO Architectural, Engineering, and Related Services - \$75,000 or Less	Pursuant to the authority granted by GC Section 31000.9, the Chief Executive Officer is authorized...to enter into contracts and amendments on behalf of the county for architectural, engineering and related services for asset management related activities where amount of consultant services contract and amendments does not exceed \$75,000 \$330,000 , and is further authorized to enter into amendments to consultant services contracts entered into by the board of supervisors where the amount of any such amendment does not exceed 10% of the amount of the original contract or \$75,000 \$330,000 , whichever is less. The aggregate total amount of amendments to contracts entered into by the board of supervisors may not exceed 25% of the amount of the original contract.	<ul style="list-style-type: none"> • Aligns with recent changes to GC Section 31000.9 • Increases CEO authority to enter into contracts for architectural, engineering and related services to a cap of \$330,000 • Increases CEO authority to amend architectural, engineering and related services contracts to a cap of \$330,000, or 10% of the original contract amount, whichever is less • Makes clarifications • Inapplicable Subsections removed • Updates CAO to CEO
4	Chapter 2.18 Section 2.18.030 Public Works Delegation of Additional Duties Architectural, Engineering, and Related Services - \$75,000 or Less	The director is authorized ...to enter into contracts for architectural, engineering and related services where the amount of the contract does not exceed \$75,000 \$330,000 . The director is further authorized to enter into amendments to such contracts entered into by the board where the amount of any amendment does not exceed 10% of the amount of the original contract or \$75,000 \$330,000 , whichever is less. The aggregate total amount of such amendments to an original contract may not exceed 25% of the amount of the original contract.	<ul style="list-style-type: none"> • Aligns with recent changes to GC Section 31000.9 • Increases authority of Director of PW to enter into contracts for architectural, engineering and related services to a cap of \$330,000 • Increases authority of Director of PW to amend architectural, engineering and related services contracts to a cap of \$330,000, or 10% of the original contract amount, whichever is less • Inapplicable Subsections removed
5	Chapter 2.18 Section 2.18.040 Public Works Construction Contracts – \$75,000 or Less	Pursuant to the authority granted by Public Contract Code (PCC) Sections 20142 and 20145, the director is authorized to perform any or all acts or actions permitted or required of the board of supervisors by Article 3.5, Chapter 1, Part 3, Division 2, of the PCC, commencing with Section 20120, with respect to contracts or changes or alterations to contracts within the monetary limits set forth in Sections 20142 and 20145. This authorization includes the authority to adopt and advertise plans and specifications, award contracts, approve bonds or order the change or alteration	<ul style="list-style-type: none"> • Aligns with recent changes to PCC • Increases authority of Director of PW to award construction contracts to a cap of \$330,000 • Increases authority of Director of PW to amend construction contracts to a cap of \$330,000, or 10% of the original contract amount, whichever is less • Sets forth authority relative to CEQA compliance approval for construction contracts not exceeding \$330,000 • Clarifies authority of Director to reject non-responsive bids and to waive inconsequential and nonmaterial deficiencies

SUMMARY OF ORDINANCE CHANGES
VARIOUS CHAPTERS OF TITLE 2 – ADMINISTRATION – OF THE LOS ANGELES COUNTY CODE

Rec No.	Chapter/Section	Ordinance	Changes
5	Chapter 2.18 Section 2.18.040 Public Works Construction Contracts – \$75,000 or Less <i>continued</i>	of contracts, with respect to original contracts which do not exceed the total amount of \$75,000 \$330,000 or with respect to changes or alterations to original contracts entered into by the board of supervisors within the monetary limits set forth in PCC Sections 20142 and 20145.	<ul style="list-style-type: none"> • Authorizes Director PW to designate by specific brand or trade name a material, product, thing, or service pursuant to PCC Section 3400 • Updates and clarifies terms in the Section
6	Chapter 2.18 Section 2.18.050 Public Works Construction Contracts Over \$75,000	Construction Contracts Over \$75,000 \$330,000 Pursuant to the authority granted by PCC Sections 20142 and 20145, the director is authorized to perform the following acts or actions permitted or required of the board of supervisors by Article 3.5, Chapter 1, Part 3, Division 2, of the PCC, commencing with Section 20120, with respect to contracts or changes or alterations to contracts within the monetary limits set forth in Sections 20142 and 20145.	<ul style="list-style-type: none"> • Sets forth authority for construction contracts over \$330,000 • Increases the maximum amount a construction change order can be executed on delegated authority from \$210,000 to \$330,000 • Updates and clarifies terms in the Section
7	Chapter 2.18 <u>Section 2.18.042</u> Public Works	<u>In accordance with authority provided by Article 3.5, Chapter 1, Division 2, sections 20128.5 and 20145 and Article 3.7, Chapter 1, Part 3, Division 2, sections 20155-20155.9, of the PCC, the Director is authorized to act in place of the Board of Supervisors in approving a project under a previously awarded job order contract, if the amount to be paid to the contractor for the project does not exceed \$330,000.</u>	<ul style="list-style-type: none"> • Addresses Job Order Contracts (JOC) Audit Report Recommendation • Adds Section 2.18.042 JOC – Projects \$330,000 or Less • Authorizes the Director of PW to approve a project under a previously-awarded job order contract, if the amount to be paid to the contractor for the project does not exceed \$330,000, in conformance with certain procedures regarding authorization of project work orders and acceptance of projects
7	Chapter 2.18 <u>Section 2.18.052</u> Public Works	<u>In accordance with authority provided by Article 3.5, Chapter 1, Division 2, sections 20128.5 and 20145 and Article 3.7, Chapter 1, Part 3, Division 2, sections 20155-20155.9, of the PCC, the Director is authorized to perform the following acts or actions with respect to job-order-contract projects that have been approved by the Board of Supervisors in conformance with the following procedures...</u>	<ul style="list-style-type: none"> • Addresses JOC Audit Report Recommendation • Adds Section 2.18.052 JOC – Projects Approved by the Board of Supervisors. • Authorizes the Director of PW to perform specified actions with respect to JOC projects that have been approved by the Board in accordance with certain procedures

SUMMARY OF ORDINANCE CHANGES
VARIOUS CHAPTERS OF TITLE 2 – ADMINISTRATION – OF THE LOS ANGELES COUNTY CODE

Rec No.	Chapter/Section	Ordinance	Changes
7	Chapter 2.81 Part 1 <u>Section 2.81.050</u> Internal Services	<p><u>In accordance with authority provided by Article 3.5, Chapter 1, Division 2, sections 20128.5 and 20145 and Article 3.7, Chapter 1, Part 3, Division 2, sections 20155-20155.9, of the PCC, the Director is authorized to act in place of the Board of Supervisors in approving a project under a previously-awarded job order contract, if the amount to be paid to the contractor for the project does not exceed \$330,000.</u></p> <p><u>In accordance with authority provided by Article 3.6, Chapter 1, Division 2, sections 20128.5 and 20145 and Article 3.7, Chapter 1, Part 3, Division 2, sections 20155-20155.9, of the PCC, the Director is authorized to perform the following acts or actions with respect to job-order-contract projects that have been approved by the Board of Supervisors in conformance with the following procedures...</u></p>	<ul style="list-style-type: none"> • Addresses JOC Audit Report Recommendation • Adds Section 2.81.050 JOC – Projects \$330,000 or Less • Authorizes the Director of ISD to approve a project under a previously-awarded JOC if the amount to be paid to the contractor for the project does not exceed \$330,000 in conformance with certain procedures • Authorizes the Director of ISD to perform specified actions with respect to JOC projects that have been approved by the Board in accordance with certain procedures
7	Chapter 2.26 <u>Section 2.26.065</u> Parks and Recreation	<p><u>In accordance with authority provided by Article 3.5, Chapter 1, Division 2, sections 20128.5 and 20145 and Article 3.7, Chapter 1, Part 3, Division 2, sections 20155-20155.9, of the PCC, the Director is authorized to act in place of the Board of Supervisors in approving a project under a previously-awarded job order contract, if the amount to be paid to the contractor for the project does not exceed \$330,000.</u></p> <p><u>In accordance with authority provided by Article 3.5, Chapter 1, Division 2, sections 20128.5 and 20145 and Article 3.7, Chapter 1, Part 3, Division 2, sections 20155-20155.9, of the PCC, the Director is authorized to perform the following acts or actions with respect to job-order-contract projects that have been approved by the Board of Supervisors in conformance with the following procedures...</u></p>	<ul style="list-style-type: none"> • Addresses JOC Audit Report Recommendation • Adds Section 2.26.065 JOC – Projects \$330,000 or Less • Authorizes the Director of Parks and Recreation to approve a project under a previously-awarded JOC, if the amount to be paid to the contractor for the project does not exceed \$330,000 in conformance with certain procedures • Authorizes the Director of Parks and Recreation to perform specified actions with respect to JOC projects that have been approved by the Board in accordance with certain procedures

**SUMMARY OF ORDINANCE CHANGES
VARIOUS CHAPTERS OF TITLE 2 – ADMINISTRATION – OF THE LOS ANGELES COUNTY CODE**

Rec No.	Chapter/Section	Ordinance	Changes
7	<p>Chapter 2.58 <u>Section 2.58.040</u></p> <p>Los Angeles County Development Authority</p>	<p><u>In accordance with authority provided by Article 3.5, Chapter 1, Division 2, sections 20128.5 and 20145 and Article 3.7, Chapter 1, Part 3, Division 2, sections 20155-20155.9, of the PCC, the Executive Director of the Los Angeles County Development Authority is authorized to act in place of the Board of Supervisors in approving a project that is performed on behalf of the County of Los Angeles under a previously-awarded job order contract, if the amount to be paid to the contractor for the project does not exceed \$330,000.</u></p> <p><u>In accordance with authority provided by Article 3.5, Chapter 1, Division 2, sections 20128.5 and 20145 and Article 3.7, Chapter 1, Part 3, Division 2, sections 20155-20155.9, of the PCC, the Executive Director is authorized to perform the following acts or actions with respect to job-order-contract projects that have been approved by the Board of Supervisors in conformance with the following procedures...</u></p>	<ul style="list-style-type: none"> • Addresses JOC Audit Report Recommendation • Adds Section 2.58.040 JOC – Projects \$330,000 or Less • Authorizes the Executive Director of LACDA to approve a project under a previously-awarded JOC, if the amount to be paid to the contractor for the project does not exceed \$330,000 in conformance with certain procedures • Authorizes Executive Director of LACDA to perform specified actions with respect to JOC projects that have been approved by the Board in accordance with certain procedures

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER DATE	8/19/2020	
BOARD MEETING	9/1/2020	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS	
DEPARTMENT	Internal Services Department (ISD)	
SUBJECT	REQUEST AUTHORITY TO EXECUTE A CONTRACT FOR COUNTYWIDE ELECTRONIC PAYMENT PROCESSING SERVICES WITH FIDELITY INFORMATION SERVICES, LLC.	
PROGRAM	Countywide Electronic Payment Processing Services (eCommerce)	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Current eCommerce contract expires September 20, 2020	
COST & FUNDING	Total cost: County NCC yearly estimate \$830k based on 2019 costs. Future yearly NCC estimate reduced by \$72k based on elimination of e-Check fee under Agency Absorbed Model.	Funding source: Under the recommended contract, the contractor will provide eCommerce services at no cost to the public or the County for payments made via e-Check under Agency Absorbed Model. The contractor will receive compensation through the fees charged to users who make payment methods via credit/debit card. All customized development efforts required by the County will be executed by individual Work Orders and funded by the departments' existing budget.
	TERMS: Five years, with two one-year renewal options, and six month-to-month extension options, effective September 21, 2020.	
	Explanation: The five-year initial term will enable ISD to work with departments to add and/or customize required payment services via individual work orders.	
PURPOSE OF REQUEST	The recommended actions are (1) to authorize the Director of Internal Services Department (ISD), or designee, to execute the contract to provide Electronic Payment and Credit/Debit Card Processing Services; and (2) to authorize the Director of ISD, or designee, to exercise the renewal option extensions in accordance with the Contract; (3) execute individual work orders on behalf of County departments and related agencies; and (4) execute contract amendments to make necessary changes which affect the statement of work to add new/delete services and/or features to existing services, add new materials, and/or make changes to the pricing sheets; and execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.	
BACKGROUND (include internal/external issues that may exist)	On March 12, 2013, the Board of Supervisor's awarded a contract to Fidelity Information Services, LLC. (FIS) to provide fully integrated eCommerce services. Through these eCommerce services, the County collects various online payments such as fines, fees for permits, licenses, event/conference registrations, water utilities, restitution obligations, recreational activity reservations and registrations, and property taxes. Currently, the County has over 80 eCommerce Web Applications in production, 300 active Point of Sales (POS) devices, and has collected over \$6 Billion of online payments in Calendar Year 2019. Approval of the contract will ensure uninterrupted eCommerce Services to 26 departments, as well as districts and agencies, under the purview of ISD. The recommended contract includes services and necessary equipment to support a fully integrated eCommerce solution for the acceptance and real-time processing of credit/debit cards and e-Check using various Payment Channels, such as, Web, Interactive Voice Response (IVR) and POS devices.	
DEPARTMENTAL AND OTHER CONTACTS	Christie Carr Contract Division Manager (323)267-3101 ccarr@isd.lacounty.gov	



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

"Trusted Partner and Provider of Choice"

Telephone: (323) 267-2101
FAX: (323) 264-7135

September 1, 2020

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

**REQUEST TO AWARD AND EXECUTE CONTRACT WITH FIDELITY INFORMATION SERVICES, LLC. FOR COUNTYWIDE ELECTRONIC PAYMENT PROCESSING SERVICES
(ALL DISTRICTS – 3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Request for approval for the Internal Services Department (ISD) to award and execute a contract to provide Countywide Electronic Payment and Credit/Debit Card Processing Services to participating County departments, districts, and agencies through Fidelity Information Services, LLC. (FIS), effective September 21, 2021.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of the Internal Services Department (ISD), or his designee, to award and execute the attached contract (Attachment I) with FIS to provide Electronic Payment and Credit/Debit Card Processing Services, upon your Board's approval, effective September 21, 2020, for a period of five years, with two one-year renewal options, and six month-to-month extensions.
2. Authorize the Director of ISD, or designee, to (i) exercise the renewal options and month-to-month extensions in accordance with the attached contract; (ii) execute individual work orders on behalf of participating County departments, districts, and agencies; (iii) upon review and approval as to form by County Counsel, execute amendments to the contract to make necessary changes which affects the statement of work to add/delete services and/or features to existing services, add new materials, and/or make changes to the pricing sheets; and (iv) execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

On March 12, 2013, the Board of Supervisor's awarded a contract to FIS to provide fully integrated eCommerce services. ISD chairs the E-Commerce Readiness Governance (ERG) that is responsible for administering the current FIS contract which expires on September 20, 2020.

Through these eCommerce services, the County collects various online payments such as fines, fees for permits, licenses, event/conference registrations, water utilities, restitution obligations, recreational activity reservations and registrations, and property taxes on behalf of participating County departments, districts, and agencies. Currently, the County has over 80 eCommerce Web Applications in production, 300 active Point of Sales (POS) devices, and collected over \$6 billion of online payments in Calendar Year 2019.

Approval of the attached contract will ensure uninterrupted provision of eCommerce Services to 26 departments, as well as Management Council, Secretarial Council, the Sanitation District, and the South Coast Air Quality Management District, under the purview of ISD. The recommended contract includes services and necessary equipment to support a fully integrated eCommerce solution for the acceptance and real-time processing of credit/debit cards and e-Checks using various Payment Channels, such as, Web, Interactive Voice Response (IVR) and POS devices. The recommended contract also allows for growth and scalability to deploy new County Department eCommerce Applications, IVR, and POS devices.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended contract supports the County's Strategic Plan Strategy III.2.3 to Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency by supporting the implementation of technological enhancements and acquisitions that increase efficiency; and Strategy III.3 Operational Effectiveness, Fiscal Responsibility, and Accountability by maximizing the effectiveness of the County's processes and operations and effectively managing County resources to provide efficient mechanisms for participating County departments, districts, and agencies to process various online payments.

FISCAL IMPACT/FINANCING

Approval of the recommended contract will not impact the Net County Cost (NCC) for those applications that include credit/debit card transaction, costs and convenience fees are either charged to constituents or absorbed in the departments' existing budgets, (which require approval by the Chief Executive Office (CEO), and are usually allocated from other

areas within their budgets), and/or are offset by any cost-savings due to accepting online payments.

FIS will provide E-Commerce services at no cost to the public or the County for payments made via e-Check under the Agency Absorbed Model. In 2019, County NCC under current contract was \$901,204 for e-Check associated fees. Under the recommended contract, the County anticipates NCC savings of at least \$72,000 per year with the elimination of e-Check fees under Agency Absorbed Model. FIS will receive compensation through the fees charged to users who utilize payment methods via credit/debit card.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contract includes adequate terms and conditions to protect the County, which are substantially similar to the current contract. There have been no contracting issues, or breaches with FIS under the current contract. ISD worked closely with CEO Risk Management, County Counsel, Chief Information Office (CIO), Treasurer and Tax Collector, and Drukker Law, Inc., to negotiate the most advantageous and commercially responsible terms possible for the County and its constituents.

The County also successfully negotiated lower fixed contract rates than in the current contract, and which are lower than what was contained in the FIS proposal. Such as, credit/debit convenience fees have been reduced from 2.25% to 2.22%, e-Check agency absorbed fees reduced from \$0.09 to no fee, and minimum rates per transaction also have been reduced.

The recommended contract contains the required Board policy provisions, including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, Child Support Program, and Zero Tolerance Human Trafficking. The recommended contract also contains typical provisions for assignment and delegation, compliance with applicable law, force majeure, indemnification, Public Records Act compliance, termination for default, and compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Given that this is also an information technology contract, appropriate provisions were included for confidentiality, the handling of security incidents, proprietary rights to use the FIS system, and to allow County to assess liquidated damages for any failures by FIS to correct deficiencies. Required limits of applicable insurance for cyber liability, technology errors and omissions, and crime coverage, were included as well.

Due to the highly specialized and technical nature of the contracted services, the recommended contract is not a Proposition A contract and is not subject to the Living Wage Program (County Code Chapter 2.221). As such, the recommended contract does not allow for a cost of living adjustment (COLA). ISD has determined that the services under the recommended contract do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program", due to the specialized nature of the services.

The CIO has reviewed the Board Letter and recommends approval. The CIO determined that because the new contract with FIS is substantially similar to the previous contract, no formal CIO Analysis is required. While no new technology is currently being implemented, the contract includes the necessary provisions for future implementation of eWallet functionality for in person transactions. Because of that, the CIO's security team is working with the eCommerce Readiness Governance group to ensure that technology is implemented securely. Additionally, the CIO security team has validated that all updates related to security and incident response have been incorporated.

CONTRACTING PROCESS

On October 8, 2019, ISD released a Request for Proposals (RFP) for Electronic Payment Processing Services. The solicitation was posted on the County's "Doing Business with Us" web site (Attachment II) and sent to the Department of Consumer and Business Affairs (DCBA) to distribute to 10,000 vendors.

To increase opportunities and participation from County Preference Program vendors (i.e. Local Small Business, Disabled Veterans Business, and Social Enterprises) and the Community Business Enterprise (CBE) program, ISD regularly coordinates outreach efforts such as vendor fairs with the DCBA, and other County departments. In addition, ISD participated in Possible LA, an Entrepreneur Summit attended by over 2,000 small businesses aimed at providing resources to grow their business.

A mandatory proposer's conference was held on October 17, 2019, with representatives from 25 firms. Eight proposals were received by the November 25, 2019 deadline and all proposals were reviewed for responsiveness and compliance with minimum requirements set forth in the RFP. The evaluation process consisted of two evaluation committees, one for the General Requirements and one for the Security Requirements. Both evaluation committees were comprised of subject matter experts from various County departments who completed their evaluation of the proposals based on the criteria listed in the RFP. No proposals were disqualified.

The proposal from FIS was determined to be the highest ranked proposal after the evaluation process. The seven non-selected proposers received debriefings from June 25 through June 29, 2020. There were no protests resulting from this solicitation.

A summary of the CBE information for the recommended contractor is summarized in (Attachment III).

On final analysis, selections were made without regard to gender, race, creed, color or national origin.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will enable ISD to continue providing critical eCommerce Services to participating County departments, districts, and agencies without disruption, which include services and necessary equipment for processing credit/debit cards and e-Check payments, using various Payment Channels and providing real-time, uninterrupted, 24 hours per day, 7 days a week, 365/366 days per year services for County constituents.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Officer, Board of Supervisors, return one stamped copy of the approved Board Letter to the Director of ISD.

Respectfully submitted,

SELWYN HOLLINS
Director

WILLIAM S. KEHOE
Chief Executive Officer

SH:MO:CC:OS:ki:ct

Attachments

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



CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
FIDELITY INFORMATION SERVICES, LLC
FOR
ELECTRONIC PAYMENT
PROCESSING SERVICES

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
FIDELITY INFORMATION SERVICES, LLC
FOR
ELECTRONIC PAYMENT
PROCESSING SERVICES**

This Contract for Electronic Payment Processing Services (“Contract”) made and entered into this ___ day of _____, 20_ by and between the County of Los Angeles, hereinafter referred to as County and Fidelity Information Services, LLC, an Arkansas limited liability company, hereinafter referred to as “Contractor”. Contractor is located at 601 Riverside Avenue, Tower – 12th Floor, Jacksonville, Florida 32204.

RECITALS

WHEREAS, this Contract is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the County may contract with private businesses for electronic payment processing services when certain requirements are met; and

WHEREAS, the Contractor represents that it is a private firm specializing in providing electronic payment processing services; and

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

1.0 APPLICABLE DOCUMENTS

1.1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, Attachments, and Executed Work Order(s) (incorporated by reference) 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:

1.1.1 **EXHIBIT A:** Statement of Work

Exhibit A.1- Production Fact Sheet

Exhibit A.2-A.4 – Intentionally Omitted

Exhibit A.5 - Sample Application Specifications

Exhibit A.6 - Sample Security Incident Report

Exhibit A.7 - ISD secure file transfer (SFT) Registration Form

Exhibit A.8 - Customer Service Priority Levels

Exhibit A.9 - Sample Production Incident Report

Exhibit A.10 - Sample Task/Deliverable Acceptance Form

Exhibit A.11 - Sample Work Order

1.1.2 **EXHIBIT B:** Pricing Sheets

1.1.3 **EXHIBIT C:** Contractor's EEO Certification

1.1.4 **EXHIBIT D:** County's Administration

1.1.5 **EXHIBIT E:** Contractor's Administration

1.1.6 **EXHIBIT F:** Forms Required at the Time of Contract Execution

EXHIBIT F.1: Contractor Acknowledgement, Confidentiality, & Copyright Assignment Agreement

1.1.7 **EXHIBIT G:** Jury Service Ordinance

1.1.8 **EXHIBIT H:** Safely Surrendered Baby Law

- 1.1.9 **EXHIBIT I:** Business Associate Agreement
- 1.1.10 **EXHIBIT J:** Information Security and Privacy Requirements
- 1.1.11 **EXHIBIT K:** Performance Requirements Summary
- 1.1.12 **EXHIBIT L:** Defaulted Property Tax Reduction Program
- 1.1.13 **EXHIBIT M:** Internal Revenue Service Notice No. 1015
- 1.1.14 **EXHIBIT N:** Subcontractors
- 1.15 **Executed Work Order(s):** Incorporated by reference

This base Contract, together with the Exhibits and Attachments hereto (collectively, and as amended from time to time in accordance with the terms hereof, "Contract"), and Executed Work Order(s), which are incorporated by reference, 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 Paragraph 8.1 (Amendments, Change Notices, and Change Requests) and signed by both parties.

1.2 **CONSTRUCTION**

The words "herein", "hereof", and "hereunder" and words of similar import used in this Contract refer to this Contract, including all Exhibits, Executed Work Orders, and Attachments, as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Contract with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Paragraph headings used in the Agreement are for convenience only and are not a part of the Contract and shall not be used in construing the Contract. References in this Contract to Federal, State, and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives, and/or policies, Data Security Guidelines and/or Banking Rules, including those copies of which are attached to this Contract, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives, and/or policies, Data Security Guidelines, and/or Banking Rules as amended from time to time.

2.0 DEFINITIONS

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

- 2.1 **24/7, 365/366:** Twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) or three hundred sixty six (366), as the case may be, days per year.
- 2.2 **ACH:** Automated Clearing House, which is a group of processing institutions linked by a computer network to process and deliver electronic payment Transactions between financial institutions. The ACH network is a batch processing, store-and-forward system used to Settle financial Transactions between participating financial institutions on behalf of its respective customers.
- 2.3 **ACH Rules:** The ACH is governed by the "ACH Rules" published by and changed from time to time by NACHA.
- 2.4 **Address Verification System (AVS):** Method in which to verify that Payer and Payer's Card have the same address for the purpose of transacting a payment. There are three AVS levels:
1. Low: Address match based on zip code.
 2. Medium: Address match based on street address without zip code.
 3. Strict: Address match based on street address with zip code.
- 2.5 **Agency Absorbed Model:** Where County absorbs part or all of the fees identified on Exhibit B (Pricing Sheets) under an eCommerce Application instead of passing the full cost to the Payer via a Convenience/Service Fee.
- 2.6 **Amendment:** The meaning given to such term in Paragraph 8.1 (Amendments, Change Notices, and Change Requests).
- 2.7 **APMP:** Application Project Management Plan.
- 2.8 **Applicable Laws:** The meaning given to such term in Paragraph 9.12 (Security).
- 2.9 **Application(s):** Application software, also known as an Application or an "app", is computer software designed to perform singular or

multiple related specific tasks. As the context requires, Application refers to the applicable of County Application/Layer 1 Application or eCommerce Application.

- 2.10 **Application Specification Document:** Detailed design document that specifies all detailed functional, technical and business requirements needed to complete the development phase of a Contractor's eCommerce Application.
- 2.11 **ASP Rights:** The meaning given to such term in Paragraph 9.11 (ASP Rights).
- 2.12 **Association Rules:** Bylaws, rules and regulations of the Card Associations, as they exist from time to time.
- 2.13 **Authorize/Authorization:** The process by which a Transaction is approved by the Card Issuer. Permission is given to (or denied) the Merchant, to accept a specific Transaction from the Cardholder account. An Authorization indicates only that the Card is valid and that sufficient funds are available on the Cardholder's credit limit at the time the request is made. With respect to eCheck Transactions, the Authorization required by Banking Rules for the one-time non-recurring ACH debit entries.
- 2.14 **Banking Days:** Those days, Monday through Friday, which Federal Reserve Banks and Branches are open for business with the exception of Standard Federal Reserve Bank Holidays. The schedule of Standard Federal Reserve Bank Holidays is published annually by the Federal Reserve and can be accessed at <http://www.frbervices.org>.
- 2.15 **Banking Rules:** The Association Rules, the ACH Rules, and any other rules, regulations and/or requirements from time to time promulgated by any Card Issuer, Card processor, NACHA and/or PIN-Based Debit Network.
- 2.16 **Board of Supervisors:** Los Angeles County's governing body.
- 2.17 **CAPTCHA:** Completely Automated Public Turing test to tell Computers and Humans Apart, a technique used by a computer to tell if it is interacting with a human or another computer.
- 2.18 **Card:** The plastic card or other evidence of credit or debit account and account number, issued by a Card Issuer to the Cardholder,

either of which a County Department accepts from a Cardholder as payment.

- 2.19 **Card Association:** Any entity formed to administer and promote the use of Cards, including, without limitation, Visa U.S.A. Inc. and MasterCard International, Incorporated.
- 2.20 **Card Issuer:** Any financial institution which is a member bank of the Association or its agents, American Express and/or Discover and is authorized to issue its Card. The Card Issuer maintains a contract with the Cardholder for Card usage and payment of authorized Card Transactions.
- 2.21 **Cardholder:** Any person or entity contracting with the Card Issuer and to whom a Card is issued, including any person or entity responsible for a Card issued to another person or entity. In the case of Card payments, the Cardholder may also be the Payer.
- 2.22 **Change Notice:** The meaning given to such term in Paragraph 8.1.5 (Change Notice).
- 2.23 **Change Request:** A formal change to an existing Executed Work Order issued by County to the Contractor as specified in Paragraph 8.1.6 (Change Request).
- 2.24 **Chargebacks:** An event in which the Card Transaction is returned or adjusted related to a dispute by the Cardholder. In the event of a Chargeback, the Card Issuer returns the Transaction for full or partial recovery to the Merchant, who must either accept and pay the Chargeback or contest it.
- 2.25 **CIO:** County's Chief Information Officer, or such person's designee.
- 2.26 **CISO:** County's Chief Information Security Officer.
- 2.27 **Computer Security Breach:** Security Incidents that include but are not limited to: Computer intrusions, denial-of-service attacks, insider theft of information, and any unauthorized or unlawful activity that may include compromise of County data and/or other information.
- 2.28 **Contract:** The meaning given to such term in Paragraph 1.0 (Applicable Documents).

- 2.29 **Contractor:** The meaning given to such term in the preamble to this Contract.
- 2.30 **Contractor Administration:** Contractor's staff referenced in Paragraph 7.0 (Administration of Contract – Contractor) and as identified in Exhibit E (Contractor's Administration).
- 2.31 **Contractor's Project Director:** Contractor's staff referenced in Paragraph 7.1 (Contractor's Project Director) and as identified in Exhibit E (Contractor's Administration).
- 2.32 **Contractor's Project Manager:** Contractor's staff referenced in Paragraph 7.2 (Contractor's Project Manager) and as identified in Exhibit E (Contractor's Administration).
- 2.33 **Convenience/Service Fee:** Applicable to eCommerce Applications using the Convenience/Service Fee Model. At the time of each qualifying Transaction, the Payer will be charged a Convenience/Service Fee for Card acceptance programs which qualify for an Association's tax program and/or for eCommerce Applications which provide the convenience of making a Card payment online or via telephone in accordance with Exhibit B (Pricing Sheets).
- 2.34 **Convenience/Service Fee Model:** Where the County is funding less than 100% of the Transaction fees.
- 2.35 **County:** The meaning given to such term in the preamble to this Contract.
- 2.36 **County Application(s):** The general Layer 1 front-end business Application software developed and maintained by the County, or the County's third-party vendor. This Application supports the storefront/shopping cart information that is passed to the Contractor's Layer 2 for payment processing. Used interchangeably with Layer 1 Application.
- 2.37 **County's Contract Project Monitor:** The meaning given to such term in Paragraph 6.4 (County's Contract Project Monitor).
- 2.38 **County Department:** A named County department as well as related agencies and/or related districts under the oversight of the County Board of Supervisors, subject to approval by County, who use or will use eCommerce Solution or will acquire tasks, deliverables, goods, Services and/or other work pursuant to an

Executed Work Order under Paragraph 3.0 (Work). The County related agencies and/or related districts, which through the Internal Services Department may acquire tasks, deliverables, goods, Services and/or other work pursuant to an Executed Work Order under Paragraph 3.0 (Work).

- 2.39 **County Department Director:** With respect to each County Department, the head of such County Department or designee.
- 2.40 **County Department Project Manager(s) (Work Order Projects):** The meaning given to such term in Paragraph 6.3 (County Project Manager(s) (Work Order Projects)).
- 2.41 **County Indemnified Parties:** The meaning given to such term in Paragraph 8.23 (Indemnification).
- 2.42 **County Materials:** The meaning given to such term in Paragraph 9.11.1 (County Materials).
- 2.43 **County's Project Director:** County staff referenced in Paragraph 6.2 (County's Project Director) and as identified in Exhibit D (County's Administration).
- 2.44 **Customization:** Services required of the Contractor to develop additional functionality for a County Department's eCommerce Application to meet unique functional or business requirements not defined in the Statement of Work.
- 2.45 **Data Security Guidelines:** (a) All applicable security standards and guidelines that may be published from time to time by any Card Association, NACHA, any Card Issuer, any credit/debit card processor or any PIN-Based Debit Network, including the ACH Rules, the PCI-DSS, and the Europay, Mastercard and Visa (EMV); and (b) all applicable County information technology and security (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at https://library.municode.com/ca/la_county_bos/codes/board_policy?nodeId=LOS_ANGELES_COBOSUPOMA and (ii) standards from time to time published by County's Chief Information Security Officer and provided by County Project Director to Contractor.
- 2.46 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.47 **Department(s):** Used interchangeably with County Department. See County Department.

- 2.48 **Department Load File:** Uploads of a County Department's file to Contractor's eCommerce Application for the purpose of data validation.
- 2.49 **Disabling Devices:** The meaning given to such term in Section 9.12.1.
- 2.50 **DNPT:** Debit Network Pass-Through fee.
- 2.51 **eCheck:** A Payment Type which consists of an ACH debit Transaction authorized by a person to their bank account, with a corresponding ACH credit Settlement to a designated County bank account, which a County Department accepts as payment.
- 2.52 **eCommerce:** Ability to collect payments using one (1) or more of the Payment Types, and related payment data, electronically over one (1) or more of the Payment Channels, 24/7, 365/366, for the County's collection of, but not limited to, fees, fines, restitution payments, services, property taxes, water bills, reservations/registrations, seminars/conferences, and novelty items.
- 2.53 **eCommerce Applications:** The eCommerce Layer 2 and Layer 3 software Applications and Standard Layer 1 Applications, together with all Customizations (if any), Revisions, Versions, Source Code and Related Documentation, from time to time implemented by or on behalf of Contractor pursuant to Exhibit A (Statement of Work) or an Executed Work Order. The standard Layer 2 and Layer 3 Applications and Standard Layer 1 Applications (all without Customizations) from time to time available to County hereunder are described on Contractor's Application Specifications Document.
- 2.54 **eCommerce Architecture:** A conceptual design and fundamental operational structure of the County's eCommerce blueprint provided by Contractor hereunder, as well as a functional description of requirements and design implementations for the various integrated section of the County's eCommerce platform provided by Contractor hereunder. The eCommerce Architecture consists of Layer 1, Layer 2 and Layer 3.
- 2.55 **eCommerce Solution:** The solution provided by Contractor hereunder that provides County fully integrated eCommerce payment processing services. The eCommerce Solution includes the eCommerce Architecture, all eCommerce Applications, and all

other goods, Services and other work provided by Contractor under the Statement of Work and otherwise under the Contract.

- 2.56 **Effective Date:** The date set forth in the preamble to this Contract, which is the date on which the Contract is executed by the Board of Supervisors and by an authorized officer of the Contractor.
- 2.57 **Executed Work Order:** Formal approval of a Work Order issued by County to the Contractor under and in accordance with Exhibit A (Statement of Work) to initiate Project development. Each Executed Work Order includes all documents specified in the Exhibit A (Statement of Work) and all Change Requests that have been entered into with respect thereto under and in accordance with Paragraph 8.1 (Amendments, Change Notices and Change Requests).
- 2.58 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.59 **Form Post:** The initial data elements passed from the County Application to Layer 2 for the purpose of initiating a Web Transaction.
- 2.60 **FTP:** File Transfer Protocol.
- 2.61 **Internal Services Department; ISD:** Department designated by County to administer this Contract.
- 2.62 **ISD Director:** The Director of the Internal Services Department.
- 2.63 **IPT:** The Interchange Pass-Through fee is determined by the Card Association, Card Issuer or network and pass through to the County Department. The fee includes all interchange qualifications rates (per payment amount and per Transaction fees), dues, acquirer fees, and assessment. These rates may vary by Card type, Transactions and over time, and rates are subject to change solely at the determination of the Card Association, Card Issuer or network.
- 2.64 **IVR:** The Payment Channel which consists of an Application that is accessed over the telephone using Interactive Voice Response.
- 2.65 **JAD:** Joint Application Development.

- 2.66 **Jury Service Program:** The meaning given to such term in Paragraph 8.8 (Compliance with the County's Jury Service Program).
- 2.67 **Known Threat:** Potential incidents, events, or circumstances that either County or Contractor acting in good faith identifies as having the potential to compromise the security, confidentiality and/or integrity of any Confidential Information.
- 2.68 **Layer 1 (Merchant Commerce System Layer/Storefront):** Composed of a County Department's or County Department's third party front-end business Applications, or Standard Layer 1 Applications, databases, and shopping cart information that will be passed to Layer 2. Used interchangeably with County Application.
- 2.69 **Layer 2 (Payment Gateway):** Facilitates a Payment Channel between Layer 1 and Layer 3. Layer 2 (a) collects Cardholder's and Card account information or Payer and checking account information, as the case may be, (b) transmits the details to a Layer 3, (c) interprets the response sent back from the Payment Processor, (Layer 3) (d) logs Transaction details, and (e) passes it to Layer 1 Application for completion of the Transaction. This layer contains several important components including, Application Payment Interface (API), payment server, Transaction database, Merchant and financial institution support and reports generation and interfaces with Layer 3.
- 2.70 **Layer 3 (Payment Processor):** Provides the connectivity to the Card Issuers, Card Associations and financial institutions for Authorization, processing, and Settlement of Transactions. For Card Transactions, Layer 3 routes the Card Authorization request to the Card Issuer. The Card Issuer then confirms the Cardholder information and determines the Cardholder's available credit. For all Transactions, an approval or decline message is sent back to Layer 3, and is returned to the Merchant.
- 2.71 **Merchant:** County Department for a specific eCommerce Application.
- 2.72 **Merchant ID:** A unique identifier that defines the County Department or a portion of a County Department.
- 2.73 **Merchant Information:** A document, attached to each Work Order, that includes details regarding the County Department eCommerce Application related to Payment Channels, Payment

Types, Refund method, Settlement methods, equipment options and contact information.

- 2.74 **Merchant of Record (MoR):** entity that is authorized, and held liable, by a Card Issuer to process a Cardholder's credit/debit Card transactions. MoR is also, the name that appears on the Cardholder's credit/debit Card bill or statement for Convenience/Service Fees. The MoR is responsible for maintaining a merchant account, processing all payments, and managing all credit/debit card processing fees. The MoR also ensures compliance with the PCI-DSS as required by this Contract, stays up to date with any laws where transactions are taking place, and handles any Chargebacks.
- 2.75 **NACHA:** National Automated Clearing House Association. NACHA governs ACH, publishes ACH Rules, and changes them from time to time.
- 2.76 **Originating Depository Financial Institution (ODFI):** A financial institution as further defined by the ACH Rules.
- 2.77 **Payer:** The person or entity making an eCommerce payment. In the case of Card payments, the Cardholder may also be the Payer.
- 2.78 **Payment Activity File:** Electronic file containing information/data related to the prior day's Settlement transmitted between the Contractor and County.
- 2.79 **Payment Channel:** The method used for making a payment, such as Web, IVR, POS.
- 2.80 **Payment Type:** All major Cards (such as American Express, Visa, MasterCard, Discover), PIN and PINless Debit (Visa, MasterCard, STAR, NYCE, Plus, Interlink and Pulse) and eCheck.
- 2.81 **PCD:** Project Control Document.
- 2.82 **PCI:** Payment Card Industry.
- 2.83 **PCI-DSS:** Payment Card Industry Data Security Standard, as it exists from time to time.
- 2.84 **PIN Debit:** A Payment Type which consists of either (1) an **Offline (Signature) Debit Transaction** that is routed through the Visa or MasterCard networks, requiring 2-3 days to be reflected on the

Cardholder's bank account. The Transaction requires the Cardholder's signature; or (2) an **Online (PIN) Debit Transaction** that is routed through a PIN-Based Debit Network. The Cardholder authorizes the Transaction by entering a personal identification number (PIN). The Transaction is posted to the Cardholder's bank account in real time.

- 2.85 **PINless Debit:** A Payment Type which consists of a Transaction routed through a PIN-Based Debit Network. The Cardholder is not required to enter a personal identification number (PIN). The Transaction is posted to the Cardholder's bank account in real time and is only available to certain regulated businesses, including government. Only Transactions using the Web or IVR channels qualify for PINless Debit.
- 2.86 **PIN-Based Debit Network:** A national or regional on-line debit card network. Each network operates under its own set of operating rules and regulations.
- 2.87 **Point of Sale (POS):** The Payment Channel which consists of an Application that is accessed in person using Point of Sale.
- 2.88 **Post-back:** Electronic transmission of data sent from the Contractor's eCommerce Application back to the County's front-end business Application for the purpose of providing real-time Transaction verification.
- 2.89 **Pre-Authorization:** A request for Authorization only, to verify the availability of funds on a Card before finalizing the Transaction. This Transaction type is frequently used when the service requested has yet to be completed, or the item ordered has not yet been shipped.
- 2.90 **Pricing Sheets:** As referenced in Paragraph 5.1 (Total Contract Sum) and Exhibit B (Pricing Sheets).
- 2.91 **Project:** All tasks, deliverables, goods, Services and other work with respect to a County Department's eCommerce Application, including initiation pursuant to the applicable Work Order, development pursuant to the applicable Executed Work Order and enhancement/revision pursuant to the applicable Change Request.
- 2.92 **Project Summary:** A document, attached to each Work Order, that includes, at a minimum, a description of the Project, including its overall objectives and justification, descriptions of all Project

deliverables, and the characteristics and requirements of products and Services produced as part of the Project. The summary may also include any time sensitive and critical milestones dates to meet the Project's overall completion time frame.

- 2.93 **PRS:** Exhibit K (Performance Requirements Summary) to this Contract.
- 2.94 **Refund:** Credit back to the Payer of all or some of Payer's original payment.
- 2.95 **Refund Return:** Unsuccessful Card or eCheck Refund that is returned from the Card Issuer or financial institution because the Refund cannot be applied to the requested account.
- 2.96 **Related Documentation:** All written and electronic publications relating to the eCommerce Applications, such as reference, user, installation, systems administrator and technical guides, delivered, or otherwise made available, by or on behalf of Contractor to County hereunder.
- 2.97 **Return:** Unsuccessful eCheck payment that is returned from the financial institution as the payment cannot be applied to the requested account.
- 2.98 **Revisions:** Changes to Standard Layer 1 Applications, Layer 2 and/or Layer 3 Applications, including but not limited to (a) a bug fix, patch, or redistribution of the Standard Layer 1 Applications, Layer 2 and/or Layer 3 Applications that corrects an error as well as addresses common functional and performance issues, including Deficiency corrections; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements, including but not limited to those constituting a new Version; (c) any update to the Standard Layer 1 Applications, Layer 2 and/or Layer 3 Applications designed to improve its operations, usefulness, or completeness that is made generally available by Contractor to its other customers; or (d) any of the foregoing provided for the Standard Layer 1 Applications, Layer 2 and/or Layer 3 Applications to remain in compliance with Applicable Laws. Revisions do not include Customizations.
- 2.99 **Security Incidents:** The meaning set forth in Paragraph 9.12 (Security).

- 2.100 **Services:** Real-time, uninterrupted, 24/7, 365/366, electronic payment processing services for the Payment Channels and Payments Types specified in the Statement of Work, any and all installation, implementation, ongoing and support services related to Contractor's electronic payment processing and any and all other services performed by or on behalf of Contractor pursuant to this Contract, including, without limitation, any Executed Work Order.
- 2.101 **Settle; Settlement:** For each Transaction, the transfer of funds by or on behalf of Contractor in Settlement of the Transaction value between the applicable County Department and, as the case may be, the Payer's financial institution or Card Association and/or Card Issuer, via federal funds wire or ACH transfer to the applicable designated County bank account.
- 2.102 **SFT:** Secured File Transfer.
- 2.103 **SFTP:** Secured File Transfer Protocol.
- 2.104 **SOW; Statement of Work:** Exhibit A, Statement of Work, together with all of its attachments.
- 2.105 **Source Code:** The programming code (in human readable form) for the eCommerce Applications, including, without limitation, all new releases, updates, modifications, enhancements, corrections, patches and improvements, together with all Related Documentation and other proprietary information related to such programming code.
- 2.106 **Standard Layer 1 Application:** Each Layer 1 Application developed by Contractor outside of this Contract and implemented for a County Department pursuant to an Executed Work Order.
- 2.107 **Subcontractor:** The meaning specified in Paragraph 8.40 (Subcontracting).
- 2.108 **Test Credentials:** Authorization and logon procedures to access and test a newly developed eCommerce Application in the Contractor's environment.
- 2.109 **Tokenization:** The process of replacing some piece of sensitive data with a value that is not considered sensitive in the context of the environment that consumes the token and the original sensitive data. Tokenization technology can be used with sensitive data of all kinds, including financial institution transactions.

- 2.110 **Transaction:** With respect to each payment of (a) the purchase price for a sale of goods or Services, or (b) a fine, fee, charge, restitution, tax or other payment owed, in each case, by a Payer to County or any Department, a collective reference to all steps necessary to obtain Settlement of such payment via an eCommerce Application, including, without limitation, (i) the capture of all necessary payment and, as applicable, Card and Payer information or Payer and checking account information, (ii) the transmission of such information to the applicable Card payment processor and Card Issuer or financial institution, (iii) the obtainment of an Authorization, when required for such payment, and (iv) the cash Settlement of such payment to the applicable County bank account.
- 2.111 **Version:** A Revision that is accompanied by a change in the reference to Layer 2 and/or Layer 3 Applications in the number to the left of the period in the version numbering format X.XX.
- 2.112 **Void:** A Transaction type used to cancel an original Transaction that is not yet Settled. A Void prevents the Transaction from being sent for Settlement.
- 2.113 **Web:** The Payment Channel which consists of an Application that is accessed over a network such as the Internet or Intranet, hosted in a browser controlled environment or coded in a browser supported language.
- 2.114 **Work Order:** Document issued by County to the Contractor under and in accordance with Exhibit A (Statement of Work) to initiate a new Project. Each Work Order includes all documents specified in Exhibit A (Statement of Work) and all Change Requests that have been entered into with respect thereto under and in accordance with Paragraph 8.1 (Amendments, Change Notices and Change Requests).

3.0 WORK

- 3.1 Contractor shall complete all tasks, deliverables, goods, Services, and/or other work under the Statement of Work with respect to Contractor's Incoming Transition as described in Section 3.2 (Contractor's Incoming Transition) of Exhibit A (Statement of Work), within three hundred and sixty five (365) calendar days after the Effective Date.

- 3.2 From time to time during the term of this Contract, County may engage Contractor to perform one or more tasks, deliverables, goods, Services and/or other work with respect to a Project. The process for engaging the Contractor is set forth in Exhibit A (Statement of Work).
- 3.3 With respect to each Project, once the Work Order and, if applicable, the Executed Work Order have been issued with respect thereto under and in accordance with Exhibit A (Statement of Work), Contractor shall fully perform and complete, and timely deliver, all tasks, subtasks, deliverables, goods, Services and other work provided by or on behalf of Contractor under such Work Order and Executed Work Order in accordance with the terms and conditions of (a) prior to initiation of Project development, the Work Order, and (b) from and after initiation of the Project development, the Executed Work Order.
- 3.4 Each Work Order and Executed Work Order, and Contractor's performance thereunder, shall be subject to the terms and conditions of this Contract, including, without limitation, the requirements set forth in the Statement of Work and the Performance Requirements Summary set forth in Exhibit K, in addition to the terms and conditions of such Work Order or Executed Work Order, as the case may be.
- 3.5 Each Work Order and Executed Work Order period of performance shall be specific to the individual Work Order or Executed Work Order, as the case may be, but shall be in accordance with Paragraph 4.0 (Term of Contract), and in no event extend past the term of this Contract as specified in Paragraph 4.0 (Term of Contract).
- 3.6 Contractor shall fully perform and complete, and timely deliver, all other tasks, subtasks, deliverables, goods, Services and other work set forth in this Contract in accordance with the terms of this Contract. Additionally, Contractor will continue to be the Merchant of Record throughout the term of the Contract.
- 3.7 If the Contractor provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Contract, any Work Order or any Executed Work Order, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be five (5) years commencing upon the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such extension option may be exercised at the sole discretion of the ISD Director or his/her designee as authorized by the Board of Supervisors.

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.

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

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 Exhibit B (Pricing Sheets) sets forth the maximum pricing available to County and County's Payers during the term of this Contract for Contractor's provision of the tasks, deliverables, goods, Services and other work described in Exhibit A (Statement of Work), each Work Order and Executed Work Order issued under and in accordance with the Exhibit A (Statement of Work), and otherwise in this Contract.

5.1.2 All development efforts required by Contractor to perform the tasks, deliverables, goods, Services and other work pursuant to Exhibit A (Statement of Work) and/or an individual Work Order/Executed Work Order shall be at the sole cost of the Contractor other than:

1. Those costs associated with any Customization efforts detailed and approved by County in the individual Work Order/Executed Work Order, or

2. Where items and/or Services are identified with specific fees/rates/prices in Exhibit B (Pricing Sheets).
- 5.1.3 Any additional fees/rates/prices, other than those specifically defined in Exhibit A (Statement of Work), individual Work Orders/Executed Work Orders, and/or Exhibit B (Pricing Sheets) will not be approved for payment.
 - 5.1.4 Commencing eighteen (18) calendar months following the Effective Date and for each semi-annual period thereafter throughout the term of this Contract, no later than one hundred eighty (180) calendar days prior to the commencement of such semi-annual period County and Contractor shall jointly review whether any Card Association or any other change in Applicable Law has mandated any increase or decrease in any fee/rate/price set forth on Exhibit B (Pricing Sheets) or any new fee/rate/price applicable to the Transactions. Any increase requires mutual agreement of County and Contractor. The process described in this Section 5.1.4 does not apply to IPT fees under Option E on Exhibit B (Pricing Sheets), as those fees are adjusted in accordance with Exhibit B (Pricing Sheets). In the event that a Card Association or any other Applicable Law mandates any increase or decrease to any existing fee/rate/price, such increase or decrease, as the case may be, shall become effective on the first calendar day of the applicable semi-annual period and shall remain effective until the effective date of any increase or decrease pursuant to the next review conducted under this Paragraph 5.1.4. Notwithstanding the foregoing, with respect to all eCommerce Applications collecting property taxes, (a) Contractor must provide County at least one hundred eighty (180) calendar days advanced written notice to County prior to Contractor's proposed effective date for such increase so that the County may confirm the cause for and reasonableness of such increase; and (b) any increase may only take effect as of July 1 of the applicable calendar year. In the event that a Card Association or any other Applicable Law mandates any new fee/rate price, the parties shall prepare and enter into an Amendment to this Contract in accordance with Section 8.1 (Amendments, Change Notices, and Change Requests). Such new fee/rate/price shall become effective on the effective date of the Amendment and shall remain effective until the effective

date of any increase or decrease pursuant to the next review conducted under this Paragraph 5.1.4.

Except as expressly provided in this Paragraph 5.1.4, the fees/rates/prices set forth in Exhibit B (Pricing Sheets) may not be increased during the term of this Contract, including, without limitation, any optional extensions set forth in Paragraph 4 (Term).

5.2 Written Approval for Reimbursement

5.2.1 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.

5.3 Intentionally Omitted

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

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

5.5 Invoices and Payments

- 5.5.1 Contractor shall invoice the County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work) and/or an individual Executed Work Order and approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 Contractor's invoices shall contain the information set forth in such Executed Work Order, including the Executed Work Order number and the description of tasks, deliverables, goods, Services, work hours and/or other work for which payment is claimed. Invoices shall be priced in accordance with the fees/rates/prices set forth in Exhibit B (Pricing Sheets) and contain all information required by Exhibit A (Statement of Work) or the individual Executed Work Order describing the tasks, deliverables, goods, Services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.3 Contractor shall prepare separate invoices for the respective County Departments for each eCommerce Application for charges owed to the Contractor by the County in accordance with the individual Executed Work Order under the terms of this Contract. If requested by County with respect to a particular County Department, the Contractor shall prepare consolidated invoices for such County Department separating the charges included in the consolidated invoices by each eCommerce Application.
- 5.5.4 A County Department may request that Contractor detail charges on the invoice owed to the Contractor by location, unit or fund belonging to an eCommerce Application. Contractor shall work with County Department to develop a process to receive a unique number or identifier for each Transaction, which identifies the location, unit or fund associated with that Transaction. Contractor shall use the unique number or identifier to accumulate charges owed to the Contractor so detail by location, unit or fund may be provided on the invoice.
- 5.5.5 Contractor shall also provide County with secured access to a hosted website to view invoices online. Contractor shall ensure that such website is securely accessible by the County's Project Director and by each County Department

Project Manager. These online invoices shall be available and saved for at least 12 months from the invoice date.

5.5.6 Contractor shall submit invoices for one time Services to the applicable County Department Project Manager in accordance with the Executed Work Order.

5.5.7 By the 15th calendar day of the month following the month of Service/other work, Contractor shall make available the monthly invoice for each eCommerce Application via secured access to the hosted website referred to in Paragraph 5.5.5 above. In addition to the other reports required to be provided by Contractor under this Contract, Contractor shall also make available by such date, a report for each eCommerce Application which specifies each transaction and each corresponding Transaction processing fee for which Contractor debited the designated County bank account(s) during such month of Service/other work.

5.5.8 **Intentionally Omitted.**

5.5.9 **County Approval of Invoices**

All invoices submitted by the Contractor for payment shall have the written approval of the County Project Director or the applicable County Department's Project Manager, as specified in the individual Executed Work Order, prior to any payment thereof, except for Convenience/Service Fees detailed in Exhibit B (Pricing Sheets) that Contractor is authorized to charge directly to a designated County bank account(s) via ACH debit or other method approved by County. However, the applicable Department Project Manager may dispute all or any portion of the Convenience/Service Fees within 30 days of receiving the applicable invoice. Any such dispute(s) shall be resolved by Contractor within 15 days of receipt of the written dispute. 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.

5.5.10 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County

departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

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

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

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

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

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D - County's Administration. The

County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Director (CCD)

- 6.1.1 The CCD has the authority to negotiate and recommend all changes to this Contract and resolve disputes between the County and Contractor.
- 6.1.2 The CCD will execute Amendments to this Contract in accordance with Paragraph 8.1 (Amendments, Change Notices and Change Requests) and taking such actions as specified in Paragraph 8.26 (Liquidated Damages).
- 6.1.3 The CCD or his/her designee will review and approve all Work Order requests confirming all task and deliverables are with Contract scope.

6.2 County's Project Director (CPD)

- 6.2.1 The role of the County's Project Director may include:
 - 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; executing Work Orders/Executed Work Orders on County's behalf under and in accordance with Exhibit A (Statement of Work); confirming that the objectives of this Contract are met; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
 - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
 - 6.2.1.3 CPD oversees the day-to-day administration of this Contract ("County's Contract Project Monitor"); however, in no event shall Contractor's obligation to fully satisfy all the requirements of this Contract be relieved, excused or limited thereby. The County's

Contract Project Monitor reports to the County's Project Manager.

6.3 County Department Project Manager(s) (Work Order Projects)

6.3.1 The role of the County's Department Project Manager is authorized to include:

6.3.1.1 Executing Work Order/Executed Work Orders on behalf of such person's Department under and in accordance with Exhibit A (Statement of Work); meeting with the Contractor's Department Project Manager on a regular basis for an individual Work Order/Executed Work Order; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor for that Work Order/Executed Work Order; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 Intentionally Omitted

6.5 Not Authorized to Make Changes

Neither the County's Project Director, any County Department Project Manager(s), nor the County's Contract Project Monitor is authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever, in each case, other than as expressly set forth in Paragraph 8.1 (Amendments, Change Notices and Change Requests).

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

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

7.1 Contractor's Project Director

- 7.1.1 The Contractor's Project Director is designated in Exhibit E (Contractor's Administration) and shall be responsible for ensuring that the objectives as related to this Contract are met. Contractor's Project Director additionally shall oversee all Projects and serve as a point of escalation as needed.
- 7.1.2 The Contractor's Project Director shall be responsible for executing and approving Work Orders/Executed Work Orders on Contractor's behalf under and in accordance with Exhibit A (Statement of Work).
- 7.1.3 The Contractor's Project Director shall be responsible for all work performed by their staff or their Subcontractors.
- 7.1.4 The Contractor's Project Director must have at least three (3) years of experience, within the last five (5) years, directing multiple projects simultaneously for integrated eCommerce solutions.

7.2 Contractor's Project Manager(s)

- 7.2.1 The Contractor's Project Manager shall be designated in each Work Order/Executed Work Order is designated in Exhibit E (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's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.
- 7.2.3 The Contractor's Project Manager for each Project must have two (2) years of project management experience, within the last three (3) years, directing projects for integrated eCommerce solutions.

7.3 Approval of Contractor's Staff

- 7.3.1 Contractor's staff, including Contractor's Project Director and Contractor's Project Manager(s) shall be subject to County approval. Contractor shall notify County in writing of any change in the name or address of the Contractor's named staff. County's Project Director has the right to approve or disapprove any proposed replacement for Contractor's staff.

If Contractor desires to replace, or if County, at its discretion, requires removal of, any of Contractor's staff, Contractor shall provide County with a resume of each such proposed replacement, and, if requested by County, an opportunity to interview such person prior to such person performing any work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor's staff.

7.3.2 Contractor shall use best efforts to assure continuity during the Term of Contract personnel performing key functions under this Contract, together with Contractor's Project Director and Contractor's Project Manager(s) in this Paragraph 7.3, the "Contractor Key Personnel"). Notwithstanding the foregoing, County's Project Director may require removal of any Contractor Key Personnel.

7.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing work under this Agreement, Contractor shall provide County with notice at least fourteen (14) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.

7.3.4 Contractor shall promptly (and in any event no later than fourteen (14) days of providing County notice under Paragraph 7.3.3) fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced (in the case of Contractor's Administration and Contractor's Project Manager(s), see Paragraphs 7.0 and 7.2, respectively).

7.3.5 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

7.4 Intentionally Omitted

7.5 Background and Security Investigations

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

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

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

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments, Change Notices and Change Requests

8.1.1 Amendment

Except as provided in Paragraph 8.1.2, for any change which affects the scope of work, period of performance, payments, or any other term or condition under this Contract, including but not limited to any change which modifies the (i) Statement of Work to add new Services or add new materials and/or features

to existing Services (ii) and/or modifies the Pricing Sheets to add new pricing or decrease existing pricing, (iii) provides an approval under Paragraph 8.2 (Assignment Delegation/Mergers or Acquisitions), an Amendment shall be prepared and executed by both the ISD, or his/her designee, and Contractor.

8.1.2 Amendment

For any change that (i) modifies this paragraph, (ii) extends the term of this Contract beyond that authorized as of the Effective Date of this Contract under Paragraph 4.0 (Term of Contract), and/or (iii) amends the Pricing Sheets to increase any of the rates set forth therein, in each case, an Amendment shall be prepared and executed by the County's Board of Supervisors and Contractor.

8.1.3 Amendment

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions relating to Board policy-required or County Code-required provisions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the ISD Director or his/her designee.

8.1.4 Amendment

The County's Project Director or his/her designee may at his/her sole and unilateral discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the ISD or his/her designee.

8.1.5 Change Notice

For any change which does not affect the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, and Change Notice shall be prepared and

executed by the Contractor and by the County's Project Director or his/her designee.

8.1.6 Change Request

For any change to a Work Order/Executed Work Order, a Change Request shall be prepared and executed by the Contractor and by the applicable County Department Project Manager.

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 County, which consent shall not be unreasonably withheld, and any attempted assignment or delegation without such consent shall be null and void. Contractor shall provide County written notice of any proposed assignment or delegation as soon as Contractor is legally permitted to do so, and in all cases within a reasonable amount of time prior to the proposed date for consummation of such assignment or delegation, in order for County to evaluate such assignment or delegation in accordance with County Board Policy No. 5.053 (Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions). Contractor shall notify County in writing of any proposed assignment or delegation. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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 County, which consent shall not be unreasonably withheld, 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, which approval shall not be unreasonably withheld, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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.

8.4 Budget Reductions

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

Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.2 Complaint Procedures

8.5.2.1 Within twenty one (21) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within fourteen (14) business days for County approval.

8.5.2.4 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.

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

8.5.2.6 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.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, the eCommerce Solution and Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, Data Security Guidelines, and Banking Rules, 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 Indemnified Parties pursuant to Paragraph 8.23 (Indemnification), from and against any and all third party claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, Data Security Guidelines, and Banking Rules, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County such approval not to be unreasonably withheld, delayed or denied. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to require reimbursement from Contractor for all such reasonable costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

- 8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C - 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 Los Angeles County Code, a copy of which is attached as Exhibit G 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 paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-

standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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 paragraph shall be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

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

GAINGROW@DPSS.LACOUNTY.GOV 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged

in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 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.

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

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

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment.

The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to 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 H, 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 of Supervisors 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 or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.17 Employment Eligibility Verification

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

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

employment of any persons performing work under this Contract.

8.18 Facsimile Representations

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

8.19 Fair Labor Standards

8.19.1 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 paragraph as "force majeure events"). Notwithstanding the foregoing, the parties agree that failures arising out of the coronavirus disease 2019 or COVID-19 shall not constitute force majeure events, unless

COVID-19 increases in severity past its current state as of the Effective Date.

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

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability

benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 9.10 (Confidentiality).

8.23 Indemnification

8.23.1 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, volunteers, and agents (collectively "County Indemnified Parties"), from and against any and all third party claims, demands, damages, liabilities, losses, costs, and expenses (collectively in this Paragraph 8.23, "Third Party Claims"), including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract and/or Contractor's financial responsibilities under this Contract or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, and/or procedures; Data Security Guidelines; and/or Banking Rules. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.23 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County such approval not to be unreasonably withheld, delayed or denied. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel,

including, without limitation, County Counsel, and to require reimbursement from Contractor for all such reasonable costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.23.2 Subject to the remainder of this Paragraph 8.23.2, Contractor's liability under Paragraph 8.23.1 shall not exceed an amount, in the aggregate, (a) with respect to Third Party Claims arising from events that are covered by the insurance policies maintained by Contractor under and in accordance with either Paragraph 8.25.4 (in this Paragraph 8.23, "Covered Events"), \$50 million, and (b) with respect to Third Party Claims arising from events that are not Covered Events, \$40 million. Notwithstanding anything to the contrary in this Paragraph 8.23.2 or otherwise in this Contract, Contractor's liability under Paragraph 8.25.1 with respect to Third Party Claims arising from Covered Events is in no way contingent upon the insurers for the insurance policies under Paragraph 8.25.4 making a payment to Contractor or to County with respect to such Third Party Claim. This Paragraph 9.25.2 is subject in all respects to Contractor remaining in compliance with Paragraphs 9.28.4 and 9.28.5.

8.23.3 Nothing in this Paragraph 8.23 shall relieve Contractor of any liability for breach of this Contract. Further, nothing in this Paragraph 8.23 shall be construed to relieve an insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 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.

8.24.2 Evidence of Coverage and Notice to County

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

8.24.2.2 Renewal Certificates shall be provided to County within ten (10) days of receipt by Contractor. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time in the event a claim is filed under such policies.

8.24.2.3 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 cover the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, and list any County required endorsement forms.

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

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

County of Los Angeles
Internal Services Department (ISD)
9150 Imperial Hwy. MS. 46
Downey, CA 90242
Attention: Krystina Ido

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

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, and employees (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. 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.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage if lower than limits contained in this Contract, term of coverage or policy period. The written notice shall be provided to

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage unless determined by a court of competent jurisdiction that the County is solely responsible for any claims.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall

require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

After the Effective Date, if Contractor switches to an alternative risk financing program, the County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party as agreed upon by the parties.

8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions by mutual agreement with Contractor, 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), adding 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 (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$15 million per claim and in the aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation. This insurance shall include coverage for computer fraud, data processing services operations, electronic data or computer programs, and funds transfer fraud.

8.25.4.2 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$25 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as a Loss Payee as its interests may appear; provided, however, that Contractor will have the option to pay the claim in lieu of the County or its Agents exercising such rights (i.e., filing a claim). 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.

8.25.4.3 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$15 million.

8.25.4.4 Privacy/Network Security (Cyber) Liability

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; (5) unauthorized access to or use of computer systems with limits of not less than \$15 million. No

exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.4.5 Tiered Policy

The insurance coverage required in Paragraphs 8.25.4.1 (Professional Liability-Errors and Omissions), 8.25.4.3 (Technology Errors & Omissions Insurance), and 8.25.4.4 (Privacy/Network Security (Cyber) Liability) may be met with one policy, provided that such policy (a) includes all coverage outlined in each such paragraph; and (b) the aggregate minimums set for in each such paragraph are individually applicable to each type of coverage (in other words, the coverage does not have one aggregate limit that applies to claims under all types of coverages but instead has a separate aggregate limit that applies to each type of coverage).

8.25.4.6 Financial Institution

Contractor and Subcontractor(s) financial institution(s) must meet the minimum ratings, as defined by the County of Los Angeles Treasurer and Tax Collector (TTC). The minimum ratings required will be a rating of "A" by Moody's or Standard & Poor's, regardless of numerical or symbolic qualifiers (1, 2, 3, +, or -) at the time of Contract award, unless otherwise agreed to by both the TTC and the Contractor. In the event that Contractor's and/or Subcontractor(s) financial institution fails to maintain the minimum rating, County reserves the right to require the Contractor and/or Subcontractor(s) to replace its Settlement financial institution with another financial institution that meets the minimum rating requirement.

8.26 Liquidated Damages

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

8.26.2 If the ISD, or his/her designee, determines that Contractor has failed to meet the Performance Standards outlined in Exhibit K, then ISD will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the ISD, or his/her designee, may assess liquidated damages in accordance with Exhibit K. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages as specified in the Performance Requirements Summary (PRS), as defined in Exhibit K, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be (a) deducted from the County's payment to the Contractor; or (b) credited by Contractor against fees owed by Contractor to County; or (c) if no payment or insufficient payment is due or no fees or insufficient fees are owed, shall be remitted immediately by Contractor to County in cash. Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 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 Paragraph 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 Paragraph

8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein, provided however that any direct damages shall be offset by the amount of Liquidated Damages assessed and paid.

8.27 Most Favored Public Entity

8.27.1 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 Nondiscrimination 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 C (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 As permitted by Applicable Laws, the Contractor shall allow County representatives access (via remote access or accompanied by a Contractor representative) to the Contractor's records during regular business hours for the limited purpose to verify the certifications provided in this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 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 five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Dispute Resolution Procedure

- 8.31.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Paragraph 8.31 (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 County determines should be delayed as a result of such dispute.

If Contractor fails to continue without delay its performance hereunder which 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 Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

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 Contractor or County as a result of County's failure to continue to so

perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

- 8.31.3 In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to Contractor's Project Manager and the applicable Departmental Project Manager (with a copy to County's Contract Project Monitor) for the purpose of endeavoring to resolve such dispute.
- 8.31.4 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to the parties' respective Project Directors (with a copy to County's Contract Project Monitor) for further consideration and discussion to attempt to resolve the dispute.
- 8.31.5 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's President and the CIO (with a copy to County's Contract Project Monitor). These persons shall have ten (10) days to attempt to resolve the dispute.
- 8.31.6 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.
- 8.31.7 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 levels described in this Paragraph 8.31, 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.
- 8.31.8 Notwithstanding any other provision of this Contract,

County's right to terminate this Contract pursuant to Paragraph 8.42 (Termination for Convenience), Paragraph 8.43 (Termination for Default), Paragraph 8.44 (Termination for Improper Consideration), and Paragraph 8.45 (Termination for Insolvency), or any other termination provision hereunder, and a party's right to seek injunctive relief to enforce the provisions of Paragraphs 9.10 (Confidentiality), and 9.11 (Proprietary Considerations) 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 Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 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 H, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 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 D - County's Administration and E - Contractor's Administration. Addresses may be changed by either party giving ten (10)

days prior written notice thereof to the other party. The ISD 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

8.35.1 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 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction; provided however that prior to the County's release of any such information, County shall provide Contractor with an opportunity, at Contractor's expense, to seek an injunction against the disclosure.

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. Contractor shall have the right to defend itself.

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:

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

8.37.1.2 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 County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and

information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

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

8.39 Recycled Bond Paper

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

8.40 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:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 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 Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 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, Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Internal Services Department (ISD), ITS
9150 Imperial Hwy. MS. 46
Downey, CA 90242
Attention: Krystina Ido

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

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 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 (10) 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:

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

8.42.2.2 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 Paragraph 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 County's Project Director:

8.43.1.1 Contractor has materially breached this Contract or any Work Order/Executed Work Order and failed to cure such breach after having been 30 days written notice; or

8.43.1.2 Contractor fails to remit, or incorrectly remits, to County any amounts, including limitation, accumulated interest, due to County in accordance with the terms of this Contract and does not promptly correct the remittance after having been given written notice of the failure or incorrect remittance; or

8.43.1.3 Contractor incorrectly debits the designated County bank account(s) via ACH debit for fees that are not owed to Contractor and fails to correct the error within 3 business days of becoming aware of the error; or

8.43.1.4 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract or under any Work Order/Executed Work Order and fails to cure after having been given 30 days notice of the failure; or

8.43.1.5 Intentionally Omitted

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 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 continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

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 Paragraph 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. Notwithstanding the foregoing, the parties agree that failures arising out of the coronavirus disease 2019 or COVID-19 shall not be considered an event that is beyond the control and without the fault or negligence of Contractor, unless COVID-19 increases in severity past its current state as of the Effective Date. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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 Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

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

- 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
- 8.45.1.4 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 Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

8.48.1 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.

8.49 Waiver

8.49.1 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 paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

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

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and

unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

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

8.52.1 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

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

8.54 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.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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

8.58 Intellectual Property Warranties and Indemnification

8.58.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the ownership and other rights granted by this Contract to County; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County is entitled to use the eCommerce Applications and the product of Services acquired hereunder

without interruption, subject only to County's obligation to make the required payments under this Contract; (iv) that this Contract, the eCommerce Applications and the product of Services acquired hereunder, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) that during the term of this Contract, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of eCommerce Applications and product of the Services acquired hereunder (or any part thereof) in accordance with this Contract; and (vi) that neither the performance of this Contract by Contractor, nor the ownership by, and use by, County and its users of eCommerce Applications and the product of Services hereunder in accordance with this Contract will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

8.58.2 Contractor shall indemnify, hold harmless and defend the County Indemnified Parties from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to eCommerce Applications or the product of Services acquired hereunder or the operation and utilization of Contractor's work under this Contract (in this Paragraph 8.58 collectively "Infringement Claim(s)"); provided, however, that Contractor shall not be liable for any infringement or alleged infringement that results, in whole or in part, from: (a) use of a Service, eCommerce Application or other deliverable of Contractor under this Contract in a manner or for a purpose

not specifically described in the Contract (including the Change Notices and Amendments), any Executed Work Order, or any Application Specification Document; (b) use of a Service, eCommerce Application or other deliverable of Contractor under this Contract in combination with computer programs, processes, hardware, software data systems, or services owned, licensed or provided by someone other than Contractor, other than as authorized by Contractor in an Executed Work Order; (c) County's products or services; (d) modification, change, amendment, customization, or adaptation of any Service, eCommerce Application or other deliverable of Contractor under this Contract not made wholly by Contractor, other than as authorized by Contractor in an Executed Work Order, or (e) County's failure to implement corrections or changes provided by Contractor, which corrections or changes, as the case may be, have been fully and successfully tested by Contractor and County to confirm operability with the eCommerce Solution. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.58 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County, such approval not to be unreasonably withheld. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to obtain reimbursement from Contractor for all such costs and expenses reasonably incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.58.3 Without limiting the foregoing, in the event County Project Director becomes aware that ongoing use of eCommerce Applications, any other product of Services, and/or any part(s) or component(s) thereof, is the subject of any Infringement Claim that might preclude or impair County's use

of the applicable eCommerce Application and/or other product of Services (e.g., injunctive relief), or that County's continued use of such eCommerce Application and/or other product may subject it to punitive damages or statutory penalties or other costs or expenses, County Project Director shall give notice to Contractor of such facts. Upon the earlier of such notice or Contractor otherwise obtaining knowledge of such circumstances, Contractor shall, at its option and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the eCommerce Applications or other product of Services, or part(s) or component(s) thereof, to the same extent of County's ownership rights under this Contract; or (ii) to the extent Contractor is unable to procure such right, replace or modify the eCommerce Applications or product of the Services acquired hereunder, or part(s) or component(s) thereof, with another software or product of Services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities that is non infringing; or (iii) in the event that Contractor is unable, in the reasonable determination of County, to successfully complete the remedial measures described in either clause (i) or (ii), terminate the applicable Executed Work Order and refund all pre-paid fees covering future use of the applicable eCommerce Applications or product of the Services acquired hereunder.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.2.1 The County is subject to the Administrative Simplification requirements and prohibitions 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"). 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 I in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Data Destruction

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

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

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

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

9.7 Local Small Business Enterprise (LSBE) Preference Program

- 9.7.1 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.
- 9.7.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.7.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.7.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.8 Social Enterprise (SE) Preference Program

- 9.8.1 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.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.8.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.9.1 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.
- 9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.9.3 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.
- 9.9.4 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.

9.10 Confidentiality

- 9.10.1 Contractor shall maintain the confidentiality of all County Materials, as set forth in Paragraph 9.11.6 (County Materials), to which Contractor and/or its employees or agents have access during the course of performance of work hereunder and all events or circumstances which occur during the course of such performance (collectively "Confidential Information"), in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures; Data Security Guidelines; and Banking Rules, in each case, relating to confidentiality, including California Civil Code Section 1798.82 and County policies the protection of confidential records and information.
- 9.10.2 Notwithstanding Paragraph 9.10.1, Contractor may disclose information that would otherwise be Confidential Information to the extent that such information: (a) is in lawfully in the public domain at the time of disclosure; (b) is disclosed with the prior approval of County; or (c) is required by law to be disclosed.
- 9.10.3 Contractor shall take all reasonable actions necessary or advisable to protect all Confidential Information in its possession, custody and/or control from loss or damage by any cause, including fire, theft or other catastrophe.
- 9.10.4 With respect to any of the Confidential Information, Contractor shall: (a) not use any such Confidential Information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to County all requests for disclosure of any such Confidential Information; (c) not disclose, except as otherwise specifically permitted by the Contract, any such Confidential Information to any person or organization other than County without County's prior written authorization; and (d) at the expiration or termination of the Contract, return or maintain all such Confidential Information as instructed under Paragraph 9.15 (Effect of Expiration and Termination) of this Contract.
- 9.10.5 Contractor shall inform all of its officers, employees, Subcontractors and other agents performing work hereunder of the confidentiality provisions of this Contract.

Notwithstanding the foregoing, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses the Confidential Information or provides access to such Confidential Information by virtue of performing work under this Contract.

9.10.6 Contractor shall sign and adhere to the provisions of the Exhibit F.1 (Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement).

9.10.7 **Intentionally Omitted**

9.10.8 **Intentionally Omitted**

9.10.9 Contractor acknowledges that a breach of this Paragraph 9.1 may result in irreparable injury to County that may not be adequately compensated by monetary damages, and that, in addition to County's other rights under the Contract, at law and in equity, County shall have the right to injunctive relief to enforces the provisions of this Paragraph 9.10.

9.10.10 Contractor shall indemnify, defend, and hold harmless the County Indemnified Parties pursuant to Paragraph 8.23 (Indemnification) from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 9.10.

9.11 PROPRIETARY CONSIDERATIONS

9.11.1 Ownership of eCommerce Standard Layer 1 Applications and Layer 2 and Layer 3 Software Applications

9.11.1.1 County acknowledges that all proprietary and intellectual property rights, title and interest, including copyright, in and to the original and copies of the eCommerce Standard Layer 1 Applications and Layer 2 and Layer 3 software Applications, together with all Source Code and Related Documentation, provided to County by Contractor pursuant to this Contract, and, except as otherwise

provided in this Section 9.11.1.2, any Customizations to such Applications, together with all Source Code and Related Documentation provided to County by Contractor, are and shall remain the exclusive property of Contractor, all such Applications being subject to the ASP Rights granted to County pursuant to Paragraph 9.11.2 (ASP Rights). With respect to Customizations to any eCommerce Application, together with all Source Code and Related Documentation, County and Contractor may agree in the applicable Work Order that County owns all proprietary and intellectual property rights, title and interest, including copyright, to such Customizations, together with all Source Code and Related Documentation.

9.11.1.2 Except as otherwise provided in Paragraph 9.11.1.2, County releases to Contractor all proprietary and intellectual property rights, title and interest, including copyright, in and to all Customizations, subject to Contractor's incorporation of said Customizations into the eCommerce Applications in perpetuity and subject to Contractor's provision of Services for the eCommerce Applications, as required by this Contract.

9.11.1.3 Notwithstanding anything to the contrary contained in this Paragraph 9.11.1, County retains ownership of any and all County Materials incorporated into any Standard Layer 1 Application by way of configurations or otherwise, and Contractor is not permitted to use any such County Materials other than for the limited purpose to provide the applicable Standard Layer 1 Applications hereunder.

9.11.2 ASP Rights

Subject to Paragraph 9.11.1 (Ownership of eCommerce Standard Layer 1 Applications and Layer 2 and Layer 3 Software Applications), Contractor grants to County, effective upon the Effective Date, and except as limited by Paragraph 9.11.3 (Fully Paid ASP Rights), the following rights of use to the eCommerce Applications through Contractor's application service provider model (hereinafter collectively, "ASP Rights"), which rights shall be irrevocable

during the term described in Paragraph 9.11.4 (Term of ASP Rights):

- 9.11.2.1 The right to use, integrate with other software, operate and execute the eCommerce Applications on an unlimited number of computers, servers, local area networks and wide area networks for use by an unlimited number of users;
- 9.11.2.2 The right to allow persons and entities to use the public facing aspects of the eCommerce Applications;
- 9.11.2.3 The right to configure the configurable aspects of the eCommerce Applications;
- 9.11.2.4 The right to use, modify, copy and display the Related Documentation, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Contract and the ASP Rights;
- 9.11.2.5 The right to use, modify, copy, translate and compile the Source Code as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Contract and the ASP Rights; provided, however, that without limiting the rights granted pursuant to Paragraph 9.11.2.5 (Source Code), County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 9.11.2.5 unless and until the occurrence of any Release Condition (as defined below); and
- 9.11.2.6 The right to permit third party access to the eCommerce Applications, Related Documentation, Source Code, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Contract and the ASP Rights, including for the provision of Services or other business use or support of the eCommerce Applications; provided, however, County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 9.11.2.6 unless and until the occurrence of any Release Condition.

9.11.3 Fully-Paid ASP Rights

For each eCommerce Application, upon Contractor's full completion, and County's approval of and payment for, the deliverables under Task 23 – Application Deployment of the Statement of Work for such Application, the ASP Rights shall be a fully paid for and irrevocable for the term described in Paragraph 9.11.4 (Term of ASP Rights).

9.11.4 Term of ASP Rights

The term of the ASP Rights shall commence upon the Effective Date and shall continue until the earlier of such time as (a) the County has fully completed its transition to a product that replaces the functionality of each and every eCommerce Application hereunder or (b) (i) County has failed to make payments required by this Contract or has otherwise materially breached this Contract, (ii) the parties have commenced the dispute resolution procedures under Paragraph 9.18 (Dispute Resolution Procedures) with respect thereto, and (iii) this Contract has terminated as a result of actions taken in accordance with such dispute resolution procedures.

9.11.5 Source Code

9.11.5.1 Unless expressly stated otherwise herein or in a Work Order, Contractor retains all right, title and interest in all the Source Code of the Contractor's eCommerce Standard Layer 1 Applications and Layer 2 and Layer 3 software Applications.

9.11.5.2 Pursuant to the terms and conditions of a two party agreement (in this Section 9.11.5, "Escrow Agreement") established and maintained at Contractor's expense, Contractor shall separately deposit with Iron Mountain, or such other third party escrow provider selected by Contractor, subject to the reasonable approval of County's Project Director, in electronic media the Source Code for (1) Contractor's eCommerce Standard Layer 1 Applications, Layer 2 and Layer 3 software Applications and (2) the Source Code for all Customizations to Contractor's eCommerce Standard Layer 1 Applications and Layer 2 and Layer 3 software Applications. Contractor shall name the County as a beneficiary under such Escrow Agreement.

Contractor shall maintain such Escrow Agreement throughout the term of this Contract. Contractor's duty to deposit Source Code shall continue throughout the Term of the Contract and Contractor shall keep all Source Code for each eCommerce Application current and equivalent to each eCommerce Application then being used by County.

9.11.5.3 Release Conditions

Upon the occurrence of any of the events identified below (in this Paragraph 9.11, collectively "Release Conditions"), County shall be granted access to the Source Code at no cost to County. County has ninety (90) days from the date of the occurrence giving rise to the event of default within which to notify Contractor, as more particularly described below, that a Release Condition has occurred:

9.11.5.3.1 The occurrence of an event that would give rise to County's ability to terminate pursuant to Paragraph 8.45 (Termination for Insolvency);

9.11.5.3.2 During the term of the Contract, Contractor ceases to do business without a successor or assignee, or if there is such a successor or assignee, before such successor or assignee commences to continue Contractor's business, or such successor or assignee opts not to support the eCommerce Application; or

9.11.5.3.3 During the term of the Contract, Contractor ceases to provide, other than for nonpayment by County or County's material breach of the Contract, Services with respect to the eCommerce Applications.

In the event of a claim to the Source Code under this Paragraph 9.11.5.3, County shall provide Contractor with a written notice outlining the facts

upon which County bases its claim that a Release Condition has occurred, following which Contractor shall have ten (10) calendar days to dispute the release of the Source Code. If Contractor does not notify County within ten (10) calendar days of County's notice that Contractor disputes the basis for County's claim that a Release Condition has occurred, then County is entitled to obtain the Source Code from escrow and to use any or all of the Source Code in accordance with Paragraph 9.11.5.5 (Use and Possession of Source Code). Contractor may contest County's right to use the Source Code pursuant to the dispute resolution procedures, other than judicial proceedings, as provided in Paragraph 8.31 (Dispute Resolution Procedure), which process, if invoked, shall stay County's right to utilize the Source Code unless and until there has been a resolution of such dispute in accordance with the dispute resolution procedures and the remainder of this Paragraph 9.11.5.3. If the dispute resolution procedures result in disagreement as to whether a basis exists for any claim by County to the Source Code, and the County's Project Director continues to believe that such a basis does exist, then the County Project Director may, in the County's Project Director's sole discretion, give notice of such belief to Contractor, in which event County may, at any time on or after a date that is seven (7) calendar days after the giving of such notice, obtain the Source Code from escrow and use any or all of the Source Code in accordance with Paragraph 9.11.5.5 (Use and Possession of Source Code).

9.11.5.4 County's Right to Verify Source Code

Regardless of whether one of the Release Conditions occurs, County shall have the right to verify the relevance, completeness, currency, accuracy and functionality of the Source Code by, among other things, requiring Contractor to provide County with a written report that describes in an auditable manner that the Source Code in escrow is complete, accurate and current. In the event that the Source Code does not correspond to the applicable

eCommerce Application, Contractor shall immediately deposit with Iron Mountain an accurate, complete and current copy of the Source Code.

9.11.5.5 Use and Possession of Source Code

Source Code obtained by County under the provisions of this Contract shall remain subject to every proprietary rights protection, and other County obligation specified in this Contract. Should the Source Code be released pursuant to 9.11.5.3 above, County may use Source Code in accordance with Sections 9.11.2.5 and 9.11.2.6 above. When Source Code is not in use, County agrees to keep such Source Code in a locked, secure place. When Source Code resides in a central processing unit, County shall limit access solely to its authorized employees and consultants who have a need to know in order to for County to exercise its rights under this Section 9.11.5.5.

9.11.6 County Materials

Contractor and County agree that all (a) County records, data and other information, including records, data and other information (i) from time to time collected, transmitted and/or stored by the all or any component of the eCommerce Solution or (ii) pertaining to any Payer using the public facing aspects of the eCommerce Solution; (b) County Applications, source code and related documentation, Application Specification Documents, materials, plans, reports, Project schedules, Project plans, Project Control Document, Application Project Management Plan, documentation and training materials developed by or solely for County as specified herein or in a Work Order, departmental procedures and processes, algorithms and any other information provided by County or specifically provided by Contractor for County pursuant to this Contract, and all copyrights, patent rights, trade secret rights and other proprietary rights therein (except as otherwise provided in this Section 9.11.6, excluding, in all respects, the eCommerce Applications, the Source Code, and the Related Documentation, and all copyrights, patent rights, trade secret rights and other proprietary rights therein); and (c) all County and County Department logos, County and County Departments' website designs and style sheets, and all copyrights, patent rights, trade secret rights and other proprietary rights therein (collectively

"County Materials") shall be the sole property of County. With respect to Customization to any eCommerce Application, together with all Source Code and Related Documentation, in the event that County and Contractor agree in the applicable Work Order that County owns all proprietary and intellectual property rights, title and interest, including copyright, to such Customizations, together with all Source Code and Related Documentation, then such Customizations, together with all Source Code and Related Documentation, shall constitute "County Materials" for all purposes under this Contract. Contractor hereby assigns and transfers to County all of Contractor's right, title, and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. During and for a minimum of seven (7) years subsequent to the Term, Contractor shall retain any and all such working papers. County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

9.11.7 Transfer to County

Upon request of County, Contractor shall execute all documents requested by County and shall perform all other reasonable acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Materials, including, but not limited to, all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of rights shall be borne by County. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

9.11.8 Proprietary and Confidential

Subject to Paragraphs 9.11.1 (Ownership of eCommerce Standard Layer 1 Applications and Layer 2 and Layer 3 Software Applications) and 9.11.6 (County Materials), the eCommerce Applications, Source Code, and Related Documentation, and any and all materials which are

developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor in accordance with Paragraph 8.36 (Public Records Act). Notwithstanding any other provision of this Contract, County shall not be obligated in any way under this Contract for disclosure of such materials, even if so plainly and prominently marked, as described under Paragraph 8.36 (Public Records Act).

9.12 SECURITY

- 9.12.1 Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the eCommerce Solution or any component thereof through any code, device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, any disabling or malicious code or malware, which has the potential or capability of compromising the security or confidentiality of the Confidential Information or of causing any unplanned interruption of the accessibility of the eCommerce Solution or any component thereof by County or any user or which could alter, destroy, or inhibit the use of the eCommerce Solution, any component thereof, or the data contained therein (collectively "Disabling Devices").
- 9.12.2 Contractor shall implement practices and procedures consistent with guidance defined in International Organization for Standardization security standard 27002, Section 10.4.1, as in effect from time to time, to prevent Disabling Devices from being incorporated or introduced into any component of the eCommerce Solution by Contractor or any third party and to detect Disabling Devices in the event preventive measures fail.
- 9.12.3 Contractor shall not reproduce, distribute or disclose to any person or entity any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding information security or maintenance in County's computer systems, or to any safeguard, countermeasure or contingency plan, policy or procedure for

data security contemplated or implemented by County, other than to the applicable affected vendor(s), law enforcement and/or computer security coordinating organizations, in each case, with County's prior written consent which will not be unreasonably withheld.

- 9.12.4 Contractor shall maintain comprehensive data security procedures and practices consistent with applicable Data Security Guidelines, Banking Rules, the Statement of Work and this Contract generally, and appropriate to the nature of the Confidential Information, which shall include, but not be limited to, reasonable and appropriate technical, organizational, administrative and other security measures, to protect the Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Contractor shall fully document, in writing, the content and implementation of the data security program and associated technical, organizational, administrative and security measures. The documentation shall address control architecture, encryption and data separation procedures, access control and verification, the presence or absence of audit trails, eCommerce Solution testing and monitoring, disaster recovery and back-up, and program responsibility, among other items.
- 9.12.5 Contractor shall provide comprehensive training on the data security program to all parties granted access to the Confidential Information prior to such persons commencing work under this Contract and at least annually thereafter.
- 9.12.6 Contractor shall provide all work under this Contract using security technologies and techniques consistent with applicable Data Security Guidelines, Banking Rules, the Statement of Work, this Contract generally and otherwise in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.
- 9.12.7 In no event shall Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data. Additionally, in no event shall Contractor make any changes in its technical, organizational, administrative and other

security measures that materially weaken any technical, organizational, administrative or other security measure in place to safeguard the Confidential Information or result in Contractor's failure to meet any of the minimum standards set forth in this Contract.

9.12.8 To the extent Contractor removes County's Confidential Information from any systems under its control, Contractor shall permanently destroy or securely erase such Confidential Information in accordance with the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitization (Special Publication 800-88), as amended from time to time. Under no circumstances shall Contractor use, re-use, sell, lease or otherwise transfer media on which the Confidential Information has been stored for any purpose unless such Confidential Information has been securely and permanently erased. To the extent that Contractor is disposing of any hard copies of County's Confidential Information (including following any records retention requirements under this Contract or applicable law), Contractor shall shred such copies in such a manner as to render the copies unable to be reconstructed. Contractor additionally shall not put in trash contained when Contractor disposes of such copies. All such copies to be shredded are to be placed in a locked or secure container/bin/box and labeled "shred" until they are destroyed. No such copies are to be recycled.

9.12.9 Without limiting Paragraph 8.6 (Compliance with Applicable Law) or Paragraph 9.2 (Health Insurance Portability and Accountability Act of 1996 (HIPAA)), Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures; Data Security Guidelines; and Banking Rules relating to (1) security, including California Civil Code Section 1798.82 and County policies concerning information technology security and (2) Known Threats, Computer Security Breaches, and/or other actual incidents which compromise, are reasonably believed to have compromised, or may potentially compromise, the security, confidentiality and/or integrity of any Confidential Information (collectively "Security Incidents"), including HIPAA, and California Civil Code Section 1798.82 (such applicable laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures; Data Security

Guidelines; and Banking Rules collectively "Applicable Laws"). Under no circumstances will this paragraph be deemed to confer upon County responsibility for Contractor's compliance with such Applicable Laws.

9.12.10 Also without limiting Paragraph 8.6 (Compliance with Applicable Law) or Paragraph 9.2 (Health Insurance Portability and Accountability Act of 1996 (HIPAA)), for each Security Incident with respect to the eCommerce Solution, Contractor shall, at no cost to County:

1. Notify County of each Security Incident in accordance with Section 2.7.9 (Computer Security Breach Notification) of Exhibit A (Statement of Work);
2. Investigate (with County's participation if so desired by County) such Security Incident;
3. Provide updates to County throughout Contractor's investigation of such Security Incident;
4. Perform a root cause analysis of such Security Incident and prepare a corrective action plan;
5. To the extent such Security Incident is within Contractor's areas of control, remediate such Security Incident and prevent its recurrence;
6. Cooperate with County in providing any notices that County deems appropriate to affected data subjects, government agencies, credit bureaus and other entities;
7. Cooperate with County in any litigation and investigation against third parties deemed necessary by County to protect the Confidential Information; and
8. Undertake such remedial efforts available to Contractor consistent with the facts and circumstances of the Security Incident, and in accordance with Applicable Laws to limit harm to affected individuals.

9.12.11 Without limiting any provisions of this Contract, for each Security Incident with respect to the eCommerce Solution, Contractor shall bear:

1. The costs incurred by Contractor in complying with its legal obligations relating to such breach; and
2. In addition to any other costs, expenses, or damages for which Contractor may be liable for under this Contract, the following costs incurred by County related to such breach, to the extent applicable:
 - a. the cost of providing legally required notices to affected individuals;
 - b. the cost of providing legally required notices to government agencies, credit bureaus, and other required entities;
 - c. the cost of providing affected individuals with legally required credit monitoring or restoration services for a minimum of twelve (12) months or such longer minimum period required by Applicable Law, to the extent the incident could lead to a compromise of the data subject's credit or credit standing;
 - d. call center support for such affected individuals for a specific period not to exceed thirty (30) days;
 - e. the cost of any other measures required under Applicable Law and/or per court order; and
 - f. any other damages for which Contractor would be liable under this Contract, including, but not limited to costs incurred by issuing banks to restore or correct the data subject's credit or credit standing, which costs have been imposed on County in accordance with Applicable Law and/or per court order.

9.13 WARRANTY PASS-THROUGH

Contractor shall assign to County to the fullest extent permitted by law or by this Contract, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any eCommerce Application module and/or component or any other product or service provided hereunder, if any, shall fully extend to and be enjoyed by County.

9.14 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Contractor shall comply with Exhibit J (Information Security and Privacy Requirements). The Information Security and Privacy Requirements applies to both Contractors and their subcontractors.

Contractor shall be required to certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and shall maintain compliance during the term of this contract. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (Los Angeles County Code, Chapter 2.202).

9.15 EFFECT OF EXPIRATION AND TERMINATION

In the event that this Contract expires, or County terminates this Contract in whole or in part as provided in Paragraph 8.42 (Termination for Convenience), Paragraph 8.43 (Termination for Default), Paragraph 8.44 (Termination for Improper Consideration), and Paragraph 8.45 (Termination for Insolvency), in each case, then:

- 9.15.1 Contractor shall (a) stop performing work under this Contract on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed work and work in progress in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the work as shall not have been terminated by such notice;
- 9.15.2 Unless this Contract has expired or County has terminated the Contract pursuant to Paragraph 8.42 (Termination for Convenience) or Paragraph 8.43, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, Services, and other work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, Services, and other work;
- 9.15.3 To the extent permitted by applicable Data Security Guidelines and Banking Rules, Contractor shall promptly return to County any and all of County's Confidential

Information, in the case of termination, that relates to that portion of the Contract or work terminated, including all County records, data and other information, in a media requested by County. In doing so, Contractor shall remove all copies of such Confidential Information from its systems in accordance with Paragraph 9.12 (Security). Contractor shall maintain in accordance with Paragraphs 9.10 (Confidentiality), 9.12 (Security), and 9.14 (Information Security and Privacy Requirements) any portion of County's Confidential Information Contractor is required to maintain in accordance with applicable Data Security Guidelines and/or Banking Rules;

- 9.15.4 Contractor shall provide transition Services in accordance with Section 3.5 (Contractor's Outgoing Transition) of the Exhibit A (Statement of Work). Contractor agrees that if this Contract expires or if County terminates this Contract in full or in part pursuant to Paragraph 8.42 (Termination for Convenience), or Paragraph 8.43.4, then Contractor shall perform transition Services, and shall invoice County for such transition Services determined in accordance with the rates specified in Exhibit B (Pricing Sheets), as applicable, and agreed upon maximum amount, in accordance with Section 3.5 (Contractor's Outgoing Transition) of the Exhibit A (Statement of Work). Contractor further agrees that in the event that County terminates the Contract for any breach by Contractor, Contractor shall perform transition Services at no cost to County. In connection with the provision of any transition Services pursuant to this Paragraph 9.15.4, Contractor shall provide to the County's Project Director, upon request, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition Services;
- 9.15.5 County will withhold payments in accordance with Paragraph 8.26 (Liquidated Damages) if the County determines that there are deficiencies in the performance of this Contract as set forth in Exhibit K (Performance Requirements Summary), to the extent applicable;
- 9.15.6 Contractor and County shall continue the performance of the Contract to the extent not otherwise terminated; and
- 9.15.7 Contractor shall maintain all materials required to be maintained Paragraph, 8.38 (Record Retention and

Inspection/Audit Settlement) in accordance with such Paragraph.

10.0 SURVIVAL

The following Paragraphs and any Exhibits referenced in such Paragraphs shall survive expiration or termination of this Contract:

- 1.0 Applicable Documents
- 2.0 Definitions
- 3.0 Work
- 5.4 No Payment for Services Provided Following Expiration-Termination of Contract
- 8.0 Standard Terms & Conditions
- 9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 9.6 Data Destruction
- 9.10 Confidentiality
- 9.11 Proprietary Considerations
- 9.12 Security
- 9.13 Warranty Pass-Through
- 9.14 Information Security and Privacy Requirements
- 9.15 Effect of Expiration and Termination
- 10.0 Survival

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

CONTRACTOR: (_____)
Name

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

EXHIBITS
TO
CONTRACT
FOR
ELECTRONIC PAYMENT
PROCESSING SERVICES

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- EXECUTED WORK ORDER(S):** INCORPORATED BY REFERENCE

EXHIBIT A

STATEMENT OF WORK

TO

CONTRACT BETWEEN

COUNTY OF LOS ANGELES

AND

**FIDELITY INFORMATION SERVICES,
LLC**

FOR

**ELECTRONIC PAYMENT PROCESSING
SERVICES**

ELECTRONIC PAYMENT PROCESSING SERVICES
STATEMENT OF WORK
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1.0 SERVICES

1.1 BACKGROUND

Los Angeles County (County), one of California's original 27 counties, was established on February 18, 1850. It is one of the nation's largest counties with 4,084 square miles and has the largest population of any county in the nation - nearly 10.2 million residents who account for approximately 27 percent of California's population. With over 100,000 employees and 35 departments, the County is charged with providing numerous services that affect the lives of all residents, including but not limited to: law enforcement, emergency and fire services, tax collection, public health protection, public social services, elections, roads and dams maintenance, and flood control.

Currently, the County has over 50 eCommerce Web Applications in production, 136 active Point of Sales (POS) devices and has collected over \$4 Billion of online payments in Calendar Year 2018. Through these eCommerce services, the County collects various online payments such as fines, fees for permits, licenses, event/conference registrations, water utility, restitution obligations, recreational activity reservations and registrations, and property taxes.

The County's current eCommerce Architecture is divided into the following layers which are further detailed in this Exhibit A (Statement of Work):

- Layer 1 – Merchant Commerce System/Website (Storefront)
- Layer 2 – Payment Gateway
- Layer 3 – Payment Processor

County requires that the Contractor's eCommerce Solution allow for growth and scalability to deploy new County Department eCommerce Applications, Interactive Voice Response (IVR), and POS, and evolve to include new and additional Payment Channels, Payment Types, and functionalities, and meet required regulatory changes and security compliance.

1.2 SCOPE OF WORK

The general scope of work to be performed under this Contract shall include, but is not limited to, providing services, necessary equipment and potential customization works to provide a comprehensive best in class eCommerce solution for the acceptance and real-time processing of credit/debit cards and eCheck transactions using Web/Internet, IVR and POS. The eCommerce Solution shall include:

1. A Centralized Shopping Cart (see Section 2.1.12) for the purpose of paying for multiple County obligations.
2. 24 x 7 x 365 per year Layer 2 services via a secure environment.
3. Acceptance of the following payment types:
 - a. Credit Cards (brands Visa, MasterCard, Discover, American Express)
 - b. PIN and PINless Debit Cards and
 - c. eChecksNote: For eCheck processing applications, the Automated Clearing House (ACH) Rules require the County Department to “similarly authenticate” the user’s written authorization of the ACH payments. Examples of methods used to similarly authenticate an authorization include, but are not limited to, the use of digital signatures, codes, shared secrets, personal identification numbers (PIN), etc. Contractor must ensure the County Department meets the similarly authenticated requirement.
4. Reporting capabilities via a web portal or dashboard.
5. User friendly interface.
6. Online refund process.
7. Integrate with all County Applications (Layer 1) or Standard Layer 1 Applications with the Contractor’s eCommerce Solution.
8. Payment processing capabilities via Application Payment Interface (API), Web Services, IVR, POS, or Electronic Forms Submission.
9. Provide a department/entity specific daily Payment/Transaction Activity File.
10. Dedicated 24 x 7 x 365 customer service support.
11. Maintenance of data integrity, disaster recovery, and business continuity.
12. Compliance with all applicable Banking Rules and Data Security Guidelines including the most current Payment Card Industry Data Security Standards (PCI-DSS) and Europay, Mastercard and Visa (EMV) with the appropriate certifications.
13. Compliance with Federal accessibility standards including Web Content Accessibility Guidelines (WCAG) 2.0.

Deliverables shall include, but are not limited to, an Application Specification Document, Project plan and schedule, test scenarios/cases, environment setup and/or software development, specialized hardware installation, training for all applications and related systems, and all other applicable documentation to allow the County to perform customer acceptance testing and provide formal approval for Contractor's deployment of the eCommerce Application, followed by thirty (30) day of post-implementation support, review, and ongoing warranty services to the County.

Contractor shall perform, complete and deliver all tasks, subtasks, deliverables, goods, Services and other work in full compliance with this

Statement of Work under the direction of County's Project Director or designee.

1.3 TECHNOLOGY GROWTH AND INDUSTRY IMPROVEMENTS

Contractor shall keep the County apprised of advances in the electronic payment processing industry, particularly those applicable to the public sector, and recommend improvements to existing eCommerce Applications as well as additional payment processing options to ensure that the County offers online payment options commensurate with Payer's expectations for like Services.

The County is interested in exploring PayPal, Square, and Digital or eWallets (Apple Pay, Samsung Pay, Google Pay, etc.) as additional payment options. Included in Section 3.0 (Task and Deliverables) is a task for Contractor to conduct an analysis to include PayPal, Square, and eWallets as added payment options. Any development effort to implement PayPal, Square, and eWallets will be at the option of County and treated as part of a new eCommerce Application authorized by a Work Order or enhancement to an existing eCommerce Application authorized by a Change Request.

1.4 DEFINITIONS

Capitalized terms used in this Exhibit A without definition have the meanings given to such terms in the Contract.

2.0 ECOMMERCE SOLUTIONS REQUIREMENTS

For each applicable County Department Application, Contractor shall provide an integrated eCommerce Solution that provides all Payment Channels, such as but not limited to Web, IVR and POS, and provide all functionality from receiving Layer 1 Form Post or Department Load File data from County, through payment processing and Settlement that provides at a minimum the following:

2.1 INTEGRATED ECOMMERCE SOLUTION GENERAL REQUIREMENTS

2.1.1 **Payment Channels and Types:** Contractor's eCommerce Solution shall have the following Payment Channels – Web, IVR and POS, and Payment Types – All major credit Cards (such as American Express, Visa, MasterCard, Discover), PIN and PINless Debit (Visa, MasterCard, STAR, NYCE, Plus, Interlink, and Pulse, etc.) and eCheck/ACH.

2.1.2 **Multiple Line Items:** Contractor's eCommerce Solution shall have the ability to receive and display multiple line items from Layer 1, process as a single Transaction, and return those

multiple items to the County in the Payment Activity File and confirmation receipts.

- 2.1.3 **Authorization Times:** Contractor's eCommerce Solution shall have Card Authorization response times not to exceed five (5) seconds from Transaction submission.
- 2.1.4 **Terms of Acceptance:** Contractor's eCommerce Solution shall have the ability to display Application-specific terms and conditions (such as a Privacy and Security Notice, Terms of Use, Terms of Sale and/or Terms of Payment) as specified by the affected County Department. For the Payer's Authorization of eCheck payments (and for any Payment Type required by Banking Rules, applicable law, and/or required by County), Contractor's eCommerce Solution shall have Authorization options (i.e., accept and decline) and validate the County-defined unique PIN, shared secret, password, or digital signature that meets applicable Banking Rules/legal requirements, entered on the same page as the Payer's signature of Authorization.
- 2.1.5 **Seasonal Volumes:** Contractor's eCommerce Solution shall have the capability to handle fluctuating Transaction and payment volumes, not only from a system capacity standpoint but also from a Banking Day high dollar limit, as a result of varying County Department Application peak and non-peak seasons. This includes, but is not limited to, significant spikes in volume and dollars as a result of the two annual property tax deadlines, which can jump to approximately 30,000 Transactions for \$163 million per day for a few days before each deadline, but throughout the remainder of the year fluctuates at much lower volumes. This fluctuation can apply to all Payment Channels, although primarily affects the Web and IVR Applications.
- 2.1.6 **Deployment Time Frames:** Contractor shall provide the ability to deploy County formally approved eCommerce Applications to a production environment based on each County Department's requirements. Contractor shall provide their standard deployment schedule to County Departments during the initial Joint Application Development (JAD) session.
- 2.1.7 **Application Payment Interface (API) Integration:** Contractor's eCommerce Solution shall have the ability to provide an API that can be integrated with other systems that the County may implement.
- 2.1.8 **Email Notification of eCheck Returns:** Contractor's eCommerce Solution shall have the ability to email the Payer a

notification regarding their returned eCheck, to enable the Payer to act quickly when necessary to resolve the matter, and to avoid missing deadlines for payment. Contractor's eCommerce Solution shall have the ability to customize email messages based on the department/entity for which the payment was intended. In addition, Contractor's eCommerce Solution shall provide an option to copy the department/entity on the email notification.

2.1.8.1 Verification of Customer Entered eCheck Information - To resolve customer complaints, the Contractor, upon request, shall provide the customer entered eCheck routing and account number information to the County in a format acceptable to both the Contractor and the County.

2.1.9 Intentionally Omitted

2.1.10 Automated Real-time Refund Transaction: Contractor's eCommerce Solution shall have the ability to process Refund Transactions initiated by the County or County's third-party Application in real-time. Also, Contractor's eCommerce Solution shall provide the ability to void a transaction or a payment before batching.

2.1.11 Multiple Batch Refunds: Contractor's eCommerce Solution shall have the ability to process multiple Refunds using a batch process from the applicable County system. Contractor's eCommerce Solution shall have the capability to receive a file from County Departments, process the Refunds and return a single response file with successful and unsuccessful Refunds, including the appropriate NACHA Return code for the unsuccessful Refunds. Full Refund Transactions must include the Refund of the Convenience/Service Fee. Contractor's eCommerce Solution shall ensure Refund/Refunds, Chargebacks, and/or Returns, do not exceed the original Transaction amount.

2.1.12 Centralized Shopping Cart: Contractor's eCommerce Solution shall have the capability of processing payment Transactions from a centralized County payment site/portal (shopping cart) for the purpose of paying for multiple County obligations, such as fees for permits, licenses, event/seminar registrations, and utility services, fines, restitution obligations, and property taxes, in one Transaction. Each payment may consist of one or more line items where each line item has a unique Merchant ID and fee structure. Payment data from the centralized shopping cart shall be returned to each County Department via the Payment Activity Files for each

Merchant ID. Transaction amount should allow for an amount in excess of one (1) million dollars.

- 2.1.13 **Bill Presentment:** Contractor's eCommerce Solution shall have an Application capable of electronic bill presentment and payment processing which allows the Payer to register to view an image of the Payer's bill and to make payments based on options presented on the bill. The Payer shall be able to view the entire bill statement in a PDF format and have the option to print or save the bill statement on demand.
- 2.1.14 **Stored User Profile:** Contractor's eCommerce Solution shall have the capability to save payment information to recall the information for future payments from Payer.
- 2.1.15 **Recurring Payments:** Contractor's eCommerce Solution shall have ability to process scheduled payments. These may be one-time or recurring (ongoing, regular interval) payments upon the Payer's Authorization. Ability to store and manage multiple Payment Types and/or profiles.
- 2.1.16 **Tokenization:** Contractor's eCommerce Solution shall have the ability to support Tokenization for all credit/debit card Transactions.
- 2.1.17 **Mobile Applications:** Contractor's eCommerce Solution shall have the ability for a County customer to make a payment using a mobile device such as, but not limited to: iPhone, iPad, Samsung, Android, IOS or Windows Mobile devices. The mobile website must conform to the World Wide Web Consortium (W3C) Mobile Web Best Practices. The County will be responsible for the front-end mobile application (Layer 1) developed in-house or by County's third party contractor. Contractor will be responsible for the front end application (Layer 1) developed or offered by Contractor and a shopping cart that interfaces seamlessly with the County's front-end mobile application, which is also mobile friendly.
 - 1. The mobile website must automatically detect and run on the following mobile platforms: Apple iPhone, Apple iPad, Symbian Android, and Windows Mobile.
 - 2. Mobile web content shall be accessible on a range of devices irrespective of differences in presentation capabilities and access mechanism.

3. The mobile website must be Web Content Accessibility Guidelines (WCAG) and American with Disabilities Act (ADA) compliant.
4. The mobile website must have easy site navigation.
5. Ability to gather and provide website and Mobile Analytics.

2.2 WEB APPLICATION

- 2.2.1 **User Interface:** Contractor's eCommerce Solution shall have a user interface to capture, host, and process business data and Payer's payment information from Authorization through Settlement and provide error Return description to Payer to identify unsuccessful payment Transactions.
- 2.2.2 **User-Friendly and Configurable:** Contractor's eCommerce Solution shall have accessible interactive web pages with configurable designs such as texts, graphics, drop-down list selections, etc., to meet each County Department's business and technical requirements.
- 2.2.3 **Interface with Layer 1:** Contractor's eCommerce Solution shall have an electronic interface to the Layer 1 Applications and will populate Layer 1 information into the Contractor's Layer 2 to avoid the need for entering duplicate information.
- 2.2.4 **Utilize County Style Sheets:** Contractor shall utilize County and/or County Departments' website designs and style sheets in order to provide continuity in appearance from the Layer 1 Application throughout the eCommerce Application.
- 2.2.5 **Initial Form Post:** Contractor's eCommerce Solution shall have the capability to receive real-time information originated from the Layer 1 Application. Information is passed to Contractor's eCommerce Solution in real-time, such as with an https post, to complete the payment process for the purpose of reducing duplication of information entry by the Payer. Some of the information may be displayed for the Payers on the Contractor's web pages, as defined by the County Departments.
- 2.2.6 **Post-Back Process:** Contractor's eCommerce Solution shall have a real-time electronic acknowledgement of successful Transactions back to the Layer 1 Application, including all necessary identifying information to tie the Transaction back to the Layer 1 Application, and include date and time stamp, dollar

amount and the appropriate authorizing/confirming identifier for the Transaction.

- 2.2.7 **Configurable Receipt Page:** Contractor's eCommerce Solution shall allow the Receipt Page to be configurable for the specific department/entity. The Receipt Page shall allow customize language to be displayed.
- 2.2.8 **Ability to Print Receipts:** Contractor's eCommerce Solution shall allow the creation of a PDF receipt that Payer can print or save utilizing a variety of generally used Internet browsers (Internet Explorer, Edge, Chrome, Safari, FireFox, etc.). Browsers supported should be the most current versions and one version prior. Printed receipts shall include a confirmation number associated with the successful Transaction, description of product and/or service purchased, including date and time stamp and dollar amount.
- 2.2.9 **Email Receipts to Payers:** Contractor's eCommerce Solution shall have the option to send confirming email receipts, including payment details (Transaction confirmation #, description of product and/or service purchased, date & time stamp, and amount, to Payers upon completion of a successful Transaction).
- 2.2.10 **Ability to Receive and Redirect Email from Public:** Contractor's eCommerce Solution shall have the ability to receive and forward Payer replies to the Contractor's email confirmation to the appropriate County Department.
- 2.2.11 **Web Content Accessibility Guidelines (WCAG) 2:** Compliance Webpages; Contractor's eCommerce Solution shall have WCAG 2.0 levels A and AA accessible compliance webpages for people with disabilities, including visual, auditory, physical, speech, cognitive, language, learning, and neurological. The WCAG 2.0 compliant webpages and contents shall be in accordance with the specifications detailed in the World Wide Web Consortium's (W3C) website, <https://www.w3.org/WAI/standards-guidelines/wcag/>.

2.3 INTERACTIVE VOICE RESPONSE (IVR) APPLICATION

- 2.3.1 **Interactive Voice Response:** Contractor's eCommerce Solution shall have and host IVR capability in English and Spanish languages, including receiving a Department Load File for the purpose of validating Payers' accounts by the Contractor's IVR Application. Contractor's eCommerce Solution shall also have:

1. Toll-free telephone number for Payers to access. At County's option, County may retain the toll-free number upon termination of Services.
2. Call-flow diagram, including exception handling.
3. Ability to integrate with an existing County Department's IVR system to redirect the public from the existing IVR Application to the Contractor's IVR system.
4. Provide statistics related to IVR usage sorted by language, Payment Type, and Card type. Also provide anomaly reports of call drop-off point, call length, and error statistics.
5. Contractor's eCommerce Solution shall have the ability to customize telephone scripts based on the department/entity utilizing the application and provide professional voice talent for IVR recordings, at a minimum in the English and Spanish languages.
6. Provide easily navigable menus with ability to return to the main menu.
7. Ability to expand call volume capacity to handle seasonal spikes in call volume.
8. Ability to provide voice recognition in addition to keyed responses.
9. Ability to allow for the insertion of customized messages and the configuration of prompts.

2.3.2 **Department Load File:** Contractor's eCommerce Solution shall have the capability to electronically transfer County Department's business data into the eCommerce Application for the purpose of data validation prior to the payment Authorization process. Scheduled uploads of County Department's Load File shall be determined by each County Department's business requirements. Refer to Attachment A.5 (Sample Application Specifications) for a sample Department Load File.

2.4 POINT OF SALE (POS) APPLICATION

2.4.1 **Provide POS Equipment:** Contractor's eCommerce Solution shall have POS equipment according to the pricing provided in Exhibit B (Pricing Sheets).

2.4.2 **POS Equipment Specifications:** Each POS payment terminal shall meet or exceed the following specifications:

- Communications - Dialup | Ethernet | RS-232 | USB client | WiFi (optional) | Bluetooth 4.2 BLE (optional) | USB host
- Dimensions - 190mm L × 80mm W × 70mm H; 381g weight
- Display - 2.8" QVGA (240 × 320) color LCD
- Memory - 384MB (256MB Flash, 128MB SDRAM) | Optional: 1024MB (512MB Flash, 512MB SDRAM)
- Operating System - V/OS (Linux-based)
- Payment Acceptance Types – EMV | MSR | NFC/CTLS
- Power - AC input 100–240VAC, 50/60Hz; DC output 11.6V 1.55A
- Processor - 600MHz, Cortex A9 32-bit RISC processor, 1500 MIPS
- Security – PCI PTS 5.x approved
- Thermal Printer - 30 lps, 40mm paper roll
- Touchscreen - Non-touch
- Pin Pad

2.4.3 **POS Software:** Contractor's eCommerce Solution shall have firmware and software components of the POS Application which shall integrate and interface with any County-owned POS devices.

2.4.4 **Virtual Terminal:** Contractor's eCommerce Solution shall have the ability to remotely process Card payments from Payers via phone, fax or a payment gateway without a POS device.

2.4.5 **POS Integration:** Contractor shall fully integrate the POS device with the Layer 1 Application.

2.4.6 **Device User ID/Password:** Contractor's eCommerce Solution shall have the ability for County-designated staff to maintain user ID's and passwords for the POS device(s).

2.4.7 **Multiple Site Access:** Contractor's eCommerce Solution shall have the ability to assign a single user ID and password that can be used on multiple POS devices.

2.4.8 **POS Device User Roles:** Contractor's eCommerce Solution's POS devices shall include the capability to assign user roles as follows:

1. Ability to set user and supervisor levels to restrict access to Refunds and Voids.
2. Ability to restrict access to the device by County Department and/or location.

3. Ability to assign administrators who can add, edit or delete device users.
- 2.4.9 **POS Device Timeout:** Contractor's eCommerce Solution shall have the ability for the County to set the POS device session timeout interval.
 - 2.4.10 **POS Device Maintenance (Purchased and/or Rented):** Maintenance shall include device upgrades that are required to remain compliant with all Banking Rules, Data Security Guidelines, and new technology affecting payment processing or to replace defective and outdated devices no longer supported.

2.5 PAYMENT ACTIVITY FILE

- 2.5.1 **Payment Activity Files:** Contractor shall provide an electronic file to County containing detailed Transactions (including Account Numbers) from a previous Settlement. The Payment Activity Files shall have flexible schedules to coincide with agreed-upon batch processing for the individual County Department's Application. The Payment Activity File shall include Transaction-level information as well as detailed line-item information (multiple items paid in one Transaction) with a date and time stamp for each Transaction.
- 2.5.2 **Payment Activity File Format:** The Payment Activity File format shall allow for a minimum of six (6) user-defined fields at the Transaction level, and six (6) user-defined fields at the Transaction's detailed line-item level. The Payment Activity File will include header and trailer information that includes the unique file name and total Transactions and dollar amounts. Contractor's eCommerce Solution shall provide each Payer with a confirmation number (a unique number provided by Contractor's eCommerce Solution to said Payer to indicate that the Transaction was approved or completed). Refer to Attachment A.5 (Sample Application Specifications).
- 2.5.3 **Payment Channel Identification:** Identify the Payment Channel for each Transaction in the Payment Activity Files.
- 2.5.4 **Refund Transactions in Payment Activity File:** The Payment Activity File shall reflect successful Refund Transactions, including the necessary identifying information that will tie the Refund back to the original payment Transaction, as well as any fees returned for full Refund Transactions, along with associated fee confirmation numbers. The Transaction dollar amount in the Refund Transaction shall be reported as a negative number and reflected appropriately in the file's trailer record total amount. Individual Transactions shall

be distinguishable from other negative amount Transactions, such as Returns, and allow the County to identify the individual Transactions which comprise the aggregate credit(s) to the designated County bank account.

2.5.5 eCheck Returns in Payment Activity File: Contractor's eCommerce Solution shall have eCheck Return Transactions in the Payment Activity File, including the necessary identifying information that will tie the Return back to the original payment, plus the appropriate NACHA Return Code. The Transaction dollar amount in the Return Transaction should be reported as a negative number and reflected appropriately in the Payment Activity File's trailer record total amount. Contractor's eCommerce Solution shall have the option to County Departments to include these Returns in the same Payment Activity File as the payments, or provide a separate Payment Activity File for Returns only. Individual Transactions shall be distinguishable from other negative amount Transactions, such as Refunds, and shall allow the County to identify the individual Transactions which comprise the aggregate credit(s) to the designated County bank account.

2.5.6 eCheck Refund Returns in Payment Activity File: Contractor's eCommerce Solution shall have eCheck Refund Return Transactions in the Payment Activity File, including the necessary identifying information that will tie the Refund Return back to the original Refund Transaction, plus the appropriate NACHA Return Code. The Transaction dollar amount of the Refund Return Transaction shall be reported as a positive number and reflected appropriately in the file's trailer record total amount. Contractor's eCommerce Solution shall have the option to County Departments to include these Refund Returns in the same activity file as the payments, or providing a separate file for each for a given batch. Contractor's eCommerce Solution shall have the unsuccessful Refund Return Transaction in the separate Refund response file.

2.5.7 Chargeback Transaction in Payment Activity File: Contractor shall provide credit Card Chargeback Transactions in the Payment Activity File, including the necessary identifying information that will tie the Chargeback Transaction back to the original Transaction.

2.6 BANKING

2.6.1 Authorized Cardholder/Customer Procedures: Contractor's eCommerce Solution shall utilize procedures to determine that each Payer is the authorized Cardholder or account owner; said procedures shall meet or exceed industry standards, including,

without limitation, those standards promulgated by the applicable Card Issuers, Associations, and/or NACHA.

- 2.6.2 **Choose Different Card:** Contractor's eCommerce Solution shall allow the Payer to try a different Card or Payment Type if a Transaction is rejected.
- 2.6.3 **Review Charges Before Submission:** Contractor's eCommerce Solution shall allow Payer to review all charges and itemized fees before final submission.
- 2.6.4 **Allow Payer Termination:** Contractor's eCommerce Solution shall allow Payer to terminate the processing of information prior to completion of a successful Authorization, or receipt of an approval message.
- 2.6.5 **Visa Government and Higher Education Payment Program and MasterCard Convenience Fee Program for Government and Education:** Contractor shall register with Card Associations to accept Convenience/Service Fees for County tax Applications and non-tax Applications that meet the Association Rules.
- 2.6.6 **Visa/MasterCard Utility Program:** Contractor shall register applicable County Department Applications into this program.
- 2.6.7 **Convenience/Service Fee Types:** Contractor shall support a fixed fee, variable fee, or tiered method to compute a Convenience/Service Fee, in accordance with Exhibit B (Pricing Sheets). Such fee may be paid either by the County (Agency Absorbed Model) or a portion or the entire fee may be passed along to the Payer (Convenience/Service Fee Model), as long as fees comply with Banking Rules. Contractor shall ensure all offered Convenience/Service Fees comply with Banking Rules.
- 2.6.8 **Interchange Pass-Through Cost from Card Associations:** The cost shall only include the Interchange percentage fee and the interchange per item fee, dues and assessments, network or usage fee, other fees required by Card Associations, or fees mandated by Applicable Law. Contractor shall charge the cost of these fees as outlined in the most currently available Visa, MasterCard, or Discover (if applicable) Interchange Rate schedule with the minimum rate charged for all Visa, MasterCard, or Discover (if applicable) credit and debit payment Transactions being the lowest prevailing domestic Visa, MasterCard, or Discover (if applicable) credit and debit Interchange rate available for government Standard Industry Classification (SIC) codes or Merchant Category Codes

(MCC). Contractor shall provide County with a new/changed rate schedule sixty (60) calendar days prior to new rates taking effect.

2.6.9 Processing and Convenience/Service Fees:

1. Any Convenience/Service Fee being charged to a Payer for conducting a payment will be conspicuously and clearly stated at least twice during the session, prior to confirmation of payment, and the Payer must affirmatively consent to the fee before completing the payment Transaction. It must be clearly stated that these fees are not associated with the County.
2. Payer's approval (electronic or otherwise) of such fees must be obtained prior to initiating Authorizations.
3. Convenience/Service Fees shall not be changed except in accordance with Paragraph 5.1.4 of the Contract and Exhibit B (Pricing Sheets). County may request a decrease of the Convenience/Service Fee if related IPT from Card Associations being charged to Contractor decreases, as well as in accordance with Paragraph 5.1.4 of the Contract and Exhibit B (Pricing Sheets).
4. Contractor shall provide the capability of acting as the Merchant for the Convenience/Service Fee due to the requirement to segregate and separately itemize tax funds from Convenience/Service Fee funds on the Cardholder's statement.

2.6.10 Convenience/Service Fee Reimbursement: For all eCommerce Applications where a Convenience/Service Fee is charged to the Cardholder, if the original charge is returned by the County Department for the full amount of the original payment, Contractor's eCommerce Solution shall create a separate Return for the Convenience/Service Fee. In the event a charge is returned in less than the full amount of the Transaction payment, the Contractor is not required to Return the Convenience/Service Fee. If the service fee is returned or charged back for any reason, the Contractor shall also inform the County and provide the County with an option to return the principal payment amount.

2.6.11 Debit Network Pass-Through (DNPT): Contractor shall charge the County the DNPT fees as outlined in the most currently available Debit Card Network Rates schedules to ensure that the County is obtaining the optimal price for debit Transactions.

2.6.12 Confirmation Number: Contractor's eCommerce Solution shall provide each Payer with a unique confirmation number to indicate that the Transaction was approved or completed.

- 2.6.13 **Credit Card Settlement of Funds:** For Card Transactions (whether or not Settled directly by payment processor to County) Contractor's eCommerce Solution shall ensure accurate Settlements according to the following schedule:
1. Discover, MasterCard, and Visa within two (2) Banking Days of Transaction date.
 2. All other Cards within three (3) Banking Days of Transaction date.
- 2.6.14 **eCheck Settlement of Funds:** For eCheck Transactions (whether or not Settled directly by payment processor to County), Contractor's eCommerce Solution shall accurately Settle:
1. With respect to all eCommerce Applications collecting property taxes or other taxes by County, within one (1) Banking Day of Transaction date.
 2. With respect to all other Applications, within two (2) Banking Days of Transaction date.
 3. Contractor's eCommerce Solution shall provide County the capability for real-time validation of the Payers checking account number and routing number without additional charges.
- 2.6.15 **Settlement Options:** At any time during the term of the Contract, County may elect, in its sole option, to switch Settlement option from Contractor's eCommerce Solution to payment processor, or from payment processor to Contractor's eCommerce Solution. Should County elect to make said switch, County may do so with County's approval and a four (4) week notice to Contractor. Contractor shall execute the switch within this four (4) week period.
- 2.6.16 **Settlement Accounts:** Contactor shall ensure Transactions are accurately Settled directly to the applicable designated County bank account(s).
- 2.6.17 **Originating Depository Financial Institution Information:** Contractor shall provide County with its Originating Depository Financial Institution (ODFI) name(s), Transit Routing Number(s), and Company Identification Number(s). County will use this information to verify ACH credits and debits originated to County's bank account(s). Any changes to the ODFI information must be provided to County at least thirty (30) days prior to the change to avoid unintended Return by County's designated banks of ACH

credits and debits originated by Contractor's eCommerce Solution or payment processor.

- 2.6.18 **Number of Settlement Accounts:** Contractor's eCommerce Solution shall permit County to designate multiple depository bank accounts for Settlement under all Work Orders.
- 2.6.19 **Settlement by Transaction Types:** Contractor's eCommerce Solution shall have the capability to create separate daily funds Settlement for collections, Refunds, and Returns/Chargebacks, as well as the capability to create an aggregate daily funds Settlement for all Transaction types. Contractor's eCommerce Solution shall provide a unique descriptor code for each Transaction type.
- 2.6.20 **NACHA Requirements for ACH Transactions:** Contractor shall comply with ACH Rules when processing eCheck Transactions.
- 2.6.21 **Rule/Guideline Compliance:** Contractor and all eCommerce Applications shall comply with the Banking Rules and Data Security Guidelines during the performance of all work under this Contract. Contractor shall inform County within two (2) Banking Days of any new rule and/or rule change to ensure County's continued compliance with any Banking Rules and/or Data Security Guidelines changes.
- 2.6.22 **Updates to Rules and Guidelines:** Upon Contractor's notification of any changes, Contractor shall furnish County Departments with written updates and explanations of industry-related rules or regulatory changes, including changes to the Banking Rules and/or Data Security Guidelines, with which County Departments must comply, or as otherwise required by the Banking Rules or Data Security Guidelines. Such updates and explanations shall additionally include a description of obligations with which specific County Departments must comply.
- 2.6.23 **Notification of Violations:** Within two (2) Banking Days of Contractor's receipt of violation, Contractor shall notify County of any County violation of any Banking Rules and/or Data Security Guidelines immediately upon a responsible officer of Contractor becoming aware thereof (or should have become aware thereof upon due inquiry).
- 2.6.24 **Original Payment Amounts:** Contractor's eCommerce Solution shall ensure that any Refund(s), ACH Return(s), and/or Chargeback(s) do not exceed the original Transaction amount, including foreign currency exchanges. Contractor shall absorb any

differences between the original payment amount and the Chargeback amount for foreign currency Transactions.

- 2.6.25 **Adjustment and Retrieval Processing Timeframes:** Contractor's eCommerce Solution shall process full and/or partial Refunds/Card credits, retrieval requests, ACH Returns, Chargebacks, and Refunds within the times required by the applicable Banking Rules. Upon County's request, Contractor shall work with individual County Departments to decrease a high Return or Chargeback rate.
- 2.6.26 **eCheck Returns Debit:** Contractor's eCommerce Solution shall have the ability to create one aggregate debit or to create individual debits to the designated County bank account for eCheck Returns. Contractor also shall ensure sufficient information is included in the Payment Activity File to allow County to identify the individual Transactions which comprise the aggregate debit.
- 2.6.27 **Refund Requirements:** Contractor's eCommerce Solution shall: (a) provide unique Transaction Trace Number, which will allow County to tie the Refund back to the original Transaction; (b) accommodate the Refund method(s) elected by County; (c) be able to electronically process a Refund to a Payer's account; (d) be able to handle full and partial Refunds; and (e) Refund using the same form of payment as transacted.
- 2.6.28 **Online Refunds:** Contractor's eCommerce Solution shall provide the County the ability to initiate/submit Refunds online, by Department and Application:
1. Provide an administrator role capable of assigning Refund submitters to initiate the Refunds in the online tool.
 2. Display all refund Transaction types in the Contractor's online reporting tool and identify as Refunds.
 3. Refund Convenience/Service Fee when a Transaction is fully Refunded.
 4. Ensure Refund/Refunds, and/or Chargebacks, and/or Returns, do not exceed the original Transaction amount.
- 2.6.29 **Refund Returns:** Contractor's eCommerce Solution shall have the ability to create one aggregate credit or to create individual credits to the designated County bank account for Refund Returns.
- 2.6.30 **Chargebacks and Adjustments:** Contractor's eCommerce Solution shall have the ability to create credit card Chargebacks and

other debit adjustments to Settle separately or to be netted from the daily funds Settlement, at the County's option.

- 2.6.31 **Chargebacks/Returns Resolutions:** Contractor shall resolve (a) each Chargeback within Card Association and/or other Card Issuer prescribed guidelines and timelines and (b) each ACH Return within the guidelines and timelines prescribed by the ACH Rules. Contractor shall work closely with County to resolve all Chargebacks and/or Return disputes and will send Chargeback notification emails to customers and the County department/agency.

2.7 SECURITY AND PRIVACY COMPLIANCE

- 2.7.1 **Data Backup:** Contractor and/or Contractor's eCommerce Solution shall backup County data based on an identified regular schedule (excluding credit/debit card and bank account numbers). If a County Department's requirement differs, then a mutually agreed upon interval to maintain system recoverability shall be established in writing between Contractor and the County Department.
- 2.7.2 **eCommerce Application:** For each front-end eCommerce Application provided by Contractor, Contractor shall, at its own expense, conduct an Application security risk assessment following the guidelines set forth in the PCI Payment Application Data Security Standard as in effect from time to time (PCI PA-DSS). After completing the Application security risk assessment, Contractor shall prepare a written report detailing the findings of the assessment using the format detailed in the PCI PA-DSS. Additionally, Contractor shall include within the report written code(s) used in developing the Application, methods used within the security assessment to identify vulnerabilities and remediation. Contractor shall deliver this assessment report to the County fifteen (15) days or sooner after the customer's acceptance testing, certifying that each eCommerce Application is PCI compliant prior to Application release.
- 2.7.3 **Changes to eCommerce Application:** When modifications are made to an eCommerce Application, Contractor shall, at its own expense, conduct an Application security risk assessment following the guidelines set forth in the PCI PA-DSS. Contractor shall prepare a written report detailing the findings of this assessment in accordance with Section 2.7.2 (eCommerce Application) within seven (7) calendar days of customer acceptance.
- 2.7.4 **Payment Card Industry (PCI) Certification:** Contractor must maintain current PCI certification for the duration of the awarded

Contract. Additionally, Contractor must maintain current certification by any other Card Issuers or Associations with which Contractor must comply in order to perform the tasks or deliver goods and Services under the awarded Contract. If Contractor has been decertified, Contractor shall prepare and deliver to County a corrective action plan on how Contractor will remediate issues and reinstate certification. This plan of action shall be provided to the County within seventy-two (72) hours of Contractor's notification of decertification from the Card Issuers or Associations. PCI certification requires compliance with the following security standards found at www.pcisecuritystandards.org:

- PCI Data Security Standard (PCI-DSS), a multifaceted payment card security standard for accepting payment cards, and to store, process, and/or transmit cardholder data. PCI-DSS includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures.
- Payment Application Data Security Standard (PA-DSS) and Security Assessment Procedures, which ensures that the eCommerce Solution and eCommerce Applications are PCI-DSS compliant.
- PIN Transaction Security (PTS), comprised of a single set of requirements for all personal identification number (PIN) terminals, including POS devices, encrypting PIN pads and unattended payment terminals.

2.7.5 **File Transfer Protocols:** Contractor or Contractor's eCommerce Solution must have the ability to exchange electronic file transfer capabilities with the County using Secure Shell (SSH) File Transfer Protocol (SFTP) to securely access and transfer files over a secure tunnel.

2.7.6 **File Transfer Methodology:** Contractor or Contractor's eCommerce Solution must use Pretty Good Privacy (PGP) data encryption software for the secure electronic file transfers.

2.7.7 **Data Encryption Standard:** Contractor or Contractor's eCommerce Solution must encrypt stored data using triple data encryption standard (3DES) or higher with a minimum cipher strength of a 256-bit key.

2.7.8 **Computer Security Breach Notification:** Promptly notify County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any

Incidents involving County Data, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email (CISO-CPO_Notify@lacounty.gov) and telephone (213-974-2164).

- 2.7.9 **Computer Security Breach Reports:** Contractor must provide a written report and assessment regarding all actions taken concerning each identified Security Incident, including any breach, attack, or introduction of any disabling device and/or source codes, the current status and any potential impact(s) of the Security Incident to the County. Each Security Incident shall be categorized as either minor or major according to its criticality of. For a minor Security Incident, which causes limited loss of confidentiality, integrity, protection and/or availability of the eCommerce Solution or one or more eCommerce Applications, this report and assessment shall be provided within twenty-four (24) hours following the identification of the minor Security Incident. For a major Security Incident, which causes significant and catastrophic loss of confidentiality, integrity, protection, and/or availability of the eCommerce Solution or eCommerce Applications, this report and assessment shall be provided within eight (8) hours following the identification of the major Security Incident. Refer to Attachment A.6 (Sample Security Incident Report) for a sample.
- 2.7.10 **Transport Layer Security (TLS) Protocol:** Contractor or Contractor's eCommerce Solution must use TLS protocol to secure communications and maintain current TLS digital certificates issued by a commercial certificate authority (CA) such as Verisign or other commercial CA for all Contractor-hosted eCommerce Applications accessible over the Internet. The TLS certificates must use the latest version; and should the TLS certificate expire, Contractor shall disable access to its secure websites until current certificates have been obtained and installed.
- 2.7.11 **Browser Support Notification:** Contractor's eCommerce Solution shall use Hyper Text Transfer Protocol Secure (HTTPS) for all its websites and inform users when the user's browser does not support TLS 256-bit encryption. The County reserves the right to request Contractor to modify this feature on a per Application basis. Modification requests regarding this feature will be made in writing from the County to the Contractor.
- 2.7.12 **Archived Data Storage:** Contractor or Contractor's eCommerce Solution must store County archived data in a storage media separate from its other customers.

- 2.7.13 **Transaction Processing Security:** Contractor's eCommerce Solution shall offer the option for additional security (i.e., Velocity Checks; User Identity Verification, Card Verification Value (CVV), Card Validation Code (CVC2), Card Identification (CID), Card Code Verification System and Address Verification System (AVS), to protect customer Transactions (Card and eCheck).
- 2.7.14 **Automated Challenge Response:** Contractor's eCommerce Solution shall offer the option for the County to use a challenge-response test within its eCommerce Applications in order to determine whether the Application is interacting with a human or with another computer. An example of a challenge response test would be the Completely Automated Public Turing test to tell Computers and Humans Apart (CAPTCHA). Contractor's eCommerce Solution shall have reCAPTCHA service that can be used to ensure that the Payer's response is not automatically generated by a computer or a bot, thus providing added protection for customers from spam and abuse.
- 2.7.15 **Network Security Registration:** Contractor shall collaborate with County's Network Security staff and complete a formal eCommerce Registration form to ensure all electronically transmitted files are scheduled for transfer from/to Contractor's eCommerce Solution's computing environment to/from County at an agreed upon time schedule. Contractor shall complete County's ISD Secure File Transfer (SFT) Registration Form (Attachment A.7) prior to the Application being released by the Contractor to County for the purpose of customer acceptance testing.

2.8 REPORTING

2.8.1 General Reporting:

1. Contractor's eCommerce Solution shall have a single online reporting system that has the ability to retrieve all Transaction information on demand and on a real-time basis daily, monthly, annually, and for variable date range reports. Provide capability to export report results to Portable Document Form (PDF), Hypertext Markup Language (HTML), Excel, Comma-Separated Values (CSV), Text, etc. formats.
2. Online reporting system shall display all Transaction activity such as Successful, Unsuccessful, Refunds, Returns, Chargebacks, and Voids, and/or by specialty codes such as AVS failed, Duplicate Payment, CVV Failed, Non-Sufficient Funds, etc.

3. Reports shall have the capability to be sorted by any report field defined by the County.
4. Contractor's eCommerce Solution shall have the capability to allow users to develop customized ad-hoc reports with combined user parts (data fields) and line item user parts to meet County business needs.
5. Contractor and Contractor's eCommerce Solution shall not display customers full card numbers, eCheck accounts and routing numbers, and County's bank information on any report.
6. Contractor or Contractor's eCommerce Solution shall provide County with a breakdown of the daily deposit Settlement to identify individual Merchant activity by eCommerce Application, Payment Type, Payment Channel, Card Type, Transaction Type, or Association/Card Issuer.
7. Identify the Payment Channel (Web, IVR, POS) for each Transaction in the reporting module.
8. Contractor's eCommerce Solution shall have ability for County users to save predefined report parameters on Contractor's database for future use.

2.8.2 Data Retrieval:

1. Contractor's eCommerce Solution shall have the ability to restrict the display of data by County Department, County Department Applications, Payment Channel, and location.
2. Contractor's eCommerce Solution shall have a separate line item to capture Convenience/Service Fee information.
3. Contractor's eCommerce Solution shall have flexible and advance search capability to retrieve specific Transactions, such as, but not limited to, AVS Failed, CVV Failed, Duplicate Payment, Non-Sufficient Funds, etc.

2.8.3 Reports and Data Exports: Contractor's eCommerce Solution shall have the ability to download/export and save all reports and data into various formats, such as, but not limited to, Excel, Extensible Markup Language (XML), CSV, Tagged Image File Format (TIFF), PDF, WEB format, and Text format.

2.8.4 Administrative Function: Contractor's eCommerce Solution shall give County the ability to create and update online reporting system

end-user account information and permissions for access to the online reporting system.

- 2.8.5 **Suppress Display of Sensitive Data:** Contractor's eCommerce Solution shall truncate or mask Card numbers, Payer checking and savings account numbers and other account numbers, and Merchant account numbers appearing on all reports provided by Contractor's eCommerce Solution and County reports accessible through Contractor's eCommerce Solution's online reporting system. Contractor's eCommerce Solution shall not display any other sensitive banking information.
- 2.8.6 **Report Labels:** Contractor's eCommerce Solution's online reports shall have the capability for County users to modify column headings.
- 2.8.7 **Data Retention:** Contractor's eCommerce Solution shall make the data available for County reporting purposes for a period of three (3) years before archiving.
- 2.8.8 **Reporting of Fees:** When fees are processed separately from principal payments, Transaction reports shall display the principal payments and fees in separate categories.
- 2.8.9 **Backup Reporting:** Contractor shall provide a hard-copy, paper-based PDF report (equivalent to the report obtainable through the reporting tool) on request within twenty-four (24) hours in the event that the online reporting system is not available.
- 2.8.10 **Ad-Hoc Reports:** Contractor's eCommerce Solution shall have ad-hoc reporting capability for the purpose of creating custom reports per County Department's specific criteria and business needs.
- 2.8.11 **Scheduled Reports with email Delivery:** Contractor shall provide and deliver, via email, scheduled reports in accordance with County Department's business requirements. Emailed reports shall not display Payer's personal information unless encrypted. County users shall have the ability to "subscribe" to reports, based on some set of parameters and security rights, at pre-defined intervals.
- 2.8.12 **Archived Data Storage:** Contractor or Contractor's eCommerce Solution shall store archived data for a maximum of seven (7) years, based upon each individual County Department's document retention requirements. At the end of such time, Contractor, at County's sole discretion and as permissible by Card Banking Rules, Data Security Guidelines, and with applicable law, shall return to County or destroy said data.

2.8.13 Data Availability: Contractor's eCommerce Solution shall make online and archived data available to County within fourteen (14) calendar days of County request for such data on mutually agreed upon media. For sensitive or personal data, Contractor's eCommerce Solution shall use secure methods such as encryption or secure file transfer.

2.8.14 Archived Data Transportation: If archived data is to be stored in a different facility than active data, and must be physically moved to the archive location, Contractor's eCommerce Solution shall use a licensed, bonded and insured carrier service that specializes in computer/electronic data transport to transport all County data from online to archive.

2.9 CUSTOMER SERVICE

The County priority levels, described in Attachment A.8 (Customer Service Priority Levels), are reflective of the impact of deficiencies on County's business operations. As used in the Contract, a deficiency condition exists where any system component becomes unavailable to authorized users (including County users and Payers) during the hours of system availability as set forth in Section 2.10 (System Maintenance and Uptime), compromises County staff health and safety, jeopardizes County's compliance with regulatory, accreditation or licensing requirements, affect the security or integrity of County's data, degrades the systems response time below County's performance requirements as set forth in this SOW, any Executed Work Order and/or otherwise in the Contract, or otherwise fails to operate in accordance with County's functional, technical and/or business requirements as set forth in this SOW, any Executed Work Order and/or otherwise in the Contract. Contractor shall use the priority levels to assign and record all deficiencies.

Contractor shall collaborate and maintain open communication with County's Customer Assistance Center for all reported issues. Contractor's Customer Service staff shall meet with County's Customer Assistance Center staff within forty-five (45) calendar days of Contract execution for a general orientation of County's customer support methodology and practices in order for Contractor to synchronize its customer support methodology with County practices.

2.9.1 Technical Support: Contractor shall provide USA-based 24/7, 365/366, live technical support to authorized County staff and third-party vendors when directed by County to resolve issues and remedy deficiencies. Contractor shall provide to County Departments a toll-free telephone number and email address to contact Contractor's Technical Support.

- 2.9.2 **Business Support:** Contractor shall provide USA based customer service and business support to County Departments' staff with respect to all eCommerce Applications, Services and other works through a toll-free telephone number and email address between the hours of 7am – 5pm Monday through Friday Pacific Time excluding recognized federal banking holidays.
- 2.9.3 **Telephone Hold Time:** Contractor shall provide telephone support with an average hold time for technical and business support calls not to exceed three (3) minutes (monthly average). Contractor shall produce and deliver a monthly report that captures actual average hold time.
- 2.9.4 **Email Response Time:** Contractor shall provide email support to County staff with an average response time to technical and business support emails not to exceed one (1) hour between the hours of 7am – 5pm Pacific Time, Monday through Friday. Response emails to County staff shall not be automatically generated responses.
- 2.9.5 **Problem Resolution:** Contractor shall resolve problems per the resolution timelines defined in Attachment A.8 (Customer Service Priority Levels) or, with County approval, provide a resolution plan with an estimated resolution date no later than twenty-four (24) hours after problem notification. Resolution timelines are measured from the earlier of (a) County's report of the problem and (b) Contractor's other discovery of the problem.
- 2.9.6 **Electronic File Transmission File Notifications:** For each eCommerce Application, Contractor shall provide an email notification of successful or unsuccessful file transfers to a pre-designated email distribution group. The email notification shall be automatically scripted and delivered as part of the electronic file transfer software process.
- 2.9.7 **Production Incident Reports:** Contractor shall provide a Production Incident Report upon successful resolution of the reported incident within three (3) calendar days of resolution, including incidents involving the Contractor's Subcontractor. The Production Incident Report shall include, at a minimum, the date, time and person who reported the incident, description, County impact, cause, solution, steps taken to implement solution, and future prevention measures. Refer to Attachment A.9 (Sample Production Incident Report) for a sample Production Incident Report.

2.9.8 **Help Desk Manual:** Contractor's eCommerce Solution shall provide the County online access to a Help Desk Manual which documents troubleshooting techniques, problem resolution, escalation procedures, and County and Contractor's roles and responsibilities. The Contractor shall revise and update the Help Desk Manual for the duration of the Contract.

2.10 SYSTEM MAINTENANCE AND UPTIME

- 2.10.1 **Production System Uptime:** Contractor shall ensure production system is available 24/7, 365/366, and shall maintain production system availability to accept and process all payment Transactions at minimum of 99.9% of the time except for agreed upon scheduled maintenance and software Revisions/Versions under this Section 2.10 (System Maintenance and Uptime).
- 2.10.2 **Online Reporting and Refund Processing System Uptime:** Contractor's eCommerce Solution shall maintain production online reporting system uptime of 99.9% between the hours of 6am – 6pm Monday through Friday Pacific Time.
- 2.10.3 **Test System Uptime:** Contractor's eCommerce Solution shall maintain: 1) test system and 2) test SFTP infrastructure (to transmit/receive test files) uptime of 99.9% between the hours of 6am – 6pm Monday through Friday Pacific Time.
- 2.10.4 **Secured File Transfer Protocol Uptime:** Contractor's eCommerce Solution shall maintain production Secured File Transfer Protocol (SFTP) system uptime of 99.9% (24/7, 365/366). Maintenance shall be performed outside of the County's file transmission schedule(s).
- 2.10.5 **Unscheduled Outage Notification:** Without limiting Contractor's obligations to remedy problems within the resolution timelines required by this SOW, Contractor shall provide notification to County-designated staff regarding unscheduled system outages, catastrophic disasters, component failure, or data losses no later than one (1) hour after an incident is discovered. Additionally, without limiting Contractor's obligations to remedy problems within the resolution timelines required by this SOW, Contractor shall deliver a disaster recovery assessment report specific to the unscheduled outage incident within twenty-four (24) hours after incident is discovered.
- 2.10.6 **System Redundancy:** Contractor shall maintain no less than two (2) fully redundant live and load-balanced sites in at least two (2) different physical locations.

- 2.10.7 **Scheduled Maintenance Notification:** Contractor shall provide written notification to County of scheduled maintenance and software upgrades/releases that impact any eCommerce Application no less than seven (7) calendar days prior to commencement thereof.
- 2.10.8 **Out of Service Notification:** Contractor's eCommerce Solution shall display an outage message/notification to the Payer, as follows:
1. If there is lead time, notification of the future outage.
 2. During the actual outage, display the outage message.
- 2.10.9 **System Maintenance Hours:** Contractor's eCommerce Solution shall perform system maintenance activities between the hours of midnight and 5am Pacific Time.
- 2.10.10 **Preventive Maintenance:** Contractor's eCommerce Solution shall perform periodic preventive maintenance and provide written notification to County prior to scheduling.
- 2.10.11 **Software Revisions/Versions:** Contractor shall:
1. Conduct thorough internal quality assurance testing of any Revisions/Versions prior to delivery to the County.
 2. Provide certification of successful internal quality assurance test results to County twenty-one (21) calendar days prior to implementation.
 3. County reserves the right and shall be offered the opportunity to conduct its own testing in the Contractor's customer acceptance environment prior to Contractor's implementation.
 4. Obtain the County's formal approval to implement at least seven (7) calendar days prior to implementation.
 5. Software Revision/Version documentation shall be delivered to County fourteen (14) calendar days prior to implementation.
 6. Contractor shall not create a negative operational impact on any existing Application when installing a software Revision/Version.

7. Any and all software Revision/Version deployment time-frames shall be mutually agreed upon between Contractor and County.

8. For new software Revisions/Version, conduct a thirty (30) calendar day post-implementation review and provide status to the County.

2.10.12 **Freeze Periods:** Contractor's eCommerce Solution shall observe County annual freeze schedules, where maintenance and software Revisions/Versions shall not be performed. For example, with respect to the County's property tax program, Contractor's eCommerce Solution shall not schedule or perform any maintenance or software Revisions/Versions on the dates of the December and April tax deadlines and the immediately preceding twenty-one (21) calendar days.

2.10.13 **Business Continuity and Disaster Recovery:** Contractor shall perform business continuity and disaster recovery services in accordance with the Business Continuity and Disaster Recovery Plan approved by County under Section 3.1.4 (Business Continuity and Disaster Recovery Plan) including:

1. Contractor shall operate the eCommerce Solution and eCommerce Applications to comply with the County's Recovery Time Objective of twelve (12) hours in the event of a disaster or disruption in service.

2. Contractor shall operate the eCommerce Solution and eCommerce Applications to comply with the County's Recovery Point Objective of two (2) hours in the event of a disaster or disruption in service.

2.10.14 **Provision of Revisions/Versions:** Contractor's provision and installation of Revisions/Versions shall be included as a part of system maintenance at no additional cost to County.

3.0 TASKS AND DELIVERABLES

The tasks in this Statement of Work are organized as follows:

- **Project Management and Planning** – comprised of tasks and deliverables for planning and managing the work to be performed in this SOW.
- **Contractor's Incoming Transition** – comprised of tasks and deliverables required to transition from the County's current eCommerce solution to the Contractor's eCommerce Solution.

- **Ongoing Maintenance and Future Growth** – comprised of tasks and deliverables to manage and operate the Contractor's eCommerce Applications and address the County's interest in expanding payment options to include PayPal, Square, and e-Wallets.
- **On-boarding of New eCommerce Applications** – comprised of tasks and deliverables to bring onboard new eCommerce Applications.
- **Contractor's Outgoing Transition** – comprised of tasks and deliverables to transition from Contractor's eCommerce Solution at the end of the Contract Term.

Each deliverable described in this Section 3.0 (Task and Deliverables) shall be deemed accepted upon County's formal approval of the Task/Deliverable Acceptance Form, unless stated otherwise. Refer to Attachment A.10 (Sample Task/Deliverable Acceptance Form).

3.1 PROJECT MANAGEMENT AND PLANNING

3.1.1 TASK 1 – Overall Project Management

Throughout the term of the Contract, Contractor's Project Director, under the direction of County's Project Director or designee, shall provide full project management oversight and control of all Project activities and deliverables throughout the Project lifecycle, including, but not limited to:

1. Oversee project management methodology and ensure that such methodology is adhered to.
2. Plan and direct all Contractor's project management efforts.
3. Ensure Contractor's compliance with, Banking Rules, Data Security Guidelines, and County's business and technical requirements.
4. Coordinate with County's Project Director, or designee, to ensure that all tasks, subtasks, deliverables, goods, Services and other work are performed and issues are resolved in a timely manner and within the Project schedule time constraints.
5. Ensure adequate resources are assigned to County's Projects.
6. Prepare and deliver bi-weekly overall Project status reports (not meeting minutes) to County's Project Director or

designee. Unless otherwise directed by County's Project Director or designee, overall Project status reports shall include the following information, but is not limited to:

- a. County's Project Identifier (i.e., Work Order number or Project number)
- b. Project name
- c. Project Department
- d. Project type (i.e., transition, new Application, Change Request)
- e. Project priority
- f. Application type (i.e., Web, IVR, POS)
- g. Current milestones and status (i.e., pending, in progress, in testing)
- h. Project Issues, recommended resolutions/options, and estimated completion date
- i. Project milestone estimated completion dates
- j. Contractor Project Manager name
- k. County Department Project Manager name

DELIVERABLE 1: Bi-weekly status reports prepared and in accordance with Section 3.1.1.

3.1.2 TASK 2 – Develop Project Control Document

1. Contractor shall develop a Project Control Document (PCD) that describes the processes and procedures to govern, manage and administer the work to be completed in this SOW, to include Project governance, Work Order management, Project planning and status reporting, issue resolution and change management.
2. Contractor shall provide County's Project Director or his/her designee with a PCD within thirty (30) calendar days from Contract execution. This document shall be updated and maintained throughout the life of the Contract.

DELIVERABLE 2:

A Project Control Document comprised of the following:

1. **Project Scope** – describes the scope of services, to include overall Project management, the transition of existing

eCommerce Applications, management and administration of electronic payment processing, and on-boarding of new eCommerce Applications.

2. **Project Approach** – describes the Contractor's electronic payment solutions, the approach and methodology for eCommerce Application development and implementation, as well as associated milestones for transitioning existing eCommerce Applications, ongoing electronic payment processing, and on-boarding of new eCommerce Applications.
3. **Project Governance** – describes the Project organization, roles and responsibilities. This should include County's Project team and key personnel, and any additional relevant organizational relationships, as well as a description of the primary roles and responsibilities.
4. **Project Management Processes** – describes the procedures for managing Project documentation, Project planning and status reporting, deliverable review and approval, issue escalation and resolution, risk management, Work Order management and change control management.

3.1.3 TASK 3– Application Project Management Plan

For each new Application to be on-boarded, a Work Order will be initiated by County (refer to Attachment A.11, Sample Work Order). Contractor shall deliver for County approval an Application Project Management Plan (APMP) prior to Contractor's start of development. The APMP shall address each Task and Subtask to be performed during the design, development, testing, implementation, operation and support of a County Department's eCommerce Application. Contractor shall formally present the APMP to County's Project Director or his/her designee and departmental project manager or designee for approval. Contractor shall use Microsoft Project 2016 or later version to develop all Project plans included in the APMP.

DELIVERABLE 3:

APMP delivered within seven (7) calendar days of completion of each Application's Joint Application Development (JAD) session. Updates to the APMP throughout the duration of the Project's life cycle shall be included in the Contractor's Project Director bi-weekly status reports except for the Detailed Work Plan, Milestone Chart and Risk Management sections, which shall be updated in

accordance with Section 3.2.4 (Transition Joint Application Development Session by County Department Application) and Section 3.3.3 (Joint Application Development Session)

The APMP shall include, without limitation, the following components:

1. **eCommerce Application Description** – a brief statement describing the basic eCommerce Application functionality and related components;
2. **Project Scope and Objectives** – a brief statement of the scope and objectives of the Project;
3. **Project Organization** – identification of key Project personnel to include, at a minimum, Contractor Project Manager, County Department Project Manager and their contact information;
4. **Risks and Assumptions** – A listing of all relevant risks and assumptions made in the development of the detailed work plan. All risks and assumptions upon which the estimates have been calculated must be clearly documented here, including the use of development software tools;
5. **Detailed Work Plan** – A detailed narrative description of Project tasks and subtasks, roles and responsibilities of Project team members by task, estimated personnel hours required to complete each task and subtask, the time-frame for completion and any dependencies on other tasks. Tasks and subtasks shall be organized by deliverables and include County's Project Director or his/her designee's review and Acceptance of any deliverable; Milestone Chart and GANTT chart shall be integrated into the Detailed Work Plan as follows;
6. **Milestone Chart** – List key Project milestones, the target completion date and actual completion date, with a section to provide comments regarding the progress of the milestones;
7. **GANTT Chart** – A chart showing the tasks, subtasks, milestones, critical path and dependencies organized by deliverables, as appropriate, and in accordance with the Detailed Work Plan;
8. **Analysis and Validation of Current Business Processes** – A description of the analysis, procedures and tools to be used

to validate the current business process and/or recommend improvements;

9. **Change Management Process** – A description of the change management process that will be used in order to mitigate any negative impact on County as a result of system design, development, implementation and ongoing enhancements, including a description of how 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, (iii) communicate changes to County's current business processes and prepare users for conducting business in a new environment, (iv) software development methodology, including coding, code review, testing, and bug fixes, (v) code migration and version control methodology, and (vi) updates to Application Specification Document to reflect the change;
10. **Testing Strategies** – A description of the different types of testing and test cases, including acceptance tests, that will be conducted against the software and hardware and the approach to be used, including roles and responsibilities of each team member; and
11. **Training Strategies** – A description of the training approach addressing technical training, end-user training and train-the-trainer training for County's technical staff, end-users and trainers respectively.

3.1.4 TASK 4 – Business Continuity and Disaster Recovery Plan

Contractor shall:

1. Develop a comprehensive Business Continuity and Disaster Recovery Plan. The plan shall include but is not limited to: Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) as described in Section 2.10.13 (Business Continuity and Disaster Recovery), notification and communications with County, readiness testing, disaster recovery methods and procedures, redundancy of systems and data, lead-time to restore the system based on the extent of disaster/loss, offsite backup and recovery procedures, and hot spots. The Business Continuity and Disaster Recovery Plan will be submitted to County's Project Director for approval within thirty (30) calendar days from Contract execution.

2. Maintain an updated Business Continuity and Disaster Recovery Plan for the duration of the Contract.

DELIVERABLE 4:

1. A Business Continuity and Disaster Recovery Plan.
2. Maintain an updated Business Continuity and Disaster Recovery Plan for the duration of the Contract.

3.2 CONTRACTOR'S INCOMING TRANSITION

If applicable, upon Contract award, Contractor shall meet with the County's Project Director or designee, who will provide an overview of the existing eCommerce production Applications, transition priorities, schedules and contact information for all applicable County Departments. Contractor shall develop a thorough understanding of the existing production Applications and associated third-party interfaces and construct its own fully integrated eCommerce Solution to ensure seamless continuity of County business and services provided to the public. Contractor shall absorb all costs associated with replacing the County's existing eCommerce Applications.

3.2.1 TASK 5 – Transition Planning

Contractor shall collaborate closely with the County to identify all technical, business and functional requirements, and Project schedules related to phasing out existing Applications and implementing the Contractor's replacement systems. Contractor shall review the incumbent Contractor's transition plan. Contractor shall develop a transition plan that includes all conversion efforts to transition existing production Applications to the Contractor's environment including integration with the County's front-end systems and/or third-party systems. In order to facilitate the completion of all Application transitions within the desired timeframes, Contractor shall accept and provide transition Applications' inbound and outbound files in the County's existing incumbent contractor's formats, as specified in Attachment A.5 (Sample Application Specifications). The Transition Plan's schedule shall take into consideration specific County Department's critical peak period. Contractor shall submit the Transition Plan within thirty (30) calendar days from Contract execution and must be approved by County's Project Director before starting the transition.

DELIVERABLE 5:

A Transition Plan comprised of the following:

1. Strategy for data conversion, exchange and synchronization, including data validation and mapping, data standardization, transformation and any required transitional interfaces between incumbent contractor and the Contractor, including a strategy for providing inbound and outbound files in the existing Incumbent Contractor's formats.
2. Production system cut-over strategy plan and schedule that takes into consideration County Department's peak busy season(s).
3. Data dictionary of field attributes to be converted.
4. Source-to-destination data mapping.
5. Contractor's recommended Application priority and/or order for system replacement.
6. Detailed Transition Project Management Plan (TPMP), prepared in accordance with Section 3.1.3 (Application Project Management Plan), to migrate each existing eCommerce Application to the Contractor's electronic payment processing solutions. In addition, it shall contain, at a minimum, a migration schedule using Microsoft (MS) Project updated to display the benchmarked and revised target completion dates.
7. Initial status report of all transition activities for County's executive management shall be provided approximately ninety (90) calendar days after Contract execution. Thereafter, the Contractor shall provide the County with a monthly status report that clearly identifies those existing Applications successfully replaced in Contractor's computing environment and a list of outstanding existing Applications that are still scheduled to be transitioned, including County's pre-approved transition dates. In addition, Contractor's Project Manager shall clearly identify any Project plan schedule slippages and issues.

3.2.2 TASK 6 – Transition Project Initiation

County will prepare a transition Work Order to migrate existing eCommerce Applications which includes Project Summaries and Merchant Information for all eCommerce Applications. The Work Order will be signed by the County's Project Director. Contractor shall thereafter prepare a transition JAD session schedule. Refer to Attachment A.11 (Sample Work Order).

DELIVERABLE 6:

In response to the County-issued transition Work Order, Contractor shall schedule a transition JAD session for each eCommerce Application, with the first session to start within five (5) business days of receipt of the Work Order.

3.2.3 TASK 7 – Transition Project Management

Contractor shall assign a full-time Project Manager for the transition period who shall be responsible for the overall management of the migration of all existing eCommerce Applications.

DELIVERABLES 7:

1. Assigned transition Project Manager.
2. Weekly Project status reporting with County's Project Manager.
3. Bi-weekly (i.e., every two (2) weeks) progress updates on both specific transition tasks, and assessments of the Incumbent Contractor's tasks to be included in the Contractor Project Director's bi-weekly status reports. The progress updates should include progress on the critical path, issues not resolved and risks.

3.2.4 TASK 8 – Transition Joint Application Development Session for County Department Applications

Contractor shall conduct a thorough analysis, provide expert guidance regarding Banking Rule/Data Security Guideline compliance, and validate and document the requirements of each County Department Application to be transitioned via JAD session(s).

DELIVERABLES 8:

1. Completed Application Specification Document that consists of detailed business and technical requirements, including any external interfaces needed to implement a Department's eCommerce Application, whether it is utilizing standard system functionality or customized functionality, as well as any API programming requirements within seven (7) calendar days after completion of the JAD sessions. The Application Specification Document shall include any external interfaces needed to implement a County Department's Application, utilizing the incumbent contractor file formats for Payment Activity File, Department Load File, batch Refund request file, and batch Refund results file as specified in Attachment A.5 (Sample

Application Specifications) as well as any API programming requirements. Application Specification Document details shall, at a minimum, include:

- a. Introduction
- b. Simple diagram of the workflow
- c. Merchant account, settlement codes, and descriptor codes setup information
- d. IVR Call Flow Diagrams and scripts/prompts that show all elements and transitions
- e. Form-Post format
- f. Mockup of the website and style sheet (header and footer) for all pages
- g. Account holder's information entry page
- h. Payment entry page (credit/debit card, eCheck, etc.)
- i. Payment type
- j. Data field validations
- k. Confirmation page
- l. Correction requirements
- m. Receipt page
- n. Print specifications
- o. "Go back to make another payment" requirement
- p. Business rules for all pages
- q. Email confirmation to Payers
- r. Duplicate prevention methodology
- s. Fee structure
- t. Interface file formats, where applicable, utilizing the incumbent contractor file formats for Payment Activity File, Department Load File, batch Refund request file and batch Refund results file.
- u. Account activity file format, cut-time, batching-time, activity file push-time, activity file name, activity file data dictionary
- v. Post-back file format
- w. Full description of error messages
- x. Third-party vendor interfaces
- y. POS equipment, as applicable, including type, make, model, functionality, EMV compliance, quantity at each operating site and identification of costs associated with leasing or purchasing.
- z. File transfer information and schedules, including all information necessary to complete the ISD Network

Security SFT Registration Form. Refer to Attachment A.7 (ISD Secure File Transfer (SFT) Registration Form).

2. Completed business/technical walk-through of the eCommerce Application Specification Document and updated TPMP prior to starting the development phase to ensure that the County and Contractor fully understand and agree to the Application Specification Document and the TPMP. Application Specification Documents shall be reviewed and approved in writing by the County prior to Contractor's development phase for each County Department Application.

3.2.5 TASK 9 – Transition Application Development by County Department Application

Upon County approval of the Application Specification Document, Contractor shall develop the Application, including internal quality assurance testing, delivery of test cases and test scenarios and migration of the Application to the customer acceptance testing environment. Contractor shall perform internal testing in Contractor's internal test environment that is separate from the customer acceptance test or production environments to ensure Application operates as detailed in the Application Specification Document.

For every existing Application using POS, Contractor shall provide all necessary equivalent or better POS equipment to transition existing Application into Contractor's environment at the pricing set forth in Exhibit B (Pricing Sheets). Contractor shall provide all equipment configuration parameters to the County and assist County in configuration set-up.

For every transition Application using IVR, Contractor shall develop the IVR scripts equivalent to County's using professional talent and establish the appropriate telephone number(s).

DELIVERABLE 9:

1. Completed and tested eCommerce Application in the customer acceptance test environment within six (6) calendar weeks or the agreed upon TPMP JAD Project schedule.
2. Specific test scenarios, cases and certified results used in Contractor's internal testing environment seven (7) calendar days prior to delivery of the Application to the County for customer acceptance testing. Contractor's test cases and test scenarios shall, minimally, contain before and after test results.

3. Where applicable, configured and delivered POS equipment including documentation.
4. Where applicable, recorded IVR scripts and activated telephone number(s).

3.2.6 TASK 10 – Transition File Transfer Setup and Testing by County Department Application

Contractor shall complete its portion of the ISD Secure File Transfer (SFT) Registration Form (Attachment A.7), coordinate with the County Departments and ISD's Network Security Section to setup and test the file transfer process for Contractor's test and production environments.

DELIVERABLES 10:

1. Completed ISD Secure File Transfer (SFT) Registration Form (Attachment A.7).
2. Successfully tested file transfers with mock files between Contractor, County Departments, and ISD using ISD-provided credentials for Contractor's test and production environments.

3.2.7 TASK 11 – Transition Merchant Account Setup Testing

Contractor shall initiate a test Transaction and assist County in validating the Merchant account setup.

DELIVERABLE 11:

Completed and tested the Merchant account setup.

3.2.8 TASK 12 – Transition Customer Acceptance Testing

For each eCommerce Application, Contractor shall provide test credentials and dedicated test environment for the County's Customer Acceptance testing that can demonstrate all Application functionality set forth in the Application Specification Document as if it were the production environment, such as, but not limited to, the ability to generate email notifications, print receipts, provide automated acknowledgements, etc. Contractor shall participate with the County and any involved third-party vendor(s), in customer acceptance testing in order to fully simulate the functionality of the Application as set forth in the Application Specification Document, including the Contractor's back-end payment processing, and/or API processing.

DELIVERABLE 12:

1. Test credentials for County's use during the customer acceptance testing phase, including test credit/debit card numbers, bank accounts, and all other pertinent credentials needed for testing purposes.
2. Dedicated test environment for County's customer acceptance testing.
3. Contractor's participation in successful completion of customer acceptance testing.
4. Correction of all deficiencies according to the approved Application Specification Document found during customer acceptance testing.
5. Deficiency free Application ready for production deployment.

3.2.9 TASK 13 – Transition Application Deployment

Upon County's formal approval, as evidenced by a Task/Deliverable Acceptance Form (refer to Attachment A.10) for each eCommerce Application, Contractor shall move the Application to production.

DELIVERABLE 13:

1. Online Reports and Refund Processing training: Conduct user and administrator training in Contractor's eCommerce Solution's online system prior to deployment.
2. Deploy Application within five (5) business days of County's formal approval.
3. Application Source Code – If the parties have agreed in the relevant Work Order regarding Customizations, Contractor shall provide, within seven (7) calendar days of County's request, a common portable media such as CD/DVD containing the Application's Source Code and Related Documentation to County's Project Director.
4. Final Updated Application Specification Document – Updated final current written Application Specification Document delivered within seven (7) calendar days of deployment, if applicable.

3.2.10 TASK 14 – Transition Post-Implementation Review

For each eCommerce Application, Contractor shall provide post-implementation review and support for a duration of thirty (30) calendar days. Project Manager shall conduct weekly or bi-weekly Application post-implementation review meetings as requested by County Departments. At the end of each Application's post-implementation review period and when all outstanding Application deficiencies are corrected and formally approved by the County Department, Contractor shall initiate and obtain County Department's formal approval of Project closure.

DELIVERABLE 14:

1. Tested remedies for all deficiencies within five (5) calendar days or as agreed upon, in writing, by County Department.
2. Completed thirty (30) calendar days post-production support period.

3.2.11 TASK 15 – Transition Phase Close-Out

Upon completion of all Transition projects, Contractor shall provide a Transition Project Close-Out report describing the final disposition of each production Application transitioned, including the executed transition Work Order and the updated transition plan schedule indicating all Application Transitions are 100% completed.

DELIVERABLE 15:

Completed Transition Project Close-Out report.

3.3 ON-BOARDING NEW eCOMMERCE APPLICATIONS AND ENHANCEMENTS

This section describes the steps necessary to implement new County Projects and enhancements to existing Applications.

3.3.1 TASK 16 – Project Initiation

1. County will prepare and issue a Work Order (WO) and/or a Standard Merchant Agreement (SMA) to request implementation of new eCommerce Applications including Project Summaries and Merchant Information. The WO and/or SMA will be signed by the Department Project Manager/Owner or designee. Refer to Attachment A.11 (Sample Work Order).

2. Contractor shall acknowledge receipt of the WO and/or SMA via email.
3. Contractor shall assign a Project Manager for the duration of the Project, including the thirty (30) days post-implementation review phase.

DELIVERABLE 16:

JAD session to start within seven (7) business days of receipt of the WO and/or SMA.

3.3.2 TASK 17 – Application Project Management

For each Application, Contractor shall assign a Project Manager who shall be responsible to ensure all Application specifications set forth in the Application Specification Document (refer to Attachment A.5, Sample Application Specifications) are adhered to, prior to and throughout the Project lifecycle.

Contractor's Application Project Manager shall be responsible for:

1. Serving as the single point of contact throughout the Project duration, including a thirty (30) calendar days post-implementation review period.
2. Ensuring compliance with the County's Banking Rules, Data Security Guidelines, and business and technical requirements.
3. Managing the change control process.
4. Maintaining Project schedule and providing Project status to be included in the Contractor's Project Director's bi-weekly status report. Unless otherwise directed by County's Project Director or designee, Project status shall include the following information:
 - a. Period Covered by the report.
 - b. Task(s) scheduled for completion which were completed.
 - c. Task(s) scheduled for completion which were not completed.
 - d. Task(s) not scheduled for completion which were completed.
 - e. Task(s) scheduled for completion next reporting period.

- f. Issue(s) resolved.
 - g. Issue(s) to be resolved with recommended solution.
 - h. Summary of Project status as of the reporting date.
- 5. Coordinating all aspects of each of the County's Projects, including but not limited to, planning, resource assignment and coordination, quality control, and scheduling of individual Project activities.
 - 6. Facilitating technical discussions and/or obtain technical resources as needed and/or requested by County Department Project Manager.
 - 7. Maintaining all project management deliverables as defined in the Contractor's APMP, as described in Section 3.1.3.

DELIVERABLE 17:

- 1. Assign a Project Manager at the execution of each Work Order.
- 2. Weekly Project status update meeting with County's Department Project Manager.
- 3. Project status updates to be included in Contractor Project Director's bi-weekly status report.

3.3.3 TASK 18 – Joint Application Development Session

Contractor shall conduct a thorough analysis, provide expert guidance regarding compliance with Banking Rule/Data Security Guidelines, and validate and document the requirements of County's new Application to be developed via JAD session(s).

Application Specification Document shall be reviewed and approved in writing by the County prior to Contractor's development phase.

DELIVERABLE 18:

- 1. Cost estimate for any Customization, if applicable.
- 2. APMP in accordance with Section 3.1.3.
- 3. Completed Application Specification Document consisting of detailed business and technical requirements, including any external interfaces needed to implement a Department's Application, whether it is utilizing standard system

functionality or customized functionality, as well as any API programming requirements within seven (7) calendar days after completion of the JAD sessions. Application Specification Document details shall, at a minimum, include:

- a. Introduction
- b. Simple diagram of the workflow
- c. Merchant account setup information
- d. IVR Call Flow Diagrams and scripts/prompts that show all elements and transitions
- e. Form-Post format
- f. Mockup of the website and style sheet (header and footer) for all pages
- g. Account holder's information entry page
- h. Payment entry page (credit/debit card, eCheck, etc.)
- i. Payment type
- j. Data field validations
- k. Confirmation page
- l. Correction and Cancel requirements
- m. Receipt page
- n. Print specifications
- o. "Go back to make another payment" requirements
- p. Business rules for all pages
- q. Email confirmation to Payers
- r. Duplicate prevention methodology
- s. Fee structure
- t. Account activity file format, cut-time, batching-time, activity file push-time, activity file name, activity file data dictionary
- u. Post-back file format
- v. Full description of error messages
- w. Third-party vendor interfaces
- x. POS equipment, as applicable, including type, make, model, functionality, quantity at each operating site and identification of costs associated with leasing or purchasing

- y. File transfer information and schedules, including all information necessary to complete the ISD Secure File Transfer (SFT) Registration Form (Attachment A.7)
4. Completed business/technical walk-through of the Application Specification Document and APMP prior to starting the development phase to ensure that the County and Contractor fully understand and agree to the Application Specification Document and the APMP.

3.3.4 TASK 19 – New Application Development

Upon County approval, as evidenced by the Executed Work Order, Contractor shall develop the eCommerce Application, including internal quality assurance testing, delivery of test cases and test scenarios and migration of the Application to the customer acceptance testing environment. Contractor shall perform internal testing in Contractor's internal test environment that is separate from the customer acceptance test or production environments to ensure Application operates as detailed in the Application Specification Document.

For every new Application using POS, Contractor shall provide all necessary POS equipment to implement the Application as described in Section 2.4 (Point of Sale (POS) Application) and in accordance with the pricing set forth in Exhibit B (Pricing Sheets). Contractor shall provide all equipment configuration parameters to the County and assist County in the configuration parameters set up.

For every new Application using IVR, Contractor shall develop the IVR scripts using professional talent and establish the appropriate telephone number(s).

DELIVERABLE 19:

1. Completed and tested eCommerce Application in the customer acceptance test environment within six (6) calendar weeks or the agreed upon APMP.
2. Specific test scenarios, cases and certified results used in Contractor's internal testing environment seven (7) calendar days prior to delivery of the Application to the County for customer acceptance testing. Contractor's test cases and test scenarios shall, at a minimum, contain before and after test results.

3. Where applicable, configured and delivered POS equipment including documentation.
4. Where applicable, recorded IVR scripts and activated telephone number(s).

3.3.5 TASK 20 – File Transfer Setup and Testing

Contractor shall complete its portion of the ISD Secure File Transfer (SFT) Registration Form (Attachment A.7), coordinate with the County Department and ISD's Network Security Section to setup and test the file transfer process for Contractor's test and production environments.

DELIVERABLE 20:

1. Completed ISD Secure File Transfer (SFT) Registration Form (Attachment A.7).
2. Successfully tested file transfers with mock files between Contractor and ISD using ISD-provided credentials for Contractor's test and production environments.

3.3.6 TASK 21 – Merchant Account Setup Testing

Contractor shall initiate a test Transaction and assist County to validate the Merchant account setup.

DELIVERABLE 21:

Completed and tested Merchant account setup.

3.3.7 TASK 22 – Customer Acceptance Testing

For each new eCommerce Application, Contractor shall provide test credentials and dedicated test environment for the County's Customer Acceptance testing that have the ability to demonstrate all Application functionality set forth in the Application Specification Document as if it were in the production environment, such as, but not limited to, the ability to generate email notifications, print receipts, provide automated acknowledgements, etc. Contractor shall participate with the County and any involved third-party vendor in customer acceptance testing in order to fully simulate the functionality of the Application as set forth in the Application Specification Document, including the Contractor's back-end payment processing and/or API processing.

DELIVERABLE 22:

1. Test credentials for County's use during the customer acceptance testing phase, including test credit/debit card numbers, bank accounts, and all other pertinent credentials needed for testing purposes.
2. Dedicated test environment for County's customer acceptance testing.
3. Contractor's participation in successful completion of customer acceptance testing.
4. Correction of all deficiencies according to the approved Application Specification Document found during customer acceptance testing.
5. Deficiency-free Application ready for production deployment.

3.3.8 TASK 23 – Application Deployment

Upon County's formal approval, as evidenced by a Task/Deliverable Acceptance Form (refer to Attachment A.10) for the Work Order requesting the new eCommerce Application, Contractor shall move the Application to production.

DELIVERABLE 23:

1. Online Reports and Refund Processing training: Conduct user and administrator training in Contractor's online reporting system prior to deployment.
2. Deploy Application within seven (7) calendar days of County's formal approval.
3. Application Source Code –If the parties have agreed in the relevant Work Order regarding Customizations, Contractor shall provide, within five (5) business days of County's request, a common portable media such as CD/DVD containing the Application's Source Code and Related Documentation to County's Project Director.
4. Final Updated Application Specification Document – Updated final current written Application Specification Document delivered within five (5) calendar days of deployment, if applicable.

3.3.9 TASK 24 – Post-implementation Review

For each new eCommerce Application, Contractor shall provide post-implementation review and support for a duration of thirty (30) calendar days. Project Manager shall conduct a weekly or bi-weekly Application post-implementation review meeting as requested by County Department. At the end of each Application's post-implementation review period and when all outstanding Application deficiencies are corrected and formally approved by the County Department, Contractor shall initiate and obtain County Department's formal approval of Project closure.

DELIVERABLE 24:

1. Tested remedies for all deficiencies within five (5) calendar days or as agreed upon, in writing, by County Department.
2. Completed thirty (30) calendar days post-production support period.

3.4 ONGOING MAINTENANCE AND FUTURE GROWTH

This section describes the tasks and deliverables for operating and maintaining the electronic payment processing services.

3.4.1 TASK 25 – Provide Ongoing eCommerce Services

Contractor shall perform ongoing operations and maintenance services with respect to each eCommerce Application as set forth in this SOW. Contractor shall develop and deliver to County's Project Director or his/her designee a Monthly Performance Summary report. This report must include statistics to support the requirements set forth in Section 2.10 (System Maintenance and Uptime).

DELIVERABLE 25:

Monthly Performance Summary report due seven (7) calendar days from the first of every month.

3.4.2 TASK 26 – Conduct Assessment to Use PayPal, Square, and e-Wallets

Contractor shall investigate the viability of including PayPal, Square, and e-Wallets as payment options for the County, where the Contractor's eCommerce Solution receives payment information from PayPal, Square, and e-Wallets and provides those Transactions to the County in the same manner as Contractor-

processed Transactions. Contractor shall take into consideration the methods of coordinating PayPal, Square, e-Wallets and Contractor's fee structures and incorporate any fee-related issues into this analysis, as well as any technical, operational and cost-related matters. Contractor's eCommerce Solution shall provide a PayPal, Square, and e-Wallets Assessment Report to the County within one hundred and eighty (180) days of Contract execution.

DELIVERABLE 26:

PayPal, Square, and e-Wallets Assessment Report comprised of the following:

1. Executive Summary.
2. Background and Scope.
3. Analysis and findings, including issues and concerns in technical, operational and cost areas.
4. Alternatives, including pros and cons.
5. Final Recommendations.

3.5 CONTRACTOR'S OUTGOING TRANSITION

This section describes the steps necessary for Contractor to assist the County with transition to a new Contractor prior to the end of the Contract termination/expiration.

3.5.1 TASK 27 – Outgoing Transition Phase

During Contractor's final twelve (12) month period of performance, if elected by County at its sole discretion, Contractor shall assist the County in administering the transition to a new Contractor, including working with incoming Contractor to respond to questions and provide clarification. Contractor's outgoing transition phase will be monitored closely by the County to ensure a seamless transition from Contractor to incoming Contractor.

DELIVERABLE 27:

1. Assign a full-time transition Project Manager.
2. Application assessment consisting of:
 - a. Current list of production Applications.
 - b. Current Applications in development.

- c. Data retention requirements as specified by individual County Departments' business needs and Banking Rules.
3. Application Specification Document updated for each Application in production in accordance with Section 3.3.3 (Joint Application Development Session).
4. Identify any POS equipment, including type/make/model, the number at each operating site, whether it is being rented or it is purchased by the County, etc.
5. Close-out plan indicating how each eCommerce Application will be closed out and billing stopped. The plan shall detail any risks with suggested mitigation measures to facilitate the migration.
6. Report Layouts – For each eCommerce Application, provide data as specified by County, and associated file layout of up-to-date online reporting records in machine-readable format (i.e., Excel)
7. Progress Reports – Provide bi-weekly (i.e., every two (2) weeks) progress reports on Contractor's specific transition tasks and an assessment of the incoming Contractor's progress on migration tasks, including progress on the critical path, issues not resolved, risks, etc.
8. Post-Transition report to cover Contractor's final disposition of each production eCommerce Applications.

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Department	Application	Online Payment Ability	Convenience Fee (C) or Agency Absorbed (A)	Production Date	API	IVR English (E) Spanish (S)		POS		Credit & Debit Cards	PIN Debits	eCheck	Kiosk		Virtual Terminal		Web 3 Page Inflight/Passthrough	Web 5 Page Validating (V) Non-Validating (NV)	EndUser Load File	Payment Activity File	PostBack	Recurring Payment	Process Online Refunds	Website - URL
						Y/N	E/S	Y/N	Qty				Y/N	Qty	Y/N	Qty								
Implemented Systems & Applications			C/A		Y/N	Y/N	E/S	Y/N	Qty	Y/N	Y/N	Y/N	Y/N	Qty	Y/N	Qty	Y/N	V/NV	Y/N	Y/N	Y/N	Y/N	Y/N	
Agricultural Commission, Weights & Measures (ACWM)	Weight Scales/Device Registrations	Ability for ACWM to accept online payments (credit, debit, and echecks) for registered devices.	C	7/15/2014	N	N		N		Y	N	Y	N	N			N	V	Y	Y	N	N	Y	https://paydirect.link2gov.com/acwmdevice/ItemSearch
Agricultural Commission, Weights & Measures (ACWM)	Price/Item Scanner Registrations	Ability for ACWM to accept online payments (credit, debit, and echecks) for registered price and inventory scanners.	C	7/15/2014	N	N		N		Y	N	Y	N	N			N	V	Y	Y	N	N	Y	https://paydirect.link2gov.com/acwmscanner/ItemSearch
Agricultural Commission, Weights & Measures (ACWM)	Structural Fumigation Fees	Ability for ACWM to accept online payments (credit, debit, and echecks) for structural fumigation permits.	C	7/18/2018	N	N		N		Y	N	Y	N	N			N	V	Y	Y	N	N	Y	https://paydirect.link2gov.com/ACWMStructuralFumigationFees/ItemSearch
Agricultural Commission, Weights & Measures (ACWM)	Wholesale Produce Dealer Licenses	Ability for ACWM to accept online payments (credit, debit, and echecks) for Wholesaler of Produce or Dealer Licences.	C	7/18/2018	N	N		N		Y	N	Y	N	N			N	V	Y	Y	N	N	Y	https://paydirect.link2gov.com/ACWMWholesaleProdDir/ItemSearch
Animal Care and Control (AC&C)	Pet Licenses & Donations	Ability for AC&C to accept online donations (credit, debit, and echecks).	C	Web & IVR: 07/01/2009 POS: 11/01/11	N	Y	E/S	Y	37	Y	N	Y	N	N			Y	NV	Y	Y	N	N	Y	http://animalcare.lacounty.gov/wps/portal/acc/programs/pet_licenses/discclaimer
Animal Care and Control (DACC)	Chameleon Store Front	Ability for AC&C to accept online animal licence renewal (credit, debit, and echecks) via Web, IVR, and POS	C	7/1/2016	Y	Y	E/S	N		Y	Y	Y	N	N			Y	NV	Y	Y	Y	N	Y	2 separate MAFs, one for IVR, and one for the Chameleon pet licenses.
Arts Commission (AC)	Ford Theatre Online Event Tickets Sales	Ability fo the Ford Theatre to accept payment for event tickets online with credit/debit cards and echecks.	A	4/20/2016	Y	N		Y		Y	N	Y	N	N			Y	NV	N	N	Y	N	Y	http://fordtheatres.org/en/tickets/index
Beaches & Harbors (DBH)	Boat Slips Rental Activities	Ability for boat slip renters to pay monthly fees online.	C	03/30/10	N	N		N		Y	N	Y	N	N			Y	NV	N	N		N	Y	https://paydirect.link2gov.com/labhbboatslip/ItemSearch
Beaches & Harbors (DBH)	Recreation & Reservation System (LACARRS)	Ability to reserve and pay for Beaches RV Parking spaces.	C	07/30/10	Y	N		Y	6	Y	N	Y	N	N			Y	NV	N	N	Y	N	Y	https://reservations.lacounty.gov/
Board of Supervisors (BOS)	Lobbyist Fees	Ability to pay for Lobbyist's renewals, fees, and fines.	C	09/15/2009	N	N		N		Y	N	Y	N	N			Y	V	N	N	N	N	Y	https://paydirect.link2gov.com/LABOSLobbyist_ePayments/ItemSelection/SelectItems
Board of Supervisors (BOS)	Lobbyist Registered Users	Ability to pay for registered Lobbyist's renewals, fees, and fines.	C	06/19/13	N	N		N		Y	N	Y	N	N			Y	V	N	N	N	N	Y	https://lobbying.lacounty.gov/
Board of Supervisors (BOS)	Tax Agent Registration Fee	Ability to pay for Tax Agents Registration fees.	C	06/28/13	N	N		N		Y	N	10/8/2019	N	N			Y	V	N	N	N	N	Y	https://lacaab.lacounty.gov/Home.aspx

Board of Supervisors (BOS)	Event Planning & Reservations (Luncheon)	Ability to pay for an event ticket online.	A	08/29/11	Y	N		N		Y	N	Y	N	N		Y	NV	N	N	N	N	Y	http://bosevents.lacounty.gov/
Children and Family Services (DCFS)	Event Reservations	Ability to pay for an event ticket online.	A	11/08/12	N	N		N		Y	N	Y	N	N		Y	NV	Y	Y	N	N	Y	https://paydirect.link2gov.com/DCFSreservationsWeb/ItemSelection/SelectItems
Children and Family Services (DCFS)	Donations	Ability to accept online payments for donations for DCFS.	A	11/08/12	N	N		N		Y	N	Y	N	N		Y	NV	Y	Y	N	N	N	https://paydirect.link2gov.com/DCFSDonationsWeb/ItemSelection/SelectItems
Fire	Fire Prevention Service Payment System	Ability to pay for various Fire Department's Preventive Services.	C	5/1/2017	N	N		N		Y	N	Y	N	N		N	V	Y	Y	N	N	Y	https://paydirect.link2gov.com/LAFireDeptPreventionFees/ItemSearch
Fire	Junior Life Guard Program	Ability to pay for Junior Guards program fees.	A	4/1/2017	N	N		N		Y	N	Y	N	N		N	V	Y	Y	N	N	Y	https://paydirect.link2gov.com/jrlifeguardprogram/ItemSearch
Fire	Fire Certified Unified Program Agency (CUPA) Fees	Ability for patrons to pay for various Fire's Certified Program fees.	A	5/1/2017	N	N		N		Y	N	Y	N	N		N	V	Y	Y	N	N	Y	https://paydirect.link2gov.com/lafirecertifiedunifiedprogramagencycupafees/ItemSearch
Health Services (DHS)	Emergency Management Technician (EMT) Online Certification Payments Services	Ability to pay for EMT Certification fees.	C	3/5/2019	N	N		N		Y	N	Y	N	N		N	NV	N	N	N	N	Y	https://paydirect.link2gov.com/LAEMS/
Human Resources (DHR)	Human Resources (DHR) - County Charitable Giving Campaigns	Ability for County staff and the public to donate to County's various sponsored campaigns.	C	7/1/2018	Y	N		N		Y	N	Y	N	N		Y	NV	N	Y	N	N	Y	https://donations.lacounty.gov/
Management Council (LACMC)	Conventions (RFCS)	Ability to pay for convention tickets/seats.	A	06/01/07	N	N		N		Y	N	Y	N	N		N	V	Y	Y	N	N	Y	https://paydirect.link2gov.com/LACMCConferenceRegSys/ItemSelection/SelectItems
Management Council (LACMC)	Events & Seminars (ESRS)	Ability to pay for event & seminar tickets/seats.	A	01/01/08	N	N		N		Y	N	Y	N	N		N	V	Y	Y	N	N	Y	https://paydirect.link2gov.com/LACMCEventSeminarRegSys/ItemSelection/SelectItems
Management Council (LACMC)	Events & Seminars - Late Registrations	Ability to late registrants pay for event & seminar tickets/seats.	A	06/01/18	N	N		N		Y	N	Y	N	N		N	V	Y	Y	N	N	Y	https://paydirect.link2gov.com/LACMCEventSeminarRegSys/ItemSelection/SelectItems
Medical Examiner - Coroner (MEC)	Skeletons in Closet (SIC), a Gift Shop	Ability for customers to pay for MEC Gift Shop Merchandises.	A	Web: 01/01/2008 API: 09/01/10	Y	N		N		Y	N	Y	N	N		Y	NV	N	N	N	N	Y	http://www.lacoroner.com/Default.aspx
Medical Examiner - Coroner (MEC)	Events & Seminars	Ability to pay for event & seminar tickets/seats.	A	09/23/08	N	N		N		Y	N	Y	N	N			NV	N	N	N	N	Y	
Medical Examiner - Coroner (MEC)	Document Sales (Case Search)	Ability to pay for MEC's documents.	A	6/1/2015	Y	N		N		Y	N	Y	N	N		Y	NV	N	N	N	N	N	http://mec.lacounty.gov/wps/portal/mec/caseinformation/casesearch
Medical Examiner - Coroner (MEC)	Transportation, Handling, and Storage (CTSF)	Ability to pay for MEC's body services.	A	6/18/2014	Y	N		N		Y	N	Y	N	N		Y	NV	N	N	N	N	N	https://paydirect.link2gov.com/LATHFS/ItemSelection/SelectItems

Mental Health (DMH)	EventsHub	Ability to pay for DMH event registration fees.	C	1/8/2019	Y	N		N		Y	N	Y	N		N		Y	NV	N	Y	Y	N	Y	https://eventshub.dmh.lacounty.gov/
Parks & Recreation (DPR & DBH)	LAC Activities Reservation & Registration System (LACARRS)	Ability to reserve and pay for Parks and Recreation's many amenities, facilities, and programs.	A	09/22/10	Y	N		Y	8	Y	N	Y	N		N		Y	NV	N	Y	Y	N	Y	https://reservations.lacounty.gov/
Parks & Recreation (DPR)	eTickets	Ability to pay for event & parking tickets.	A	04/28/10	Y	N		N		Y	N	Y	N		N		Y	NV	N	Y	Y	N	Y	https://reservations.lacounty.gov/reservations/product.asp
Parks & Recreation (DPR)	Kiosks/POS at 6 Regional Parks	Ability to use POS to pay for Parks entrance fees and parking fees.	A	06/01/18	N	N		Y	47	Y	N	N	N		N		N		N	N	N	N	N	
Probation (PROB)	Fees, Fines, Court Costs & Restitution	Ability for patrons to pay for Probation fees, fines, and any County program costs	C	01/06/09	N	Y		E/S		Y	Y	Y	N		N		Y	NV	N	Y	N	N	Y	http://probation.lacounty.gov/wps/portal/probation!/ut/p/b1/04_SjzQONDGxNDM1MzPSj9CPykssy0xPLMnMz0vMAfGizOLdDAwM3P2dgo38g12MDTzd3J2cDf1NDIO9TIAKlpEVGDi7Wxp4Opm4W3iZhRg6-5kTp98AB3A0IKQ_XD8KrxJDY3QFWJwlVoDHDx4e-bmp-riROW6WnlkmALmwb5Y!/dl4/d5/L2dJQSEvUUt3QS80SmtFL1o2X0YwMDBHT0JTMk9TRDMwSUZHQMxTzQxMjUy/
Probation	Shakeup Reentry Symposium Enrollment	Ability to pay for event tickets/seats.	A	Q2/2019	N	N				Y	N	Y	N		N		Y	NV		Y	N		Y	https://paydirect.link2gov.com/LAC-O-PROBSYMP
Public Defender (LAPD)	Annual Juvenile Delinquency Law Training Seminar, Conferences, and Events	Ability to pay for LAPD's Juvenile event tickets/seats.	C	02/19/19	N	N				Y	N	Y	N		N		Y	NV	N	Y	N	N	Y	https://paydirect.link2gov.com/lacountyjuvyconferenceNC https://paydirect.link2gov.com/lacountyjuvenileconference
Public Defender (PD)	Capital Case Seminar/Training	Ability to pay for a ticket/seat for a seminar/training class.	TBD	TBD	N	N				Y	N	Y	N		N		Y	NV	N	Y	N	N	Y	https://paydirect.link2gov.com/lacountyCapitalCaseConferencePD https://paydirect.link2gov.com/lacountyPDalternateandfederal
Public Health, Environmental Health (DPH)	Online Inspection Fees and Fines	Ability for patron to pay DPH inspection fees and fines.	C	06/30/15	Y	N				Y	N	Y	N		N		Y		N	Y	N	N	Y	https://ehservices.publichealth.lacounty.gov/servlet/guest?service=0&formId=37&saveAction=5
Public Health (DPH)	Vital Records	Ability for funeral homes and public patrons to pay for Death Certificates, Burial Certificates, and Still Birth Certificates.	C	07/01/17	N	N		Y	4	Y	N	Y	N		N		Y	V	Y	Y	N	N	Y	https://paydirect.link2gov.com/LACOfuneralhomes
Public Library (PL)	Overdue Fees and Fines	Ability to pay for PL's overdue fees and fines.	A	02/06/12	Y	N				Y	N	Y	N		N		Y	V	N	N	N	N	Y	http://catalog.colapl.org/uhtbin/cgiisirs/j/x/0/0/29/1169/X/1 NOTE: Should not require PayDirect upgrade at this time unless features in next API release are needed.

Public Works (DPW)	Building and Safety Online Plan Checks	Ability to pay for DPW's building plan check fees.	A	06/15/14	Y	N		N		Y	N	Y	N	N		Y	V	N	Y	Y	N	Y	https://dpw.lacounty.gov/bsd/bsop/
Public Works (DPW)	Employee Fees and Expenses	Ability to pay County employees cell phone bills and travel expenses.	C	07/01/2017	N	N		N		Y	N	Y	N	N		N	V	Y	Y	Y	N	Y	
Public Works (DPW)	Land Development Permits	Ability to pay for DPW's Land Development plan check fees.	A	09/30/14	Y	N		N		Y	N	Y	N	N		Y	V	N	Y	Y	N	Y	https://dpw.lacounty.gov/LDD/LDOP/
Public Works (DPW)	Simple Permits Application and Tracking System (SPATS)	Ability to pay for DPW's Transportation permit fees.	A	06/01/07	Y	N		N		Y	N	Y	N	N		Y	V	N	Y	Y	N	Y	http://dpw.lacounty.gov/spats/Public/
Public Works (DPW)	Waterworks	Ability for patrons to pay their water bills.	A	Web: 08/31/2009 IVR: 07/20/11 API: 02/01/11	Y	Y	E/S	Y	2	Y	N	Y	N	N		Y	V	N	Y	Y	N	Y	https://dpw.lacounty.gov/mywam/Home.aspx
Public Works (DPW)	Kiosk Replacement w/2 POS for Waterworks	Ability for patrons to pay their water bills with Point of Sales device.	A	07/01/18	N	N		Y	4	Y	Y	N	N	N		Y	V	N	N	N	N	Y	
Public Works (DPW)	Solid Waste Automated Billing System (SWABS)	Ability for customers to pay for DPW's waste hauler permit fees.	A	05/02/16	Y	N		N		Y	N	Y	N	N		Y	V	N	Y	N	N	Y	
Regional Planning (DRP)	ePayment System	Ability to pay for Planning permits and related departmental service fees.	A	04/30/13	N	N		Y	10	Y	N	N	N	N		N	V	N	Y	N	N	Y	
Regional Planning (DRP)	Online Plans and Permitting	Ability to pay for Regional Planning permits.	C	08/30/15	Y	N		N		Y	N	Y	N	N		Y	V	N	Y	N	N	Y	https://eg.planning.lacounty.gov/prod/
-Public Works -Regional Planning -Parks n Rec -Beaches -Fire	Enterprise LA County Online Permits Portal (EPIC LA)	Ability to pay for Countywide permits.	A	2/1/2017	Y	N		N		Y	N	Y	N	N		Y	V	N	Y	Y	N	Y	https://eg.planning.lacounty.gov/prod/
Register-Recorder / County Clerk (RRCC)	Electronic Recordings and Other Bulk Transactions	Ability to pay for real estate title and related recording fees.	A	10/01/13	N	N		N			N	Y	N	N		N	V	Y	Y	N	N	Y	http://lavote.net/home/records/property-document-recording/general-info
Sanitation District (SD)	Solid Waste/Refuse	Ability to pay for solid waste disposal fees.	C	01/03/12	N	N		Y	17	Y	N	N	N	N		Y	V	N	N	N	N	Y	
Secretarial Council (LACSC)	Events & Seminars	Ability to pay for events, conferences, and seminar reservation fees.	A	May/01/2017	N	N		N			N	Y	N	N		N	NV	Y	Y	N	N	Y	https://paydirect.link2gov.com/LACSC/
Sheriff (LASD)	Parking Citations and Processing Services (PCPS)	Ability to pay for Parking citations.	C	API (Web): 07/09/10 POS: 07/09/10 API (IVR): 05/05/11	Y	N	E/S	Y	4	Y	Y	Y	N	N		Y	V	N	N	N	N	N	https://prodpci.etimspayments.com/pbw/include/la_sheriff/input.jsp

South Coast Air Quality Management District (SCAQMD)	Permit Fees, Operating Fees, Emission Fees, etc.	Ability to pay of Air Quality Management related fees.	C -card payment A - echecks	04/13/13	N	N		N		Y	N	Y	N	N		Y	V	N	Y	N	N		https://xapprod.aqmd.gov/CC_OnlinePayment/onlineinvoicepayment/invoicepayment_collect_fac_info
Treasurer & Tax Collector (TTC)	TeCOPS Non-Tax (Previously called Business License)	Ability to pay for County issued business license and delinquency fees.	A	06/16/09	Y	N		N		Y	N	Y	N	N		Y	V	N	Y	Y	N	Y	
Treasurer & Tax Collector (TTC)	TeCOPS Tax (Secured Property Tax) "CORE"	Ability to collect in person property taxes via POS at the cashier windows.	C -card payment A - echecks	Web: 09/09/2009 API (POS): 03/07/11	Y	N		Y		Y	N	Y	N	N		Y	V	N	Y	Y	N	Y	http://ttc.lacounty.gov/proptax/BusLic_NewApplInfo.htm
Treasurer & Tax Collector (TTC)	Property Tax Management System (Web)	Ability to pay for property tax online.	C -card payment A - echecks	07/01/16	Y	N		N		Y	N	Y	N	N		Y	V	N	Y	Y	N	Y	http://lacountypropertytax.com/portal/default.aspx
Treasurer & Tax Collector (TTC)	Interactive Voice Response (IVR) for Property Tax Payment	Ability to pay for property taxes via IVR	C	09/01/18	Y	Y	E/S	N		Y	Y	Y	N	N		N	V	N	Y	N	N	Y	FIS IVR Direct line: 1-888-473-0835 TTC call center: 1-888-807-2111
Active and Pending Projects:																							
Parks & Recreation (DPR)	Golf Reservations	Ability to pay for Golf Tee time reservations.	A	TBD	Y	N		Y	tbd	Y	N	Y	N	N		Y	NV	N	Y	Y	N	Y	
DPR & DBH	Enterprise Reservation and Registration System (eRESERVATIONS or eRES)	Ability to reserve and pay for Parks and Recreation's many amenities, facilities, and programs.	A	ETC: Q3/2019	Y	N		Y	tbd	Y	N	Y	N	N		Y	NV	N	Y	Y	N	Y	
Sheriff (LASD)	Civil Management Bureau Fee Intake - POS only	Ability to pay for court fees.	A	ETC: Q4/2019	Y	N		Y	tbd	Y	N	Y	N	N		Y	V	N	Y	Y	N	Y	
Human Resources (DHR)	County Logo Merchandises and Online Gift Shop	Ability to purchase County Logo Merchandises.	C	TBD	Y	N		Y	tbd	Y	N	Y	N	N		Y	NV	N	Y	N	N	Y	
Public Library (DPL)	Library Logo Merchandises and Online Gift Shop	Ability to purchase Library Logo Merchandises.	TBD	TBD	Y	N		Y	tbd	Y	N	Y	N	N		Y	NV	N	Y	N	N	Y	
Internal Services (ISD)	Power Charging Station Kiosks	Ability to pay for kilowatt hours used to charge one's electric vehicle.	TBD	TBD	Y	N		Y	tbd	Y	N	N	Y	tbd	N	Y	NV	N	Y	N	N	Y	
Public Works (DPW)	Land Lease	Ability to pay lease fees for County Land.	TBD	TBD	Y	N				y	N	y	N	N		Y	V	N	N	Y	N	Y	
Public Works (DPW)	Waterworks IVR	Ability to pay water utility bills using a touch tone or cell phone.	TBD	TBD	Y	Y	Y			Y	Y	Y	N	N		N	V	Y	Y	Y	Y	Y	

**ATTACHMENT A.2
INTENTIONALLY OMITTED**

**ATTACHMENT A.3
INTENTIONALLY OMITTED**

**ATTACHMENT A.4
INTENTIONALLY OMITTED**

SAMPLE APPLICATION SPECIFICATIONS

(*Note: These are sample documents. County will work with Contractor to finalize Application Specification for each Executed Work Order)

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APPENDICES

Appendix A: Additional Application Design Questions

Appendix B: Required Department Load File

Appendix C: Payment Activity File

Appendix D: File Scheduling

Appendix E: Sample Style Sheet

Appendix F: Standard Payment Error Message

Appendix G: Vendor Return Codes

Appendix H: Sample Request File

SECTION 1 – DOCUMENT HISTORY

Version	Date	Author	Description
1.0.0	03/04/08	XXXXX	Original
1.0.1	03/05/08	XXXXX	Added header image and footer. Added Min Amount message and Fraud message to the Bill Presentment Page. Added the following message "Please allow 2 business days for processing before making another payment on this account." To all pages of the application. Added style sheet provided by the client.
1.0.2	03/10/08	XXXXX	Updated credit card logos on the Payment Entry Page. Updated Past Due, Current Due and Total Balance Due amounts format from the department load file. Updated Email Confirmation text from Appendix A.
1.0.3	03/21/08	XXXXX	Updates to the Account Validation Page and the Bill Presentment Page business rules based on 03/20/08 Teleconference
1.1.0	03/31/08	XXXXX	Updates to the Payment Entry Page, Payment Confirmation Page and Receipt Page. Updates to Appendix B: Required Department load file, Appendix C: Optional Payment activity file, and Appendix F: Standard Payment Error Messages based on 03/26/08 Teleconference.

SECTION 2 – WEB APPLICATION

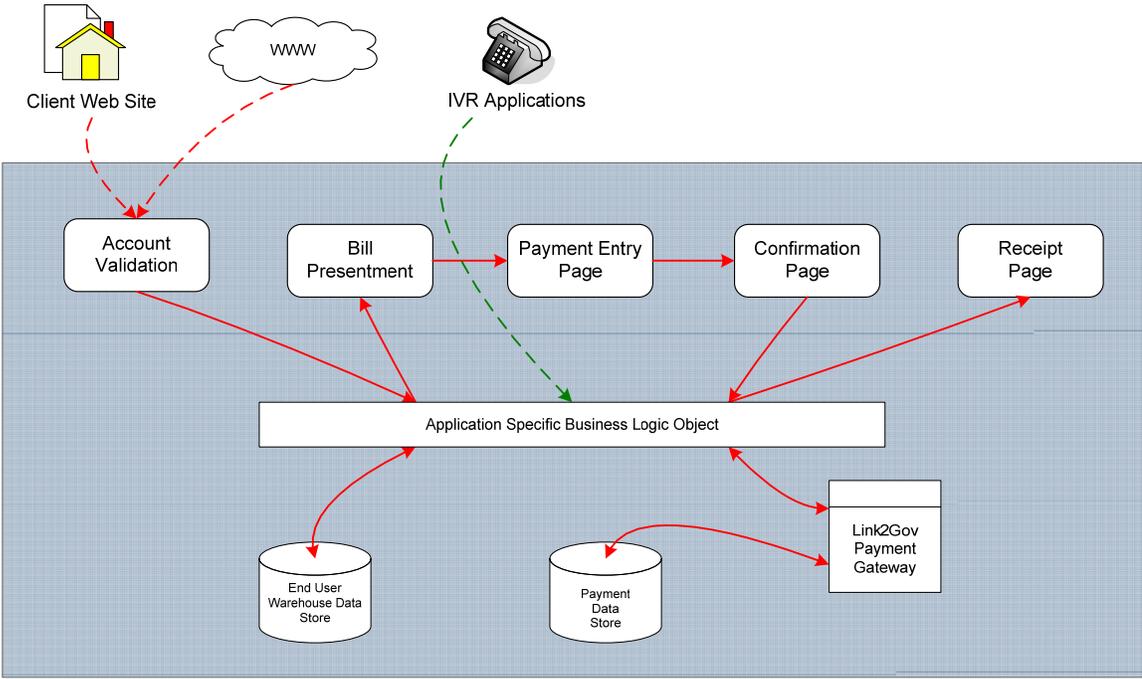
A. Application Specifications

This application consists of five pages:

- Account Validation Page
- Bill Presentment Page
- Payment Entry Page
- Payment Confirmation Page
- Receipt Page

[The above are standard page names for all web applications. The word "page" does not appear on the screen].

Five Page Web Application



B. Page Design

Each page of the application will contain a header and footer as specified by the client and will conform to the style sheets provided. The header and footer are not included in the page definition sections but will be included on each page of the application.

Header:



Footer:

Los Angeles County Version 2.5

C. Account Validation Page

This page allows for the entry of the unique identifier that accesses the End User Warehouse to retrieve account information for subsequent pages. Field labels will be customized for each application.

ACCOUNT VALIDATION

X-Number:

Account Number:

**A financial payment does not count as a monthly Report-In.
If you have not reported this month, please remember to report as instructed by your Assigned Officer.**

**Un pago financiero no cuenta como un reporte mensual.
Si no se ha reportado este mes, por favor reportese, según las instrucciones del oficial de libertad condicional.**

PLEASE ALLOW 3 TO 5 BUSINESS DAYS FOR PROCESSING BEFORE MAKING ANOTHER PAYMENT ON THIS ACCOUNT.

Continue

Account Validation Business Rules:

1. Display [ACCOUNT VALIDATION] as page title at the top of the page below the header image. Text will be in black, bold, capitalized, and left justified.
2. Display the following message below Account Number field [A financial payment does not count as a monthly Report-In. Un pago financiero no cuenta como un reporte mensual.]. Message will be displayed in red, bold and centered.
3. Display the following message below the Account Number field [A financial payment does not count as a monthly Report-In. If you have not reported this month, please remember to report as instructed by your Officer. Un pago financiero no cuenta como un reporte mensual. Si no se ha reportado este mes, por favor hay que reportarse, según las instrucciones del oficial de libertad condicional.]. Message will be displayed in red, bold and centered.
4. Display the following message above the Continue button [PLEASE ALLOW 3 TO 5 BUSINESS DAYS FOR PROCESSING BEFORE MAKING ANOTHER PAYMENT ON THIS ACCOUNT.]. Message will be displayed in red, bold, centered and capitalized.
5. If [Continue] is selected and the record is found, the user will proceed to the Bill Presentment Page.
6. If [Continue] is selected and record NOT found, display "No match was found for the X-Number and Account Number that was entered. The Account Number entered either does not exist or is not eligible. Please verify your information and try again, or contact the Information Center at (866) 931-2222 or eligibility information.". Message will be displayed in red at the top of the page. If the email address link is selected, display the link in a separate window.

ATTACHMENT A.5
(Section 2 – Web Application)

7. If [Continue] is selected, and fields do not pass validation below. Display error messages in red at the top of the page. **Fields highlighted in yellow require the entry of instructional values by the customer.**

Field Label	Required /Optional	Field Rules	Error Message
X-Number	Required	8 numeric characters (without spaces/dashes)	Please enter a valid 8 digit X-Number
Account Number	Required	8 numeric characters (without spaces/dashes)	Please enter a valid Account Number

D. Bill Presentment Page

This page is used to display the information from the client department load file based on the specified look up field(s). It provides all information necessary to fully describe the bill.

BILL PRESENTMENT

Field marked * is required.

X-Number: <LookupField1>

Account Number: <LookupField2>

Name: <UserPart4>

Amount Due: <UserPart3>

Total Balance Due: <AmountDue>

***Payment Amount:** \$ (i.e. 200.50)

YOUR MINIMUM PAYMENT MUST BE AT LEAST \$20 WHEN USING THIS SERVICE.

PLEASE ALLOW 3 TO 5 BUSINESS DAYS FOR PROCESSING BEFORE MAKING ANOTHER PAYMENT ON THIS ACCOUNT.

Continue

Bill Presentment Business Rules:

1. Display Fields and account data as per the example above.
2. Display [BILL PRESENTMENT] as page title at the top of the page below the header image. Text will be in black, bold, capitalized, and left justified.
3. Amount Due and Total Balance Due amounts will always include an amount NO less than \$20.00 or over \$7500.
4. X-Number, Account Number, Name, Amount Due and Total Balance Due fields are passed from the department load file.
5. The user must enter at least one number in the Payment Amount field. Only numbers, periods, and commas are accepted. If nothing is entered or the entry has a character other than a number, period, or comma, display [Please enter the payment amount. Only numbers, a comma, and a decimal point are accepted.].
6. Payment Amount field will default to blank.

ATTACHMENT A.5
(Section 2 – Web Application)

7. Minimum payment amount is \$20.00. If user enters an amount less than \$20.00, display the following message [The minimum payment amount is \$20.00 to use this service. Please enter a valid payment amount.].
8. Maximum payment amount is \$7500.00. If user enters an amount greater than \$7500.00, display the following message [The maximum payment amount is \$7500.00 to use this service. Please enter a valid payment amount.].
9. If payment amount entered exceeds the Total Balance Due amount, display [Your payment amount has exceeded the total balance due amount. Please enter a valid payment amount. Only numbers, a comma, and a decimal point are accepted.].
10. Display the following message below the Payment Amount field [YOUR MINIMUM PAYMENT MUST BE AT LEAST \$20 WHEN USING THIS SERVICE.]. Message will be displayed in red, bold, centered and capitalized.
11. Display the following message below the minimum payment message [PLEASE ALLOW 3 TO 5 BUSINESS DAYS FOR PROCESSING BEFORE MAKING ANOTHER PAYMENT ON THIS ACCOUNT.]. Message will be displayed in red, bold, centered and capitalized.
12. If [Continue] is selected, all validation is performed.
 - a. If validation fails on any fields, the error message will be displayed in red at the top of the page.
 - b. If validation is successful, proceed to the Payment Entry Page.

E. Payment Entry Page

This page is used to collect credit card payment information. Typically, a summary of the billing information is displayed at the top of the page.

PAYMENT ENTRY

X-Number: <LookupField1>
Account Number: <LookupField2>
Name: <UserPart4>
Total Payment Amount: <amount entered by user>

Please enter your payment information:



All fields marked * are required.

*Card Number: (enter digits only - no spaces or dashes)

*Expiration Date:

*Card Identification Code: [Help](#)

*Billing Name:

*Billing Address:

*Billing City:

*Billing State:

*Billing Zip Code:

*Billing Telephone Number: - -

Email Address:

PLEASE ALLOW 3 TO 5 BUSINESS DAYS FOR PROCESSING BEFORE MAKING ANOTHER PAYMENT ON THIS ACCOUNT.

Payment Entry Business Rules:

1. Display fields and account data as per the example above.
2. Display [PAYMENT ENTRY] as page title at the top of the page below the header image. Text will be in black, bold, capitalized, and left justified.
3. Display "Month" as the default selection from the expiration date month dropdown.

ATTACHMENT A.5
(Section 2 – Web Application)

4. Display "Year" as the default selection from the expiration date year dropdown.
5. The Card Identification Code will be masked with asterisks (*) when entered.
6. Display a help link for the Card Identification Code in a separate window. Card Identification Code images will be provided. A Help link will be displayed in bold, blue and underlined.
7. Display "Please Select" as the default selection from the billing state dropdown.
8. The Billing Phone Number will be a ten digits and entry divided into three data entry fields. The entries will automatically tab to the next field once the data has been entered. Upon entry of the last four digits of the phone number, the application will automatically tab to the next field.
9. Display the following message above Back and Continue buttons [PLEASE ALLOW 3 TO 5 BUSINESS DAYS FOR PROCESSING BEFORE MAKING ANOTHER PAYMENT ON THIS ACCOUNT.]. Message will be displayed in red, bold, centered and capitalized.
10. If [Back] is selected, the user will be redirected to the Bill Presentment Page.
11. If [Continue] is selected, all validation is performed.
 - a. If validation fails on any fields, the error message will be displayed in red at the top of the page. See Payment Entry Page Validation.
 - b. If validation is successful, proceed to the Payment Entry Page.

F. Bill Presentment Page Validation

Provides standardized field names, field entry instructions, and rules for payment amounts. **Fields highlighted in yellow require the entry of instructional values by the client.**

Payment Amount Information				
Field Tag	Required or Optional	Field Rules	Data Entry Instructions/Entry Error Message	
Payment Amount	Required	Variable Rules for Payment Amount:	Please enter the amount to pay. Only numbers, a comma, and a decimal point are accepted.	
		<u>Select</u> as many of the following four conditions as applicable:		
		Pay full amount only.		X
		Set a minimum amount to pay.		X
		Pay any amount.		
		Set a maximum amount to pay.		X
		Payment Display Rules:		
		Amounts are defined as two decimal places <u>with</u> commas for thousands, i.e. 1,000.00.		
		\$ symbol is displayed before dollar amounts.		
Dollar and cents amounts are right justified.				

G. Payment Entry Page Validation

Card Information			
Field Tag	Required or Optional	Field Rules	Data Entry Instructions/Entry Error Message
Card Number	Required	Mod 10 validation is performed.	Please enter the card number. Do not include hyphens, slashes or spaces (if field is left blank, this text also occurs as error message). If the card is improperly formatted or does not begin with the correct number [4-Visa, 5-Mastercard, 6-Discover] – The card number does not appear to be valid. Please verify the card type and number.
Expiration Month	Required	Drop down list – values 01 to 12.	Please select a valid expiration month.
Expiration Year	Required	Drop down list – ten years beginning with current year.	Please select a valid expiration year.
Card Identification Code	Required	All numeric – three or four digits.	Please enter the three digit identification number located on the back of the credit card in the signature area.
Card Identification Code Help Image	Required		

Billing Information			
Field Tag	Required or Optional	Field Rules	Data Entry Instructions/Entry Error Message
Billing Name	Required	Free form field with validation.	Please enter the billing name. Only letters, spaces, hyphens, periods, commas, and apostrophes are accepted.
Billing Address	Required	Free form field with validation.	Please enter the billing address. Only numbers, letters, spaces, hyphens, periods, commas, slashes, pound signs, and apostrophes are accepted.
Billing City	Required	Free form field with validation.	Please enter the billing city. Only letters, spaces, hyphens, periods, commas, slashes, and apostrophes are accepted.
Billing State	Required	Drop down – two alpha abbreviations only.	Please select the billing state.
Billing Zip Code	Required	All numeric – five digits only.	Please enter the 5-digit billing zip code
Billing Phone Number	Required	All numeric – ten digits only.	Please enter a valid billing phone number. Only numbers are accepted.
Email Address	Optional	Validation for proper email address.	Please enter a properly formatted email address. Example: myname@mydomain.com

H. Payment Confirmation Page

This page contains all data previously entered on the Payment Entry page for user verification.

PAYMENT CONFIRMATION

X-Number: <LookupField1>
Account Number: <LookupField2>
Name: <UserPart4>
Total Payment Amount: <amount entered by user>
Card Number: <information entered by user>
Expiration Date: <information entered by user>
Billing Name: <information entered by user>
Billing Address: <information entered by user>
Billing City: <information entered by user>
Billing State: <information entered by user>
Billing Zip Code: <information entered by user>
Billing Phone Number: <information entered by user>
Email Address: <information entered by user>

**PLEASE ALLOW 3 TO 5 BUSINESS DAYS FOR PROCESSING BEFORE MAKING ANOTHER
PAYMENT ON THIS ACCOUNT.**

Edit

Submit Payment

Payment Confirmation Business Rules:

1. Display fields and account data as per the example above.
2. Display [PAYMENT CONFIRMATION] as page title at the top of the page below the header image. Text will be in black, bold, capitalized, and left justified.
3. Display the following message above Edit and Submit Payment buttons [PLEASE ALLOW 3 TO 5 BUSINESS DAYS FOR PROCESSING BEFORE MAKING ANOTHER PAYMENT ON THIS ACCOUNT.]. Message will be displayed in red, bold, centered and capitalized.
4. If [Edit] is selected, the user will be returned to the Payment Entry page.

ATTACHMENT A.5
(Section 2 – Web Application)

5. If [Submit Payment] is selected, the user will proceed to the Receipt page.
6. If user select "Back" button from web browser, all data entered by the user will retain from the Payment Entry Page, except the Credit Card Number, Expiration Date, and CID.

I. Receipt Page

This page displays the final receipt information and confirmation number. The information can include any customer information retrieved from the department load file or entered by the user during the payment process. Standard receipt items are:

- a. If the payment is not successful, display a standard error message (See Appendix F).
- b. If the payment is successful, display the following:

PAYMENT RECEIPT

Thank you for your payment!

Receipt Number: 3123456789
Date and Time: MM/DD/CCYY HH:MM:SS A.M. or P.M. Pacific
X-Number: <LookupField1>
Account Number: <LookupField2>
Name: <UserPart4>
Total Payment Amount: <information calculated by application>
Payment Type: Display card type (Visa, MasterCard, Discover)
Card Number: *****1111

PLEASE PRINT THIS RECEIPT AND KEEP IT FOR YOUR RECORDS.

**A financial payment does not count as a monthly Report-In.
If you have not reported this month, please remember to report as instructed by your Assigned Officer.**

**Un pago financiero no cuenta como un reporte mensual.
Si no se ha reportado este mes, por favor reportese, según las instrucciones del oficial de libertad condicional.**

PLEASE ALLOW 3 TO 5 BUSINESS DAYS FOR PROCESSING BEFORE MAKING ANOTHER PAYMENT ON THIS ACCOUNT.

Home

Print

Payment Receipt Business Rules:

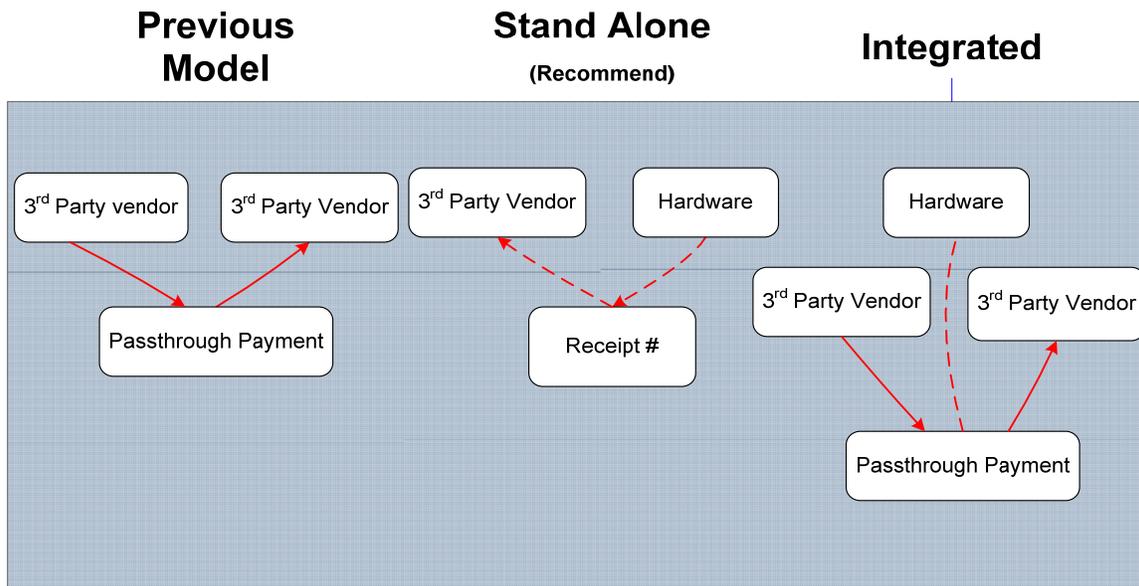
1. Display fields and account data as per the example above.
2. Display [PAYMENT RECEIPT] as page title at the top of the page below the header image. Text will be in black, bold, capitalized, and left justified.
3. Display Date and Time in the following format: [MM/DD/CCYY HH:MM:SS A.M./ P.M. Pacific].

ATTACHMENT A.5
(Section 2 – Web Application)

4. Payment Type will display one of the following: "Visa", "MasterCard", or "Discover".
5. Display the following message below the Card Number field [PLEASE PRINT THIS RECEIPT AND KEEP IT FOR YOUR RECORDS.]. Message will be in bold, red, and centered.
6. Display the following message as per the example above [A financial payment does not count as a monthly Report-In. If you have not reported this month, please remember to report as instructed by your Assigned Officer. Un pago financiero no cuenta como un reporte mensual. Si no se ha reportado este mes, por favor hay que reportarse, según las instrucciones del oficial de libertad condicional.]. Message will be displayed in red, bold and centered.
7. Display the following message above Finish and Print buttons [PLEASE ALLOW 3 TO 5 BUSINESS DAYS FOR PROCESSING BEFORE MAKING ANOTHER PAYMENT ON THIS ACCOUNT.]. Message will be displayed in red, bold, centered and capitalized.
8. If [Home] is selected, the user will be redirected to a specific URL provided by the client.
9. If [Print] is selected, the print screen will be displayed.

SECTION 3 – POINT OF SALE

Options	Previous Model	Stand Alone (Recommend)	Integrated-PC Attached
Convenience Fee	XX%, \$X.XX min	XX%, \$X.XX min	XX%, \$X.XX min
Visa	N	N	N
PIN	N	Y	Y
MC/AM/DI	Y	Y	Y
Custom	N	CONTRACTOR – N Third Party Vendor - Y	CONTRACTOR – Y Third Party Vendor - N
	Direct –Y Trans_ID - N/A	Direct – N Trans_ID - Y	Direct – Y Trans_ID - N/A
Hours	N/A	CONTRACTOR – N/A Third Party Vendor - tbd	CONTRACTOR – tbd Third Party Vendor – N/A
Device & Cost	N/A	vx510 : \$XXX to \$XXX vx570 : \$XXX to \$XXX	Ingenico : \$XXX vx570



A. Description of Flow

1. **Previous Model or Status Quo:** Third Party Vendor's application does the reservation, and then transfers to Contractor application (which is the existing 2 page). Once payment is complete, Contractor passes receipt information to Third Party Vendor's application .
2. **Stand Alone (Recommend):** This is an all new flow. Third Party Vendor's application does the reservation and then presents field asking for receipt number. The actual payment is done on separate hardware which is the stand alone terminal. The card does not leave the citizen's hand. Once payment is complete, receipt number is printed by the terminal. Receipt number is then manually entered into the Third Party Vendor's system.
 - Third Party Vendor's application does lookup via API (Contractor) and retrieves all payment details (auto reconciled).
3. **Integrated:** Same flow as the Status Quo and the two page. However, key entry is the back up. The primary is the card swipe and pin entry on the pin pad device. In this flow, the citizen handles the card and it does not leave their hand.

B. POS Equipment Warranty

Contractor's POS vendor, POS Portal, warrants to the original purchaser or recipient of POS Portal equipment fee-based repair services of equipment that for the Repair Warranty Period, the equipment will be free from material defects in materials and workmanship. The foregoing warranty is subject to the proper installation, operation and maintenance of the equipment in accordance with installation instructions and the operating manual supplied to Merchant. Warranty claims must be made by the Merchant within thirty (30) days of the manifestation of a problem. POS Portal's sole obligation under the foregoing warranty is, at POS Portal's option, to repair, replace or correct any such defect that was present at the time of delivery, or to remove the equipment and to refund the purchase price to Merchant. Any repairs under this warranty must be conducted by an authorized POS Portal service representative. The original manufacturer and or POS Portal warranty seal must be unbroken for the warranty to remain in full force and effect. Repair warranties are not valid for instances of user abuse, including but not limited to dropped equipment and liquid spills. Users are required to provide surge protection for devices at their own expense. Electrical surge related failures invalidate the repair warranty. Additional service charges may arise from excessive cosmetic damage beyond normal wear and tear.

Manufacturer	Model	New Warranty	Refurb Warranty
XX Manufacturer	XXX Model Terminals	5 years	1 year
XX Manufacturer	Peripherals and Print Mechanisms	1 year	1 year
XX Manufacturer	Terminals and Peripherals	1 year	1 year

C. Repair/Replacement Procedures

The following are procedures for repairing/replacing equipment.

1. Repair and Replacement

- 1.1 The County will notify Contractor POS Support Specialist when equipment repair/replacement is necessary.
- 1.2 The County will specify equipment type(s), terminal ID(s) (if applicable), serial number (s), download software application(s) and testing instructions for particular equipment devices to POS Support Specialist via established communication methods.
- 1.3 Contractor will order replacement equipment of the same make and model and appropriate peripherals through deployment services vendor who will download software application and inject debit keys onto such equipment and test such software on the equipment before redeployment. Refurbished equipment will be issued for replacements only if the exact make and model is not in stock or if it has been discontinued by the manufacturer, in order to expedite the replacement request.
- 1.4 Contractor will print and include in the shipment, return shipping instructions for damaged/non-functioning equipment and/or peripherals.

2. On-Time Shipment

2.1 Qualifying orders for On-Time Shipment are defined as follows;

- a. Cut Off: Qualifying orders must be submitted by the cut off times as defined in this section.
 - i. Repair/replacement orders 2:00 PM PT/5:00 PM ET
- b. Just In Time certified items. Qualifying items are certified for Same Day Shipping.
- c. Errors and Exceptions. Orders for which Contractor or deployment services vendor encounters errors in the course of executing County specified configuration instructions do not qualify for inclusion in Same Day Shipping.
- d. Orders submitted after Cut Off will not be counted on the day that they are submitted but will be counted on the following day.

SECTION 4 – FORM POST

(from Third Party Vendor to Contractor)

A. Form Post Process

As the Two Page Pass Through originates from the client's website, information is collected and validated by the client application. Payment specific information is then passed to Contractor via an https form post to initiate, process, and complete the payment process.

Required information that must be passed to Contractor includes the payment amount, a client unique identifier (that can be used to associate the payment transaction record to a unique record on the client side), and a return URL that designates the location to send the user upon successful completion of the payment. Additional information may be passed in the form post to help fully described the payment and provide additional functionality of the payment pages.

Additional examples of information passed in the form post could include block and lot number to identify taxable property, an origin and destination to identify a transportation permit, a room preference for a conference reservation, etc.

Contractor has the ability to store six data elements (including the client unique identifier) with the transaction record that can be referenced in the standard reporting or returned to the client in the Merchant Activity file.

B. Web Form Post Values

Contractor Field	Value Present	Field Length	Field Format	Validation	Description
SPECIFIC FORMAT DETAILS INTENTIONALLY OMITTED					

C. Transaction Sample (Form Post)

SPECIFIC SAMPLE DETAILS INTENTIONALLY OMITTED

D. Required Fields sent in POS Form Post from Contractor

Contractor Field	Form Post Field	Description
SPECIFIC FORMAT DETAILS INTENTIONALLY OMITTED		

SECTION 5 – POST BACK

A. Post Back Process

This application requires Post Back process. Upon processing the transaction, a server side form POST is initiated by Contractor. The form values containing transaction data are URL Encoded and the form is posted, using HTTPS, to the URL defined by Third Party Vendor's Application. The Contractor application will then Post back to Third Party Vendor's Application to display the receipt to the user.

Discrepancies between real time notifications and actual payments are minimal; however, they may occur occasionally. These discrepancies are resolved by reconciliation with a nightly Merchant Activity file (MAF) provided by Contractor that contains all transaction data for the day.

B. Postback Information

SPECIFIC FORMAT DETAILS INTENTIONALLY OMITTED

C. Post Back Transaction Fields

SPECIFIC TRANSACTION DETAILS INTENTIONALLY OMITTED

SECTION 6 – EMAIL CONFIRMATION

A. Email Confirmation Page

This page describes the email that is sent after successful payment.

Subject: Confirmation for la county <dept. name> payment

Thank you, your payment has been approved!
Your monthly statement will reflect this transaction as: LA County <dept. name>.

You have paid the following account number(s) by credit card:

No.	Code	Account Number	Description	Payment Amount
01	1111	123456	License	\$ 60.00
02	2222	123456		\$ 40.00
.				
09	9999	789415		\$ 50.00
10	1010	456321		\$ 10.00
Total Amount				\$ 160.00

Confirmation Number 1234567890
Total Payment Amount: <information calculated by application>
Payment Date and Time: <MM/DD/CCYY HH:MM:SS (Pacific)>
Billing Name: <information entered by user>
Billing Address 1:
Billing Address 2:
Billing Telephone Number:
Email Address:
Credit Card Type: Display card type (American Express, Visa, MasterCard, Discover)
Credit Card Number: *****1111

(<Department identifier ID>)

This is a system generated email. Please do not reply.

For help or inquiries, contact us at <Dept. home page> or call us at (999) 999-9999.

Our business hours are 8:00 a.m. to 5:00 p.m. (Pacific), Monday through Friday, excluding Los Angeles County holidays.

Our office is located at

Email Confirmation Business Rules:

1. From address in the e-mail will be <vendor email address>.
2. If users reply to the e-mail they will receive an undeliverable message from vendor.

SECTION 7 – BATCH REFUND

A. Definitions

Record and Field Definitions

Various Record Types and Record fields may be referred to in this document in one of the following ways:

{Record Type Name - RECORD IDENTIFIER} identifies a specific record type.

For instance a Refund Transaction Request Record would be represented as {Refund Transaction Request Record - 2010}

{Record Type Name - RECORD IDENTIFIER}. [FIELD NAME] identifies a specific record type and field name.

For instance a Refund Transaction Request Record with the contained field VENDOR Merchant Code would be represented as {Refund Transaction Request Record - 2000}. [VENDOR MERCHANT CODE]

[FIELD NAME] identifies a specific field name within the context of documentation about a specific record type or group of record types that represent one transaction request or response.

For instance a Refund Transaction Request Record with the contained field VENDOR Merchant Code that refers specifically to refund transaction requests records would simply be represented as [VENDOR MERCHANT CODE].

Data Type Definitions

- **NUMERIC** – Numeric character with no designated field length. Only numeric characters are allowed and the field length is not designated.
Example: NUMERIC(5)
> Allows 35455
- **NUMERIC(x)** – Numeric character field exactly the length of x. Only numeric characters are allowed and the field length must be equivalent to x .
Example: NUMERIC(5)
> Allows 35455
> Disallows 423
> Disallows 425563
> Disallows 42R64
- **DECIMAL(18,2)** – Numeric character field up to the length of 18, not including the explicit decimal point. Only numeric characters are allowed after the decimal point.
Example: DECIMAL(18,2)
> Allows 0000000000001426.53
> Allows 1426.53
> Disallows 000000000000142.653
> Disallows 000000000000142653
- **VARCHAR(x)** – Variable character field up to the length of x. Any characters are allowed other than delimiting characters up to the length of the field.
Example: VARCHAR(4)
> Allows XXYY
> Disallows XXYYY
> Disallows XX|Y
- **DATETIME** – A date/time field represented in the format YYYY-MM-DDTHH:MM:SS.
Example: 01/02/2009 02:25:15 represented as 2009-01-02T02:25:15

Processing Parameters

Processing Times

1. Batch Processing times will be 10:00 pm CST, and 4:30 am CST.
2. The Request files will be processed immediately.
3. The Response files will be available on the SFTP server by 12:00 midnight (CST), and 8:00 am CST.

Allowable Characters

Valid ASCII characters for data field contents

Decimal values: 32-123, 125, 126

Character values (spaces are also valid): !"#\$%&'()*+,-

./0123456789:;<=>?@ABCDEFGHIJKLMNPNOPQRSTUVWXYZ[\]^_`abcdefghijklmnopqrstuvwxyz}{~

The following terms may be used to refer specific concepts within this document:

Submitter: A Merchant or Transaction Aggregator that has a standing agreement with Vendor for transaction processing.

Transaction Request File: A structured file sent to Vendor from a Submitter with the expectation that the transaction requests contained within will be processed through the Vendor Payment Gateway Platform.

Transaction Response File: A structured file made available by Vendor to a Submitter that is a direct transaction-by-transaction response to a Transaction Request File. That is to say a Transaction Request File has been fully validated and processed through Vendor's Payment Gateway Platform and the resulting Transaction Response File is a direct response to the submitted file.

Status Response File: A structured file that is made available by Vendor to a Submitter that states the current status of a submitted Transaction Request File. The Submitter will receive a Status Response File in one of three instances.

1. When a Transaction Request File is deemed to be valid and eligible for transaction processing.
2. When a Transaction Request File is deemed to be invalid and ineligible for transaction processing. The Status Response File in this instance will contain details as to the reason(s) for invalidation.
3. When a Transaction Request File has been manually marked as ineligible for processing at the Submitter's request.

Status Response Email: An Email notification that is sent by Vendor to specified contact(s) of the Submitter that states the given status of a submitted Transaction Request File. The Submitter contact(s) will receive a Status Response Email in one of four instances.

1. When a Transaction Request File is deemed to be valid and eligible for transaction processing.
2. When a Transaction Request File is deemed to be invalid and ineligible for transaction processing.
3. When a Transaction Request File has been manually marked as ineligible for processing at the Submitter's request.
4. When a Transaction Response File is available for retrieval by the Submitter.

File Exchange: All files will be exchanged between Vendor and the Submitters via Secure File Transfer (SFTP) protocol with Pretty Good Privacy (PGP) encryption of the exchanged files. Vendor shall provide a public key to the Submitter and the Submitter shall provide a public key to Vendor ensuring bi-directional security. Each Submitter will have an Input and Output directory associated with their SFTP login. Submitters will send Transaction Request Files to their Input folder for processing. Submitters will retrieve the corresponding Transaction Response Files and Status Response File from the Output directory.

B. Batch Refund Request Requirements

Following are refund requirements for:

- Request file
- Recurring transactions

Transaction Request File Systems Requirements

The Transaction Request File is passed to Vendor from a Submitter via File Exchange using SFTP protocol with PGP encryption. The file is used to process various transactions requests.

Note: At this time only Refund Transaction Requests and Recurring Transaction Requests are accepted through this interface.

Prior to processing a Transaction Request File, a series of validation checks will be performed to ensure that the information contained within the file meets the standards defined in this document.

If a file is determined to be valid a Status Response File will be generated and made available to the Submitter via File Exchange indicating that file is valid and well-formed.

If a file is determined to be invalid or mal-formed, the entire file will be rejected and considered ineligible for processing. A Status Response File will be generated and made available to the Submitter via File Exchange detailing the reason(s) the file was invalid.

It is the responsibility of the Submitter to adhere to the following list when submitting a Transaction Request File:

1. Each Request Filename must be unique by submitter if the file is successfully validated.
 - a. The Request Filename is limited to 50 alphanumeric characters. The only special characters allowed are underscores and periods.
 - b. The Request Filename is not case sensitive.
2. There are two types of output files: status and response.
3. The Status FileName will have one of the following suffixes attached to the RequestFileName:
 - a. .SUCCESS – a status file directly related to a request file that has been successfully validated.
 - b. .FAIL – a status file directly related to a request file that was determined to be invalid.
 - c. .HOLD – a status file applied upon a submitter's notification to delay request file processing for a specific file. However, files in process cannot be placed on hold.
 - d. .CANCEL – a status file applied when a submitter's notification to remove a request file from processing eligibility. However, files in process cannot be cancelled.

Note: Hold and Cancel are not available in this version of the Batch File Processing product.

4. Response Files represent transaction processing outcomes of a specific request file.
 - a. The Response File filename = RequestFileName.RESPONSE.
5. All Record Type Fields must be delimited. Allowed delimiters are tab or pipe.
6. {File Header - 0001} and {File Footer - 9999} are required for every Transaction Request File and Transaction Response File.
7. Rows must be terminated with a Carriage Return \ Line Feed. (a.k.a. "CRLF" or "\r\n").
8. There can only be one instance of each request/response segment type per file. For instance, there may only be one Refund Request Segment per file.
9. For Refund Transaction Requests, a segment is delineated by a {Refund Transaction Request Segment Header - 2000} record and a corresponding {Refund Transaction Request Segment Footer - 2099} record.
10. For Recurring Transaction Requests, a segment is delineated by a {Recurring Transaction Request Segment Header - 2100} record and a corresponding {Recurring Transaction Request Segment Footer - 2199} record.
11. If used, the Line Item ID must be unique. Duplicate Line Item IDs within the same transaction request will be rejected.

12. Each field must be in agreement with the data type (explained in Data Type Definitions) as specified in the record layout tables in this section.
13. UserPart# fields are client-configurable and are, therefore, not validated.

Transaction Request File Format and Business Requirements

File Header

Identifies the beginning of a Batch Transaction Processing file being submitted to or returned by Vendor. A file header will be included in every transaction request and transaction response file.

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '0001'
CLIENT NAME	VARCHAR(255)	Y	Name of the Submitter
PARTNER CODE	VARCHAR(5)	N	A Partner Code assigned to the Submitter by Vendor when applicable
VERSION	VARCHAR(4)	Y	Literal '1.0'
DATE/TIME STAMP	DATETIME	Y	ISO 8601 format: yyyy-mm-ddThh:mm:ss Date/Time the file was created
FILE TYPE	VARCHAR(25)	Y	Literal 'REQUEST'

Request File Business Rules

1. When *FILE TYPE+ is populated with 'REQUEST', this indicates a file that is being submitted to Vendor for transaction request processing.

Refund Transaction Segment Header

With a Transaction Request File, use the Refund Transaction Segment Header to identify the beginning of a segment of refund transaction requests

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2000'
TYPE OF RECORDS	VARCHAR(25)	Y	Literal 'REFUND'

Refund Transaction Request Segment Business Rules

1. {Refund Transaction Segment Header - 2000} must have a corresponding {Refund Transaction Segment Footer - 2099} to complete a Refund Transaction Request Segment.
2. All Refund Transaction Requests contained in a Refund Transaction Segment must have a successful corresponding seeded or original transaction that is of a positive amount. Refund Transaction Requests that cannot be related to an original transaction will be declined.
3. A Refund Transaction Request for a single Original Transaction ID may only be represented once within a single Refund Transaction Request Segment.

Refund Transaction Request

Use this record type when requesting a refund transaction containing only one line item

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2010'
VENDOR	VARCHAR(25)	Y	Merchant Code Assigned by Vendor

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MERCHANT CODE			
PASSWORD	VARCHAR(50)	Y	Password Assigned by Vendor
SETTLE MERCHANT CODE	VARCHAR(25)	Y	Settle Merchant Code Assigned by Vendor
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	The Transaction ID of the transaction being refunded
REFUND AMOUNT	DECIMAL(18,2)	Y	The amount to be refunded in positive decimal
USER PART 1	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction. It is recommended that Submitter use this field to uniquely identify the refund request
USER PART 2	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 3	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 4	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 5	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 6	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
LINE ITEM USER PART 1	VARCHAR(255)	N	Variable data field defined by the submitter applied to the line item
LINE ITEM USER PART 2	VARCHAR(255)	N	Variable data field defined by the submitter applied to the line item
LINE ITEM USER PART 3	VARCHAR(255)	N	Variable data field defined by the submitter applied to the line item
COMMENTS	VARCHAR(200)	N	Any comments associated with refund request

Refund Transaction Request Business Rules

1. When processing a refund transaction request, if the original transaction has not settled and batched (i.e. is open) at time of processing, the refund request will be processed as a "void" and a new transaction will not be generated.
2. If the original transaction has batched and settled (i.e. is closed) at time of processing, the request will be processed as a "refund". In other words, a new transaction with negative amounts will be generated against the original transaction.
3. This record type identifies a single Refund Transaction Request. The request may a full refund or full void if the [REFUND AMOUNT] is equal to the original transaction amount. If the [REFUND AMOUNT] is less than the original transaction amount then the request will be processed as a "partial refund" or "partial void".
4. Partial refunds will accept a *REFUND AMOUNT+ up to the "merchant amount" of the original transaction. The Merchant Amount is the price of the transaction not including the convenience fee. The Convenience Fee will not be refunded for partial amount refund requests. After a partial Refund Transaction Request has been processed against an original transaction it is no longer eligible for a full refund.
5. Full refunds will accept a [REFUND AMOUNT] up to the full transaction amount of the original transaction. The Convenience Fee will only be refunded in the event of a full amount refund requests.
6. Information passed in the [USER PART 1] - [USER PART 6] fields and the [LINE ITEM USER PART 1] - [LINE ITEM USER PART 3] fields will be echoed back in the output file in the corresponding fields. If those fields are not populated in the request file they will not be populated in the response file.
7. Vendor will not persist the [USER PART 1] - [USER PART 6] and [LINE ITEM USER PART 1] - [LINE ITEM USER PART 3] data from original transaction to the refund transaction.

Refund Transaction Header Request (Refund Transaction Request Group)

Use this record type when requesting a refund transaction containing one or more line item(s)

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2011'
VENDOR MERCHANT CODE	VARCHAR(25)	Y	Merchant Code Assigned by Vendor
PASSWORD	VARCHAR(50)	Y	Password Assigned by Vendor
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	The Transaction ID of the transaction being refunded
USER PART 1	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction. It is recommended that Submitter use this field to uniquely identify the refund request
USER PART 2	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 3	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 4	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 5	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 6	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
COMMENTS	VARCHAR(200)	N	Any comments associated with refund request

Refund Transaction Detail Request (Refund Transaction Request Group)

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2012'
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	The Transaction ID of the transaction being refunded
LINE ITEM ID	NUMERIC	Y	Line Item number of the original line item being refunded
SETTLE MERCHANT CODE	VARCHAR(25)	Y	Settle Merchant Code Assigned by Vendor
REFUND AMOUNT	DECIMAL(18,2)	Y	The amount to be refunded in positive decimal
LINE ITEM USER PART 1	VARCHAR(255)	N	Variable data field defined by the submitter applied to the line item
LINE ITEM USER PART 2	VARCHAR(255)	N	Variable data field defined by the submitter applied to the line item
LINE ITEM USER PART 3	VARCHAR(255)	N	Variable data field defined by the submitter applied to the line item

Refund Transaction Footer Request (Refund Transaction Request Group)

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2015'
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	The Transaction ID of the transaction being refunded

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LINE ITEM COUNT	NUMERIC	Y	Count of associated {Refund Transaction Request Line Item Detail:2012} records
LINE ITEM AMOUNT	DECIMAL(18,2)	Y	Sum of all associated {Refund Transaction Request Line Item Detail:2012}.[REFUND AMOUNT] records

Refund Transaction Request Group Business Rules

1. This record group type is only eligible for partial refunds as a convenience fee amount is not represented in the detail record type.
2. This type of refund transaction request is broken into 3 record types. Each refund request of this type will consist of 1 header record, 1 or more detail records & 1 footer record. A grouping of these record types represents one refund request.

{Refund Transaction Header Request – 2011}

{Refund Transaction Detail Request – 2012}

{Refund Transaction Footer Request - 2015}

3. Information passed in the [USER PART 1] - [USER PART 6] fields and the [LINE ITEM USER PART 1] - [LINE ITEM USER PART 3] fields will be echoed back in the output file in the corresponding fields. If those fields are not populated in the input file they will not be populated in the output file.
4. Vendor will not persist the [USER PART 1] - [USER PART 6] and [LINE ITEM USER PART 1] - [LINE ITEM USER PART 3] data from original transaction to the refund transaction.
5. If the original transaction has not settled and batched (i.e. is open) at time of processing, the refund request will be processed as a "modified authorization" of the original transaction and a new transaction will not be generated.
6. If the original transaction has batched and settled (i.e. is closed) at time of processing, the request will be processed as a refund. In other words, a new transaction with negative amounts will be generated against the original transaction.
7. [REFUND AMOUNT] and [SETTLE MERCHANT CODE] fields reside at the detail record type rather than the header record type.
8. The sum total of the [REFUND AMOUNT] fields contained in the 1 or more detail records must equal the [LINE ITEM AMOUNT] field in the footer record.
9. The Refund Amount should always be in positive dollars. Negative signs (-) contained within the amount field will cause the file to be rejected.

Refund Segment Footer

With a Transaction Request File, use the Refund Segment Footer to identify the end of a segment of refund transaction requests

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2099'
REFUND COUNT	NUMERIC	Y	Count of associated {Refund Transaction Request Line Item Detail - 2010} and {Refund Transaction Request Line Item Header - 2011} records in the refund segment
TOTAL AMOUNT	DECIMAL(18,2)	Y	Sum of all associated {Refund Transaction Request - 2010}.[REFUND AMOUNT] and associated {Refund Transaction Detail Request – 2012}.[REFUND AMOUNT] value in the refund segment

Transaction Request File- Recurring Transaction Segment File Format and Business Requirements

Recurring Transaction Segment Header

With a Transaction Request File, use the Recurring Transaction Segment Header to identify the beginning of a segment of recurring transaction records

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2100'
TYPE OF RECORDS	VARCHAR(25)	Y	Literal 'RECURRING'

Recurring Segment Business Rules

- {Recurring Transaction Segment Header - 2100} must have a corresponding {Recurring Transaction Segment Footer - 2199} to complete a Recurring Transaction Request Segment.
- All recurring transaction requests contained in a Recurring Transaction Request Segment must have a successful corresponding seeded or original transaction that has been closed and batched. Any Recurring Transaction Requests that do not meet these criteria will be declined.

Recurring Transaction Request

Use this record type when requesting a recurring transaction containing only one line item

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2110'
VENDOR MERCHANT CODE	VARCHAR(25)	Y	Merchant Code Assigned by Vendor
PASSWORD	VARCHAR(50)	Y	Password Assigned by Vendor
SETTLE MERCHANT CODE	VARCHAR(25)	Y	Settle Merchant Code Assigned by Vendor
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	The Transaction ID of the original reference (seeded) transaction
MERCHANT AMOUNT	DECIMAL(18,2)	Y	Total amount of goods/services for external client
FEE AMOUNT	DECIMAL(18,2)	Y	Total fee charged for the transaction
USER PART 1	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction. It is recommended that Submitter use this field to uniquely identify the transaction request
USER PART 2	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 3	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 4	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 5	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 6	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
LINE ITEM USER PART 1	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
LINE ITEM USER PART 2	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
LINE ITEM USER PART 3	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction

Recurring Transaction Request Business Rules

1. Information passed in the [USER PART 1] - [USER PART 6] fields and the [LINE ITEM USER PART 1] - [LINE ITEM USER PART 3] fields will be echoed back in the response file in the corresponding fields. If those fields are not populated in the request file they will not be populated in the response file.
2. Vendor will persist the [USER PART 1] - [USER PART 6] data from original transaction to the recurring transaction if the User Part value is an empty string.
3. That is if [USER PART 1] is empty then the new payment will persist the [USER PART 1] data from the original transaction. This applies for [USER PART 1] - [USER PART 6].
4. If the original transaction is not successful, the Recurring Transaction Request will be declined.
5. If the original transaction has not settled and batched (i.e. is open) at time of processing, the Recurring Transaction Request will be declined.

Recurring Transaction Header Request (Recurring Transaction Request Group)

Use this record type when requesting a recurring transaction containing one or more line item(s)

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2111'
VENDOR MERCHANT CODE	VARCHAR(25)	Y	Merchant Code Assigned by Vendor
PASSWORD	VARCHAR(50)	Y	Password Assigned by Vendor
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	The Transaction ID of the original reference (seeded) transaction
USER PART 1	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction. It is recommended that Submitter use this field to uniquely identify the transaction request
USER PART 2	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 3	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 4	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 5	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
USER PART 6	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction

Recurring Transaction Detail Request (Recurring Transaction Request Group)

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2112'
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	The Transaction ID of the original reference (seeded) transaction
LINE ITEM ID	NUMERIC	Y	The sequential Line Item number
SETTLE MERCHANT CODE	VARCHAR(25)	Y	Settle Merchant Code Assigned by Vendor
MERCHANT AMOUNT	DECIMAL(18,2)	Y	Amount of goods / services for external client for the specified line item

FEE AMOUNT	DECIMAL(18,2)	Y	Convenience fee charged for the transaction for the specified line item
LINE ITEM USER PART 1	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
LINE ITEM USER PART 2	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction
LINE ITEM USER PART 3	VARCHAR(255)	N	Variable data field defined by the submitter applied to the transaction

Recurring Transaction Footer Request (Recurring Transaction Request Group)

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2115'
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	The Transaction ID of the original reference (seeded) transaction
LINE ITEM COUNT	NUMERIC	Y	Count of associated {Recurring Transaction Detail Request - 2112} records
LINE ITEM MERCHANT AMOUNT	DECIMAL(18,2)	Y	Sum of all associated {Recurring Transaction Detail Request - 2112}.[MERCHANT AMOUNT] records
LINE ITEM FEE AMOUNT	DECIMAL(18,2)	Y	Sum of all associated {Recurring Transaction Detail Request - 2112}.[FEE AMOUNT] records

Recurring Transaction Request Group Business Rules

1. This type of recurring transaction request is broken into 3 record types. Each refund request of this type will consist of 1 header record, 1 or more detail records & 1 footer record. A grouping of these record types represents one recurring transaction request.

{Recurring Transaction Header Request – 2111}

{Recurring Transaction Detail Request – 2112}

{Recurring Transaction Footer Request - 2115}

2. Information passed in the [USER PART 1] - [USER PART 6] fields and the [LINE ITEM USER PART 1] - [LINE ITEM USER PART 3] fields will be echoed back in the response file in the corresponding fields. If those fields are not populated in the request file they will not be populated in the response file.

3. Vendor will persist the [USER PART 1] - [USER PART 6] data from original transaction to the recurring transaction if the User Part value is an empty string.

4. That is if [USER PART 1] is empty then the new payment will persist the [USER PART 1] data from the original transaction. This applies for [USER PART 1] - [USER PART 6].

5. If the original transaction is not successful, the Recurring Transaction Request will be declined.

6. If the original transaction has not settled and batched (i.e. is open) at time of processing, the Recurring Transaction Request will be declined.

7. [MERCHANT AMOUNT], [FEE AMOUNT] and [SETTLE MERCHANT CODE] fields reside at the detail record type rather than the header record type.

8. The sum total of the [MERCHANT AMOUNT] fields contained in the 1 or more detail records must equal the [LINE ITEM MERCHANT AMOUNT] field in the footer record.

9. The sum total of the [FEE AMOUNT] fields contained in the 1 or more detail records must equal the [LINE ITEM FEE AMOUNT] field in the footer record.

Recurring Segment Footer

With a Transaction Request File, use the Recurring Segment Footer to identify the end of a segment of recurring transaction records

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2199'
RECURRING COUNT	NUMERIC	Y	Count of associated {Recurring Transaction Request - 2110} and {Recurring Transaction Request Header - 2111} records in the Recurring Transaction Request segment.
TOTAL AMOUNT	DECIMAL(18,2)	Y	Sum of all {Recurring Transaction Request - 2110}. [MERCHANT AMOUNT], {Recurring Transaction Request - 2110}. [FEE AMOUNT], {Recurring Transaction Request Detail - 2112}. [MERCHANT AMOUNT] and {Recurring Transaction Request Detail - 2112}. [FEE AMOUNT] values in the recurring transaction request segment.

File Footer

Identifies the end of a Batch Transaction Processing file being submitted to or returned by Vendor

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '9999'
FILE ROW COUNT	NUMERIC	Y	Total number of rows in the file including all headers and footers.
SEGMENT COUNT	NUMERIC	Y	Count of segments. A segment is defined by the segment footer (e.g. 2099, 2199, etc.).
SEGMENT TOTAL AMOUNT	NUMERIC	Y	Sum of segment footer [TOTAL AMOUNT] fields.

C. Transaction Response File System Requirements

The Transaction Response File is made available by Vendor to the Submitter via File Exchange and is used to inform the Submitter of the transaction processing outcome of a single Transaction Request File.

The Transaction Response File will have the following attributes:

1. All Record Type Fields must be delimited. Allowed delimiters are tab or pipe.
2. {File Header - 0001} and {File Footer - 9999} are required for every Transaction Request File and Transaction Response File.
3. Rows must be terminated with a Carriage Return \ Line Feed. (a.k.a. "CRLF" or "\r\n").
4. There can only be one instance of each request/response segment type per file.
5. For Refund Transaction Responses, a segment is delineated by a {Refund Transaction Segment Header - 2000} record and a corresponding {Refund Transaction Segment Footer - 2099} record.
6. For Recurring Transaction Responses, a segment is delineated by a {Recurring Transaction Segment Header - 2100} record and a corresponding {Recurring Transaction Segment Footer - 2199} record.
7. If used, the Line Item ID must be unique and sequential starting at 1. Duplicate Line Item IDs within the same transaction request will be rejected.
8. Each field must be in agreement with the data type (explained in Data Type Definitions) specified in the record layout tables in this section.
9. A Transaction Response File will be a one-to-one record match to a single Transaction Request File.

Transaction Response File format and Business Requirements

File Header

Identifies the beginning of a Batch Transaction Processing file being submitted to or returned by Vendor. A file header will be included in every transaction request and transaction response file.

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '0001'
CLIENT NAME	VARCHAR(255)	Y	Name of the Submitter
PARTNER CODE	VARCHAR(5)	N	A Partner Code assigned to the Submitter by Vendor when applicable
VERSION	VARCHAR(4)	Y	Literal '1.0'
DATE/TIME STAMP	DATETIME	Y	ISO 8601 format: yyyy-mm-ddThh:mm:ss Date/Time the file was created
FILE TYPE	VARCHAR(6)	Y	Literal 'RESPONSE'

Response File Business Rules

1. When *FILE TYPE+ is populated with 'RESPONSE', this indicates a file that is has been generated by Vendor and is a direct response to a 'REQUEST' file.

Refund Transaction Segment Header

With a Transaction Response File, use the Refund Transaction Segment Header to identify the beginning of a segment of refund transaction responses

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2000'
TYPE OF RECORDS	VARCHAR(7)	Y	Literal 'REFUND'

Refund Transaction Request Response Business Rules

1. {Refund Transaction Request Segment Header - 2000} must have a corresponding {Refund Transaction Request Segment Footer - 2099} to complete a Refund Transaction Request Segment.

Refund Transaction Response Record

Use this record type when requesting a refund transaction response containing only one line item

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2020'
VENDOR MERCHANT CODE	VARCHAR(25)	Y	Value echoed verbatim from the corresponding {Refund Transaction Request:2010} record
SETTLE MERCHANT CODE	VARCHAR(25)	Y	Value echoed verbatim from the corresponding {Refund Transaction Request:2010} record
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	Value echoed verbatim from the corresponding {Refund Transaction Request:2010} record
REFUND AMOUNT	DECIMAL(18,2)	Y	Value echoed verbatim from the corresponding {Refund Transaction Request:2010} record
USER PART 1	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Refund Transaction Request:2010} record
USER PART 2	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Refund Transaction Request:2010} record
USER PART 3	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Refund Transaction Request:2010} record
USER PART 4	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Refund Transaction Request:2010} record
USER PART 5	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Refund Transaction Request:2010} record
USER PART 6	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Refund Transaction Request:2010} record
LINE ITEM USER PART 1	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Refund Transaction Request:2010} record
LINE ITEM USER PART 2	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Refund Transaction Request:2010} record
LINE ITEM USER PART 3	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Refund Transaction Request:2010} record
TRANSACTION ID	NUMERIC(10)	Y	The [TRANSACTION ID] is the Transaction ID of the new transaction if a refund or partial refund is performed. If a full void or partial void is performed, the returned [TRANSACTION ID] will be the same as the [ORIGINAL TRANSACTION ID]

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REVERSAL TYPE	VARCHAR(2)	Y	The [REVERSAL TYPE] indicates whether the original transaction was either fully voided (FV), partially voided (PV) (i.e. the amount of the originally transaction amount was modified to be of a lesser amount), fully refunded (FR) or partially refunded. FV - FULL VOID PV – PARTIAL VOID FR – FULL REFUND
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FIELD	DATA TYPE	REQ?	DESCRIPTION
			PR – PARTIAL REFUND No value will be supplied for invalid records.
RETURN CODE	VARCHAR(15)	Y	The [RETURN CODE] is generated by Vendor. See Appendix H for a list of Vendor Return Codes.
TRANSACTION TIMESTAMP	DATETIME	Y	The [TRANSACTION TIMESTAMP] is the timestamp of the new transaction if a refund or partial refund is performed. If a full void or partial void is performed, the returned [TRANSACTION TIMESTAMP] will be the same as that of the original transaction. No value will be supplied for invalid records.
AUTHORIZATION CODE	VARCHAR(50)	N	The [AUTHORIZATION CODE] is the code generated by the authorizing institution. In some cases this field may be empty even if the request is honored depending on the behavior of the backend processor.
TRANSACTION STATUS	NUMERIC	Y	The [STATUS] code is generated by Vendor and indicates where in the process a particular transaction may be. 0 - The refund request failed 1 - The refund request was successful 2 - The original transaction was fully voided

Refund Transaction Header Response (Refund Transaction Response Group)

Use this record type when requesting a refund transaction response containing one or more line item(s)

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2021'
VENDOR MERCHANT CODE	VARCHAR(32)	Y	Value echoed verbatim from the corresponding {Refund Transaction Request Line Item Header:2011} record
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	Value echoed verbatim from the corresponding {Refund Transaction Request Line Item Header:2011} record
USER PART 1	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Refund Transaction Request Line Item Header:2011} record
USER PART 2	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Refund Transaction Request Line Item Header:2011} record
USER PART 3	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Refund Transaction Request Line Item Header:2011} record
USER PART 4	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Refund Transaction Request Line Item Header:2011} record

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USER PART 5	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Refund Transaction Request Line Item Header:2011} record
USER PART 6	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Refund Transaction Request Line Item Header:2011} record
TRANSACTION ID	NUMERIC(10)	Y	The [TRANSACTION ID] is the Transaction ID of the new transaction if a refund or partial refund is performed. If a full void or partial void is performed, the returned [TRANSACTION ID] will be the same as the [ORIGINAL TRANSACTION ID]
REVERSAL TYPE	VARCHAR(2)	Y	The [REVERSAL TYPE] indicates whether the original transaction was either fully voided (FV), partially voided (PV) (i.e. the amount of the originally transaction amount was modified to be of a lesser amount), fully refunded (FR) or partially refunded. FV - FULL VOID PV – PARTIAL VOID FR – FULL REFUND PR – PARTIAL REFUND No value will be supplied for invalid records.
RETURN CODE	VARCHAR(15)	Y	The [RETURN CODE] is generated by Vendor. See Appendix H for a list of Vendor Return Codes.
TRANSACTION TIMESTAMP	DATETIME	Y	The [TRANSACTION TIMESTAMP] is the timestamp of the new transaction if a refund or partial refund is performed. If a full void or partial void is performed, the returned [TRANSACTION TIMESTAMP] will be the same timestamp as that of the original transaction. No value will be supplied for invalid records.
AUTHORIZATION CODE	VARCHAR(50)	N	The [AUTHORIZATION CODE] is the code generated by the authorizing
FIELD	DATA TYPE	REQ?	DESCRIPTION
			institution. In some cases this field may be empty even if the request is honored depending on the behavior of the backend processor.
TRANSACTION STATUS	NUMERIC	Y	The [STATUS] code is generated by Vendor and indicates where in the process a particular transaction may be. 0 – The refund request failed 1 - The refund request was successful 2 - The original transaction was fully voided

Refund Transaction Detail Response (Refund Transaction Response Group)

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2022'
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	This value is echoed verbatim from the corresponding {Refund Transaction Request Line Item Detail:2012} record
LINE ITEM ID	NUMERIC	Y	This value is echoed verbatim from the corresponding {Refund Transaction Line Item Detail Request:2012} record
SETTLE MERCHANT CODE	VARCHAR(25)	Y	This value is echoed verbatim from the corresponding {Refund Transaction Line Item Detail Request:2012} record

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REFUND AMOUNT	DECIMAL(18,2)	Y	This value is echoed verbatim from the corresponding {Refund Transaction Line Item Detail Request:2012} record
LINE ITEM USER PART 1	VARCHAR(255)	N	This value is echoed verbatim from the corresponding {Refund Transaction Line Item Detail Request:2012} record
LINE ITEM USER PART 2	VARCHAR(255)	N	This value is echoed verbatim from the corresponding {Refund Transaction Line Item Detail Request:2012} record
LINE ITEM USER PART 3	VARCHAR(255)	N	This value is echoed verbatim from the corresponding {Refund Transaction Line Item Detail Request:2012} record

Refund Transaction Footer Response (Refund Transaction Response Group)

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2025'
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	This value is echoed verbatim from the corresponding {Refund Transaction Line Item Footer Request:2015} record
LINE ITEM COUNT	NUMERIC	Y	Count of all associated {Refund Transaction Line Item Detail Response:2022} records
LINE ITEM AMOUNT	DECIMAL(18,2)	Y	Sum of all associated {Refund Transaction Line Item Detail Response:2022}.[REFUND AMOUNT] records

Refund Transaction Segment Footer

With a Transaction Response File, use the Refund Segment Footer to identify the end of a segment of refund transaction responses

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2099'
REFUND COUNT	NUMERIC	Y	Count of associated {Refund Transaction Response Line Item Detail - 2020} and {Refund Transaction Response Line Item Header - 2021} records in the refund segment.
REFUND AMOUNT	DECIMAL(18,2)	Y	Sum of all associated {Refund Transaction Response Line Item Detail - 2020}. [REFUND AMOUNT] and associated {Refund Transaction Response Line Item Detail - 2022}. [MERCHANT AMOUNT] value in the refund segment.

Transaction Response File- Recurring Transaction File Format and Business Requirements

Recurring Transaction Segment Header

With a Transaction Response File, use the Recurring Transaction Segment Header to identify the beginning of a segment of recurring transaction records responses

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2100'
TYPE OF RECORDS	VARCHAR(25)	Y	Literal 'RECURRING'

Recurring Transaction Segment Business Rules

1. {Recurring Segment Header - 2100} must have a corresponding {Recurring Segment Footer - 2199} to complete a Recurring Transaction Segment.
2. All recurring transaction responses contained in a Recurring Transaction Segment will be a direct response to a single Recurring Transaction Request.

Recurring Transaction Response

Use this record type when responding to a recurring transaction containing only one line item

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2120'
VENDOR MERCHANT CODE	VARCHAR(25)	Y	Value echoed verbatim from the corresponding {Recurring Transaction Request:2110} record
SETTLE MERCHANT CODE	VARCHAR(25)	Y	Value echoed verbatim from the corresponding {Recurring Transaction Request:2110} record
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	Value echoed verbatim from the corresponding {Recurring Transaction Request:2110} record
MERCHANT AMOUNT	DECIMAL(18,2)	Y	Value echoed verbatim from the corresponding {Recurring Transaction Request:2110} record
FEE AMOUNT	DECIMAL(18,2)	Y	Value echoed verbatim from the corresponding {Recurring Transaction Request:2110} record
USER PART 1	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Request:2110} record
USER PART 2	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Request:2110} record
USER PART 3	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Request:2110} record
USER PART 4	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Request:2110} record
USER PART 5	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Request:2110} record
USER PART 6	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Request:2110} record
LINE ITEM USER PART 1	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Request:2110} record
LINE ITEM USER PART 2	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Request:2110} record
LINE ITEM USER PART 3	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Request:2110} record
TRANSACTION ID	NUMERIC(10)	Y	The [TRANSACTION ID] is the Transaction ID of the new transaction if a refund or partial refund is performed. If a full void or partial void is performed, the returned [TRANSACTION ID] will be the same as the [ORIGINAL TRANSACTION ID]

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RETURN CODE	VARCHAR(15)	Y	The [RETURN CODE] is generated by Vendor. See Appendix H for a list of Vendor Return Codes.
TRANSACTION TIMESTAMP	DATETIME	Y	The [TRANSACTION TIMESTAMP] is the timestamp of the new transaction if a refund or partial refund is performed. If a full void or partial void is performed, the returned [TRANSACTION TIMESTAMP] will be the same as that of the original transaction.
FIELD	DATA TYPE	REQ?	DESCRIPTION
AUTHORIZATION CODE	VARCHAR(50)	N	The [AUTHORIZATION CODE] is the code generated by the authorizing institution. In some cases this field may be empty even if the request is honored depending on the behavior of the backend processor.
TRANSACTION STATUS	NUMERIC	Y	The [STATUS] code is generated by Vendor and indicates where in the process a particular transaction may be. 0 – The recurring request failed 1 - The recurring request was successful

Recurring Transaction Header Response (Recurring Transaction Request Group)

Use this record type when responding to a recurring transaction containing one or more line item(s)

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2121'
VENDOR MERCHANT CODE	VARCHAR(25)	Y	Value echoed verbatim from the corresponding {Recurring Transaction Header Request:2111} record
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	Value echoed verbatim from the corresponding {Recurring Transaction Header Request:2111} record
USER PART 1	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Header Request:2111} record
USER PART 2	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Header Request:2111} record
USER PART 3	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Header Request:2111} record
USER PART 4	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Header Request:2111} record
USER PART 5	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Header Request:2111} record
USER PART 6	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Header Request:2111} record
TRANSACTION ID	NUMERIC(10)	Y	The [TRANSACTION ID] is the Transaction ID of the new transaction if a refund or partial refund is performed. If a full void or partial void is performed, the returned [TRANSACTION ID] will be the same as the [ORIGINAL TRANSACTION ID]
RETURN CODE	VARCHAR(15)	Y	The [RETURN CODE] is generated by Vendor. See Appendix H for a list of Vendor Return Codes.

ATTACHMENT A.5 (Section 7 – Batch Refund)

TRANSACTION TIMESTAMP	DATETIME	Y	The [TRANSACTION TIMESTAMP] is the timestamp of the new transaction if a refund or partial refund is performed. If a full void or partial void is performed, the returned [TRANSACTION TIMESTAMP] will be the same as that of the original transaction.
AUTHORIZATION CODE	VARCHAR(50)	N	The [AUTHORIZATION CODE] is the code generated by the authorizing institution. In some cases this field may be empty even if the request is honored depending on the behavior of the backend processor.
TRANSACTION STATUS	NUMERIC	Y	The [STATUS] code is generated by Vendor and indicates where in the process a particular transaction may be. 0 – The recurring request failed 1 - The recurring request was successful

Recurring Transaction Detail Response (Recurring Transaction Request Group)

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2122'

FIELD	DATA TYPE	REQ?	DESCRIPTION
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	Value echoed verbatim from the corresponding {Recurring Transaction Detail Request:2112} record
LINE ITEM ID	NUMERIC	Y	Value echoed verbatim from the corresponding {Recurring Transaction Detail Request:2112} record
SETTLE MERCHANT CODE	VARCHAR(25)	Y	Value echoed verbatim from the corresponding {Recurring Transaction Detail Request:2112} record
MERCHANT AMOUNT	DECIMAL(18,2)	Y	Value echoed verbatim from the corresponding {Recurring Transaction Detail Request:2112} record
FEE AMOUNT	DECIMAL(18,2)	Y	Value echoed verbatim from the corresponding {Recurring Transaction Detail Request:2112} record
LINE ITEM USER PART 1	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Detail Request:2112} record
LINE ITEM USER PART 2	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Detail Request:2112} record
LINE ITEM USER PART 3	VARCHAR(255)	N	Value echoed verbatim from the corresponding {Recurring Transaction Detail Request:2112} record

Recurring Transaction Footer Response (Recurring Transaction Request Group)

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2125'
ORIGINAL TRANSACTION ID	NUMERIC(10)	Y	Value echoed verbatim from the corresponding {Recurring Transaction Footer Request:2115} record
LINE ITEM COUNT	NUMERIC	Y	Count of associated {Recurring Transaction Detail Response - 2122} records

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LINE ITEM MERCHANT AMOUNT	DECIMAL(18,2)	Y	Sum of all associated {Recurring Transaction Detail Response - 2122}.[MERCHANT AMOUNT] records
LINE ITEM FEE AMOUNT	DECIMAL(18,2)	Y	Sum of all associated {Recurring Transaction Detail Response - 2122}.[FEE AMOUNT] records

Recurring Segment Footer

With a Transaction Response File, use the Refund Segment Footer to identify the end of a segment of refund transaction responses

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '2199'
RECURRING COUNT	NUMERIC	Y	Count of associated {Recurring Transaction Response - 2120} and {Recurring Transaction Header Response - 2121} records in the Recurring Transaction Segment
TOTAL AMOUNT	DECIMAL(18,2)	Y	Sum of all {Recurring Transaction Request - 2120}. [MERCHANT AMOUNT], {Recurring Transaction Request - 2120}. [FEE AMOUNT], {Recurring Transaction Request Detail - 2122}. [MERCHANT AMOUNT] and {Recurring Transaction Request Detail - 2122}. [FEE AMOUNT] values in the recurring transaction request segment.

File Footer

Identifies the end of a Batch Transaction Processing file being submitted to or returned by Vendor

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '9999'
FILE ROW COUNT	NUMERIC	Y	Total number of rows in the file including all headers and footers.
SEGMENT COUNT	NUMERIC	Y	Count of segments. A segment is defined by the segment footer (e.g. 2099, 2199, etc.).
SEGMENT TOTAL AMOUNT	NUMERIC	Y	Sum of segment footer amounts.

D. Status File System Requirements

The Status File is made available by Vendor to the Submitter via File Exchange and is used to inform the Submitter of file validation outcome and processing status.

The Status File will have the following attributes:

1. All Record Type Fields must be delimited. Allowed delimiters are tab or pipe.
2. {Status File Header - 0010} and {Status File Footer - 0011} are required for every Status File.
3. Rows must be terminated with a Carriage Return \ Line Feed. (a.k.a. "CRLF" or "\r\n").
4. There can only be one instance of each validation type segments (i.e., format and value) per file.
5. For Status Files, a file format validation segment is delineated by a {File Format Validation Segment Header - 0100} record and a corresponding {File Format Validation Segment Footer - 0102} record.
6. For Status Files, a field value validation segment is delineated by a {Field Value Validation Segment Header - 0103} record and a corresponding {Field Value Validation Segment Footer - 0105} record.
7. Each field must be in agreement with the data type (explained in Data Type Definitions) specified in the record layout tables in this section.

Status File Format and Business Requirements

Status File Header

Identifies the beginning of a Status Message File

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '0010'
FILE NAME	VARCHAR(255)	Y	The [FILE NAME] field is the name of the original corresponding Transaction Request File.
FILE STATUS	VARCHAR(1)	Y	The [STATUS] field indicates the processing status of the original corresponding Transaction Request File. Possible values are as follows: S – The file passes validation routines F – The file fails validation routines C – The file is canceled for processing H – The file is held for processing

File Format Validation Segment Header

With a Status File, use this record type to identify the beginning of a Format Validation segment

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '0100'
TYPE OF RECORDS	VARCHAR(25)	Y	Literal 'FORMAT VALIDATION'

File Format Validation Segment Header Business Rules

1. Each {File Format Validation Segment Header - 0100} must have a corresponding {File Format Validation Segment Footer - 0102} to complete a Format Validation Segment.

File Format Validation Detail

This record type Identifies a file format validation exception encountered while validating a corresponding Transaction Request File

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '0101'
LINE NUMBER	NUMERIC	Y	The [LINE NUMBER] field indicates the line number in the Transaction Request File that encountered a file format validation exception.
ERROR MESSAGE	VARCHAR(255)	Y	The [ERROR MESSAGE] field describes the nature of the file format validation exception.
LINE OF RECORD	TEXT	Y	The [LINE OF RECORD] field contains the verbatim record line that encountered the file format validation exception.

File Format Validation Segment Footer

Identifies the end of Format Validation segment

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '0102'
EXCEPTION COUNT	NUMERIC	Y	The [EXCEPTION COUNT] field contains a count of all {File Format Validation Detail - 101} contained in the corresponding File Format Validation Segment.

Field Value Validation Segment Header

With a Status File, use this record type to identify the beginning of a Field Value Validation segment

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '0103'
TYPE OF RECORDS	VARCHAR(25)	Y	Literal 'VALUE VALIDATION'

Value Validation Segment Header Business Rules

1. Each {Field Value Validation Segment Header - 0103} must have a corresponding {Field Value Validation Segment Footer - 0105} to complete a Field Value Validation Segment.

Field Value Validation Detail

Identifies a field value validation exception encountered while validating a corresponding Transaction Request File

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '0104'
LINE NUMBER	NUMERIC	Y	The [LINE NUMBER] field indicates the line number in the Transaction Request File that encountered a field value validation exception.

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ERROR MESSAGE	VARCHAR(255)	Y	The [ERROR MESSAGE] field describes the nature of the field value validation exception.
LINE OF RECORD	TEXT	Y	The [LINE OF RECORD] field contains the verbatim record line that encountered the field value validation exception.

Field Value Validation Segment Footer

Identifies the end of Field Value Validation segment

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '0105'
EXCEPTION COUNT	NUMERIC	Y	The [EXCEPTION COUNT] field contains a count of all {Field Value Validation Detail - 104} contained in the corresponding Field Value Validation Segment.

Status File Footer

Identifies the end of a Status Message File

FIELD	DATA TYPE	REQ?	DESCRIPTION
RECORD IDENTIFIER	NUMERIC	Y	Literal '0011'
FILE ROW COUNT	NUMERIC	Y	Total number of rows in the file including all headers and footers.
SEGMENT COUNT	NUMERIC	Y	Count of segments. A segment is defined by the segment header/footer (e.g. 0100, 102, etc.).

SECTION 7.1 – SYSTEM CONFIGURATION

SECTION 8 – APPLICATION SPECIFICATION DOCUMENT APPROVAL

This Application Specifications Document been approved for the Los Angeles County's Web Application, Version XX, and accurately reflects the current understanding of project requirements.

Following approval of this Application Specification Document, requirements changes will be governed by the project's change management process, including but not limited to, impact analysis and appropriate reviews and approvals, as set forth in Exhibit B, Statement of Work.

Contractor Project Manager	Date
Contractor Project Director	Date
County Project Manager	Date

APPENDIX A Additional Application Design Questions

Fields highlighted in yellow require the entry of instructional values by the client.

Please note the payment types the application will accept.

Payment Type	Accepted	Logo Displayed	Card Type Displayed on Receipt
Visa	X		Visa
MasterCard	X		MasterCard
Discover	X		Discover
American Express	NA		American Express
Star Debit	NA		Debit
Pulse Debit	NA		Debit
NYCE Debit	NA		Debit
Electronic Check	NA		Electronic Check

Is the Style Sheet attached?

Yes	X
No	

Are the header and footer images attached?

Yes	X
No	

Will AVS be utilized?

Yes	X
No	

Initiate Confirmation Email?

Yes	Thank you for submitting your payment to the Los Angeles County. This email will serve as confirmation that your payment was received. The transaction information is listed below: Receipt Number: XXXXXXXXXX Payment Amount: \$XXX.XX Transaction Date/Time: MM/DD/CCYY HH:MM:SS A.M. or P.M. Pacific Card Number: *****1111
No	

ATTACHMENT A.5

(Appendix A)

Will Duplicate Check be utilized?

Code	Description	Timeframe
A	Account Number Last 5, UserPart1, Merchant Code, and Total Transaction Amount	
B	Account Number Last 5, UserPart1, Merchant Code, Total Transaction Amount, and Pay Method Code	
C	Account Number Last 5, UserPart1, UserPart5, UserPart6, Merchant Code, Total Transaction Amount and Pay Method Code	
D	UserPart1, Merchant Code, and Total Transaction Amount	
E	UserPart2 and Merchant Code	24 hours
F	(Electronic Check) UserPart1, Merchant Code, Total Transaction Amount, Account Number Prefix, and Account Number	
G	(Electronic Check) UserPart1, UserPart5, UserPart6, Merchant Code, Total Transaction Amount, Account Number Prefix, Account Number, and Account Number Data	
H	UserPart1, UserPart2, UserPart4, and Merchant Code	
X	Skip all duplicate checks	

Convenience Fee Selection and Notification Text:

Provides convenience fee implementation in various formats to accommodate fee preferences. These variances are determined by payment methods accepted, percentage or set fee based fees, and who is responsible for the fee payment. Based upon the criteria, the text accompanying the fee will reflect how fees are calculated by payment type. If the convenience fee is agency funded, the application will not display the convenience fee.

Fields highlighted in yellow require the entry of instructional values by the client. Please select the appropriate fee structure:

Payment Method	Percentage Fee Paid by User	Set Fee Paid by User	Agency Funded
Credit Card	NA	NA	X
Electronic Check	NA	NA	NA
Debit Card	NA	NA	NA

APPENDIX B

Required Department Load File

Hosts a secure FTP site on which the client will place the Department load file.

Utilizes a standard layout for files imported from the client with end user data. Deviation from these standards will require custom development work and may incur additional charges.

To accommodate various systems, will accept and provide either delimited or fixed length files. The client may choose which format most appropriately fits their system. The field structures are:

1. Character Set – UTF-8 (standard ASCII text)
2. Delimited Files –
 - a. Delimited by commas (,) or pipes (|). Generally, commas are the default delimiter, but if end user data must contain commas, pipes are then preferred.
 - b. Each row of data must contain the same amount of data fields.
 - c. Empty or null fields will still require the delimiter.
 - d. Rows must be terminated with a control\linefeed, CRLF (aka \r\n).
 - e. There will be no header or footer records; however files may have column headers.
3. Fixed Length Files –
 - a. Each row must contain the same number of characters.
 - b. Data fields will be left justified, padded with trailing spaces to fill out the required field size.
 - c. Empty or null fields will be padded with spaces.
 - d. Rows must be terminated with a control/linefeed, CRLF) aka \r\n).
 - e. There will be no header or footer records; however, files may have column headers.
4. Prohibited Characters –
 - a. @
 - b. #
 - c. \$
 - d. %
 - e. &
 - f. *
 - g. |
 - h. <
 - i. >
 - j. '
 - k. "
 - l. ,
 - m. :
 - n. ;
 - o. ?
 - p. (
 - q.)
 - r. \
 - s. /
 - t. [
 - u.]

ATTACHMENT A.5

(Appendix B)

The data field layout is extremely flexible. It is understood that no one file layout will fit all clients. The file layout will be determined at the project inception phase with the following limitations.

Department load files – End user data from the client will be stored for use within hosted applications. All department load files must include the action field, and three lookup fields.

- a. Each line/row in the file represents one unique user record.
- b. Each record must start with the required fields: Action, LookupField1, and LookupField2.
 - i. Action Field – Determines how a record be will processed. This will ensure that only inserts of new records in the client data file will be accepted. Each day a blank client data file will be updated with the new day's inserts.
 - ii. Will move the Los Angeles County Department load file to an archive folder on the SFTP site once the file is processed or loaded successfully. The SFTP site will be empty waiting for the next day's file delivery.
 - iii. Lookup Fields – Two fields of 8 numeric values uniquely define the record. LookupField1 and LookupField2 are required.
- c. The remaining fields in the file are open to the client to map into the End User Data Warehouse.

Field Order	Field Name	Client Field Name	Field Size	Nulls	Description/Format
1	Action	Action	1	No	I – Insert
2	LookupField1	XNumber	8	No	Numeric
3	LookupField2	AccountNumber	8	No	Numeric
4	UserPart1	XNumber	8	No	Numeric
5	UserPart2	AccountNumber	8	No	Numeric
6	UserPart3	AmountDue	8,2	Yes	NNNNNNNN.NN, where N={0...9}. Will be receiving right justified with no padding.
7	UserPart4	Name	50	Yes	
8	UserPart5	GroupNumber	3	Yes	Numeric
9	AmountDue	TotalBalanceDue	8,2	Yes	NNNNNNNN.NN, where N={0...9}. Will be receiving right justified with no padding.

Six components are required and must be supplied by the client. **Fields highlighted in yellow require the entry of instructional values by the client.**

Required Field	Client Provided Data
Filename Pattern [Example: UTILS-TO_???.*.txt]	PROB.???.MMDDYYYY
Daily Monitor Start Time [In Hour:Minutes]	10:00 P.M. Pacific Time
Daily Monitor End Time [In Hour:Minutes]	2:00 A.M Pacific Time
Field Delimiter [Default is Comma]	Pipe
First Row has Column Headers [Yes or No]	No
Add Currency Decimal [Yes or No]	No

Note: Data is received by the warehouse in the following manner:

- **Full Data Loads**

The Full Data Load process assumes that the Department load file consists of only inserts to the warehouse.

APPENDIX C

Payment Activity File

Provide two methods for reporting and data retrieval.

1. The client may execute standard reports (which may be personalized) the transaction reporting application or request a payment activity file. A secure FTP site from which the client may retrieve the Payment activity file.
2. In the payment activity file, transaction data will be generated from settlement batches. Generated files will reconcile with client bank transfers. The data files available for the payment activity file are all data components associated within a transaction. User Part fields with a length up to 255 characters are provided to the client to store additional data inside each individual transaction. Data from department load files can be stored within the transaction in these fields. If a payment activity file is selected, the client must provide certain information so that the file is correctly formatted and all necessary data is included.
3. Various fields that may be included in the Payment activity file.

HEADER RECORD

Select [Check Off]	Available Fields	Field Length	Position Order	Alternate Name (Optional)	Alternate Format (Optional)
X	Header Identifier	10	1	1111111111	Hard coded
X	Company Name	25	2	LA COUNTY PAYMENT	Hard coded
X	File Creation Date	10	3		YYYY-MM-DD
X	Filename Mask	255	4		Filename Mask

DETAIL RECORD

Select [Check Off]	Available Fields	Field Length	Position Order	Alternate Name (Optional)	Alternate Format (Optional)
X	Transaction ID (TransID)	10	1		
X	Time Stamp (TransDateStamp)	25	2		YYYY-MM-DD hh:mm:ss
X	Merchant Time Stamp (LocalTransDateStamp)	25	3		YYYY-MM-DD hh:mm:ss
X	Merchant Account (MerchantCode)	25	4		
X	Payment Type (PayMethodCode)	2	5		
X	Transaction \$ Amount (TotTransAmt)	18,2	6		
X	Convenience \$ Fee (TotFeeAmt)	18,2	7		

ATTACHMENT A.5

(Appendix C)

X	Merchant's \$ Amount (TotMerchantAmt)	18,2	8		
X	Card/Check Last 4 (AcctNbrLast4)	4	9		
X	Card/Check Extra Data (AcctNbrData)	25	10		
X	User Part 1 (UserPart1)	10	11	X-Number	
X	User Part 2 (UserPart2)	10	12	Account Number	
X	User Part 3 (UserPart3)	10	13	Transaction ID	
X	User Part 4 (UserPart4)	18,2	14	Amount Due	
X	User Part 5 (UserPart5)	50	15	Name	
X	User Part 6 (UserPart6)	3	16	Group Number	
X	Billing Full Name (AcctHolderName)	50	17		
X	Billing Address (BillingAddress)	50	18		
X	Billing City (BillingCity)	50	19		
X	Billing State (BillingState)	50	20		
X	Billing Zip (BillingZip)	50	21		
X	Billing Email (BillingEmail)	50	22		
X	Billing Phone (BillingPhone)	50	23		
X	Authorization Code (AuthCode)	50	24		
X	Line Item ID	3	25		Format= "001" for line item one "002" for line item two "003" for line item three
X	Line Item Userpart 1	3	26	Group Number	
X	Line Item Userpart 2	10	27	Account Number	
X	Line Item Userpart 3	18,2	28	Amount Paid	Merchant Amount

TRAILER RECORD

Select [Check Off]	Available Fields	Field Length	Position Order	Alternate Name (Optional)	Alternate Format (Optional)
X	Trailer Identifier	10	1	9999999999	Hard coded
X	Total Records Count	255	2		Total count of payment and successful refund records. Not include header and trailer record
X	Total Amount	18,2	3		Total dollar amount of payment and successful refund transactions.

Note:
All fields in the Payment activity file must be left justified.

Four components are required and must be supplied by the client. **Fields highlighted in yellow require the entry of instructional values by the client.** Text in *italics* is variable.

Required Field	Client Provided Data
Field Delimiter [Default is Comma]	Pipe
Cut Time [In Hour:Minutes]	1:00 A.M. Pacific Time
Execute Time [In Hour:Minutes]	3:00 A.M. Pacific Time
Pickup Time [In Hour:Minutes]	6:00 A.M. Pacific Time
Filename Mask [Example: UTILS_Batchnbr_Date.txt]	???.BATCHNBR_MMDDYYYY
First Row has Field Name Headers [Yes or No]	NO

Please note: The Payment activity file is created three to four hours after settlement cut time.

Also note that a Payment activity file will be created if there is no activity or transaction. A zero byte file will be created and placed on the SFTP site with the standard naming convention.

**Note: The Payment activity file will be available to the LAC Department based on a preselected calendar. An example is the Federal Holiday Calendar which includes file delivery on Monday- Friday with No weekends and Federal Holidays. Also, please note that the LAC Department is closed on Friday after Thanksgiving Day, so No Payment activity file will be delivered.*

Payment activity file Data Dictionary

Fields	Field Names	Definition
Transaction ID	TransID	Generated by Contractor. Also known as Receipt Number.
Time Stamp	TransDateStamp	Time zone time the transaction was submitted.
Merchant Time Stamp	LocalTransDateStamp	The client time zone time the transaction was submitted.
Merchant Account	MerchantCode	Internal account identification number.
Payment Type	PayMethodCode	Visa, MasterCard, American Express, Discover, Debit, or Electronic Check.

ATTACHMENT A.5

(Appendix C)

Transaction \$ Amount	TotTransAmt	Total amount of the transaction (merchant amount plus convenience fee).
Convenience \$ Fee	TotFeeAmt	Total fee charged for processing the transaction.
Merchant's \$ Amount	TotMerchantAmt	Total amount of the transaction excluding convenience fee.
Card/Check Last 4	AcctNbrLast4	Last four digits of the card number or checking account number.
Card/Check Extra Data	AcctNbrData	Expiration date for card transaction or check number for electronic check.
User Part 1	UserPart1	User Part 1 contains the merchant's unique identifier for the transaction that has meaning to the system sending the information. Examples include an account number, a driver's license number, etc.
User Part 2	UserPart2	Field of information stored with the transaction. Use is optional.
User Part 3	UserPart3	Field of information stored with the transaction. Use is optional.
User Part 4	UserPart4	Field of information stored with the transaction. Use is optional.
User Part 5	UserPart5	Field of information stored with the transaction. Use is optional.
User Part 6	UserPart6	Field of information stored with the transaction. Use is optional.
Billing Full Name	AcctHolder name	Name of end user.
Billing Address	BillingAddress	Address of end user.
Billing City	BillingCity	City of end user.
Billing State	BillingState	State of end user.
Billing Zip	BillingZip	Zip code of end user.
Billing Email	BillingEmail	Email address of end user.
Billing Phone	BillingPhone	Phone number of end user.
Authorization Code	AuthCode	Authorization code returned from the processor.
Field Delimiter [Default is Comma]	N/A	Delimiter used to separate fields.
Execute Hour [In Hour:Minutes]	N/A	Start time of night batch run.
Filename Mask [Example: UTILS_Batchnbr_Date.txt]	N/A	Used to identify the daily payment activity file created.
First Row has Field Name Headers [Yes or No]	N/A	Determines if the payment activity file will contain column headings.

APPENDIX D

File Scheduling

1. Department load file Monitoring
 - a. The job will monitor the FTP directories for new incoming files. Jobs are scheduled to run daily within a predetermined timeframe (example: 10:00 to 02:00).
 - b. When a file arrives, it will be processed during the configured timeframe range.

2. Payment activity file Deliveries
 - c. Activity files are scheduled to occur after the client's settlement batching schedule. Activity files are available for client retrieval three to four hours after batch file cut time.
 - d. When a batch is created for a client, a subsequent scheduled job will pick up batches for that day to create the payment activity files.

Each settled batch will be in a separate file.

APPENDIX E

Sample Style Sheet

Below is a page from a sample style sheet provided by Los Angeles County:

```
body, html {
    width: 100%;
    margin: 0;
    padding: 0;
    font-family: Arial;
    font-size: 11px;
    color: #48525B;
}

body {
    font-family: arial;
    margin: 0;
    padding: 0;
    padding-bottom: 5px;
}

a:link {color: #48525B;}

a:visited {color: #7FBAF0;}

.errorMessage {
    font-size: 14px;
    color: #640000;
}

.errorName {
    font-family: "Trebuchet MS";
    font-size: 18px;
    font-weight: bold;
    color: #640000;
}

.infoMessage {
    font-family: "Trebuchet MS";
    font-size: 12px;
    font-weight: bold;
    color: #48525B;
}

/* =====
   WebSphere Portal page layout
   =====*/

#FLYParent {min-width: 1000px;}

#mainContent {padding: 0; margin: 0;}

.clearing {clear: both;}

.pageBarSeparator {
    clear: both;
    padding: 0;
    margin: 0;
}

.layoutRow {width: 100%; margin: 0;}
.layoutColumn {width: 100%; margin: 0;}
```

APPENDIX F

Standard Payment Error Messages

Provides standard error messaging for various return error codes. The following lists the error condition, displayed text, and action buttons presented.

Error Condition	Displayed Text	Action Buttons
CID Failed First Occurrence	Transaction declined due to card verification ID mismatch.	Cancel and Try Again
CID Failed Second Occurrence	Transaction declined due to card verification ID mismatch.	Cancel
Communication Error	Transaction cannot be completed due to a communication error. Please try again later. If problem persists, please contact Customer Assistance Center at xxx-xxx-xxxx for further assistance	Cancel
Duplicate Transaction	Transaction Declined. This appears to be duplicate transaction. You are allowed one transaction within three to five business days.	Cancel
Expired Card	Transaction declined due to expired card.	Cancel and Try Again
Invalid Card Number	Invalid card number. Please try again.	Cancel and Try Again
Processor Error	Transaction cannot be completed due to a processor error. Please try again later. If problem persists, please contact Customer Assistance Center at xxx-xxx-xxxx for further assistance.	Cancel
Setup Issues	Transaction is declined due to a system problem. Please contact Customer Assistance Center at xxx-xxx-xxxx for further assistance.	Cancel
Session Time Out	Your session has expired due to 10 minutes of inactivity. Please try again.	Cancel
Transaction Declined for reason other than those listed above	Transaction Declined. Please contact your Financial Institution.	Cancel

Business Rules:

1. If [Cancel] is selected, the user will be redirected to a specific URL provided by client.
2. If [Try Again] is selected from any above error conditions, the user will be redirected to the Payment Entry Page. All data entered by the user will retain from the Payment Entry Page, except the Credit Card Number, Expiration Date, and CID.
3. Session Time Out error message will be displayed after a 10-minute period of inactivity.

APPENDIX G

Vendor Return Codes

Below is a list all the possible Return Codes that Vendor will use in the response to a particular transaction request.

RC VALUE	NAME	DEFINITION
-1	RC_NOTFOUND	Returned from Transaction Status when no record matching search criteria has been found.
0	RC_HOST_OK_STR	Transaction Approved
4	RC_DUPLICATE	A Duplicate Successful Transaction meeting the Merchant duplicate settings exists
6	RC_PENDING	A Duplicate Pending Transaction meeting the Merchant duplicate settings exists
7	RC_DUP_UNSUCCESSFUL	A Duplicate Unsuccessful Transaction meeting the Merchant duplicate settings exists
8	RC_AVSFAILED	AVS Failed – Transaction Status dependant on Processor
9	RC_CVV2FAILED	CVV2 Failed
20	RC_DUPLICATEAPPROVED	Transaction previously approved
21	RC_INSUFFICIENTFUNDS	Insufficient funds
22	RC_INVALIDCARD	Invalid card number, MICR number, or routing number
23	RC_EXPIREDCARD	Card expired
24	RC_REFERRAL	Contact financial institution
25	RC_PROCESSORERROR	Generic processor error
26	RC_ERROR	Generic error
27	RC_COMMERROR	Communications error, try again
28	RC_COMMFAILURE	Communications failure
29	RC_DUPLICATEREFERENCE	Duplicate Reference number
30	RC_INVALIDMERCHANT	Invalid merchant information was received
31	RC_INVALIDREQUEST	Invalid request for this transaction occurred
32	RC_BADUSERNAME	Invalid processor information was sent for the account
33	RC_BADPASSWORD	Invalid processor information was sent for the account, similar to (32)
34	RC_BADPROCESSOR	Processor could not be determined for this transaction
35	RC_INVALIDTRANSACTION	Invalid transaction was submitted
36	RC_NOTPERMITTED	Transaction was not permitted
37	RC_BACKEND_PROCESSOR_ERROR	Unknown error

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(Appendix G)

38	RC_TIMEOUT	We allow for a maximum of 45 seconds for any transaction to complete...if any transaction takes longer than 45 seconds, this return code will come back
39	RC_DOAGAINDLERR	Drivers License(ID) error; retry Guaranteed e-check only
41	RC_DOAGAINAMTERR	Amount error; retry Guaranteed e-check only
42	RC_DOAGAINCHKERR	Check error; retry – Guaranteed e-check only
-2147220481	RC_HOST_DECLINED_STR	Transaction was declined

APPENDIX H

Sample Request File

File Examples

File Examples

Refund Request File

```
0001|VENDOR TEST|XXXFG|1.0 |2008-07-28T07:17:17|REQUEST
2000|REFUND
2011|VENDOROV-YYYYY-YYYYY-G|pwd|5565578876|UP1|UP2|UP3|UP4|UP5|UP6|Comment
2012|5565578876|1|VENDOROV-YYYYY-YYYYY-00|13.00|LI-UP1|LI-UP2|LI-UP3
2012|5565578876|2|VENDOROV-YYYYY-YYYYY-00|2.00|LI-UP1|LI-UP2|LI-UP3
2015|5565578876|2|15.00
2010|VENDOROV-XXXXX-XXXXX-G|pwd|VENDOROV-XXXXX-XXXXX-
00|5565578877|15.00|UP1|UP2|UP3|UP4|UP5|UP6|LI-UP1|LI-UP2|LI-UP3|Comment
2010|VENDOROV-XXXXX-XXXXX-G|pwd|VENDOROV-XXXXX-XXXXX-
00|5565578878|75.00|UP1|UP2|UP3|UP4|UP5|UP6|LI-UP1|LI-UP2|LI-UP3|Comment
2010|VENDOROV-XXXXX-XXXXX-I|pwd|VENDOROV-XXXXX-XXXXX-
00|5565578879|75.00|UP1|UP2|UP3|UP4|UP5|UP6|LI-UP1|LI-UP2|LI-UP3|Comment
2011|VENDOROV-YYYYY-YYYYY-G|pwd|5565578880|UP1|UP2|UP3|UP4|UP5|UP6|Comment
2012|5565578880|3|VENDOROV-YYYYY-YYYYY-00|21.18|LI-UP1|LI-UP2|LI-UP3
2012|5565578880|4|VENDOROV-YYYYY-YYYYY-00|15.00|LI-UP1|LI-UP2|LI-UP3
2015|5565578880|2|36.18
2099|6|216.18
9999|15|1|216.18
```

Recurring Request File

```
0001|VENDOR TEST|XXXFG|1.0 |2009-01-06T11:22:15|REQUEST
2100|RECURRING
2110|VENDOROV-XXXXX-XXXXX-G|pwd|VENDOROV-XXXXX-XXXXX-
00|5565589154|50.52|3.00|UP1|UP2|UP3|UP4|UP5|UP6|LI-UP1|LI-UP2|LI-UP3
2110|VENDOROV-XXXXX-XXXXX-G|pwd|VENDOROV-XXXXX-XXXXX-
00|5565578878|75.66|5.00|UP1|UP2|UP3|UP4|UP5|UP6|LI-UP1|LI-UP2|LI-UP3
2110|VENDOROV-XXXXX-XXXXX-I|pwd|VENDOROV-XXXXX-XXXXX-
00|5565578879|78.11|5.95|UP1|UP2|UP3|UP4|UP5|UP6|LI-UP1|LI-UP2|LI-UP3
2111|VENDOROV-YYYYY-YYYYY-G|pwd|5565578880|UP1|UP2|UP3|UP4|UP5|UP6
2112|5565578880|1|VENDOROV-YYYYY-YYYYY-00|21.18|2.00|LI-UP1|LI-UP2|LI-UP3
2112|5565578880|2|VENDOROV-YYYYY-YYYYY-00|15.00|2.00|LI-UP1|LI-UP2|LI-UP3
2115|5565578880|2|40.18
2199|4|258.42
9999|15|1|258.42
```

Multiple Segment Request File (Refund/Recurring)

```
0001|VENDOR TEST|XXXFG|1.0 |2009-01-01T13:55:47|REQUEST
2000|REFUND
2011|VENDOROV-YYYYY-YYYYY-G|pwd|5565578876|UP1|UP2|UP3|UP4|UP5|UP6|Comment
2012|5565578876|1|VENDOROV-YYYYY-YYYYY-00|13.00|LI-UP1|LI-UP2|LI-UP3
2012|5565578876|2|VENDOROV-YYYYY-YYYYY-00|2.00|LI-UP1|LI-UP2|LI-UP3
2015|5565578876|2|15.00
2010|VENDOROV-XXXXX-XXXXX-G|pwd|VENDOROV-XXXXX-XXXXX-
00|5565578877|15.00|UP1|UP2|UP3|UP4|UP5|UP6|LI-UP1|LI-UP2|LI-UP3|Comment
2010|VENDOROV-XXXXX-XXXXX-G|pwd|VENDOROV-XXXXX-XXXXX-
00|5565578878|75.00|UP1|UP2|UP3|UP4|UP5|UP6|LI-UP1|LI-UP2|LI-UP3|Comment
2010|VENDOROV-XXXXX-XXXXX-I|pwd|VENDOROV-XXXXX-XXXXX-
00|5565578879|75.00|UP1|UP2|UP3|UP4|UP5|UP6|LI-UP1|LI-UP2|LI-UP3|Comment
2011|VENDOROV-YYYYY-YYYYY-G|pwd|5565578880|UP1|UP2|UP3|UP4|UP5|UP6|Comment
2012|5565578880|3|VENDOROV-YYYYY-YYYYY-00|21.18|LI-UP1|LI-UP2|LI-UP3
2012|5565578880|4|VENDOROV-YYYYY-YYYYY-00|15.00|LI-UP1|LI-UP2|LI-UP3
2015|5565578880|2|36.18
2099|5|216.18
2100|RECURRING
2110|VENDOROV-XXXXX-XXXXX-G|pwd|VENDOROV-XXXXX-XXXXX-
00|5565589154|50.52|3.00|UP1|UP2|UP3|UP4|UP5|UP6|LI-UP1|LI-UP2|LI-UP3
2110|VENDOROV-XXXXX-XXXXX-G|pwd|VENDOROV-XXXXX-XXXXX-
00|5565578878|75.66|5.00|UP1|UP2|UP3|UP4|UP5|UP6|LI-UP1|LI-UP2|LI-UP3
2110|VENDOROV-XXXXX-XXXXX-I|pwd|VENDOROV-XXXXX-XXXXX-
```

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00 | 5565578879 | 78.11 | 5.95 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6 | LI-UP1 | LI-UP2 | LI-UP3
2111 | VENDOROV-YYYY-YYYY-G | pwd | 5565578880 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6
2112 | 5565578880 | 1 | VENDOROV-YYYY-YYYY-00 | 21.18 | 2.00 | LI-UP1 | LI-UP2 | LI-UP3
2112 | 5565578880 | 2 | VENDOROV-YYYY-YYYY-00 | 15.00 | 2.00 | LI-UP1 | LI-UP2 | LI-UP3
2115 | 5565578880 | 2 | 40.18
2199 | 4 | 258.42
9999 | 24 | 2 | 474.60

Refund Response File

0001 | VENDOR TEST | XXXFG | 1.0 | 2008-07-29T13:35:14 | RESPONSE
2000 | REFUND
2021 | VENDOROV-YYYY-YYYY-G | 5565578876 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6 | 5565578900 | FR | 0 | 2008-12-23T06:38:56 | 451256 | 1
2022 | 5565578876 | 1 | VENDOROV-YYYY-YYYY-00 | 13.00 | LI-UP1 | LI-UP2 | LI-UP3
2022 | 5565578876 | 2 | VENDOROV-YYYY-YYYY-00 | 2.00 | LI-UP1 | LI-UP2 | LI-UP3
2025 | 5565578876 | 2 | 15.00
2020 | VENDOROV-XXXX-XXXX-G | VENDOROV-XXXX-XXXX-00 | 5565578877 | 15.00 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6 | LI-UP1 | LI-UP2 | LI-UP3 | 5565578902 | PR | 0 | 2008-12-23T06:43:18 | 651458 | 1
2020 | VENDOROV-XXXX-XXXX-G | VENDOROV-XXXX-XXXX-00 | 5565578878 | 75.00 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6 | LI-UP1 | LI-UP2 | LI-UP3 | 5565578918 | 25 | 2008-12-23T06:45:13 | 0
2020 | VENDOROV-XXXX-XXXX-I | VENDOROV-XXXX-XXXX-00 | 5565578879 | 75.00 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6 | LI-UP1 | LI-UP2 | LI-UP3 | 5565578925 | FV | 0 | 2008-12-23T06:54:45 | 456996 | 1
2021 | VENDOROV-YYYY-YYYY-G | 5565578880 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6 | 5565578955 | PR | 0 | 2008-12-23T07:19:37 | 556845 | 1
2022 | 5565578880 | 3 | VENDOROV-YYYY-YYYY-00 | 21.18 | LI-UP1 | LI-UP2 | LI-UP3
2022 | 5565578880 | 4 | VENDOROV-YYYY-YYYY-00 | 15.00 | LI-UP1 | LI-UP2 | LI-UP3
2025 | 5565578880 | 2 | 36.18
2099 | 7 | 216.18
9999 | 15 | 1 | 216.18

Recurring Response File

0001 | VENDOR TEST | XXXFG | 1.0 | 2009-01-06T11:22:15 | REQUEST
2100 | RECURRING
2120 | VENDOROV-XXXX-XXXX-G | VENDOROV-XXXX-XXXX-00 | 5565589154 | 50.52 | 3.00 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6 | LI-UP1 | LI-UP2 | LI-UP3 | 5565589201 | 0 | 2008-12-29T015:39:13 | 451256 | 1
2120 | VENDOROV-XXXX-XXXX-G | VENDOROV-XXXX-XXXX-00 | 5565578878 | 75.66 | 5.00 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6 | LI-UP1 | LI-UP2 | LI-UP3 | 5565589225 | 0 | 2008-12-29T015:42:22 | 659888 | 1
2120 | VENDOROV-XXXX-XXXX-I | VENDOROV-XXXX-XXXX-00 | 5565578879 | 78.11 | 5.95 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6 | LI-UP1 | LI-UP2 | LI-UP3 | 5565589225 | 38 | 2008-12-29T015:49:29 | 0
2121 | VENDOROV-YYYY-YYYY-G | 5565578880 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6
2122 | 5565578880 | 1 | VENDOROV-YYYY-YYYY-00 | 21.18 | 2.00 | LI-UP1 | LI-UP2 | LI-UP3
2122 | 5565578880 | 2 | VENDOROV-YYYY-YYYY-00 | 15.00 | 2.00 | LI-UP1 | LI-UP2 | LI-UP3
2125 | 5565578880 | 2 | 40.18
2199 | 4 | 258.42
9999 | 11 | 1 | 258.42

Multiple Segment Response File (Refund/Recurring)

0001 | VENDOR TEST | XXXFG | 1.0 | 2009-01-01T13:55:47 | REQUEST
2000 | REFUND
2021 | VENDOROV-YYYY-YYYY-G | 5565578876 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6 | 5565578900 | FR | 0 | 2008-12-23T06:38:56 | 451256 | 1
2022 | 5565578876 | 1 | VENDOROV-YYYY-YYYY-00 | 13.00 | LI-UP1 | LI-UP2 | LI-UP3
2022 | 5565578876 | 2 | VENDOROV-YYYY-YYYY-00 | 2.00 | LI-UP1 | LI-UP2 | LI-UP3
2025 | 5565578876 | 2 | 15.00
2020 | VENDOROV-XXXX-XXXX-G | VENDOROV-XXXX-XXXX-00 | 5565578877 | 15.00 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6 | LI-UP1 | LI-UP2 | LI-UP3 | 5565578902 | PR | 0 | 2008-12-23T06:43:18 | 651458 | 1
2020 | VENDOROV-XXXX-XXXX-G | VENDOROV-XXXX-XXXX-00 | 5565578878 | 75.00 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6 | LI-UP1 | LI-UP2 | LI-UP3 | 5565578918 | 25 | 2008-12-23T06:45:13 | 0
2020 | VENDOROV-XXXX-XXXX-I | VENDOROV-XXXX-XXXX-00 | 5565578879 | 75.00 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6 | LI-UP1 | LI-UP2 | LI-UP3 | 5565578925 | FV | 0 | 2008-12-23T06:54:45 | 456996 | 1
2021 | VENDOROV-YYYY-YYYY-G | 5565578880 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6 | 5565578955 | PR | 0 | 2008-12-23T07:19:37 | 556845 | 1
2022 | 5565578880 | 3 | VENDOROV-YYYY-YYYY-00 | 21.18 | LI-UP1 | LI-UP2 | LI-UP3
2022 | 5565578880 | 4 | VENDOROV-YYYY-YYYY-00 | 15.00 | LI-UP1 | LI-UP2 | LI-UP3
2025 | 5565578880 | 2 | 36.18
2099 | 4 | 216.18
2100 | RECURRING
2120 | VENDOROV-XXXX-XXXX-G | VENDOROV-XXXX-XXXX-00 | 5565589154 | 50.52 | 3.00 | UP1 | UP2 | UP3 | UP4 | UP5 | UP6 | LI-UP1 | LI-UP2 | LI-UP3 | 5565589201 | 0 | 2008-12-

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29T015:39:13|451256|1
2120|VENDOROV-XXXXX-XXXXX-G|VENDOROV-XXXXX-XXXXX-
00|5565578878|75.66|5.00|UP1|UP2|UP3|UP4|UP5|UP6|LI-UP1|LI-UP2|LI-UP3|5565589225|0|2008-12-
29T015:42:22|659888|1
2120|VENDOROV-XXXXX-XXXXX-I|VENDOROV-XXXXX-XXXXX-
00|5565578879|78.11|5.95|UP1|UP2|UP3|UP4|UP5|UP6|LI-UP1|LI-UP2|LI-UP3|5565589225|38|2008-12-
29T015:49:29|0
2121|VENDOROV-YYYYY-YYYYY-G|5565578880|UP1|UP2|UP3|UP4|UP5|UP6
2122|5565578880|1|VENDOROV-YYYYY-YYYYY-00|21.18|2.00|LI-UP1|LI-UP2|LI-UP3
2122|5565578880|2|VENDOROV-YYYYY-YYYYY-00|15.00|2.00|LI-UP1|LI-UP2|LI-UP3
2125|5565578880|2|40.18
2199|4|258.42
9999|24|2|474.60

Status File

0010|CCYMMDDTHMMSS_VENDOROV-YYYYY-YYYYY-G_BATCH|F
0100|FORMAT VALIDATION
0101|13|RECORD DID NOT HAVE ALL REQUIERED FIELDS|2012|5565578876|1|VENDOROV-YYYYY-YYYYY-
00|13.00|LI-UP1|LI-UP2|LI-UP3
0102|1
0103|VALUE VALIDATION
0104|45|MERCHANT AMOUNT INVALID|2110|VENDOROV-XXXXX-XXXXX-I|pwd|VENDOROV-XXXXX-XXXXX-
00|5565578879|78.113|5.95|UP1|UP2|UP3|UP4|UP5|UP6|LI-UP1|LI-UP2|LI-UP3
0104|58|ORIGINAL TRANSACTION ID INVALID|2022|55655788|3|VENDOROV-YYYYY-YYYYY-00|21.18|LI-UP1|LI-
UP2|LI-UP3
0105|2
0011|9|2

SAMPLE SECURITY INCIDENT REPORT

**Contractor
Name:** _____

**Contract
No.:** _____

Type of Incident

(Incident types are: Stolen/Lost, Intrusion/Hack, Web Defacement, System Misuse, Denial of Service, Spoofed IP Address, Unauthorized Probe/Scan, Unauthorized Electronic Monitoring, Malicious Code (virus, worm, etc.), and other.)

Date and Time when Incident was Identified/Discovered

Location of Incident

(Physical address including specific building location)

Who Identified/Reported the Incident

(Full Name, Job Title / Position, email address, and Phone number (e.g., work, cell, etc.))

Workforce Members Involved with the Incident and/or with the Response

(Full Name, Job Title / Position, email address, and Phone number (e.g., work, cell, etc.))

Brief Synopsis by the Chief Information Security Officer (CISO)

(Narrative or chronology)

Date and Time of the Incident (If known)

Contractor Initial Response

Action(s) Taken to Prevent Further Occurrence

Action(s) Planned to Prevent Further Occurrence

**Internal Services Department Service Center
Incident Ticket(s) # (if applicable)**

Was Personally Identifiable Information (Pii) (i.e., Confidential/Sensitive) involved?

Yes No Unknown

Was the device / information encrypted?

Yes No Unknown

Was a Law Enforcement Report taken?

Yes No Unknown Agency _____ Report # _____

Contractor Manager – Print Name (First and Last), Sign, Date & Time

Contractor Director – Print Name (First and Last), Sign, Date & Time

Contractor Chief Information Security Officer – Print Name (First and Last), Sign, Date & Time

Contractor Information Technology Manager (or designee) – Print Name (First & Last), Sign, Date & Time

Contractor Chief Information Officer (or designee) – Print Name (First and Last), Sign, Date & Time

County of Los Angeles CISO (or designee) – Print Name (First and Last), Sign, Date & Time

(Signatures signify receipt and approval of Report)



**COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT
SECURE FILE TRANSFER (SFT) REGISTRATION FORM**



SFT OPERATIONAL GUIDELINES

****IMPORTANT. PLEASE READ CAREFULLY****

1. *The Secured File Transfer (SFT) environment will not be used as a repository.*
2. *The vendor must have PGP compliant software and the ability to exchange keys.*
3. *All encrypted files must have a “.PGP” extension. If the request is to encrypt the file(s), we will append a “.PGP” file extension to the end of each file. If we are receiving the encrypted files, these files must have a “.PGP” extension appended to the end of each file.*
4. *The recommended file size, per file, per transfer, is 5MB or less. Files transferred to ISD’s SFT environment that is larger than 5MB will impact the time it takes to encrypt or decrypt them.*
5. *There are 3 options to connect to the Secure File Transfer environment: Site-to-Site VPN, Extranet, or Intranet.*
6. *Management of the Requesting County department, County department that owns the data, if different from the requesting department, as well as the vendor, must agree upon these SFT Operational Guidelines outlined here within. Additionally, the SFT Registration Form will be completed by the ISD SFT support staff in conjunction with the technical contacts from the Requesting County department, the Owner of Data (if applicable), and the vendor.*
7. *The request will be scheduled for development once the completed SFT Registration Form is received by the SFT Project Manager. Any changes to the transfer specifications may delay the implementation date. Please allow 3 – 4 weeks to process this request.*
8. *The SFT environment will encrypt or decrypt data files based upon business requirements and Data Classification Standards as approved by the Chief Information Office of the County of Los Angeles. The Data Classification Standards can be downloaded from http://infosec.mylacounty.info/cms1_044292.pdf.*
9. *Schedules for sending and retrieving files are pre-defined and agreed upon between the Requestor and the vendor. **Please note that failures will occur if the sending and retrieving of files deviate from the pre-defined schedules. Requesting County department and vendor will need to work together to resolve the issue when either party fails to adhere to the schedule.***
10. *Files can be transferred five (5) days per week, weekends upon request. Please see chart below for available hours:*

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Available upon request	Anytime	Midnight -7PM 10PM - Midnight	Anytime	Anytime	Anytime	Available upon request
11. *Network Security may review your access periodically.*
12. *Network Security will send a written notification prior to credential changes.*
13. *Network Security will terminate all file transfers in the event of a security breach until further investigation is conducted. Written notification will be sent to the business contacts identified in Section 2, Section 3, and Section 4 as applicable.*
14. *The host device used to connect to SFT environment must have antivirus software installed, scanned regularly, and must stay up-to-date with current virus definition files. Additionally, the host must stay current on all critical and security operating systems patches.*
15. *All personnel of the County Department(s) and vendor staff involved with the transfer of files agree not to publicly post or share the assigned logon credentials with others.*
16. *The technical contacts from the requesting County department and the vendor agree to send written notification immediately to sftsupport@isd.lacounty.gov of any suspected security breaches or changes of any kind to the transfer specifications (i.e.: host device, IP addresses, filename, directories, contact persons, schedule, etc.).*

The terms of this SFT Operational Guidelines does not supersede nor nullifies any contractual agreement(s) the vendor has entered with the County of Los Angeles.

Please mail original form with signatures to: Internal Services Department, 9150 E. Imperial Hwy., Mail Stop 29, Attention: Security & Business Recovery/Network Security Manager, Downey, CA 90242.



COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT
SECURE FILE TRANSFER (SFT) REGISTRATION FORM

**SECTION 1: REQUEST INFORMATION**

REQUEST TYPE: NEW REVISE CANCEL DATE:

JOB ID: *(If this is a revision - e.g. D000-00-0000)*

SENDER OF DATA (DEPT/VENDOR NAME):

RECIPIENT OF DATA (DEPT/VENDOR NAME):

SECTION 2: REQUESTOR INFORMATION

DEPARTMENT/DIVISION NAME ADDRESS

CITY STATE ZIP FAX

BUSINESS CONTACT NAME PHONE EMAIL

TECHNICAL CONTACT NAME PHONE EMAIL

SECTION 3: DATA OWNER INFORMATION

DEPARTMENT/DIVISION NAME ADDRESS

CITY STATE ZIP FAX

BUSINESS CONTACT NAME PHONE EMAIL

TECHNICAL CONTACT NAME PHONE EMAIL

SECTION 4: VENDOR INFORMATION

VENDOR NAME ADDRESS

CITY STATE ZIP FAX

BUSINESS CONTACT NAME PHONE EMAIL

TECHNICAL CONTACT NAME PHONE EMAIL

SECTION 5: DESCRIPTION OF TRANSFER

Provide brief description of transfer:



**COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT
SECURE FILE TRANSFER (SFT) REGISTRATION FORM**



SECTION 6: ENCRYPTION ENROLLMENT

Provide contact information for key exchange:

CONTACT NAME	PHONE	EMAIL

SECTION 7: FILE DROP OFF SPECIFICATIONS

- 7.1. Specify maximum number of files being sent to the SFT Server: _____
- 7.2. Specify maximum size of largest file being sent to the SFT Server (indicate MB/KB): _____
- 7.3. Specify IP address of the device that will access the SFT Server: _____
- 7.4. Provide sample file name:

Acceptable file naming conventions:

- a. File name must consist of only alphabetic, numeric, or underscore characters with at least 1 alphabetic character used.
- b. File name must NOT contain special characters except the underscore character.
- c. Blank spaces are NOT allowed in a file name.
- d. File name must NOT be more than 30 characters long.
- e. All encrypted files to be dropped off must have a **“.PGP”** extension.

FILE NAME	BRIEF DESCRIPTION
<i>e.g. MySampleFeesList.txt</i>	<i>e.g. My sample DMV's monthly fees</i>

SECTION 8: SCHEDULING

- 8.1. Specify time file(s) will be dropped off to the SFT server: _____ AM PM (Pacific Time)
- 8.2. Frequency: Daily Weekly Monthly Annually Other: __
- 8.3. Days of week: SUN MON TUE WED THURS FRI SAT
- 8.5. Special Instructions:



COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT
SECURE FILE TRANSFER (SFT) REGISTRATION FORM



SECTION 9: FILE PICK UP SPECIFICATIONS

9.1. Specify IP address of the device that will access the SFT Server: _____

9.2. Special Instructions:

SECTION 10: OTHER TECHNICAL CONTACTS AND EMAIL NOTIFICATION

DEPT / VENDOR	CONTACT NAME	PHONE	EMAIL	NOTIFICATION
				<input type="checkbox"/>

SECTION 11: AUTHORIZATIONS

By signing below, I agree to adhere to the terms stated in the SFT OPERATIONAL GUIDELINES on page "i". Retain page "i" for your file.

REQUESTOR DISO SIGNATURE	DATE	PRINT NAME
		PRINT TITLE:
DATA OWNER DISO SIGNATURE	DATE	PRINT NAME
		PRINT TITLE:



COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT
SECURE FILE TRANSFER (SFT) REGISTRATION FORM



SECTION 12: ISD USE ONLY

12.1. Service Center Ticket #: _____

12.2. How is the connection established? EXTRANET SITE-TO-SITE VPN INTRANET

12.3. Is the connection already established? YES NO

12.4. The SFT environment will be responsible for (Encrypting Decrypting) all files received.

12.5. Special Instructions:

DEPARTMENT NAME	IP ADDRESS	PATH AND FOLDER NAME

12.6. Specify time file(s) will be processed: _____ AM PM (Pacific Standard Time)

12.7 Job ID: _____

CUSTOMER SERVICE PRIORITY LEVELS

The County priority levels described in this Attachment are reflective of the impact of deficiencies on County's business operations. Upon contacting Contractor's technical support, County shall identify the priority level of the deficiency using the criteria set forth below. Contractor shall assign, track and monitor for each deficiency according to the County-assigned priority level, as such priority level may be changed in accordance with this Attachment:

1. **"Level 1 Priority"** –A deficiency condition exists that severely disrupts the County's business operations or (a) compromises health and safety; (b) jeopardizes County's compliance with regulatory, accreditation or licensing requirements; (c) affects the security or integrity of County's data; or (d) degrades the eCommerce Application's response time below County's performance requirements as set forth in Section 2.10, System Maintenance and Uptime, of Exhibit A (Statement of Work).

County expects all Level 1 Priority deficiencies to be resolved within two (2) hours of the discovery of the deficiency.

2. **"Level 2 Priority"** – A deficiency condition exists that moderately disrupts the County's business operations or requires authorized users to implement temporary workaround processes for no more than one (1) working day.

County expects all Level 2 Priority deficiencies to be resolved by Contractor within twenty-four (24) hours of the discovery of the deficiency.

3. **"Level 3 Priority"** – A deficiency condition exists that minimally disrupts County's business operations, causes a noticeable degradation in the eCommerce Application's response time but does not degrade below County's performance requirements.

County expects all Level 3 Priority deficiencies to be resolved within seven (7) calendar days of the discovery of the deficiency.

4. **"Level 4 Priority"** – A deficiency condition exists that minimally impacts County's business operations and occurs outside of the system availability hours specified in Section 2.10, System Maintenance and Uptime, of Exhibit A (Statement of Work). County expects all Level 4 Priority deficiencies to be resolved within fourteen (14) calendar days of the discovery of the deficiency.

CHANGE IN PRIORITY

At the sole discretion of the County's Project Director, or designee, County's Project Director may instruct Contractor to change the priority level assigned to a deficiency when, but not limited to:

1. The significance of the deficiency's impact on County's business operations changes due to changing circumstances, such as but not limited to, County Department's busy, peak seasons.
2. When the significance of the impact on business operations changes because of the implementation of a County approved workaround.
3. Upon Contractor's failure to meet the target dates provided to County for resolving a deficiency.

SAMPLE PRODUCTION INCIDENT REPORT

Contractor
Name:

Contract
No.:

Department and Application Name

Incident Synopsis

Date and Time when Incident was Identified/Discovered

Who Identified/Reported the Incident

(Full Name, Job Title / Position, email address, and Phone number (e.g., work, cell, etc.))

Workforce Members Involved with the
Incident and/or with the Response

(Full Name, Job Title / Position, email address, and Phone number (e.g., work, cell, etc.))

Brief Executive Summary
(User and Technical Level)

Client Impact

(Narrative or chronology)

Root Cause

(Identified by Contractor)

Solution

Testing Steps done by Contractor

Testing Reviewed/Approved by County

Future Prevention

Contractor Project Manager (or designee) – Print Name (First and Last), Sign, Date & Time

Contractor Project Director (or designee) – Print Name (First and Last), Sign, Date & Time

Contractor Chief Information Officer – Print Name (First and Last), Sign, Date & Time

County Project Director (or designee) – Print Name (First & Last), Sign, Date & Time

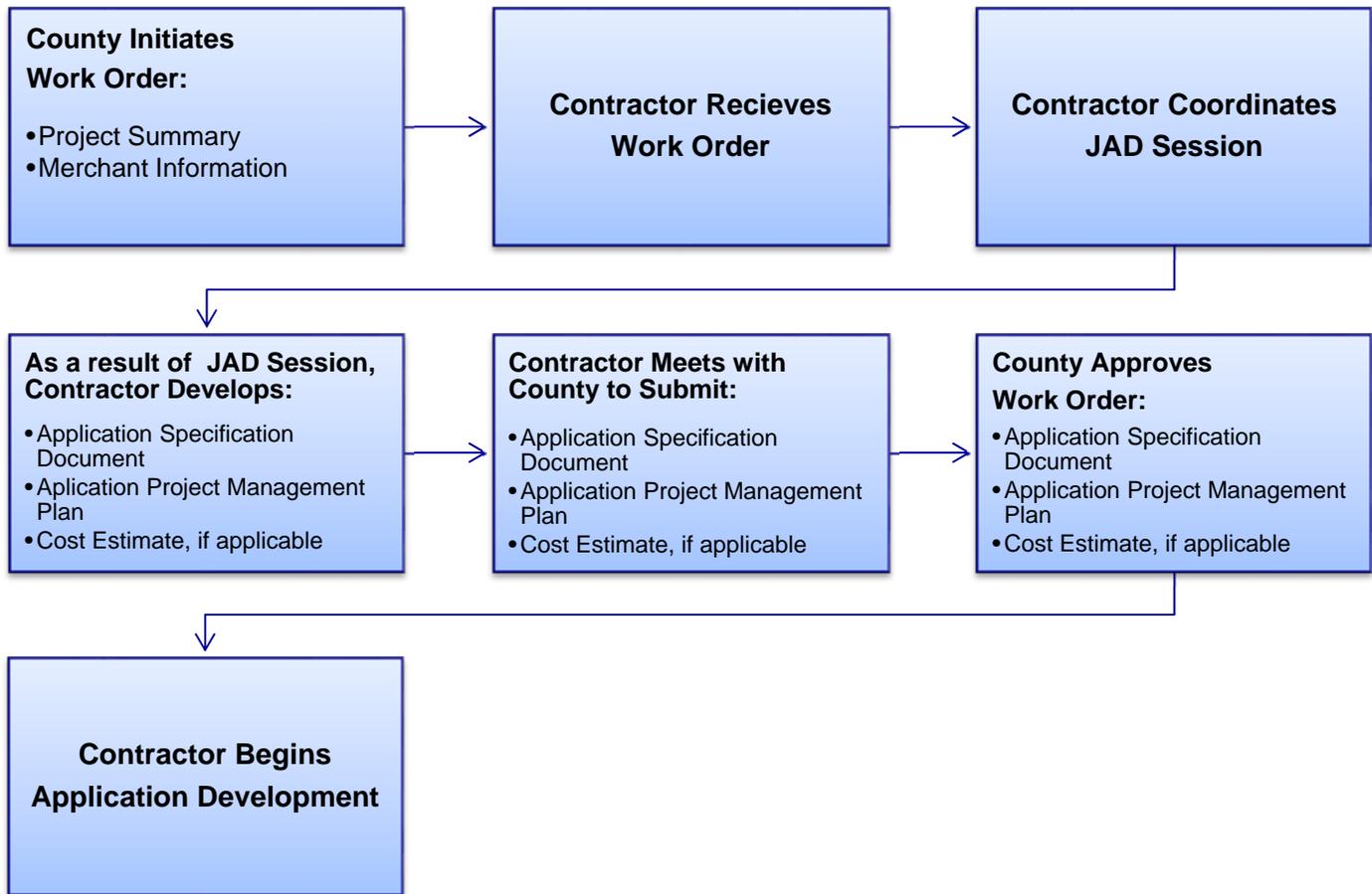
(Signature signify receipt and approval of Report)

SAMPLE TASK/DELIVERABLE ACCEPTANCE FORM

NAME AND ADDRESS	TRANSMITTAL DATE
CONTRACT TITLE	CONTRACT NUMBER
WORK ORDER TITLE	WORK ORDER NUMBER
FROM: _____ Contractor Project Manager (Signature Required)	TO: _____ County Project Manager County Department
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Contract, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.	
TASK DESCRIPTION (Including Task and subtask numbers as set forth in the Statement of Work)	DELIVERABLES (Including Deliverable numbers as set forth in the Statement of Work)
COMMENTS:	
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.	
COUNTY ACCEPTANCE: NAME: _____ Signature: _____ Date: _____ County Project Manager	

SAMPLE WORK ORDER FOR ELECTRONIC PAYMENT PROCESSING SERVICES

WORK ORDER PROCESS



**SAMPLE WORK ORDER
FOR
ELECTRONIC PAYMENT PROCESSING SERVICES**

Work Order No.: _____

Work Order Title: _____
(together with all Exhibits and Attachments thereto, and all as amended from time to time in accordance with the terms thereof, hereinafter "Contract")

Contract No.: _____

DEPARTMENT INFORMATION:

Start Date: _____

Requesting County Department: _____

Department Project Manager: _____

Business Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone Number: _____ **email:** _____

WORK ORDER ATTACHMENTS & HIPAA/HITECH:

- Project Summary
- Merchant Information
- HIPAA/HITECH (Indicate if this eCommerce Application is subject to the requirements of HIPAA/HITECH)

APPROVAL FOR PROJECT INITIATION:

By signing below, County Department has formally approved the Contractor to proceed, and Contractor agrees to so proceed, with Project Initiation in accordance with Section 3.3.1 (Project Initiation) and Section 3.3.3 (Joint Application Development Session) of the Exhibit A (Statement of Work), with respect to the project described in the Project Summary and Merchant Information.

**COUNTY OF LOS ANGELES
Department Project Manager**

By: _____

Name: _____

Title: _____

Date: _____

**COUNTY OF LOS ANGELES
Project Director**

By: _____

Name: _____

Title: _____

Date: _____

PROJECT SUMMARY

Work Order No.: _____

Work Order Title: _____

Project Summary Description:

MERCHANT INFORMATION
(To Be Completed by County Department)

Work Order No.: _____

Work Order Title: _____

1. Department/Agency		2. Federal Tax ID	
3. Street Address		City	State Zip Code
4. Division/Section		5. Program or Application Name	
6. Contact Name and Title		7. Telephone Number	8. Fax Number
9. Street Address		City	State Zip Code
10. E-mail Address			
11. Description of Products/Goods/Services Collected			
12. Check the Appropriate Box(es) for the Above Application			
<input type="checkbox"/> Over-the-Counter <input type="checkbox"/> Mail/Telephone/Fax <input type="checkbox"/> Interactive Voice Response			
<input type="checkbox"/> Internet – URL Address: _____ <input type="checkbox"/> Other _____			
13. Customer Descriptor (characters)		14. Customer Service Phone #, URL or City (13 char)	15. State (2 char)
16. Zip Code (5 char)	17. Total Annual Collections (\$)	18. Avg. Transaction Amount (\$)	19. Avg. Annual # of Transactions
20. Estimated Annual Credit Card Collections (\$)	21. Projected Refund in (%)	22. Transaction Range (\$)	23. Transaction Ceiling (\$)
24. Check the Appropriate Box for the Above Application			
<input type="checkbox"/> No Refund. <input type="checkbox"/> Refunds for returned merchandise, unsatisfactory service, or admission refund.			
<input type="checkbox"/> Refunds allowed pursuant to State and County laws and regulations. Attach a copy of the law, code, or regulation.			
<input type="checkbox"/> Other (please specify): _____			

MERCHANT INFORMATION
(To Be Completed by County Department)

25. Select the Type Of Card(s) or Payment To Be Processed (Check All That Apply)

- American Express
 Discover Card
 Visa
 MasterCard
 ATM/Debit (PIN Based)
 Automatic Bank Debit/Electronic Funds Transfer

26. Select the Settlement Method

- One settlement for all cards selected
 Separate settlement for each card selected
 (NOTE: Visa and MasterCard are always settled in one settlement.)

27. Equipment Options

- Connectivity: Dial NetConnect
 Electronic Swipe Terminal: Yes Reprogram County's owned equipment

	Model	Quantity	Rent	Purchase
Terminal				
Printer				
Other Equipment:				

- Total by Card Type: Yes No
 Capture Method: Host Capture Terminal Capture
 Manual Imprinter: Yes No

28. Contact Name	29. Division/Section	30. Telephone Number	31. Fax Number
------------------	----------------------	----------------------	----------------

32. Shipping Address			
----------------------	--	--	--

33. Preferred Date And Time for Terminal Training	34. Contact Name for Terminal Training	35. Telephone Number
---	--	----------------------

36. Terminal Telephone Number	37. Access Number for Outside Line
-------------------------------	------------------------------------

38. Contact Name	39. Alternate Contact Name
40. Division/Section	41. Division/Section
42. Telephone Number	43. Telephone Number

Contractor shall call anyone of the above contacts in cases when it would be necessary to get more information about a transaction that is being charged back and information is not on file.

**SAMPLE WORK ORDER
FOR
ELECTRONIC PAYMENT PROCESSING SERVICES**

Work Order No.: _____

Work Order Title: _____

THIS WORK ORDER (TOGETHER WITH ALL COUNTY-APPROVED DELIVERABLES HEREUNDER, THE "WORK ORDER") IS UNDERTAKEN BETWEEN THE COUNTY OF LOS ANGELES (HEREINAFTER "COUNTY") AND _____ (HEREINAFTER "CONTRACTOR") FOR WORK PURSUANT TO THE ABOVE CONTRACT. CAPITALIZED TERMS USED IN THIS WORK ORDER WITHOUT DEFINITION HAVE THE MEANINGS GIVEN TO SUCH TERMS IN THE CONTRACT.

1. GENERAL

Contractor shall satisfactorily perform and all the tasks, deliverables, goods, Services and other work detailed in the SOW with respect to the project described in this Work Order, all in compliance with the terms and conditions of this Work Order, and the Contract.

As a result of the JAD session and in accordance with Section 3.3.1 (Project Initiation) and Section 3.3.3 (Joint Application Development Session) of Exhibit A (Statement of Work), Contractor's response to this Work Order shall, at minimum, include the following deliverables:

- Application Specification Document
- Application Project Management Plan
- Cost Estimate, if applicable

Contractor shall additionally satisfactorily perform all other Services identified under the Application Specification Document and Application Project Management Plan, resulting from this Work Order in compliance with the terms and conditions of the Contract.

2. PERSONNEL

The following person is designated as Contractor's Project Manager who will be responsible for this Work Order:

Project Manager Name: _____

Telephone Number: _____ email: _____

**SAMPLE WORK ORDER
FOR
ELECTRONIC PAYMENT PROCESSING SERVICES**

3. PAYMENT

- A. In accordance with Paragraph 5.1.2, of the Contract, all development efforts required by Contractor to perform the tasks, deliverables, goods, Services and other work pursuant to Exhibit A (Statement of Work) and/or an individual Work Order shall be at the sole cost of the Contractor other than (1) those costs associated with any Customization efforts detailed and approved by County in individual Work Orders, or (2) where items and/or services are identified with specific fees/rates/prices in Exhibit B (Pricing Sheets).

Contractor shall satisfactorily provide and complete all required deliverables in accordance with this Work Order, Project Summary, Merchant Information, and Contractor's resulting Application Project Management Plan, and Application Specification Document approved by the County, notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount below.

The Total Maximum Amount that County shall pay Contractor for any Professional Services and/or equipment as detailed in Exhibit B (Pricing Sheets) to be provided under this Work Order is as follows:

WORK ORDER COST ESTIMATE FOR SERVICES/EQUIPMENT		
Professional Services* and/or Equipment	Hours/ Quantity	Amount
Total Maximum Amount		

*Professional services hours shall be calculated in accordance with the "Professional Services Rate" quoted in Exhibit B (Pricing Sheets).

- B. For this Work Order, Contractor shall invoice in accordance with Paragraph 5.5 (Invoices and Payments) of the Contract.

**SAMPLE WORK ORDER
FOR
ELECTRONIC PAYMENT PROCESSING SERVICES**

- C. Contractor shall submit all invoices under this Work Order in accordance with Paragraph 5.5 (Invoices and Payments) of the Contract to the following address:

(To be inserted at time of Work Order execution)

- D. Contractor shall refer to Paragraph 3.0 (Work) and Paragraph 5.0 (Contract Sum) of the Contract for all requirements related to work and payments.

4. SERVICE LEVEL STANDARDS

Without limiting the immediately succeeding paragraph of this Work Order, the parties hereby expressly acknowledge that Contractor, and all tasks, deliverables, goods, Services and other work provided under this Work Order, shall fully perform and comply with the Contract, with the requirements set forth in the SOW, Exhibit K (Performance Requirements Summary), and requirements outlined in this Work Order including the Project Summary, Merchant Information, and Contractor's resulting Application Specification Document and Application Project Management Plan approved by the County.

**SAMPLE WORK ORDER
FOR
ELECTRONIC PAYMENT PROCESSING SERVICES**

APPROVAL TO BEGIN DEVELOPMENT:

Work Order No.: _____

Work Order Title: _____

By signing below, County Department has formally approved the Application Specification Document, Application Project Management Plan, Cost Estimate (if applicable) and Work Order Total Maximum Amount.

By signing below, Contractor agrees to perform and complete the development phase of this Work Order in accordance with Section 3.3.4 (New Application Development) of Exhibit A (Statement of Work) and this Work Order generally.

ALL TERMS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE CONTRACT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE CONTRACT REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

**COUNTY OF LOS ANGELES
Department Project Manager**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**COUNTY OF LOS ANGELES
County Project Director**

By: _____

Name: _____

Title: _____

Date: _____

**ELECTRONIC PAYMENT PROCESSING SERVICES
PRICING SCHEDULE**

All work under this Contract is engaged in accordance with Section 3.0 of the Contract.

OPTION A: CONVENIENCE/SERVICE FEE MODEL – TAX TRANSACTION (WEB, IVR, POS)

Contractor shall provide to the County Transaction processing (Merchant) services to all tax Applications under a Convenience/Service Fee pricing model in exchange for the applicable Convenience/Service Fees and other fees described below under this Option A. Except as noted below, all fees under this Option A are paid by the Payer on a per Transaction basis. Convenience/Service Fees and other fees under Option A are payable to Contractor in accordance with Section 5.5 of the Contract. Contractor reserves the right to not accept any Payment Type in situations where doing so may be in violation of the rules and regulations governing that Payment Type. This option is specifically designed for those Applications that qualify for the Visa Government & Higher Education Payment Program, under which there is a separate set of unique rules and regulations that govern the Convenience/Service Fees.¹

Tax Applications	Rate
Credit/Debit Accepted ²	2.22% min \$1.49 per Transaction
eCheck	\$0.49 per Transaction

Ancillary Services	Rate	Frequency
Reporting Fee	Covered by Convenience/Service Fee	Per Application Per Month
eCheck Returns	Covered by Convenience/Service Fee	Per Event
eCheck Refunds	Covered by Convenience/Service Fee	Per Event
Chargebacks and Adjustments ³	Covered by Convenience/Service Fee	Per Event
48 hr Settlement (ACH)	\$0.00	Per Settlement
Chargeback – Foreign Exchange ⁴	\$0.00	Per Event

¹ Contractor has been certified by Visa to accept Convenience/Service Fees in a percentage and flat amount format for Applications that meet the Visa Government and Higher Education Payment Program requirements.

² American Express, Discover, MasterCard, and Visa cards, and debit cards processed through Star, NYCE and Pulse networks, as well as Visa Personal Signature Debit and Star, NYCE, and Pulse PINless Debit and PIN Debit.

³ An adjustment is where a credit card refund went back to a bad account number (Closed Account), and as a result the Transactions are returned back to the Contractor following the Chargeback process. Although this is a credit back to the Merchant, Contractor is charged a Chargeback fee and the item is in the Contractor's Chargeback file. In Contractor's system, it will look like a Chargeback, but the Merchant cannot dispute the Transaction, so it is classified as an adjustment.

⁴ Chargebacks differences that are derived from a foreign Card will be waived.

**ELECTRONIC PAYMENT PROCESSING SERVICES
PRICING SCHEDULE**

OPTION B: CONVENIENCE/SERVICE FEE MODEL – NON-TAX TRANSACTION (WEB, IVR, POS)

Contractor shall provide to the County Transaction processing (Merchant) services to all non-tax Applications under a Convenience/Service Fee pricing model in exchange for the applicable Convenience/Service Fees and other fees described below under this Option B. Except as noted below, all fees under this Option B are paid by the Payer on a per Transaction basis. Convenience/Service Fees and other fees under Option B are payable to Contractor in accordance with Section 5.5 of the Contract. Contractor reserves the right to not accept any Payment Type in situations where doing so may be in violation of the rules and regulations governing that Payment Type.

A fixed Convenience/Service Fee shall be set up front for all payment Applications based on the average payment size of credit and debit Card Transactions⁵. Once established, the fee would remain fixed for six months for all payment amounts for the payment Application. After the initial period (six months), the average payment amount would be reviewed regularly and may be adjusted no more frequently than on an annual basis, during the month of July, if the average payment falls into a different pricing category (higher or lower). The fee will also be reviewed and, if applicable, adjusted in accordance with Paragraph 5.1.4 of the Contract. All adjustments must be reviewed and accepted in writing by the County prior to implementation.

Non-Tax Applications Average Payment Amount Credit/Debit	WEB/IVR/POS Convenience/Service Fee⁶
\$0.00 - \$59.99	\$ 1.35
\$60.00 - \$79.99	\$ 1.80
\$80.00 - \$99.99	\$ 2.25
\$100.00 - \$119.99	\$ 2.70
\$120.00 - \$139.99	\$ 3.15
\$140.00 - \$159.99	\$ 3.60
\$160.00 - \$179.99	\$ 4.00
\$180.00 - \$199.99	\$ 4.50
\$200.00 - \$219.99	\$ 5.00
\$220.00 - \$239.99	\$ 5.35
\$240.00 + ⁷	2.22%

⁵ If payments were currently not being accepted utilizing Cards, the initial average payment amount would be calculated by increasing the overall average payment by 30%.

⁶ Acceptance of Payment Types as allowed by current rules and regulations.

⁷ Acceptance of Payment Types as allowed by current rules and regulations. Where amounts exceed \$240, an average payment amount whereby all Transactions will fit within that average +/- 20% will be established. The Convenience/Service fee for all Transactions will be set to the top of that range. If most payments cannot fit this model, Option B cannot be selected.

**ELECTRONIC PAYMENT PROCESSING SERVICES
PRICING SCHEDULE**

OPTION B: CONVENIENCE/SERVICE MODEL – NON-TAX TRANSACTION (Continued)

Tax Applications	Rate
eCheck	\$0.49 per Transaction

Ancillary Services	Rate	Frequency
Reporting Fee	Covered by Convenience/Service Fee	Per Application Per Month
eCheck Returns	Covered by Convenience/Service Fee	Per Event
Chargebacks and Adjustments ⁸	Covered by Convenience/Service Fee	Per Event
48 hr Settlement (ACH)	\$0.00	Per Settlement
Chargeback – Foreign Exchange ⁹	\$0.00	Per Event

⁸ An adjustment is where a credit/debit card refund went back to a bad account number (Closed Account), and as a result the Transactions are returned back to the Contractor following the Chargeback process. Although this is a credit back to the Merchant, Contractor is charged a Chargeback fee and the item is in the Contractor's Chargeback file. In Contractor's system, it will look like a Chargeback, but the Merchant cannot dispute the Transaction, so it is classified as an adjustment.

⁹ Chargebacks differences that are derived from a foreign Card will be waived.

**ELECTRONIC PAYMENT PROCESSING SERVICES
PRICING SCHEDULE**

OPTION C: CONVENIENCE/SERVICE FEE MODEL – NON-TAX PERCENTAGE TRANSACTION (WEB, IVR, POS)

Contractor shall provide to the County Transaction processing (Merchant) services to all non-tax Applications under a Convenience/Service Fee pricing model in exchange for the applicable Convenience/Service Fees and other fees described below under this Option C. Except as noted below, all fees under this Option C are paid by the Payer on a per Transaction basis. Convenience/Service Fees and other fees under Option C are payable to Contractor in accordance with Section 5.5 of the Contract. A variable Convenience/Service fee will be set up for all payment Applications where the average Transaction amount is more than \$240.00. Contractor reserves the right to not accept any Payment Type in situations where doing so may be in violation of the rules and regulations governing that Payment Type.

Non-Tax Applications	Credit, Debit, and ACH
Credit/Debit Accepted ¹⁰	2.22%, \$1.49 minimum per Transaction
eCheck	\$0.49 per Transaction

Ancillary Services	Rate	Frequency
Reporting Fee	Covered by Convenience/Service Fee	Per Application Per Month
eCheck Returns	Covered by Convenience/Service Fee	Per Event
eCheck Refunds	Covered by Convenience/Service Fee	Per Event
Chargebacks and Adjustments ¹¹	Covered by Convenience/Service Fee	Per Event
48 hr Settlement (ACH)	\$0.00	Per Settlement
Chargeback – Foreign Exchange ¹²	\$0.00	Per Event

¹⁰ American Express, Discover, MasterCard, Star, NYCE, and Pulse PINless Debit and Pin-based debit. Visa does not allow a convenience fee to be charged on any non-tax Transactions therefore Visa is not accepted under this Option C.

¹¹ An adjustment is where a credit card refund went back to a bad account number (Closed Account), and as a result the Transactions are returned back to the Contractor following the Chargeback process. Although this is a credit back to the Merchant, Contractor is charged a Chargeback fee and the item is in the Contractor's Chargeback file. In Contractor's system, it will look like a Chargeback, but the Merchant cannot dispute the Transaction, so it is classified as an adjustment.

¹² Chargebacks differences that are derived from a foreign Card will be waived.

**ELECTRONIC PAYMENT PROCESSING SERVICES
PRICING SCHEDULE**

OPTION D: AGENCY ABSORBED MODEL FIXED RATE PRICING (WEB, IVR, POS)

INTENTIONALLY OMITTED.

ELECTRONIC PAYMENT PROCESSING SERVICES PRICING SCHEDULE

OPTION E: AGENCY ABSORBED MODEL INTERCHANGE PASS-THROUGH (IPT) PRICING (WEB, IVR, POS)

Contractor shall provide to the County Transaction processing (Merchant) services to all Applications under an Agency Absorbed Interchange Pass-through pricing model in exchange for the applicable fees described below under this Option E. Such fees are payable to Contractor in accordance with Section 5.4 of the Contract. Contractor reserves the right to not accept any Payment Type in situations where doing so may be in violation of the rules and regulations governing that Payment Type.

Merchant Services	Rate	Frequency
Visa and MasterCard ¹³	IPT ¹⁴ + \$0.08	Per Transaction
Discover Discount	IPT ¹⁵ + \$0.08	Per Transaction
American Express Discount	IPT ¹⁶ + \$0.08	Per Transaction
PIN or PINless Debit Card Network	IPT ¹⁷ + \$0.08	Per Transaction
eCheck Payment/Refund Processing	\$0.00 including standard ACH verification ¹⁸	Per Transaction
IVR Line Fee ¹⁹	\$0.08	Per Minute

¹³ Credit/Debit Card and Signature Debit included.

¹⁴ IPT includes all Interchange Qualifications rates (per payment amount and per Transaction fees), dues, acquirer fees, and assessments (these fees will no longer apply once Worldpay becomes a part of the Contractor). These rates may vary by Card type, Transactions, and over time, and rates are subject to change solely at the determination of the Card Association or Card Issuer.

¹⁵ IPT includes all Discover Network rates (per payment amount and per Transaction fees) and acquirer fees (these fees will no longer apply once Worldpay becomes a part of the Contractor). Rates are subject to change solely at the determination of the network.

¹⁶ IPT includes all American Express Network rates (per payment amount and per Transaction fees) and acquirer fees (these fees will no longer apply once Worldpay becomes a part of the Contractor). Rates are subject to change solely at the determination of the network.

¹⁷ IPT includes all Debit Network rates (per payment amount and per Transaction fees) and acquirer fees (these fees will no longer apply once Worldpay becomes a part of the Contractor). These rates may vary by network and rates are subject to change solely at the determination of the networks.

¹⁸ There may be an additional charge for nonstandard ACH verification.

¹⁹ IVR Based, All Payment Types included, Credit, Debit, ACH, successful or unsuccessful Transactions. This pricing is for Agency Absorbed Models. There is no charge for Convenience/Service Fee Models which are Options A, B, and C.

**ELECTRONIC PAYMENT PROCESSING SERVICES
PRICING SCHEDULE**

**OPTION E: AGENCY ABSORBED MODEL INTERCHANGE PASS-THROUGH (IPT) PRICING
(WEB, IVR, POS) (Continued)**

Ancillary Services	Rate	Frequency
Reporting Fee	\$0.00	Per Application Per Month
eCheck Returns	\$1.75	Per Event
Chargebacks and Adjustments ²⁰	\$15.00	Per Event
48 hr Settlement Fee (ACH)	\$0.00	Per Settlement
Chargeback – Foreign Exchange ²¹	\$0.00	Per Event

²⁰ An adjustment is where a credit/debit card refund went back to a bad account number (Closed Account), and as a result the Transactions are returned back to the Contractor following the Chargeback process. Although this is a credit back to the Merchant, Contractor is charged a Chargeback fee and the item is in the Contractor's Chargeback file. In Contractor's system, it will look like a Chargeback, but the Merchant cannot dispute the Transaction, so it is classified as an adjustment.

²¹ Chargebacks differences that are derived from a foreign Card will be waived.

**ELECTRONIC PAYMENT PROCESSING SERVICES
PRICING SCHEDULE**

OPTION F: PAYMENT GATEWAY SERVICES ONLY PRICING

Contractor will provide to the County a Payment Gateway allowing a connection to the County's desired payment processor in exchange for the applicable fees described below under this Option F. Such fees are payable to Contractor in accordance with Section 5.5 of the Contract. Interchange and acquiring Merchant IDs (Merchant Services), Deposits (Settlement Services), and Chargebacks and Returns (Exception Handling) are the responsibility of the County. Contractor reserves the right to not accept any Payment Type in situations where doing so may be in violation of the rules and regulations governing that Payment Type.

Hosted Application Services	Rate	Frequency
Payment Gateway Fee – IP	\$0.05	Per Transaction
Payment Processing Fee ²²	0.10%	Per Payment Amount
Reporting Fee	\$25.00	Per Department Per Month

²² Applies to the following Payment Types: Discover, American Express, Visa, MasterCard, PIN and PINless Debit. Contractor Processing Fee is assessed for electronic authorization, capture, and deposit to a County's bank account; this would include the float for American Express and Discover for the consolidated Settlement.

ELECTRONIC PAYMENT PROCESSING SERVICES PRICING SCHEDULE

OPTION G – OPTIONAL PRODUCT AND SERVICES PRICING

Custom Development Application and Services – Contractor shall provide to County Departments Application and services to existing and new eCommerce Applications under a Hosted Environment Pricing Model utilizing development of a custom Application in exchange for the applicable fees described below under this Option G. Such fees are payable to Contractor in accordance with Section 5.5 of the Contract. Contractor reserves the right to not accept any Payment Type in situations where doing so may be in violation of the rules and regulations governing that Payment Type.

Custom Development Services	Rate	Frequency
Professional Services Rate ²³	\$120.00	Per Hour
IVR Voice Talent Recording	\$1,000.00	Per Recording Event
Hosting and Maintenance (Custom Only) ²⁴	\$35.00	Per Application Per Month (except Virtual Terminal)
Custom Application Service Provider Fee ²⁵	\$0.10	Per Transaction
Application Training – Remote	Waived	Per event
Application Training – Onsite	\$2,500	Per event
Collateral Marketing – Design	Quoted per Marketing Campaign	Per Marketing Campaign
Collateral Marketing – Printing and Distribution	Quoted per Marketing Campaign	Per Marketing Campaign

²³ Professional Services Rate shall be for Customizations only as described in Section 3.3.3, Joint Application Development Session, of Exhibit A (Statement of Work). Other than as specified in Section 3.5, Contractor's Outgoing Transition Plan, of Exhibit A (Statement of Work), De-Conversion will be provided at the Professional Services Rate. De-Conversion is to convert from Contractors application to another application.

²⁴ Hosting and maintenance for Standard Applications are provided by Contractor at no additional cost.

²⁵ Application Service Provider for Standard Applications is provided by Contractor at no additional cost.

**ELECTRONIC PAYMENT PROCESSING SERVICES
PRICING SCHEDULE**

OPTION H: TERMINALS²⁶ AND EQUIPMENT FEES – PURCHASE/RENTAL RATES

The list below includes the equipment recommended by FIS for use by the County. Other equipment, if needed, will be priced at 15% plus cost.

Note: The encryption key is used for programming the pin-debit functionality.

Terminal/Equipment Type ²⁷	Terminals & Equipment	Purchase Price	Monthly Rental Rate ²⁸	Frequency
Point of Sale Equipment: Standalone	Verifone Engage e280	\$243.00	\$19.00	Per Item
Point of Sale Equipment: Standalone	P400 – Wi-Fi	\$146.00	\$17.50	Per Item
Point of Sale Equipment: Standalone	Verifone Engage e285 (Wifi)	\$243.00	\$39.00	Per Item
Other Equipment, As Needed	TBD	Cost plus 15%	TBD	Per Item
	Shipping	Pass-through	N/A	Per Event
	Encryption Key Injection	\$10.00	N/A	Per Event
	Download Fee ²⁹	\$15.00	N/A	Per Event
	Supplies/Cables ³⁰	Pass-through	N/A	Per Event

²⁶ Terminals are provided under the convenience fee options (A, B, or C) at no cost if each terminal averages at least three (3) Transactions per day based on twenty (20) available days in a month. County must maintain such monthly POS Transaction history to qualify for this option. When contract ends the County will return any POS equipment that was provided free of charge. All equipment must be purchased or rented under agency-funded Option E or the payment gateway services only Option F.

²⁷ Contractor will honor manufacturer's warranty. Standard installation/deployment, configuration assistance, and support of terminals and equipment will be provided remotely at no additional cost beyond the applicable rates set forth above in this Option H.

²⁸ Monthly Rental Rates are based on a six (6) month minimum.

²⁹ Download fee will be charged if full download of profiles are needed. Partial downloads for users changes, upgrades, or time change will not be billable. The first download(s) in order for the Application to go live will not be billable. Download(s) required due to Contractor error(s) will not be billable.

³⁰ Standard power supplies are included with the standalone terminals. Each terminal shipment will include applicable cables (ex: Ethernet or phone cable), and power supply. One window decal may be ordered for each terminal at no cost. Examples of optional supplies/cables would be thermal paper rolls, extension cables, mounting hardware, and additional window decals. Wireless devices offer optional bases, dongles, holsters/carry case, and car charger.

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 No
- 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
- 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
- 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 No

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S CONTRACT DIRECTOR (CCD):

Name: Christie Carr
Title: Division Manager
Address: 1100 N. Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 267-3101
E-Mail Address: ccarr@isd.lacounty.gov

COUNTY'S PROJECT DIRECTOR (CPD):

Name: Kevy Ly
Title: Enterprise E-Government Portfolio Manager
Address: 9150 E. Imperial Hwy,
Downey, CA 90242
Telephone: (213) 248- 7370
E-Mail Address: kly@isd.lacounty.gov

COUNTY DEPARTMENT PROJECT MANAGER(S) (WORK ORDER PROJECTS)

Name: Various per Work Order
Title: _____
Address: _____

Telephone: _____ Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Signature: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S AUTHORIZED OFFICIAL(S) CONTINUED

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____
Signature: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____
Signature: _____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

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.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

Safely Surrendered



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.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

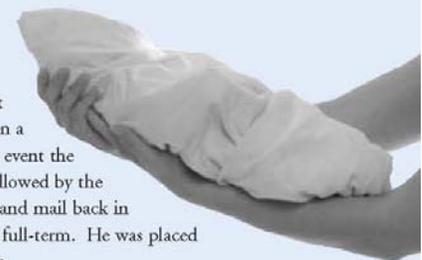
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**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. § 164.502 (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 **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.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.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Information Security and Privacy Requirements sets forth information security procedures to be established by Contractor before the Effective Date of the Contract and maintained throughout the term and following the expiration/termination of the Contract. These procedures are in addition to the requirements of the Contract. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County data and information (consisting of but not limited to County confidential information, Personally Identifiable Information, and Protected Health Information) against internal and external threats, vulnerabilities and risks; and (ii) continuously review and revise those measures to address ongoing threats, vulnerabilities and risks. Failure to comply with the minimum standards set forth in this Information Security and Privacy Requirements will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract.

References in this Contract to laws, rules, regulations, standards, guidelines, directives, policies, recommendations, and audits shall be deemed to refer to such laws, rules, regulations, standards, guidelines, directives, policies, recommendations, and audits as they are in effect from time to time, or, if applicable, successors thereto.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (in this "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel, agents and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on its staff performing work under the Contract as required by the Contract. 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 staff performing work under the Contract with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of Removable Media. For purposes of this Information Security and Privacy Requirements, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.
4. **Storage, Transmission, and Destruction of County Data.** All County data and information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with County Board of Supervisors policies (as provided in writing to Contractor) and applicable regulatory requirements, including but not limited to HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq, and AB1149 regarding Identity Theft Prevention. 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) County data and information, including but not limited to all Personally Identifiable Information, electronic Protected Health Information (stored and during transmission), and MI, in accordance with County Board of Supervisors policies (as provided in writing to Contractor) and applicable regulatory requirements, including but not limited to HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq, and AB1149 regarding Identity Theft Prevention. If County data and information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor shall destroy such County data and information (subject to Contractor's obligations to return any County data and information under the Contract) in a fashion that the information becomes unrecoverable, unusable, unreadable, and undecipherable 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 County data and information consistent with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Guidelines for

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

Media Sanitization² and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive³.

Contractor(s) and its subcontractors and/or agents that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the NIST Special Publication 800-88 titled Guidelines for Media Sanitization and DOD 5220.22-M.

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 thirty (30) days, a signed document from Contractor, its agents and/or subcontractors, that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Contractor, its agents and/or subcontractors shall certify that any County data and information 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. Contractor, its agents and/or subcontractors shall provide County with written certification, within thirty (30) business days of removal of any electronic storage equipment and devices that validates that any and all County data and information was destroyed and is unusable, unreadable, and/or undecipherable.

5. **Data Encryption.** Contractors 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 (HIPAA) of 1996, and implementing regulations. MI is defined in California Civil Code Section 56.05(j).
 - a. **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.

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

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

- b. **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.
- c. **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 Section 5 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
6. **Data Control, Media Disposal and Servicing.** Subject to and without limiting the requirements under the Contract), County data and information (i) may only be made available and accessible to those parties explicitly authorized under Section 11.2.3 of the Contract or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 Guidelines for the Selection and use of Transport Layer Security 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 using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization⁶).
7. **Hardware Return.** Upon termination or expiration of the Contract or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information, Personally Identifiable

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

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

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

Information or Protected Health 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 thirty (30) days of termination or expiration of the Contract or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization⁷).

8. **Physical and Environmental Security.** Contractor facilities that process County data and 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.
9. **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.
10. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
 - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
11. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304. With respect to the notification requirements under this Section 11, Security Incidents shall not include, without limitation, pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, provided no such

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

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incident results in loss of use of the System, unauthorized access, use or disclosure of County's PHI.

- 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.
- c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of policies, procedures and guidelines, and other documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County data and information.
- d. In the event of a Security Incident, Contractor shall take whatever reasonable steps that are necessary to halt such action, including taking the Hosting Services down. Contractor shall immediately contact the person designated by County to discuss what measure to take. However, if time is critical, action may be required before the contact can be reached. Contractor's action shall include, as appropriate:
 - i. Confirm the threat;
 - ii. Deny access from the source of the attack;
 - iii. Investigate the extent of the damage, in any;
 - iv. Back-up the affected systems and those suspected to be affected;
 - v. Strengthen defenses of the Hosting Environment and all other Contractor-controlled points of access to the System, not just the suspected path that the attacker used;
 - vi. Contact the Internet Service Provider (ISP) where the threat or attack originated and/or law enforcement to work with Contractor's security team;
 - vii. Produce an incident report within twenty-four (24) hours detailing Contractor's findings (i.e., steps taken to investigate the threat/attack/breach, impact to the County, remediation steps taken, and recommendations to prevent this type of threat in the future; and

- viii. Re-instate the denial of access after a set time period, but continue to monitor traffic from that source until risk of further attacks is deemed to be minimized.

12. **Security Audits.** Contractor will provide to County a summary of: (1) a summary of the final results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management). A full recertification is conducted every three (3) years with surveillance audits annually.
 - i. External Audit – Audit conducted by independent, qualified non-Contractor personnel, to assess Contractor’s level of compliance to applicable regulations, standards, and contractual requirements.
 - ii. Internal Audit – Audit conducted by qualified Contractor personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor’s Quality System (“CQS”) in support of applicable regulations, standards, and requirements.
 - iii. Supplier Audit – Quality audit conducted by qualified Contractor personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - iv. Detailed findings- are not published externally, but executive summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.
- b. SSAE-18 / SOC 1, Type 2 Report. As to the Hosting Services only:
 - v. Audit, conducted by an independent, qualified vendor, to span a full twelve (12) months of operation and is produced one (1) per year to keep it “fresh”.
 - vi. The resulting summary report is available to County.
- c. Vulnerability Testing. At least once per year, Contractor will retain an independent qualified vendor to conduct a vulnerability assessment and penetration testing of security processes, procedures and environment. Contractor shall enter into a confidentiality agreement with such vendor(s) prior to the vendor conducting the assessment and testing. Contractor will provide to County a summary of the report from the vendor(s) with the results of the assessment and testing.

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. If County determines that, as a result of review of such report(s), Company has been deficient or negligent in complying with the requirements of this Information Security and Privacy Requirements, County may request Contractor to take immediate corrective action. If such corrective action is not taken to the reasonable satisfaction of County (provided Contractor has discretion on how to implement such corrective action best suited for Contractor's Hosted Environment but still in full compliance with this Information Security and Privacy Requirements), County may terminate this Contract upon written notice to Contractor, without penalty, after providing Contractor thirty (30) days (or such greater amount of time as agreed to by the County) to comply with the County's additional requests following the implementation of the corrective action; provided that such opportunity to comply does not compromise the security of County data and information.

13. **Meetings with Security Staff.** Upon County's request, Contractor shall make its security staff available for a conference call with County's Project Director, County's Project Manager, and other County-designated staff. County may request a meeting annually, and in connection with each Security Incident, delivery of each summary report specified in Section 12 (Security Audits), and Contractor's status and completion of corrective action specified in any such summary report.

Applicable Security Standards. If at any time Contractor believes that a different security standard, guideline, recommendation, or audit from those referenced in this Information Security and Privacy Requirements more appropriately apply to Contractor, Contractor's systems, or the Services, Contractor may submit a request in writing to County's Project Director to revise the applicable standard, guideline, recommendation, or audit, provided that no such requested standard, guideline, recommendation, or audit be less stringent or provide for a less secure Hosted Environment than the existing standard, guideline, recommendation, or audit. County's Project Director is authorized to approve any such request, with written concurrence of County's Chief Information Security Officer or designee, such approval not to be unreasonably withheld or delayed.

PERFORMANCE REQUIREMENTS SUMMARY

The following are performance requirements and their associated method of calculation and liquidated damages due to County by Contractor. This Exhibit K shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided at law, in equity, as otherwise specified in the Contract (including but not limited to Contractor's indemnification obligations thereunder), and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

Failure to meet System Requirements

Failure of Contractor or any eCommerce Application, as the case may be, to meet any system requirement set forth in Sections 2.1 through 2.8 of the Statement of Work is considered a deficiency under Section 2.9 (Customer Service) of the Statement of Work and will be categorized according to Attachment A.8 (Customer Service Priority Levels) of the Statement of Work. For each occasion for which a deficiency has not been resolved by Contractor within the applicable time set forth in Attachment A.8, County shall be entitled to receive from Contractor, the following liquidated damages equal to the amount set forth in the chart below for the corresponding priority level established for that deficiency, which liquidated damages shall be deducted by County or paid by Contractor in accordance with Paragraph 8.26 (Liquidated Damages) of the Contract.

Deficiency Priority Level	Liquidated Damages
Level 1 Priority	Five hundred dollars (\$500) per day (or portion thereof) for the first seven (7) calendar days and one thousand dollars (\$1,000) per day (or portion thereof) thereafter until the deficiency is resolved, as determined by County's Project Director, or designee.
Level 2 Priority	Two hundred dollars (\$200) per day (or portion thereof) for the first ten (10) calendar days and three hundred (\$300) per day (or portion thereof) thereafter until the deficiency is resolved, as determined by County's Project Director.
Level 3 Priority	One hundred dollars (\$100) per day (or portion thereof), starting on the fifteenth (15th) day from the time that the incident is first reported until the deficiency is resolved, as determined by County's Project Director.
Level 4 Priority	One hundred dollars (\$100) per day (or portion thereof), starting on the thirtieth (30th) day from the time that the incident is reported until the deficiency is resolved, as determined by County's Project Director.

In the event that a deficiency is escalated or downgraded by the County in accordance with Attachment A.8 (Customer Service Priority Levels) of the Statement of Work, then the liquidated damages associated with such deficiency shall adjust to the applicable escalated or downgraded Priority Level.

System Availability Requirements

Notwithstanding the section above entitled "Failure to meet System Requirements," for each calendar month during which Contractor fails to meet a system availability requirement as set forth below, County shall be entitled to receive from Contractor liquidated damages equal to the corresponding liquidated damages for each violation of the stated system availability requirement, which liquidated damages shall be deducted by County or paid by Contractor in accordance with Paragraph 8.26 (Liquidated Damages) of the Contract.

System Availability Requirement	Method of Calculation	Liquidated Damages
<p>SOW 2.10.1 Production System Uptime</p>	<p>Production System Uptime % = $100 \times ((A-B)/A)$ where, A = the total number of hours for a given calendar month, less any scheduled downtime for maintenance and software Revision/Version B = the number of hours for which the eCommerce Solution or any eCommerce Application is not available during a calendar month</p>	<p>\$5,000 for each month of occurrence</p>
<p>SOW 2.10.2 Online Reporting and Refund Processing System Uptime</p>	<p>Online Reporting System Uptime % = $100 \times ((A-B)/A)$ where, A = the total number of hours for a given calendar month between 6am – 6pm Pacific Time, Monday through Friday. B = the number of hours for which the Online Reporting System is not available during a calendar month between 6am – 6pm Pacific Time, Monday through Friday.</p>	<p>\$1,000 for each month of occurrence</p>
<p>SOW 2.10.3 Test System Uptime</p>	<p>Test System Uptime % = $100 \times ((A-B)/A)$ where, A = the total number of hours for a given calendar month between 6am – 6pm Pacific Time, Monday through Friday. B = the number of hours for which the Test System is not available during a calendar month between 6am – 6pm Pacific Time, Monday through Friday.</p>	<p>\$500 for each month of occurrence</p>
<p>SOW 2.10.4 Secured File Transfer Protocol Uptime</p>	<p>Secured File Transfer Protocol Uptime % = $100 \times ((A-B)/A)$ where, A = the total number of hours for a given calendar month, less any scheduled downtime for maintenance and software Revision/Version. B = the number of hours for which the SFTP is not available during a calendar month.</p>	<p>\$3,000 for each month of occurrence</p>

All hours (and portions thereof) used in the above calculations shall be in increments of one (1).

Recovery Time Objective

Contractor shall operate the eCommerce Solution and eCommerce Applications to comply with the County's Recovery Time Objective (RTO) of twelve hours (12) in the event of a disaster or disruption of service (see Section 2.10.13 of Exhibit A (Statement of Work)). For each occasion that the Contractor does not meet this RTO, County shall be entitled to receive from Contractor liquidated damages equal to five thousand dollars (\$5,000), which liquidated damages shall be deducted by County or paid by Contractor in accordance with Paragraph 9.29 (Liquidated Damages, Withholding of Payments) of the Contract.

Recovery Point Objective

Contractor shall operate the eCommerce Solution and eCommerce Applications to comply with the County's Recovery Point Objective (RPO) of two hours (2) in the event of a disaster or disruption of service (see Section 2.10.13 of Exhibit A (Statement of Work)). For every occasion that the Contractor does not meet this RTO, County shall be entitled to receive from Contractor liquidated damages equal to five thousand dollars (\$5,000), which liquidated damages shall be deducted by County or paid by Contractor in accordance with Paragraph 9.29 (Liquidated Damages, Withholding of Payments) of the Contract.

Settlement Requirements

Notwithstanding the section above entitled "Failure to meet System Requirements," for each and every occasion that Contractor fails to meet a Settlement requirement as set forth below, County shall be entitled to receive from Contractor liquidated damages equal to the loss by County of any kind or nature resulting from inaccurate Settlement of funds, as determined by County, plus, for late Settlement, the interest payable at the Federal Funds Rate (360 day year) on the dollar amount of the Settlement for each day (or portion thereof) past the applicable Settlement requirement, which liquidated damages shall be deducted by County or paid by Contractor in accordance with Paragraph 9.29 (Liquidated Damages; Withholding of Payment) of the Contract.

SOW Reference	Settlement Requirement
<p align="center">SOW 2.6.13 Credit Card Settlement of Funds</p>	<p>For Card Transactions (whether or not Settled directly by payment processor to County) Contractor's eCommerce Solution shall ensure accurate Settlements according to the following schedule:</p> <ol style="list-style-type: none"> 1. Discover, MasterCard, and Visa within two (2) Banking Days of Transaction date. 2. All other Cards within three (3) Banking Days of Transaction date.

SOW Reference	Settlement Requirement
<p align="center">SOW 2.6.14 eCheck Settlement of Funds</p>	<p>For eCheck Transactions (whether or not Settled directly by payment processor to County), Contractor shall accurately Settle:</p> <ol style="list-style-type: none"> 1. With respect to all eCommerce Applications collecting property taxes or other taxes by County, within one (1) Banking Day of Transaction date. 2. With respect to all other Applications, within two (2) Banking Days of Transaction date. 3. Contractor's eCommerce Solution shall provide County the capability for real-time validation of the Payers checking account number and routing number without additional charges.
<p align="center">SOW 2.6.17 Originating Depository Financial Institution Information</p>	<p>Contractor shall provide County with its Originating Depository Financial Institution (ODFI) name(s), Transit Routing Number(s), and Company Identification Number(s). County will use this information to verify ACH credits and debits originated to County's bank account(s). Any changes to the ODFI information must be provided to County at least thirty (30) days prior to the change to avoid unintended Return by County's designated banks of ACH credits and debits originated by Contractor's eCommerce Solution or payment processor.</p>

Banking Rule/Data Security Guideline Compliance Requirements

Notwithstanding the section above entitled "Failure to meet System Requirements," for each and every occasion that Contractor fails to meet a Banking Rule or Data Security Guideline compliance requirement as set forth below, County shall be entitled to receive from Contractor liquidated damages equal to the corresponding liquidated damages for each violation of the stated Banking Rule/Data Security Guideline requirement, which liquidated damages shall be deducted by County or paid by Contractor in accordance with Paragraph 8.26 (Liquidated Damages) of the Contract.

Banking Rule/Data Security Guideline Requirement	Liquidated Damages
<p>SOW 2.6.21 – Rule/Guideline Compliance: Contractor and all eCommerce Applications shall comply with the Banking Rules and Data Security Guidelines during the performance of all work under this Contract. Contractor shall inform County within two (2) Banking Days of any rule and/or rule change to ensure County's continued compliance with any Banking Rules and/or Data Security Guidelines changes.</p>	<p>\$1,000 per occurrence of failure to notify County for major item, or \$200 per occurrence for minor item. County in its sole discretion will determine if item is major or minor.</p>

Banking Rule/Data Security Guideline Requirement	Liquidated Damages
<p>SOW 2.6.22 – Updates to Rules and Guidelines: Upon Contractor's notification of any changes, Contractor shall furnish County Departments with written updates and explanations of industry-related rules or regulatory changes, including changes to the Banking Rules and/or Data Security Guidelines with which County Departments must comply, or as otherwise required by the Banking Rules or Data Security Guidelines. Such updates and explanations shall additionally include a description of obligations with which specific County Departments must comply.</p>	<p>\$200 per violation</p>
<p>SOW 2.6.23 – Notification of Violations: Within two (2) Banking Days of Contractor's receipt of violation, Contractor shall notify County of any County violation of any Banking Rules and/or Data Security Guidelines immediately upon a responsible officer of Contractor becoming aware thereof (or should have become aware thereof upon due inquiry).</p>	<p>\$1,000 per occurrence of failure to notify County for major item, or \$200 per occurrence for minor item. County in its sole discretion will determine if item is major or minor.</p>
<p>SOW 2.6.25 – Adjustment and Retrieval Processing Timeframes: Contractor's eCommerce Solution shall process full and/or partial Refunds/Card credits, retrieval requests, ACH Returns, Chargebacks, and Refunds within the times required by the applicable Banking Rules. Upon County's request, Contractor shall work with individual County Departments to decrease a high Return or Chargeback rate</p>	<p>\$200 per occurrence</p>

Security Requirements and Payment Card Industry (PCI) Compliance

Notwithstanding the section above entitled "Failure to meet System Requirements," for each occasion that Contractor fails to meet a Security or PCI compliance requirement as set forth below, County shall be entitled to receive from Contractor liquidated damages equal to the corresponding liquidated damages for each violation of the stated security or PCI compliance requirement, which liquidated damages shall be deducted by County or paid by Contractor in accordance with Paragraph 8.26 (Liquidated Damages) of the Contract.

Security/PCI Compliance Requirement	Liquidated Damages
<p>SOW 2.7.4 – Payment Card Industry (PCI) Certification: Contractor must maintain current PCI certification for the duration of the awarded Contract. Additionally, Contractor must maintain current certification by any other Card Issuers or Associations with which Contractor must comply in order to perform the tasks or deliver goods and Services under the awarded Contract. If Contractor has been decertified, Contractor shall prepare and deliver to County a corrective action plan on how Contractor will remediate issues and reinstate certification. This plan of action shall be provided to the County within seventy-two (72) hours of Contractor's notification of decertification from the Card Issuers or Associations. PCI certification requires compliance with the following security standards found at www.pcisecuritystandards.org:</p> <ul style="list-style-type: none"> • PCI Data Security Standard (PCI-DSS), a multifaceted payment card security standard for accepting payment cards, and to store, process, and/or transmit cardholder data. PCI-DSS includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. • Payment Application Data Security Standard (PA-DSS) and Security Assessment Procedures, which ensures that the eCommerce Solution and eCommerce Applications are PCI-DSS compliant. • PIN Transaction Security (PTS), comprised of a single set of requirements for all personal identification number (PIN) terminals, including POS devices, encrypting PIN pads and unattended payment terminals. 	<p>\$5,000 per occurrence of failure to maintain PCI certification.</p> <p>\$1,000 per occurrence of failure to notify County.</p>
<p>SOW 2.7.8 – Computer Security Breach Notification: Contractor shall notify County's Customer Assistance Center within twenty-four (24) hours following the identification of any Security Incident, including any breach, attack, or introduction of any disabling device and/or source codes, related to the eCommerce Applications or eCommerce Solution.</p>	<p>\$1,000 per occurrence of failure to notify County.</p>

Security/PCI Compliance Requirement	Liquidated Damages
<p>SOW 2.7.9 – Computer Security Breach Reports: Contractor must provide a written report and assessment regarding all actions taken concerning each identified Security Incident, including any breach, attack, or introduction of any disabling device and/or source codes, the current status and any potential impact(s) of the Security Incident to the County. Each Security Incident shall be categorized as either minor or major according to its criticality of. For a minor Security Incident, which causes limited loss of confidentiality, integrity, protection and/or availability of the eCommerce Solution or one or more eCommerce Applications, this report and assessment shall be provided within twenty-four (24) hours following the identification of the minor Security Incident. For a major Security Incident, which causes significant and catastrophic loss of confidentiality, integrity, protection, and/or availability of the eCommerce Solution or eCommerce Applications, this report and assessment shall be provided within eight (8) hours following the identification of the major Security Incident. Refer to Attachment A.6 (Sample Security Incident Report) for a sample.</p>	<p>\$500 per occurrence of failure to notify County.</p>

Deliverable Requirements

Project Management and Planning

For each occasion upon which a key Project Management and Planning deliverable has not been completed by Contractor by the Date for Completion as set forth in the chart below, County shall be entitled to receive from Contractor liquidated damages equal to one hundred dollars (\$100) for each calendar day that such Project Management and Planning deliverable is not completed, which liquidated damages shall be deducted by County or paid by Contractor in accordance with Paragraph 8.26 (Liquidated Damages) of the Contract.

Key Task and Deliverable	Date for Completion
<p>SOW 3.1.2 Develop Project Control Document</p>	<p>Thirty (30) calendar days from Contract execution.</p>
<p>SOW 3.1.3 Application Project Management Plan</p>	<p>Seven (7) calendar days after completion of the JAD session(s).</p>
<p>SOW 3.1.4 Business Continuity and Disaster Recovery Plan</p>	<p>Thirty (30) calendar days from Contract execution.</p>
<p>SOW 3.4.1 Provide Ongoing eCommerce Services</p>	<p>Monthly Performance Summary Report is due seven (7) calendar days from the first of every month.</p>

Incoming Transition

If applicable, for each occasion upon which a key Incoming Transition deliverable has not been completed by Contractor by the Date for Completion as set forth in the chart below, County shall be entitled to receive from Contractor liquidated damages equal to two hundred dollars (\$200) for each calendar day that such Incoming Transition deliverable is not completed, which liquidated damages shall be deducted by County or paid by Contractor in accordance with Paragraph 8.26 (Liquidated Damages) of the Contract.

Applicable Deliverable	Date for Completion
SOW 3.2.1 Transition Planning	Thirty (30) calendar days from Contract execution.
SOW 3.2.2 Transition Project Initiation	Five (5) business days from County approval of the Transition Work Order.
SOW 3.2.11 Transition Phase Close-Out	100% Complete

On-Boarding New eCommerce Applications and Enhancements

For each occasion upon which a key on-boarding new eCommerce Application or enhancement deliverable has not been completed by Contractor by the Date for Completion as set forth in the chart below, County shall be entitled to receive from Contractor liquidated damages equal to one hundred dollars (\$100) for each calendar day that such on-boarding new eCommerce Application or enhancement deliverable is not completed, which liquidated damages shall be deducted by County or paid by Contractor in accordance with Paragraph 8.26 (Liquidated Damages) of the Contract.

Applicable Deliverable	Date for Completion
SOW 3.3.1 Project Initiation	Seven (7) business days from County approval of a Work Order and/or SMA.
SOW 3.3.3 Joint Application Development Session	Application Specification Document is completed within seven (7) calendar days after completion of the JAD session(s).
SOW 3.3.4 New Application Development	Completed and tested eCommerce Application in the customer acceptance test environment within six (6) calendar weeks or otherwise specified in the APMP.
SOW 3.3.8 Application Deployment	Seven (7) calendar days of County's successful completion of Customer Acceptance Testing.
SOW 3.3.9 Post-implementation Review	Thirty (30) calendar days after Application Deployment.

Customer Service

Notwithstanding the section above entitled "Failure to meet System Requirements," for each occasion that Contractor fails to meet a customer service requirement as set forth below, County shall be entitled to receive from Contractor liquidated damages equal to two hundred dollars (\$200) for each violation of the stated customer service requirement, which liquidated damages shall be deducted by County or paid by Contractor in accordance with Paragraph 8.26 (Liquidated Damages) of the Contract.

SOW Reference	Customer Service Requirement
<p align="center">SOW 2.9.1 Technical Support</p>	<p>Contractor shall provide USA-based 24/7, 365/366, live technical support to authorized County staff and third-party vendors when directed by County to resolve issues and remedy deficiencies. Contractor shall provide to County Departments a toll-free telephone number and email address to contact Contractor's Technical Support.</p>
<p align="center">SOW 2.9.2 Business Support</p>	<p>Contractor shall provide USA based customer service and business support to County Departments' staff with respect to all eCommerce Applications, Services and other works through a toll-free telephone number and email address between the hours of 7am – 5pm Monday through Friday Pacific Time excluding recognized federal banking holidays.</p>
<p align="center">SOW 2.9.3 Telephone Hold Time</p>	<p>Contractor shall provide telephone support with an average hold time for technical and business support calls not to exceed one three (3) minutes (monthly average). Contractor shall produce and deliver a monthly report that captures actual average hold time.</p>
<p align="center">SOW 2.9.4 Email Response Time</p>	<p>Contractor shall provide email support to County staff with an average response time to technical and business support emails not to exceed one (1) hour between the hours of 7am – 5pm Pacific time, Monday through Friday. Response emails to County staff shall not be automatically generated responses.</p>
<p align="center">SOW 2.9.5 Problem Resolution</p>	<p>Contractor shall resolve problems per the resolution timelines defined in Attachment A.8 (Customer Service Priority Levels), or with County approval, provide a resolution plan with an estimated resolution date no later than twenty-four (24) hours of problem notification. Resolution timelines are measured from the earlier of (a) County's report of the problem and (b) Contractor's other discovery of the problem.</p>
<p align="center">SOW 2.9.6 Electronic File Transmission File Notifications</p>	<p>For each eCommerce Application, Contractor shall provide an email notification of successful or unsuccessful file transfers to a pre-designated email distribution group. The email notification shall be automatically scripted and delivered as part of the electronic file transfer software process.</p>

SOW Reference	Customer Service Requirement
<p align="center">SOW 2.9.7 Production Incident Reports</p>	<p>Contractor shall provide a Production Incident Report upon successful resolution of the reported incident within three (3) calendar days of resolution, including incidents involving the Contractor's Subcontractor. The Production Incident Report shall include, at a minimum, the date, time and person who reported the incident, description, County impact, cause, solution, steps taken to implement solution, and future prevention measures. Refer to Attachment A.9 (Sample Production Incident Report) for a sample Production Incident Report.</p>
<p align="center">SOW 2.9.8 Help Desk Manual</p>	<p>Contractor's eCommerce Solution shall provide the County online access to a Help Desk Manual which documents troubleshooting techniques, problem resolution, escalation procedures, and County and Contractor's roles and responsibilities. The Contractor shall revise and update the Help Desk Manual for the duration of the Contract.</p>
<p align="center">SOW 2.10.5 Unscheduled Outage Notification</p>	<p>Without limiting Contractor's obligations to remedy problems within the resolution timelines required by this SOW, Contractor shall provide notification to County-designated staff regarding unscheduled system outages, catastrophic disasters, component failure, or data losses no later than one (1) hour after an incident is discovered. Additionally, without limiting Contractor's obligations to remedy problems within the resolution timelines required by this SOW, Contractor shall deliver a disaster recovery assessment report specific to the unscheduled outage incident within twenty-four (24) hours after incident is discovered.</p>
<p align="center">SOW 2.10.7 Scheduled Maintenance Notification</p>	<p>Contractor shall provide written notification to County of scheduled maintenance and software upgrades/releases that impact any eCommerce Application no less than seven (7) calendar days prior to commencement thereof.</p>
<p align="center">SOW 2.10.8 Out of Service Notification</p>	<p>Contractor's eCommerce Solution shall display, an outage message/notification to the Payer, as follows:</p> <ol style="list-style-type: none"> 1. If there is lead time, notification of the future outage. 2. During the actual outage, display the outage message.
<p align="center">SOW 2.10.10 Preventive Maintenance</p>	<p>Contractor's eCommerce Solution shall perform periodic preventive maintenance and provide written notification to County prior to scheduling.</p>

SOW Reference	Customer Service Requirement
<p align="center">SOW 2.10.11 Software Upgrades/Releases</p>	<p>Contractor shall:</p> <ol style="list-style-type: none"> 1 Conduct thorough internal quality assurance testing of any Revisions/Versions prior to delivery to the County. 2 Provide certification of successful internal quality assurance test results to County twenty-one (21) calendar days prior to implementation. 3 County reserves the right and shall be offered the opportunity to conduct its own testing in the Contractor's customer acceptance environment prior to Contractor's implementation. 4 Obtain the County's formal approval to implement at least seven (7) calendar days prior to implementation. 5 Software Revision/Version documentation shall be delivered to County fourteen (14) calendar days prior to implementation. 6 Contractor shall not create a negative operational impact on any existing Application when installing a software Revision/Version. 7 Any and all software Revision/Version deployment time-frames shall be mutually agreed upon between Contractor and County. 8 For new software Revision/Version, conduct a thirty (30) calendar day post-implementation review and provide status to the County.
<p align="center">SOW 2.10.12 Freeze Periods</p>	<p>Contractor's eCommerce Solution shall observe County annual freeze schedules, where maintenance and software Revision/Version shall not be performed. For example, with respect to the County's property tax program, Contractor's eCommerce Solution shall not schedule or perform any maintenance or software Revision/Version on the dates of the December and April tax deadlines and the immediately preceding twenty-one (21) calendar days.</p>

Failure to Replace Key Staff

If Contractor fails to provide qualified replacement staff for any of Contractor's key staff as set forth in Paragraph 7.3 (Approval of Contractor's Staff) of the Contract, Contractor shall pay County liquidated damages equal to five hundred dollars (\$500) for each business day after the tenth (10th) business day that such qualified replacement staff is not provided, as determined by the County Project Director.

IRS NOTICE 1015

(Obtain latest version from IRS website)

<http://www.irs.gov/pub/irs-pdf/n1015.pdf>

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

Have You Told Your Employees About the Earned Income Credit (EIC)?**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION 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.

- 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 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.)

2.206.60 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 Contract, where the Contractor was certified at the time the Contract was entered into and at any subsequent renewal, extension and/or amendment to the Contract.
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

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.)

SUBCONTRACTORS

1. Current Processors:

- a. Paymentech, LLC / JPMorgan Chase Bank, N.A.
- b. Regions Financial Corporation

2. Future Processors (migration anticipated to start in February 2021):

- a. Base Commerce LLC dba Check Commerce / Fifth Third Bank NA
- b. WorldPay LLC / Citizens Financial Corporation
- c. Regions Financial Corporation



Los Angeles County Solicitations



LOS ANGELES COUNTY
INTERNAL SERVICES DEPARTMENT
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Solicitation Information

Solicitation Number:	I104793		
Title:	ELECTRONIC PAYMENT PROCESSING SERVICES		
Department:	Internal Services Department		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	CONSULTING SERVICES - COMPUTER SOFTWARE		
Description:	Please take notice that the Los Angeles County Internal Services Department (ISD) is issuing a Request for Proposals (RFP) to... More		
Open Day:	10/8/2019	Closed Date:	11/14/2019 12:00:00 PM
Contact Name:	Krystina Ido	Contact Phone:	(562) 940-3099
Contact Email:	Kido@isd.lacounty.gov		
Notice of Intent to Award (0):	Click here to view notice intent to award list.		
Solicitation Award (0):	Click here to view award list.		
Amendment (1):	Click here to view the amendment list.		
Last Changed On:	11/5/2019 5:18:21 PM		
Attachment File (1):	Click here to download attachment files.		

Community Business Enterprise Program Information

FIRM INFORMATION*		FIDELITY INFORMATION SERVICES, LLC. (SELECTED CONTRACTOR)	CityBase, Inc.	CSG Forte Payments, Inc.	Grant Street Group, Inc.	JP Morgan Chase Bank, National Association	LexisNexis VitalChek Networks, Inc.	Point and Pay, LLC.	Value Payment Systems, LLC.
CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP							
OWNERS/PARTNERS	Black/African American	22 / 2%	0	2 / 15.3%	0	National Banking Association Numbers not available.	Numbers not available.	0	Numbers not available.
	Hispanic/Latino	29 / 3%	0	0	0			0	
	Asian or Pacific Islander	80 / 8%	0	1 / 7.70%	0			0	
	American Indian	2 / .22%	0	0	0			0	
	Two or More Races	N/A	N/A	N/A	N/A			N/A	
	White	811 / 87%	1 / 100%	10 / 77%	2 / 100%			1 / 100%	
	Women	278	0	6	0			0	
		NUMBER							
MANAGER	Black/African American	163	0	3	0	2885	2	0	Numbers not available.
	Hispanic/Latino	143	1	0	0	3468	8	2	
	Asian or Pacific Islander	197	0	3	0	7220	2	0	
	American Indian	4	0	0	0	61	0	1	
	Two or More Races	N/A	N/A	N/A	N/A	520	N/A	N/A	
	White	1721	22	8	4	20821	30	10	
	Women	901	4	8	2	14731	19	8	
STAFF	Black/African American	1905	4	24	0	16730	19	6	Numbers not available.
	Hispanic/Latino	1205	5	13	0	27809	57	12	
	Asian or Pacific Islander	1612	8	34	2	16177	10	3	
	American Indian	50	0	0	0	356	2	3	
	Two or More Races	N/A	N/A	N/A	N/A	2373	N/A	0	
	White	9479	53	66	2	50532	90	36	
	Women	6521	18	90	1	65360	116	31	
Total # of Employees		17,423	93	151	8	148,952	220	73	
BUSINESS STRUCTURE		LLC.	Corporation	Corporation	Corporation	National Banking Ass	Corporation	Corporation	Corporation
COUNTY CERTIFICATION									
CBE		N	N	N	N	N	N	N	N
LSBE		N	N	N	N	N	N	N	N
OTHER CERTIFYING AGENCY		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Information provided by vendors in response to the RFP. On final analysis and consideration of award, vendors were selected without regard to race, creed or color.

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	8/19/2020	
BOARD MEETING	10/13/2020	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No OPS Deputies request all VSAP related BLs go to the Board.	
SUPERVISORIAL DISTRICT AFFECTED	ALL	
DEPARTMENT	RR/CC	
SUBJECT	Notice of Intent to Negotiate a Sole Source Contract with Konnech, Inc. for PollChief	
PROGRAM	Voting Solutions for All People (VSAP)	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: Current license is expiring on 10/22/20 for use for the November 2020 election.	
DEADLINES/ TIME CONSTRAINTS	The expiration of the current license is on October 22, 2020. It is a continued critical need for the County to secure a PollChief license renewal for uninterrupted services for the November 2020 election and future elections. The continuation of services will provide the necessary resources for future customizations and enhancements as well as to address all outcomes from the March 2020 Primary Election defined in the RR/CC April 27, 2020 Board Report.	
COST & FUNDING	Total cost: \$ TBD	Funding source: VSAP Program
	TERMS (if applicable): TBD	
	Explanation:	
PURPOSE OF REQUEST	To review the Notice of Intent for a Sole Source Contract document at Operations Cluster per BOS Policy Manual 5.100 (Sole Source Contracts).	
BACKGROUND (include internal/external issues that may exist)	PollChief is a web-based, high performance election management software that organizes the administration of elections. The current PollChief license will expire on October 22, 2020. The RR/CC is seeking a license renewal, plus additional customizations to the product for use in upcoming elections.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Dean Logan, RR/CC, (562) 462-2716 & DLogan@rrcc.lacounty.gov 	



DEAN C. LOGAN
Registrar-Recorder/County Clerk

August 19, 2020

TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Janice Hahn

Sachi A. Hamai, Chief Executive Officer

FROM: Dean C. Logan, Registrar-Recorder/County Clerk

NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH KONNECH, INC

This is to notify your Board that the Registrar-Recorder/County Clerk (RR/CC) intends to negotiate a sole source contract with Konnech to renew the PollChief Election Management Software License, Hosting, Customization and Maintenance and Support (M&S) services. PollChief is a web-based, high-performance election management software that organizes the administration of elections. The current PollChief license expires on October 22, 2020.

PollChief Procurement History

On October 10, 2019, a purchase order (PO) was issued to Konnech (PO-RR-20006222-1) for a one-year PollChief software license for \$99,900 for online access to the Poll Location Management System, Poll Worker Management System, Poll Worker Application Portal and Election Work Account to manage election staffing and equipment.

Due to the complexity of elections conducted in Los Angeles County, and the new voting model; Voting Solutions for All People (VSAP), the Commercial off the Shelf PollChief solution requires additional customization to meet the needs of Los Angeles County.

To account for the necessary customizations required for the November 2020 Election, a second PO was issued to Konnech (PO-RR-21005183-1) for \$199,999.

Sole Source Justification

Konnech provides a proprietary software product and is the only authorized maintenance and support service provider for PollChief. In addition, it is a continuing critical need for the County to secure uninterrupted support services to assure that all system components are fully functional during election cycles. Obtaining PollChief licensing renewal, additional licenses and further customizations will provide the RR/CC with the necessary tools to ensure the required services are maintained and supported. to meet our future needs beyond the November 2020 Election as indicated in our April 27, 2020 VSAP Board Report. We are seeking authority to negotiate an extended contract for licensing and services.

NEXT STEPS

In accordance with Board Policy 5.100, we will proceed to enter into negotiations with Konnech after a four-week holding period, unless otherwise directed. Negotiations with Konnech will commence on September 19, 2020. The negotiated contract will be provided for your Board's approval on October 13, 2020.

If you have any questions, please e-mail questions to contracts@rcc.lacounty.gov.

cc: Chief Executive Office
Executive Office, Board of Supervisors
Board Deputies
Chief Information Office
County Counsel

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	8/19/2020	
BOARD MEETING	NA	
DELEGATED AUTHORITY BOARD LETTER	Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Treasurer and Tax Collector (TTC)	
SUBJECT	In response to the August 13, 2019 Board Motion Agenda Item No. 27, TTC provided a report regarding Public Finance Diversity and Inclusion Initiative on February 28, 2020. This follow-up report provides an update to the progress made by TTC's Public Finance Office.	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Update report back to the Board in six months (August 28, 2020).	
COST & FUNDING	Total cost: N/A	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation:	
PURPOSE OF REQUEST	As requested by the Board, TTC will provide an update of progress made to enhance diversity and inclusion within specific areas pertaining to public finance: project-specific outreach and targeted vendor engagement, development of a vendor database, reducing barriers to participation, outreach and partnership opportunities with professional organizations, and regional public agency practices. Although the COVID-19 pandemic created some implementation challenges, the public finance office has been able to carry out this initiative in various ways, including: assembling a diverse underwriting syndicate for the two most recent financings completed, developing plans to expand the upcoming solicitation for the underwriting services pool, and continued outreach to affinity groups to participate and partner in events to advance diversity and inclusion.	
BACKGROUND (include internal/external issues that may exist)		
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Keith Knox, Treasurer and Tax Collector, (213) 974-2101, kknox@ttc.lacounty.gov • Elizabeth Ginsberg, Chief Deputy Treasurer and Tax Collector, (213) 974-0703, eginsberg@ttc.lacounty.gov • Daniel Wiles, Assistant Treasurer and Tax Collector, (213) 974-7175, dwiles@ttc.lacounty.gov 	



KEITH KNOX
TREASURER AND TAX COLLECTOR

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) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

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

August 28, 2020

TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Janice Hahn

FROM: Keith Knox
Treasurer and Tax Collector

SUBJECT: **PUBLIC FINANCE DIVERSITY AND INCLUSION INITIATIVE UPDATE
(ITEM NO. 27, AGENDA OF AUGUST 13, 2019, REPORT DATED
FEBRUARY 28, 2020)**

On August 13, 2019, your Board instructed the Treasurer and Tax Collector (TTC) in consultation with the Department of Consumer and Business Affairs (DCBA), County Counsel, the Internal Services Department (ISD) and other relevant County departments to report back with analysis and recommendations for developing a Public Finance Diversity and Inclusion Initiative to enhance the level of diversity and inclusion reflected by our financial partners. On February 28, 2020, we provided an initial report focusing on: project-specific outreach and targeted vendor engagement, development of a vendor database, reducing barriers to participation, outreach and partnership opportunities with professional organizations, and regional public agency practices. In our original report, I committed to provide your Board an update of our progress in six months. While the COVID-19 pandemic has impacted our advancement in certain respects, we have made considerable progress as outlined below.

Project-Specific Outreach and Targeted Vendor Engagement

Since our original report to your Board, TTC has not issued any solicitations for finance-related services. However, we are preparing to resolicit our underwriting pool in late 2020 and will include as part of our outreach an advertisement in The Bond Buyer, the preeminent public finance industry publication. We also will distribute our underwriting services request directly to professional organizations in public finance representing

women, Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals and ethnic minorities.

Our ongoing financing activities have reflected our commitment to diversity. Both of our underwriting syndicates in the County's financings for 2020, including the Tobacco Securitization Refinancing of \$350 million and the annual Tax and Revenue Anticipation Note Financing of \$1.2 billion, included Emerging Firms, representing minority-owned firms and/or disabled veteran owned firms.

Vendor Database

As noted in our February 28, 2020 report, my office worked with County Counsel to modify the Community Business Enterprise (CBE) form to allow firms to voluntarily disclose LGBTQ workforce characteristics. We will utilize the updated CBE form in our upcoming solicitations, including our request for underwriting services.

Furthermore, my office is working with our Systems Branch to develop a vendor database to maintain the data aggregated from the CBE form to analyze key data points of our solicitations and monitor progress.

Reducing Barriers to Participation

In consultation with County Counsel and ISD, we will include Local Small Business Enterprise (LSBE) and Disabled Veterans Business Enterprise (DVBE) preferences, to the extent possible, for our upcoming underwriting services solicitation. In addition, to provide opportunity to newly formed firms, we will expand our annual pool review to accept new proposals from firms that did not apply at the beginning of the five-year period.

Outreach and Partnership Opportunities with Professional Organizations

One of our first significant partnership activities included TTC co-sponsoring a networking event for finance professionals representing various affinity groups; however, the COVID-19 pandemic forced its cancellation. The pandemic has also curtailed the conference and meeting schedules of many professional organizations. Despite these challenges, we have continued our outreach to professional organizations to inform them of our interest in participating in their events to further diversity and inclusion. In August, I will be part of a group discussion hosted by Women in Public Finance on issues including systemic racism.

Regional Public Agency Practices

Local public finance professionals have been absorbed by efforts to manage the financial impact of the pandemic, particularly through the season of budget development. However, we have scheduled semi-annual updates with local municipalities to enhance and coordinate our shared practices. Specifically, we recently reached out to the City of Los Angeles to discuss our plans for the upcoming underwriting pool solicitation and gained insight of their upcoming projects. We intend to reach out to additional local public agencies to build momentum to the development of a roundtable of public finance managers at neighboring agencies.

I will report back to your Board on our progress on this initiative at the end of the fiscal year.

Should you have any questions or require further information, please let me know or your staff may contact Daniel Wiles, Assistant Treasurer and Tax Collector, at (213) 974-7175 or dwiles@ttc.lacounty.gov.