



COUNTY OF LOS ANGELES

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March 12, 2013

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 March 12, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE AGREEMENT WITH FIDELITY INFORMATION SERVICES, LLC
FOR COUNTYWIDE ELECTRONIC PAYMENT PROCESSING SERVICES
(ALL SUPERVISORIAL DISTRICTS – 3 VOTES)**

SUBJECT

Request approval of an Agreement with Fidelity Information Services, LLC, to provide Countywide Electronic Payment and Credit/Debit Card Processing Services to participating County departments and agencies effective March 21, 2013.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the Agreement (Attachment 1) with Fidelity Information Services, LLC (FIS), to provide Electronic Payment Processing Services to County departments, related agencies and districts, effective March 21, 2013, for a period of five years, with two additional one-year period renewal options, and six month-to-month extensions.
2. Delegate authority to the Chief Information Officer (CIO), or his designee, to:
 - a) Execute Work Orders engaging the Contractor to perform electronic payment processing services on behalf of County departments, related agencies and districts; and

- b) Execute any Agreement Change Notice or Amendment that implements a change to the Agreement except, for changes that: 1) modify Paragraph 9.1 (Amendments, Change Notices, and Change Requests); 2) extend the term of the Agreement beyond the term, including all renewal options and extensions authorized by your Board; 3) amend Exhibit B (Pricing Schedule) of the Agreement to increase any of the rates set forth, therein, unless such increase is pursuant to Paragraph 5.1.4 of the Agreement; and 4) approve any subcontract and subcontractor employees in accordance with the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 4, 2006, your Board approved Agreement No. 75621 for Electronic Payment and Credit/Debit Card Processing Services with Link2Gov Corporation (Link2Gov) and Marshall & Ilsley, Corporation (Marshall & Ilsley). The Internal Services Department (ISD), as Chair of the eCommerce Readiness Group (ERG), was responsible for administering the Agreement with Link2Gov until the CIO assumed the role in June 2012. The current Agreement No. 75621 with Link2Gov Corporation and Metavante Corporation will expire on March 20, 2013.

The new Agreement will provide uninterrupted online credit/debit card and electronic check payment processing services to the 23 participating departments, such as pet licenses and donations, business licenses, simple permits, property taxes, inmate welfare, film permits, parking citations, library fees, etc., as well as certain agencies and districts for which the TTC is the agency's or district's Treasurer, such as the Los Angeles Unified School District. ERG will continue to work with other County departments and agencies to expand the use of online payment processing services.

The second recommended action will allow the CIO, as Chair of ERG to continue to work with County departments to implement new online payment applications and administer the Agreement as prescribed in the recommended action.

Implementation of Strategic Plan Goals

The new Agreement supports County Strategic Goal Number 1 (Operational Effectiveness) by allowing participating departments to provide electronic payment and credit/debit card payment processing services to County constituents.

FISCAL IMPACT/FINANCING

Approval of the new Agreement will not impact the Net County Cost for those applications that include credit/debit card transaction costs and convenience fees 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 offset by any cost-savings due to accepting online payments.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board approved Agreement No. 75621, with Link2Gov and Marshall & Ilsley, jointly and severally, on April 4, 2006 for an initial period of five years with up to two one-year option years and six month-to-month extensions.

Agreement No. 75621 was subsequently amended to reflect the re-assignment of services from Marshall & Ilsley to Metavante. Link2Gov and Metavante, the incumbent contractors, are subsidiary companies to the newly recommended Contractor, FIS. This Agreement is currently in the second and final option year and expires on March 20, 2013.

The terms and conditions of the Agreement vary from the County's standards. Attachment 2 summarizes the terms and conditions that were negotiated with FIS. These terms were negotiated subsequent to proposal submission, during the negotiation process, based upon exceptions taken by FIS as part of its proposal. ISD worked closely with County Counsel, CEO Risk Management, CIO, and TTC to negotiate the most advantageous terms possible for the County. The Chief Information Security Officer also reviewed the Agreement and did not identify any information technology security or privacy related issues.

Except as detailed in Attachment 2, the recommended Agreement contains the Board's required provisions; including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, and compliance with the Jury Service Ordinance, Safely Surrendered Baby Law, and the Child Support Program. The recommended Agreement does not allow for a Cost of Living Adjustment (COLA).

County Counsel has reviewed and recommends approval of the Agreement as to form.

CONTRACTING PROCESS

On July 20, 2011, ISD released a Request for Proposals (RFP) for Electronic Payment Processing Services. The solicitation was posted on the County's "Doing Business with Us" Website (Attachment 3) and a notice of the RFP was sent electronically to approximately 3,500 vendors and advertised in the Los Angeles Times.

On August 3, 2011, a mandatory proposer's conference was held and on October 13, 2011, two proposals were received. The proposals were reviewed for compliance with the minimum mandatory requirements identified in the RFP. After a careful analysis and review, the proposals were determined to meet the minimum

Honorable Board of Supervisors

March 12, 2012

Page 4

mandatory requirements. FIS was determined to be the highest rated proposer. No protests were received for this solicitation.

A summary of the Contractor's Community Business Enterprise (CBE) is summarized in (Attachment 4).

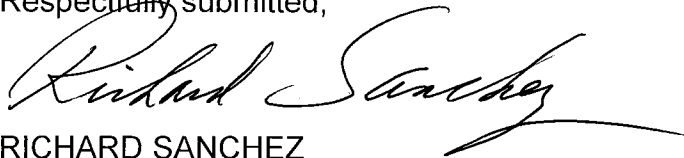
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Since FIS is the parent company to the current incumbent vendors, approving the Agreement will provide uninterrupted services to the 23 online payment applications and various agencies currently using the online payment processing services.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer-Clerk of the Board, return one (1) adopted stamped copy of the Board Letter to the Office of the CIO, as well as two (2) original signed Agreements.

Respectfully submitted,



RICHARD SANCHEZ
Chief Information Officer

RS:PKL:pg

Enclosures (4)

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel
Internal Services Department
Treasurer and Tax Collector



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FIDELITY INFORMATION SERVICES, LLC

FOR

**ELECTRONIC PAYMENT
PROCESSING SERVICES**

77923

**ELECTRONIC PAYMENT PROCESSING SERVICES
CONTRACT PROVISIONS
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
RECITALS		1
1.0	APPLICABLE DOCUMENTS; CONSTRUCTION	2
1.1	APPLICABLE DOCUMENTS	2
1.2	CONSTRUCTION	3
2.0	DEFINITIONS	4
3.0	WORK	15
4.0	TERM OF CONTRACT	16
4.1	INITIAL TERM	16
4.2	OPTION YEARS AND MONTH TO MONTH EXTENSIONS	16
4.3	EXPIRATION NOTIFICATION	16
5.0	CONTRACT SUM	16
5.1	PRICING SCHEDULE	16
5.2	EXPENSES	18
5.3	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPERATION/TERMINATION OF CONTRACT	18
5.4	INVOICES AND PAYMENTS	18
6.0	ADMINISTRATION OF CONTRACT – COUNTY	20
6.1	CHIEF INFORMATION OFFICER (CIO)	20
6.2	COUNTY'S PROJECT DIRECTOR	20
6.3	COUNTY DEPARTMENT PROJECT MANAGER(S)	21
6.4	COUNTY'S CONTRACT PROJECT MONITOR	21
6.5	NOT AUTHORIZED TO MAKE CHANGES	21
7.0	ADMINISTRATION OF CONTRACT – CONTRACTOR	21
7.1	CONTRACTOR'S PROJECT DIRECTOR	21
7.2	CONTRACTOR'S PROJECT MANAGER(S)	22
7.3	APPROVAL OF CONTRACTOR'S STAFF	22
7.4	BACKGROUND AND SECURITY INVESTIGATIONS	23
8.0	UNIQUE TERMS AND CONDITIONS	24
8.1	CONFIDENTIALITY	24
8.2	PROPRIETARY CONSIDERATIONS	26
8.3	SECURITY	32

**ELECTRONIC PAYMENT PROCESSING SERVICES
CONTRACT PROVISIONS
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
8.4	WARRANTY PASS-THROUGH	36
9.0	STANDARD TERMS AND CONDITIONS.....	36
9.1	AMENDMENTS, CHANGE NOTICES, AND CHANGE REQUESTS.....	36
9.2	ASSIGNMENT AND DELEGATION	38
9.3	AUTHORIZATION WARRANTY	39
9.4	BUDGET REDUCTIONS	39
9.5	COMPLAINTS	39
9.6	COMPLIANCE WITH APPLICABLE LAW	40
9.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	40
9.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	41
9.9	CONFLICT OF INTEREST	42
9.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	43
9.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....	43
9.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	43
9.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	46
9.14	CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH).....	46
9.15	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	43
9.16	COUNTY'S QUALITY ASSURANCE PLAN.....	47
9.17	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	47
9.18	DISPUTE RESOLUTION PROCEDURE	48
9.19	EMPLOYMENT ELIGIBILITY VERIFICATION	49
9.20	FACSIMILE/EMAIL REPRESENTATIONS.....	50
9.21	FAIR LABOR STANDARDS	50
9.22	FORCE MAJEURE	50
9.23	GOVERNING LAW, JURISDICTION, AND VENUE	51
9.24	INDEPENDENT CONTRACTOR STATUS.....	51

**ELECTRONIC PAYMENT PROCESSING SERVICES
CONTRACT PROVISIONS
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
9.25	GENERAL INDEMNIFICATION.....	52
9.26	INTELLECTUAL PROPERTY WARRANTIES AND INDEMNIFICATION.....	53
9.27	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	56
9.28	INSURANCE COVERAGE, FINANCIAL INSTITUTION, AND PERFORMANCE SECURITY REQUIREMENTS	60
9.29	LIQUIDATED DAMAGES; WITHHOLD OF PAYMENTS.....	62
9.30	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM.....	63
9.31	MOST FAVORED PUBLIC ENTITY	64
9.32	NONDISCRIMINATION AND AFFIRMATIVE ACTION	64
9.33	NON EXCLUSIVITY	66
9.34	NOTICE OF DELAYS	66
9.35	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	66
9.36	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	66
9.37	NOTICES.....	67
9.38	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	67
9.39	PUBLIC RECORDS ACT.....	67
9.40	PUBLICITY	68
9.41	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.....	68
9.42	RECYCLED BOND PAPER.....	69
9.43	SUBCONTRACTING	69
9.44	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	72
9.45	TERMINATION FOR CONVENIENCE	72
9.46	TERMINATION FOR DEFAULT	72
9.47	TERMINATION FOR IMPROPER CONSIDERATION.....	74
9.48	TERMINATION FOR INSOLVENCY	74
9.49	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	75

**ELECTRONIC PAYMENT PROCESSING SERVICES
CONTRACT PROVISIONS
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
9.50	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	75
9.51	EFFECT OF EXPIRATION AND TERMINATION	75
9.52	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM....	77
9.53	VALIDITY.....	78
9.54	WAIVER	78
9.55	WARRANTY AGAINST CONTINGENT FEES	78
9.56	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	78
9.57	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	79
10.0	CONTINUING GUARANTY	79
11.0	SURVIVAL	81
	SIGNATURES	82

**ELECTRONIC PAYMENT PROCESSING SERVICES
CONTRACT PROVISIONS
TABLE OF CONTENTS**

EXHIBITS

- EXHIBIT A:** STATEMENT OF WORK AND ATTACHMENTS
- EXHIBIT B:** PRICING SCHEDULE
- EXHIBIT C:** COUNTY'S ADMINISTRATION
- EXHIBIT D:** CONTRACTOR'S ADMINISTRATION
- EXHIBIT E:** FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
- EXHIBIT E.1:** CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT
- EXHIBIT E.2:** CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT
- EXHIBIT E.3:** CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT
- EXHIBIT F:** CONTRACTOR'S EEO CERTIFICATION
- EXHIBIT G:** JURY SERVICE ORDINANCE
- EXHIBIT H:** SAFELY SURRENDERED BABY LAW
- EXHIBIT I:** HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR
ECONOMIC AND CLINICAL HEALTH ACT (HITECH) AGREEMENT
- EXHIBIT J:** PERFORMANCE REQUIREMENTS SUMMARY
- EXHIBIT K:** INTERNAL REVENUE SERVICE NOTICE NO. 1015
- EXHIBIT L:** DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
FIDELITY INFORMATION SERVICES, LLC
FOR
ELECTRONIC PAYMENT
PROCESSING SERVICES**

This Contract for Electronic Payment Processing Services (as further defined below, "Contract") is approved by the County of Los Angeles Board of Supervisors on 12th day of March, 2012³, with an agreed upon effective date of 12th day of March, 2013 ("Effective Date"), 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, and, for purposes of Paragraph 10.0 (Continuing Guaranty), Fidelity National Information Services, Inc., a Georgia corporation, hereinafter referred to as Parent. Contractor is located at 601 Riverside Avenue, Jacksonville, Florida 32204.

RECITALS

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

WHEREAS, Parent is the direct or indirect beneficial owner of all issued and outstanding membership interests in Contractor; and

WHEREAS, County is entering into this Contract, among other things, on the condition that Parent is a party to this Contract for purposes of Paragraph 10.0 (Continuing Guaranty); and

WHEREAS, this Contract is therefore authorized under California Government Code Section 23004 and otherwise;

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

77923

1.0 APPLICABLE DOCUMENTS; CONSTRUCTION

1.1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L Attachments, and Executed Work Order(s) (incorporated by reference) are attached to and form a part of this base 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 this 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.

1.1.1 EXHIBIT A: Statement of Work and Attachments

- **ATTACHMENT A.1:** Production Fact Sheet
- **ATTACHMENT A.2:** Historical Transaction Graph
- **ATTACHMENT A.3:** County of Los Angeles Website Style Guide
- **ATTACHMENT A.4:** Americans with Disabilities Act Web-based Intranet and Internet Information and Applications
- **ATTACHMENT A.5:** Sample Application Specifications
- **ATTACHMENT A.6:** Sample Security Incident Report
- **ATTACHMENT A.7:** ISD Secure File Transfer (SFT) Registration Form
- **ATTACHMENT A.8:** Customer Service Priority Levels
- **ATTACHMENT A.9:** Sample Production Incident Report
- **ATTACHMENT A.10:** Sample Task/Deliverable Acceptance Form
- **ATTACHMENT A.11:** Sample Work Order

1.1.2 EXHIBIT B: Pricing Schedule

1.1.3 EXHIBIT C: County's Administration

1.1.4 EXHIBIT D: Contractor's Administration

1.1.5 **EXHIBIT E:** Forms Required at the Time of Contract Execution

- **EXHIBIT E.1:** Contractor Acknowledgement and Confidentiality Agreement
- **EXHIBIT E.2:** Contractor Employee Acknowledgement and Confidentiality Agreement
- **EXHIBIT E.3:** Contractor Non-Employee Acknowledgement and Confidentiality Agreement

1.1.6 **EXHIBIT F:** Contractor's EEO Certification

1.1.7 **EXHIBIT G:** Jury Service Ordinance

1.1.8 **EXHIBIT H:** Safely Surrendered Baby Law

1.1.9 **EXHIBIT I:** Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement

1.1.10 **EXHIBIT J:** Performance Requirements Summary

1.1.11 **EXHIBIT K:** Internal Revenue Service Notice No. 1015

1.1.12 **EXHIBIT L:** Defaulted Property Tax Reduction Program

1.1.13 **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 9.1 (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 following terms 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 (3) 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 Schedule) 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 9.1 (Amendments, Change Notices, and Change Requests).

- 2.7 **APMP:** Application Project Management Plan.
- 2.8 **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.
- 2.9 **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.
- 2.10 **ASP Rights:** The meaning given to such term in Paragraph 8.2.2 (ASP Rights).
- 2.11 **Association Rules:** Bylaws, rules and regulations of the Card Associations, as they exist from time to time.
- 2.12 **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.
- 2.13 **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.frb services.org>.
- 2.14 **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.
- 2.15 **Board of Supervisors:** Los Angeles County's governing body.
- 2.16 **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.

- 2.17 **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.
- 2.18 **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.
- 2.19 **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.
- 2.20 **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.
- 2.21 **Change Notice:** The meaning given to such term in Paragraph 9.1.5 (Change Notice).
- 2.22 **Change Request:** A formal change to an existing Executed Work Order issued by County to the Contractor as specified in Paragraph 9.1.6 (Change Request).
- 2.23 **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.
- 2.24 **Chief Information Office:** Department designated by County to administer this Contract.
- 2.25 **CIO:** County's Chief Information Officer, or such person's designee.
- 2.26 **CISO:** County's Chief Information Security Officer or Office.
- 2.27 **Computer Security Breach:** Computer security incidents (i.e., minor or major) those include but are not limited to: computer intrusions, denial-of-services attacks, insider theft of information, and any unauthorized or unlawful activity that may include compromise of County data and/or information.
- 2.28 **Contract:** The meaning given to such term in Paragraph 1.0 (Applicable Documents; Construction).

- 2.29 **Contractor:** The meaning given to such term in the preamble to this Contract.
- 2.30 **Contractor's Project Director:** The meaning given to such term in Paragraph 7.1 (Contractor's Project Director).
- 2.31 **Contractor's Project Manager:** The meaning given to such term in Paragraph 7.2 (Contractor's Project Manager(s)).
- 2.32 **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 Schedule).
- 2.33 **Convenience/Service Fee Model:** Where the County is funding less than 100% of the Transaction fees.
- 2.34 **County:** The meaning given to such term in the preamble to this Contract.
- 2.35 **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.
- 2.36 **County Contract Project Monitor:** The meaning given to such term in Paragraph 6.4 (County's Contract Project Monitor).
- 2.37 **County Department:** A named County Department as well as related agencies and/or related districts 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). County Departments also include the non-County districts and agencies from time to time participating in Treasurer and Tax Collector's (TTC) treasury pool, which through TTC may acquire tasks, deliverables, goods, Services and/or other work pursuant to an Executed Work Order under Paragraph 3.0 (Work).
- 2.38 **County Department Director:** With respect to each County Department, the head of such County Department or designee.

- 2.39 **County Department Project Manager(s):** The meaning given to such term in Paragraph 6.3 (County Department Project Manager(s) Work Order Projects).
- 2.40 **County Indemnified Parties:** The meaning given to such term in Paragraph 9.25 (General Indemnification).
- 2.41 **County Materials:** The meaning given to such term in Paragraph 8.2.6 (County Materials).
- 2.42 **County Project Director:** The meaning given to such term in Paragraph 6.2 (County's Project Director).
- 2.43 **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.
- 2.44 **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 (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 <http://countypolicy.co.la.ca.us/> and (ii) standards from time to time published by County's Chief Information Security Officer and provided by County Project Director to Contractor.
- 2.45 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.46 **Department(s):** Used interchangeably with County Department. See County Department.
- 2.47 **Department Load File:** Uploads of a County Department's file to Contractor's eCommerce Application for the purpose of data validation.
- 2.48 **DNPT:** Debit Network Pass-Through fee.
- 2.49 **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.
- 2.50 **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.

- 2.51 **eCommerce Applications:** The eCommerce Layer 2 and Layer 3 software Applications, together with all Enhancement, if any, Customizations (if any), 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 Applications (without Customizations) from time to time available to County hereunder are described on Contractor's Application Specifications Document.
- 2.52 **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.
- 2.53 **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.
- 2.54 **Effective Date:** The meaning given to such term in the preamble to this Contract.
- 2.55 **Enhancement:** An improvement and/or addition of new functionality to an existing Application.
- 2.56 **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 9.1 (Amendments, Change Notices and Change Requests).
- 2.57 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.58 **Form Post:** The initial data elements passed from the County Application to Layer 2 for the purpose of initiating a Web Transaction.
- 2.59 **FTP:** File Transfer Protocol.

- 2.60 **IPT:** The Interchange Pass-Through fee is determined by the Card Association, Card Issuer or network and passed 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.
- 2.61 **IVR:** The Payment Channel which consists of an Application that is accessed over the telephone using Interactive Voice Response.
- 2.62 **JAD:** Joint Application Development.
- 2.63 **Jury Service Program:** The meaning given to such term in Paragraph 9.8 (Compliance with the County's Jury Service Program).
- 2.64 **Known Threats:** 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.
- 2.65 **Layer 1 (Merchant Commerce System Layer/Storefront):** Composed of a County Department's or County Department's third party front-end business Applications, databases, and shopping cart information that will be passed to Layer 2. Used interchangeably with County Application.
- 2.66 **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.
- 2.67 **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.
- 2.68 **Merchant:** County Department for a specific eCommerce Application.

- 2.69 **Merchant ID:** A unique identifier that defines the County Department or a portion of a County Department.
- 2.70 **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.
- 2.71 **NACHA:** National Automated Clearing House Association. NACHA governs ACH, publishes ACH Rules, and changes them from time to time.
- 2.72 **Originating Depository Financial Institution (ODFI):** A financial institution as further defined by the ACH Rules.
- 2.73 **Parent:** The meaning given to such term in the preamble to this Contract.
- 2.74 **Payer:** The person or entity making an eCommerce payment. In the case of Card payments, the Cardholder may also be the Payer.
- 2.75 **Payment Activity File:** Electronic file containing information/data related to the prior day's Settlement transmitted between the Contractor and County.
- 2.76 **Payment Channel:** The method used for making a payment, such as Web, IVR, POS.
- 2.77 **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.
- 2.78 **PCD:** Project Control Document.
- 2.79 **PCI:** Payment Card Industry.
- 2.80 **PCI-DSS:** Payment Card Industry Data Security Standard, as it exists from time to time.
- 2.81 **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.

- 2.82 **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.
- 2.83 **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.
- 2.84 **POS:** The Payment Channel which consists of an Application that is accessed in person using Point of Sale.
- 2.85 **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.
- 2.86 **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.
- 2.87 **Pricing Schedule:** The meaning set forth in Paragraph 5.1 (Pricing Schedule) and Exhibit B (Pricing Schedule).
- 2.88 **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.
- 2.89 **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.
- 2.90 **PRS:** Exhibit J (Performance Requirements Summary) to this Contract.
- 2.91 **Refund:** Credit back to the Payer of all or some of Payer's original payment.

- 2.92 **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.
- 2.93 **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.
- 2.94 **Return:** Unsuccessful eCheck payment that is returned from the financial institution as the payment cannot be applied to the requested account.
- 2.95 **Security Incidents:** The meaning set forth in Paragraph 8.3 (Security).
- 2.96 **Services:** Real-time, uninterrupted, 24/7, 365/6, 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.
- 2.97 **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.
- 2.98 **SFT:** Secured File Transfer.
- 2.99 **SFTP:** Secured File Transfer Protocol.
- 2.100 **SOW; Statement of Work:** Exhibit A, Statement of Work, together with all of its Attachments.
- 2.101 **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.
- 2.102 **Subcontractor:** The meaning specified in Paragraph 9.43 (Subcontracting).

- 2.103 **Test Credentials:** Authorization and logon procedures to access and test a newly developed eCommerce Application in the Contractor's environment.
- 2.104 **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.
- 2.105 **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.
- 2.106 **User Identity Verification:** An add-on enrollment or authentication process or system that is used to verify the identity of the Cardholder when a Transaction is processed.
- 2.107 **Velocity Checks:** The ability to automatically control how many Transactions and/or how much money may be processed over a given time period and to automatically decline those Transactions before sending them to the payment processor.
- 2.108 **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.
- 2.109 **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.
- 2.110 **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 9.1 (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, if applicable.
- 3.2 From time to time during the term of this Contract, County may engage Contractor to perform one (1) or more tasks, deliverables, goods, Services and/or other work with respect to a Project. The process for so engaging 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 J (Performance Requirements Summary), 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.
- 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.
- 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 INITIAL TERM

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 OPTION YEARS AND MONTH TO MONTH EXTENSIONS

The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the CIO or his/her designee as authorized by the Board of Supervisors. In addition, Contractor will have the right not to renew at the expiration of the Initial Term on the condition that Contractor provides notification to County in writing at least twenty-four (24) months prior to the expiration of the Initial Term.

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 EXPIRATION NOTIFICATION

The Contractor shall notify CIO when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to CIO at the address herein provided in Exhibit C (County's Administration).

5.0 CONTRACT SUM

5.1 PRICING SCHEDULE

5.1.1 Exhibit B (Pricing Schedule) 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 Schedule).

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 Schedule) will not be approved for payment.

5.1.4 Commencing with the second semi-annual period following the Effective Date and for each semi-annual period thereafter throughout the term of this Contract, no later than one hundred twenty (120) 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 Schedule) or any new fee/rate/price applicable to the Transactions. The process described in this Section 5.1.4 does not apply to IPT fees under Option E on Exhibit B (Pricing Schedule) as those fees are adjusted in accordance with Exhibit B (Pricing Schedule). 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. 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 9.1 (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 Schedule) may not be increased during the term of this Contract, including, without limitation, any optional extensions set forth in Paragraphs 4.1

(Initial Term) and 4.2 (Option Years and Month to Month Extensions).

5.2 EXPENSES

The Contractor shall not be entitled to payment or reimbursement for any Services or other work performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

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

5.3.1 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service or other work provided by the Contractor after the expiration or other termination of this Contract. 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.

5.3.2 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 or other work rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.4 INVOICES AND PAYMENTS

5.4.1 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.

5.4.2 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 Schedule) 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.

5.4.3 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.

- 5.4.4 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.
- 5.4.5 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 County's Project Director and by each County Department Project Manager. These online invoices shall be available and saved for at least twelve (12) months from the invoice date.
- 5.4.6 Contractor shall submit invoices for all fees other than Transaction processing fees for which invoices are not required under Paragraph 5.4.8 (County Approval of Invoices), to the applicable County Department Project Manager in accordance with the Executed Work Order.
- 5.4.7 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 5.4.5 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.

5.4.8 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 Transaction processing fees detailed in Exhibit B (Pricing Schedule) 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 Transaction processing fees within thirty (30) days of receiving the applicable report under Paragraph 5.4.7. Any such dispute(s) shall be resolved by Contractor within fifteen (15) days of receipt of the written dispute. In no event shall the County be liable or responsible for payment of any invoice prior to such written approval. Approval for payment will not be unreasonably withheld.

5.4.9 Payments

The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule), and the Contractor shall be paid only for the tasks, deliverables, goods, Services, and other work as specified in Exhibit A (Statement of Work) or 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.

5.4.10 Local Small Business Enterprises (SBEs) – Prompt Payment Program

Certified Local SBEs 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.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

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

6.1 CHIEF INFORMATION OFFICER (CIO)

Responsibilities of the Chief Information Officer (CIO) include executing Amendments to this Contract in accordance with Paragraph 9.1 (Amendments, Change Notices, and Change Requests) and taking such actions as specified in Paragraph 9.29 (Liquidated Damages; Withhold of Payments).

6.2 COUNTY'S PROJECT DIRECTOR

Responsibilities of the County's Project Director include:

- 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; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3 COUNTY DEPARTMENT PROJECT MANAGER(S) (WORK ORDER PROJECTS)

The responsibilities of the County Department Project Manager(s) include:

- executing Work Orders/Executed Work Orders on behalf of such person's Department under and in accordance with the Exhibit A (Statement of Work);
- meeting on a regular basis with the Contractor's Project Manager for an individual Work Order/Executed Work Order; and
- inspecting any and all tasks, deliverables, goods, Services, or other work provided to the Department by or on behalf of the Contractor for that Work Order/Executed Work Order.

6.4 COUNTY'S CONTRACT PROJECT MONITOR

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

6.5 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 9.1 (Amendments, Change Notices and Change Requests).

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACTOR'S PROJECT DIRECTOR

7.1.1 The Contractor's Project Director is designated in Exhibit D (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 and shall be responsible for the Contractor's day-to-day activities for each individual Project as related to this Contract and shall coordinate with County's Project Director and County Department's Project Manager on a regular basis.

7.2.2 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. Project Manager must hold a valid and current Project Management Professional (PMP) certification issued by the Project Management Institute throughout the duration of the Project.

7.3 APPROVAL OF CONTRACTOR'S STAFF

7.3.1 Contractor's Project Director and Contractor's Project Manager(s) shall be subject to County approval. If Contractor desires to replace, or if County, at its discretion, requires removal of the Contractor's Project Director or Contractor's Project Manager, 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 for the County. 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 Contractor personnel performing key functions under this Contract, including but not limited to Contractor's Project Director and Contractor's Project Manager (such personnel, 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 Project Director and Contractor's Project Manager(s), see Paragraphs 7.1 and 7.2, respectively), unless otherwise approved by County on an interim basis.
- 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 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.4.1 Each of Contractor's staff performing work 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 work under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. Other notable background checks are financial, and social security name and number validation. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing work under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

8.0 UNIQUE TERMS AND CONDITIONS

8.1 CONFIDENTIALITY

- 8.1.1 Contractor shall maintain the confidentiality of all County Materials, as set forth in Paragraph 8.2.6 (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 concerning the protection of confidential records and information.
- 8.1.2 Notwithstanding Paragraph 8.1.1, 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.
- 8.1.3 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.
- 8.1.4 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 9.51 (Effect of Expiration and Termination) of this Contract.

- 8.1.5 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.
- 8.1.6 Contractor shall sign and adhere to the provisions of the Exhibit E.1 (Contractor Acknowledgement and Confidentiality Agreement).
- 8.1.7 Contractor shall cause each employee performing Services or other work under this Contract to sign and adhere to the provisions of Exhibit E.2 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 8.1.8 Contractor shall cause each non-employee performing Services or other work under this Contract to sign and adhere to the provisions of Exhibit E.3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).
- 8.1.9 Contractor acknowledges that a breach of this Paragraph 8.1 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 enforce the provisions of this Paragraph 8.1.
- 8.1.10 Contractor shall indemnify, defend, and hold harmless the County Indemnified Parties pursuant to Paragraph 9.25 (General 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 8.1.

8.2 PROPRIETARY CONSIDERATIONS

8.2.1 Ownership of eCommerce Layer 2 and Layer 3 Software Applications

8.2.1.1 County acknowledges that all proprietary and intellectual property rights, title and interest, including copyright, in and to the original and copies of the eCommerce 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 8.2.1.1, any Customizations and Enhancements 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 8.2.2 (ASP Rights). With respect to Customizations and Enhancements 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 and Enhancements, together with all Source Code and Related Documentation.

8.2.1.2 Except as otherwise provided in Paragraph 8.2.1.1, County releases to Contractor all proprietary and intellectual property rights, title and interest, including copyright, in and to all Customizations and Enhancements, subject to Contractor's incorporation of said Customizations and Enhancements into the eCommerce Applications in perpetuity and subject to Contractor's provision of Services for the eCommerce Applications, as required by this Contract.

8.2.2 ASP Rights

Subject to Paragraph 8.2.1 (Ownership of eCommerce Layer 2 and Layer 3 Software Applications), Contractor grants to County, effective upon the Effective Date, and except as limited by Paragraph 8.2.3 (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 8.2.4 (Term of ASP Rights):

- 8.2.2.1 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;
- 8.2.2.2 The right to allow persons and entities to use the public facing aspects of the eCommerce Applications;
- 8.2.2.3 The right to configure the configurable aspects of the eCommerce Applications;
- 8.2.2.4 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;
- 8.2.2.5 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 8.2.5 (Source Code), County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 8.2.2.5 unless and until the occurrence of any Release Condition (as defined below); and
- 8.2.2.6 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 8.2.2.6 unless and until the occurrence of any Release Condition.

8.2.3 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 – 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 8.2.4 (Term of ASP Rights).

8.2.4 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 Procedure) with respect thereto, and (iii) this Contract has terminated as a result of actions taken in accordance with such dispute resolution procedures.

8.2.5 Source Code

8.2.5.1 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 Layer 2 and Layer 3 software Applications.

8.2.5.2 Pursuant to the terms and conditions of a two (2) party agreement (in this Section 8.2.5, "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 Project Director, in electronic media the Source Code for (1) Contractor's eCommerce Layer 2 and Layer 3 software Applications and (2) the Source Code for all Customizations and Enhancements to Contractor's eCommerce 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.

8.2.5.3 Release Conditions

Upon the occurrence of any of the events identified below (in this Paragraph 8.2, 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:

8.2.5.3.1 The occurrence of an event that would give rise to County's ability to terminate pursuant to Paragraph 9.48 (Termination for Insolvency);

8.2.5.3.2 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

8.2.5.3.3 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 8.2.5.3.3, 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 in accordance with Paragraph 8.2.5.5 (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 9.18 (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 8.2.5.3. 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 8.2.5.5 (Use and Possession of Source Code).

8.2.5.4 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.

8.2.5.5 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 8.2.5.3 above, County may use Source Code in accordance with Sections 8.2.2.5 and 8.2.2.6 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 for County to exercise its rights under this Section 8.2.5.5.

8.2.6 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, and (b) 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 8.2.6, 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) (collectively "County Materials") shall be the sole property of County. With respect to Customization and Enhancements 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 and Enhancements, together with all Source Code and Related Documentation, then such Customizations and Enhancements, 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 of this Contract, 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.

8.2.7 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.

8.2.8 Proprietary and Confidential

Subject to Paragraphs 8.2.1 (Ownership of eCommerce Layer 2 and Layer 3 Software Applications) and 8.2.6 (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 9.39 (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 9.39 (Public Records Act).

8.3 SECURITY

- 8.3.1 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").
- 8.3.2 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.
- 8.3.3 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.

- 8.3.4 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. Prior to the Effective Date, County staff, under the oversight of County Chief Information Security Office staff, has reviewed Contractor's data security procedures and practices. In the event following the Effective Date that the Contractor modifies its data security procedures and practices in a manner that substantively impacts the County or any eCommerce Application, the Contractor shall notify the County and, upon County's request therefor, shall permit County staff, under the oversight of County Chief Information Security Office staff, to review Contractor's revised data security procedures and practices.
- 8.3.5 Contractor shall provide Contractor's employees and subcontractors comprehensive training on the Contractor's data security program to all its employees and subcontractors granted access to the Confidential Information prior to such persons commencing work under this Contract and at least annually thereafter.
- 8.3.6 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.
- 8.3.7 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.

- 8.3.8 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.
- 8.3.9 Without limiting Paragraph 9.6 (Compliance with Applicable Law) or Paragraph 9.14 (Contractor's Obligations as a "Business Associate" Under HIPAA and HITECH), 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) actual incidents or Known Threats 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, HITECH 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 in this Paragraph 8.3 "Applicable Laws"). Under no circumstances will this paragraph be deemed to confer upon County responsibility for Contractor's compliance with such Applicable Laws.

8.3.10 Also without limiting Paragraph 9.6 (Compliance with Applicable Law) or Paragraph 9.14 (Contractor's Obligations as a "Business Associate" Under HIPAA and HITECH), 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; where costs are incurred by the Contractor when it is determined that the data breach occurred within their environment due to their negligence that caused harm to individuals affected;
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.

8.3.11 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 in responding to such breach, to the extent applicable in accordance with Applicable Law and/or per court order:
 - a. the cost of providing notice to affected individuals;
 - b. the cost of providing notice to government agencies, credit bureaus, and other required entities;
 - c. the cost of providing affected individuals with credit monitoring or restoration services, 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 upon County in accordance with Applicable Law and/or per court order.

8.4 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.

9.0 STANDARD TERMS AND CONDITIONS

9.1 AMENDMENTS, CHANGE NOTICES, AND CHANGE REQUESTS

- 9.1.1 **Amendment:** Except as provided in Paragraph 9.1.2, 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 Schedule to add new pricing or decrease existing pricing, (iii) provides an approval under Paragraph 9.2 (Assignment and Delegation), an Amendment shall be prepared and executed by both the CIO, or his/her designee, and Contractor.

- 9.1.2 **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 Schedule 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. Notwithstanding the foregoing, the CIO, or his/her designee, may prepare and execute Amendments on behalf of the County that amend the Pricing Schedule to implement increases and decreases to any of the rates set forth therein, which increases or decreases, as the case may be, have been determined in accordance with Paragraph 5.1.4.
- 9.1.3 **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 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 CIO, or his/her designee, and the Contractor.
- 9.1.4 **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 CIO, or his/her designee, and the Contractor.
- 9.1.5 **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 a Change Notice shall be prepared and executed by the County's Project Director, or his/her designee, and the Contractor.
- 9.1.6 **Change Request:** For any change to a Work Order/Executed Work Order, a Change Request shall be prepared and executed by the applicable County Department Project Manager, or his/her designee, and the Contractor.

9.2 ASSIGNMENT AND DELEGATION

- 9.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, 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 in accordance with Paragraph 9.1 (Amendments, Change Notices, and Change Requests). Any payments by the County to any approved delegate 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.
- 9.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County, which consent shall not be unreasonably withheld, in accordance with applicable provisions of this Contract.
- 9.2.3 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 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.

9.3 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.

9.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the Services to be provided by the Contractor under this Contract shall also be reduced correspondingly. In the event that Budget reductions are imposed, the County will confer with Contractor regarding the implementation of such reduction in Services. 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.

9.5 COMPLAINTS

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

9.5.1 Within twenty one (21) days after the Effective Date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

9.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

9.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within fourteen (14) days for County approval.

9.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

- 9.5.5 The Contractor shall investigate all complaints and notify the County's Project Director of the status of the investigation within five (5) days of receiving the complaint.
- 9.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 9.5.7 Copies of all written responses shall be sent to the County's Project Director within five (5) days of mailing to the complainant.

9.6 COMPLIANCE WITH APPLICABLE LAW

- 9.6.1 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, and procedures; Data Security Guidelines; and Banking Rules, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 9.6.2 Contractor shall indemnify, defend, and hold harmless the County, Indemnified Parties pursuant to Paragraph 9.25 (General 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 any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures; Data Security Guidelines; or Banking Rules.

9.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

9.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.8.1 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 (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

9.8.2 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 (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, when used as it is defined in the Jury Service Program, "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 (1) 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 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.

9.9 CONFLICT OF INTEREST

- 9.9.1 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.
- 9.9.2 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.

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

Should the Contractor require additional or replacement personnel after the Effective Date of this Contract to perform the Services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract once the individual applies to Contractor with the appropriate qualifications. Consideration will be applicable to Contractor's government solutions division only.

9.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

9.11.1 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.

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

9.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.12.1 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.

9.12.2 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 as defined in Paragraph 9.12.3, 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.

9.12.3 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.

9.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the CIO will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and CIO shall be provided an

opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one (1) or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one (1) or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify,

deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. The fact sheet is set forth in Exhibit H (Safely Surrendered Baby Law) and information on how to receive the poster can be accessed on the Internet at www.babysafela.org.

9.14 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

For certain County Departments, the County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, for each eCommerce Application, where applicable, the Contractor may provide Services to the County whereby the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit I, in order to provide those Services. For those eCommerce Application(s), where applicable, the County and the Contractor therefore agree to the terms of Exhibit I (Contractor's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Business Associate Agreement).

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

9.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County 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 County and its taxpayers.

- 9.15.2 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).

9.16 COUNTY'S QUALITY ASSURANCE PLAN

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

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

9.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 9.17.1 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.
- 9.17.2 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.

9.18 DISPUTE RESOLUTION PROCEDURE

9.18.1 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 9.18 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

9.18.2 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.

9.18.3 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.

9.18.4 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.

- 9.18.5 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.
- 9.18.6 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.
- 9.18.7 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 9.18, 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.
- 9.18.8 Notwithstanding any other provision of this Contract, County's right to terminate this Contract pursuant to Paragraph 9.45 (Termination for Convenience), Paragraph 9.46 (Termination for Default), Paragraph 9.47 (Termination for Improper Consideration), and Paragraph 9.48 (Termination for Insolvency), or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Paragraphs 8.1 (Confidentiality), and 8.2 (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.

9.19 EMPLOYMENT ELIGIBILITY VERIFICATION

- 9.19.1 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.

9.19.2 The Contractor shall indemnify, defend, and hold harmless, the County Indemnified Parties pursuant to Paragraph 9.25 (General Indemnification) 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.

9.20 FACSIMILE/EMAIL REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile and email representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments, Change Notices and Change Requests prepared pursuant to Paragraph 9.1 (Amendments, Change Notices and Change Requests) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments, Change Notices and Change Requests 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.

9.21 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County Indemnified Parties pursuant to Paragraph 9.25 (General Indemnification) 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.

9.22 FORCE MAJEURE

9.22.1 Except for the payment of fees/costs due for work already performed in accordance with this Contract, 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").

9.22.2 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 paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

9.22.3 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.

9.23 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.

9.24 INDEPENDENT CONTRACTOR STATUS

9.24.1 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.

9.24.2 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.

- 9.24.3 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.
- 9.24.4 The Contractor shall adhere to the provisions stated in Paragraph 8.1 (Confidentiality).

9.25 GENERAL INDEMNIFICATION

- 9.25.1 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, , and authorized 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 9.25, "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 in its performance under 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.
- 9.25.2 Subject to the remainder of this Paragraph 9.25.2, Contractor's liability under Paragraph 9.25.1 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 9.28.4 or 9.28.5 (in this Paragraph 9.25, "Covered Events"), \$25 million, and (b) with respect to Third Party Claims arising from events that are not Covered Events, \$20 million. Notwithstanding anything to the contrary in this Paragraph 9.25.2 or otherwise in this Contract, Contractor's liability under Paragraph 9.25.1 with respect to Third Party Claims arising from Covered Events is in no way contingent upon the insurer for the insurance policy under the applicable of Paragraph 9.28.4 or 9.28.5 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.

- 9.25.3 Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 9.25 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
- 9.25.4 Nothing in this Paragraph 9.25 shall relieve Contractor of any liability for breach of this Contract. Further, nothing in this Paragraph 9.25 shall be construed to relieve an insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy.

9.26 INTELLECTUAL PROPERTY WARRANTIES AND INDEMNIFICATION

- 9.26.1 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.

- 9.26.2 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 9.26 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 9.26 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and

reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

9.26.3 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 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, in County's determination, until it is determined by County that the eCommerce Applications, product of Services acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing; 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.

9.27 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County Indemnified Parties, 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 this Paragraphs 9.27 and in Paragraph 9.28 (Insurance Coverage, Financial Institution, and Performance Security Requirements) of this Contract. These minimum insurance coverage terms, types and limits (in Paragraphs 9.27 and 9.28 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.

9.27.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County Indemnified Parties have been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing Services under this Contract.
- Renewal Certificates shall be provided to County within ten (10) days of receipt by Contractor along with proof of no lapse in coverage. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

**County of Los Angeles
Chief Information Office
350 South Figueroa Street, Suite 188
Los Angeles, CA 90071
Attention: Associate CIO, eCommerce**

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.

9.27.2 Additional Insured Status and Scope of Coverage

The County Indemnified Parties shall be provided additional insured status, except when the County Indemnified Parties is found solely negligent by a court of competent jurisdiction, the County Indemnified Parties 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. The County Indemnified Parties additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

9.27.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any material (e.g. limits of coverage, change of coverage, change resulting in the deductible exceeding the ceiling of \$10 million, term of coverage, or policy period) change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for nonpayment 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.

9.27.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement. This does not pertain if the failure is outside of Contractor's control (ex: Failure of Contractor Insurance Broker and/or USPS to deliver a certificate within any required time period), unless an actual interruption in coverage has taken place, or if Contractor fails to provide such a certification within a thirty (30) day curative period following a specific written request by the County.

9.27.5 Insurer Financial Ratings

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

9.27.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of 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.

9.27.7 Waivers of Subrogation

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

9.27.8 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 that 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.

9.27.9 Deductibles and Self-Insured Retentions (SIRs)

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

9.27.10 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.

9.27.11 Application of Excess Liability Coverage

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

9.27.12 Separation of Insureds

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

9.27.13 Alternative Risk Financing Programs

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

9.27.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. Any changes to insurance requirements must be mutually agreed upon by both County and Contractor.

9.28 INSURANCE COVERAGE, FINANCIAL INSTITUTION, AND PERFORMANCE SECURITY REQUIREMENTS**9.28.1 Commercial General Liability**

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County Indemnified Parties 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

9.28.2 Automobile Liability

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.

9.28.3 Workers Compensation and Employers' Liability

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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

9.28.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$25 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. The County shall be named as Additional Insured. This insurance shall include coverage for computer fraud, data processing services operations and, electronic data or computer programs.

9.28.5 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 County property, including 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. Such insurance shall include coverage for employee dishonesty.

The County Indemnified Parties shall be named as Loss Payee. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and funds transfer fraud, and shall not contain a requirement for an arrest and/or conviction.

9.28.6 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.

9.28.7 Performance Security Requirement

County reserves the right to require a performance security (e.g. performance bond executed by a corporate surety licensed to transact business in the State of California, irrevocable letter of credit, or a certificate of deposit, with a financial institution that meets the minimum criteria and standards established by the County, etc.) in a form and amount satisfactory to County. County Project Director has the authority to approve the form and amount of performance security on behalf of County. Failure on the part of Contractor to procure and maintain the required performance security shall constitute a material breach of this Contract upon which County may terminate the Contract pursuant to Paragraph 9.46 (Termination for Default), and may seek all remedies stated herein.

9.29 LIQUIDATED DAMAGES; WITHHOLD OF PAYMENTS

- 9.29.1 If, in the judgment of the CIO, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the CIO, 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 CIO, or his/her designee, in a written notice describing the reasons for said action.
- 9.29.2 If the CIO, or his/her designee, determines that there are deficiencies in the performance of this Contract that CIO, or his/her designee, deems are correctable by the Contractor over a certain time span, the CIO, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the CIO, or his/her designee, may:

1. Deduct from the Contractor's payment, pro rata, those applicable portions of the Contractor's invoice; and/or
2. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of 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 J, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor or, if no payment or insufficient payment is due, shall be remitted immediately by Contractor to County in cash; and/or
3. 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.

9.29.3 The action noted in Paragraph 9.29.2 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.

9.29.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided otherwise under this Contract (including but not limited to Contractor's indemnification obligations hereunder), at law or in equity, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.30 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.30.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.30.2 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 Local Small Business Enterprise.

9.30.3 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 Local Small Business Enterprise.

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

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (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 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 Internal Services Department of this information prior to responding to a solicitation or accepting a Contract award.

9.31 MOST FAVORED PUBLIC ENTITY

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

9.32 NONDISCRIMINATION AND AFFIRMATIVE ACTION

9.32.1 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.

- 9.32.2 The Contractor shall certify to, and comply with, the provisions of Exhibit F (Contractor's EEO Certification).
- 9.32.3 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.
- 9.32.4 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.
- 9.32.5 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.
- 9.32.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 9.32 when so requested by the County.
- 9.32.7 If the County finds that any provisions of this Paragraph 9.32 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.

9.32.8 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.

9.33 NON EXCLUSIVITY

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

9.34 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.

9.35 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 as set forth in Exhibit K (Internal Revenue Service Notice No. 1015).

9.36 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

9.37 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be (a) hand delivered with signed receipt, or (b) mailed by first-class registered or certified mail, postage prepaid, or (c) by facsimile or electronic mail transmission (email) if followed up by hand delivery or mail, in each case, addressed to the parties as identified in Exhibits C (County's Administration) and Exhibit D (Contractor's Administration). Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the mail, on the date of facsimile or email if followed by timely confirmation mailing as set forth above. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The, CIO or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.38 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) 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.

9.39 PUBLIC RECORDS ACT

9.39.1 Any documents submitted by the Contractor, including those described under Paragraph 8.2.8 (Proprietary and Confidential); 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 9.41 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract may become a matter of public record. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are plainly and prominently 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.

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

"trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County Indemnified Parties pursuant to Paragraph 9.25 (General Indemnification) from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

9.40 PUBLICITY

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

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

9.40.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 9.40 shall apply.

9.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of seven (7) 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.

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

9.41.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 9.41 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

9.42 RECYCLED BOND PAPER

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

9.43 SUBCONTRACTING

9.43.1 Contractor may not engage a person not directly employed by the Contractor or any business entity to provide any portion of the

tasks, deliverables, goods, Services or other work under this Contract (referred to in this Contract as a "Subcontractor") **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.

9.43.2 If the Contractor desires to subcontract any of the work which Contractor is responsible for completing under this Contract, the Contractor shall provide the following information promptly prior to Contractor's agreement with any subcontractor:

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

9.43.3 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.

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

**County of Los Angeles
Chief Information Office
350 South Figueroa Street, Suite 188
Los Angeles, CA 90071
Attention: Associate CIO, eCommerce**

9.43.5 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.

9.43.6 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 work under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

- 9.43.7 County's consent to any subcontract shall not be construed to limit in any way Contractor's performance, obligations or responsibilities to County, nor shall such consent limit in any way County's rights or remedies contained in this Contract. Additionally, County's consent to any subcontracting shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Contract.
- 9.43.8 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.
- 9.43.9 Notwithstanding County's consent to any subcontracting, Contractor shall be fully liable to County for damages resulting from the Subcontractor's failure to perform in accordance with the Contract, including Exhibits E (Forms Required at the Time of Contract Execution) and I (Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement), if applicable, subject to the limitations and exceptions as set forth in this Paragraph 9.43 and in Paragraphs 9.25 and 9.26.
- 9.43.10 The Contractor shall indemnify and hold the County Indemnified Parties harmless pursuant to Paragraph 9.25 (General Indemnification) with respect to the activities of each and every Subcontractor.

9.43.11 Approved Subcontracts

Contractor represents, acknowledges and agrees that Link2Gov Corp., a Tennessee corporation, is its legally owned subsidiary (in this Paragraph 9.43, "Link2Gov" or "Subsidiary"). Consequently, Contractor shall remain fully responsible for all performances required of it under this Contract, including those under the Subcontracts entered into between Link2Gov and Subcontractors for the benefit of the County.

Contractor shall also be fully liable to County for all damages resulting from Link2Gov's failure to perform in accordance with the Contract. The County agrees that Contractor's liability hereunder shall be limited by the express terms and conditions of this Contract (together with all amendments, waivers, consents, releases and other modifications or compromises agreed to by the Contractor and County).

9.44 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 9.15 (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 9.46 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

9.45 TERMINATION FOR CONVENIENCE

9.45.1 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.

9.45.2 Nothing in this Paragraph 9.45 is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Contract, applicable law and County procedures for payment for work under this Contract through the Effective Date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 9.45.2 shall be the only remedy available to Contractor in the event of a termination pursuant to this Paragraph 9.45.

9.46 TERMINATION FOR DEFAULT

9.46.1 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:

1. 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; or
2. Contractor incorrectly debits the designated County bank account(s) via ACH debit for fees that are not owed to Contractor; or

3. 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; or
4. 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 the cure period specified in Exhibit J (Performance Requirements Summary) (or such longer period as the CIO may authorize in writing) after receipt of written notice from the County specifying such failure. In the event that no cure period is specified in Exhibit J (Performance Requirements Summary), Contractor shall progress toward a cure within five (5) working days (or such longer period as the CIO may authorize in writing) after receipt of written notice from the County specifying such failure; or
5. Contractor has otherwise materially breached this Contract or any Work Order/Executed Work Order.

9.46.2 Without limiting the County's ability to terminate this Contract under this Paragraph 9.46 or under any other provision of this Contract, the County will reinstate the applicable Services or other work under this Contract if at the end of the applicable cure period, in the sole determination of County, the Contractor has cured event leading to County's suspension hereunder. County shall have no liability or responsibility of any kind or nature to Contractor with respect to any suspension of Work under this Paragraph 9.46. County's Project Director may deliver on behalf of County, notices of full or partial suspension under this Contract.

9.46.3 If, after the County has given notice of termination under the provisions of this Paragraph 9.46, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 9.46, or that the default was excusable under the provisions of Paragraph 9.22 (Force Majeure) the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 9.45 (Termination for Convenience).

9.46.4 The rights and remedies of the County provided in this Paragraph 9.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.47 TERMINATION FOR IMPROPER CONSIDERATION

- 9.47.1 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.
- 9.47.2 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.
- 9.47.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

9.48 TERMINATION FOR INSOLVENCY

- 9.48.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
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;
 2. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 3. The appointment of a Receiver or Trustee for the Contractor;
or
 4. The execution by the Contractor of a general assignment for the benefit of creditors.

9.48.2 The rights and remedies of the County provided in this Paragraph 9.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.49 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

9.50 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

9.51 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 9.45 (Termination for Convenience), Paragraph 9.46 (Termination for Default), Paragraph 9.47 (Termination for Improper Consideration), and Paragraph 9.48 (Termination for Insolvency), in each case, then:

9.51.1 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;

9.51.2 Unless this Contract has expired or County has terminated the Contract pursuant to Paragraph 9.45 (Termination for Convenience) or Paragraph 9.51.3, 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;

- 9.51.3 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 8.3 (Security). Contractor shall maintain in accordance with Paragraphs 8.1 (Confidentiality) and 8.3 (Security), any portion of County's Confidential Information Contractor is required to maintain in accordance with applicable Data Security Guidelines and/or Banking Rules.
- 9.51.4 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 9.45 (Termination for Convenience), or Paragraph 9.51.3, 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 Schedule), 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 9.51.4, 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; and
- 9.51.5 County will withhold payments in accordance with Paragraph 9.29 (Liquidated Damages; Withhold of Payments) if the County determines that there are deficiencies in the performance of this Contract as set forth in Exhibit J (Performance Requirements Summary), to the extent applicable;

- 9.51.6 Contractor and County shall continue the performance of the Contract to the extent not otherwise terminated; and
- 9.51.7 Contractor shall maintain all materials required to be maintained Paragraph, 9.41 (Record Retention and Inspection/Audit Settlement) in accordance with such Paragraph.

9.52 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.52.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.52.2 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 Transitional Job Opportunity vendor.
- 9.52.3 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 Transitional Job Opportunity vendor.
- 9.52.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor 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 10 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 certifying department of this information prior to responding to a solicitation or accepting a Contract award.

9.53 VALIDITY

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

9.54 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 9.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.55 WARRANTY AGAINST CONTINGENT FEES

9.55.1 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.

9.55.2 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.

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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor

warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206, as set forth in Exhibit L (Defaulted Property Tax Reduction Program).

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 9.56 (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.

10.0 CONTINUING GUARANTY

- 10.1 Subject to the limitations and exceptions as set forth in this Paragraph, in Paragraphs 10.2, 10.3 and 10.4 below and in Paragraphs 9.25 (General Indemnification) and 9.26 (Intellectual Property Warranties and Indemnification), Parent hereby absolutely, unconditionally, and irrevocably guarantees to County, on a continuing basis, the prompt and complete payment and performance of any and all obligations, responsibilities, and liabilities of Contractor under this Contract (collectively in this Paragraph 10.0, "Guaranteed Obligations"), including, without limitation, any liability of Contractor in respect of its performance or nonperformance thereunder. Subject to Paragraphs 10.2, 10.3 and 10.4 below, Parent's liability hereunder shall be limited to the Guaranteed Obligations as defined by this Contract (together with all amendments, waivers, consents, releases and other modifications or compromises agreed to by the Contractor and County). Also subject to Paragraphs 10.2, 10.3 and 10.4 below, the Contractor shall have the right to assert any and all defenses to any claims or liabilities under the Contract or at law or in equity that are or would have been available to Contractor.
- 10.2 Parent hereby agrees that its obligations under this Paragraph 10.0 shall be binding and enforceable upon Parent without regard to (a) the validity or enforceability of the Contract to the extent that invalidity or unenforceability is attributable to the legal status of Contractor or its power or authority to enter into this Contract or to perform its obligations hereunder, or to an action or inaction of Contractor, (b) the bankruptcy or insolvency of Contractor, (c) any amendment, extension, or other modification of the Contract, (d) except as expressly set forth in

Paragraph 10.3, any waiver, consent, compromise, release, or other action or inaction by County under the Contract, or (e) any event described in Paragraph 9.2 (Assignment and Delegation) with respect to Contractor or Parent. Notwithstanding the foregoing, County hereby agrees to first seek to enforce the Contract and exhaust all remedies provided under the Contract or under law against Contractor prior to seeking to enforce any remedies hereunder against Parent, provided, however, that County shall not be required to seek enforcement against Contractor in the event that Contractor is bankrupt or insolvent or there exists other evidence upon which County can reasonably conclude that Contractor is not a valid entity or would otherwise not be able to perform the outstanding obligations under the Contract.

- 10.3 Parent hereby further agrees that its obligations under this Paragraph 10.0 shall not be subject to counterclaim, setoff, deduction, diminution, abatement, recoupment, suspension, deferment, reduction or defense, except that, subject to Paragraph 10.2, Parent may raise (a) any counterclaim, setoff, deduction, diminution, abatement, recoupment, suspension, deferment, reduction, or defense available to Contractor under the Contract or at law or in equity, and (b) any waiver, consent, compromise, release, or other action or inaction by County under the Contract that has been determined by a court of competent jurisdiction to result in a reduction in full or in part of the Guaranteed Obligations.
- 10.4 Parent hereby waives any right it may have, at law or in equity, to receive notice of the creation, renewal, modification, compromise, extension, release, modification, or accrual of any of the Guaranteed Obligations, any notice of Contractor's breach or default under the Contract, and any notice of County's acceptance of, or reliance on, Parent's obligations under this Paragraph 10.0. Parent hereby further waives any rights it may have, at law or in equity, (i) to receive any notice that may be required to preserve intact any of County's rights against Parent under this Paragraph 10.0, and (ii) except as expressly stated in Paragraphs 10.1, 10.2, or 10.3 above, to take advantage of any other circumstance which might otherwise constitute a legal or equitable discharge, release, or defense of a guarantor or surety, that might otherwise limit recourse against Parent hereunder.
- 10.5 Parent hereby represents and warrants that (a) Parent is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite power and capacity to enter into this Contract and to perform its obligations hereunder; (b) Parent's execution and delivery of this Contract does not violate any provision of law or regulation, or any order of any court or other agency or instrumentality or government; and (c) the provisions set forth in this Paragraph 10.0 constitute legal, valid, and binding obligations of Parent are enforceable against Parent in accordance with its terms, except as such

enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principals of equity.

- 10.6 Parent hereby agrees that Paragraphs 9.3 (Authorization Warranty), 9.23 (Governing Law, Jurisdiction, and Venue), 9.37 (Notices), 9.53 (Validity), and 9.54 (Waiver), as well as any other Paragraph necessary for the interpretation of this Paragraph 10.0, apply to this Paragraph 10.0, as if Parent were "Contractor" as referenced in such Paragraphs. All such Paragraphs are incorporated into this Paragraph 10.0 by this reference.
- 10.7 Parent hereby agrees that its obligations under this Paragraph 10.0 shall not be discharged until such time as all of Contractor's obligations, responsibilities, and liabilities under this Contract have been indefeasibly paid and performed in full, subject to the limitations set forth above in this Paragraph 10.0

11.0 SURVIVAL

The following Paragraphs shall survive expiration or termination of this Contract: 1.0 (Applicable Documents; Construction); 2.0 (Definitions); 3.6; 5.3 (No Payment For Services Provided Following Expiration/Termination of Contract); 8.1 (Confidentiality); 8.2 (Proprietary Considerations); 8.3 (Security); 8.4 (Warranty Pass-Through) 9.0 (Standard Terms and Conditions); 9.2 (Assignment and Delegation); 10.0 (Continuing Guaranty); and 11.0 (Survival). The following items shall survive expiration or termination of this Contract: Exhibit A (Statement of Work), Section 3.5, Contractor's Outgoing Transition; Exhibit I (Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement); and Exhibit J (Performance Requirements Summary).

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

CONTRACTOR: FIDELITY INFORMATION SERVICES, LLC

PARENT (for purposes of Paragraph 10.0 only): FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: Valarie M. Sanders

By: Valarie M. Sanders

Printed Name: Valarie M. Sanders
Contract Manager

Printed Name: Valarie M. Sanders
Contract Manager

Title: _____

Title: FEB 14 2013

ATTEST:

COUNTY OF LOS ANGELES

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By: Frank Kelly-Thorne
Chairman, Board of Supervisors

By: Sachelle Smitherman
DEPUTY

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

77923

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Sachelle Smitherman
Deputy

for By: Amanda M.L. Drukker
Senior Deputy County Counsel



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22

MAR 12 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A

STATEMENT OF WORK

TO

CONTRACT

FOR

**ELECTRONIC PAYMENT
PROCESSING SERVICES**

ELECTRONIC PAYMENT PROCESSING SERVICES
STATEMENT OF WORK
TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	SERVICES	1
1.1	Background	1
1.2	Scope of Work.....	1
1.3	Technology Growth and Industry Improvements	2
1.4	Definitions.....	2
2.0	SYSTEM REQUIREMENTS.....	3
2.1	Integrated eCommerce Solution General Requirements.....	3
2.2	Web Application	6
2.3	Interactive Voice Response (IVR) Application.....	7
2.4	Point of Sale (POS) Application.....	8
2.5	Payment Activity File	10
2.6	Banking	12
2.7	Security and Privacy Compliance.....	17
2.8	Reporting.....	20
2.9	Customer Service.....	22
2.10	System Maintenance and Uptime.....	24
3.0	TASKS AND DELIVERABLES.....	28
3.1	Project Management and Planning	28
3.2	Contractor's Incoming Transition.....	33
3.3	On-Boarding New eCommerce Applications and Enhancements	40
3.4	Ongoing Maintenance and Future Growth	46
3.5	Contractor's Outgoing Transition.....	47

TABLE OF CONTENTS

ATTACHMENTS

ATTACHMENT A.1 PRODUCTION FACT SHEET

ATTACHMENT A.2 HISTORICAL TRANSACTION GRAPH

ATTACHMENT A.3 COUNTY OF LOS ANGELES WEBSITE STYLE GUIDE

ATTACHMENT A.4 AMERICANS WITH DISABILITIES ACT WEB-BASED
INTRANET AND INTERNET INFORMATION AND
APPLICATIONS

ATTACHMENT A.5 SAMPLE APPLICATION SPECIFICATIONS

ATTACHMENT A.6 SAMPLE SECURITY INCIDENT REPORT

ATTACHMENT A.7 ISD SECURE FILE TRANSFER (SFT) REGISTRATION FORM

ATTACHMENT A.8 CUSTOMER SERVICE PRIORITY LEVELS

ATTACHMENT A.9 SAMPLE PRODUCTION INCIDENT REPORT

ATTACHMENT A.10 SAMPLE TASK/DELIVERABLE ACCEPTANCE FORM

ATTACHMENT A.11 SAMPLE WORK ORDER

1.0 SERVICES

1.1 BACKGROUND

The County of Los Angeles, with more than 10 million residents, has the largest population of any county in the United States. An estimated 28 percent of residents of the State of California live in the County. With approximately 100,000 employees and over 30 Departments, the County is charged with providing numerous services that affect the lives of all residents. By way of example, the County operates parks, libraries, beaches, and harbors; provides critical health, public health, mental health, and substance abuse services to indigents; provides law enforcement, emergency, and fire services; prosecutes, jails, and supervises most criminals; maintains roads and dams; and serves its residents in many other ways.

As of the Effective Date, the County has 27 eCommerce Applications in production and in progress as detailed in Attachment A.1 (Production Fact Sheet). Through these eCommerce services, the County collects various payments from Payers such as fees for permits, licenses, event/seminar registrations, and utility services; fines; restitution obligations; and property taxes. Refer to Attachment A.2 (Historical Transaction Graph). The County's eCommerce Architecture is divided into the following layers:

- Layer 1 – Merchant Commerce System (Storefront)
- Layer 2 – Payment Gateway
- Layer 3 – Payment Processor

The Contractor's solution must allow for growth to deploy new County Department eCommerce Applications and evolve to include additional Payment Channels, Payment Types, and functionalities.

1.2 SCOPE OF WORK

The general scope of work to be performed under this Contract shall include, but not be limited to, providing Services, necessary equipment and other work to support a fully integrated eCommerce Solution for the acceptance and real-time processing of credit/debit cards and eCheck using various Payment Channels, such as but not limited to Web, IVR and POS.

This Statement of Work describes the efforts required of the Contractor to replace existing electronic payment Applications with comparable or better functionality. Per County's emerging requirements, Contractor shall also implement new electronic payment Applications.

Contractor's solution shall ultimately improve the County's ability to efficiently and accurately process various types of credit/debit cards, eCheck payment

collection Transactions, manage financial information, integrate with existing County operations, interface with County's Layer 1 systems, improve workflow, maintain data integrity and comply with all applicable Banking Rules and Data Security Guidelines.

Deliverables shall include, but are not limited to, Application Specification Document, Project plan and schedule, test scenarios/cases, software development, specialized hardware installation, training 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 a thirty (30) day post-implementation 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 Contractor'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 as a payment option. Included in Section 3.0 (Task and Deliverables), is a task for Contractor to conduct an analysis to include PayPal as a payment option. Any development effort to implement PayPal 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

For convenience, specific definitions used throughout this Statement of Work without definition can be found in Paragraph 2.0 (Definitions) of the Contract.

2.0 SYSTEM REQUIREMENTS

For each applicable County 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 minimally provides the following:

2.1 INTEGRATED eCOMMERCE SOLUTION GENERAL REQUIREMENTS

- 2.1.1 **Payment Channels and Types:** Contractor shall provide, 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) and eCheck/ACH.
- 2.1.2 **Multiple Line Items:** By no later than **October 31, 2013**, Contractor shall provide 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. Contractor's compliance with the immediately preceding sentence shall be contingent upon the County converting its eCommerce Applications to the Contractor's current version of its DataPointe product by no later than October 31, 2013, provided that (a) Contractor shall provide all tasks, deliverables, goods, services, and other work necessary for such conversion at no additional cost to County, and (b) the eCommerce Solution, when operated in conjunction with Contractor's current version of its DataPointe product, operates in accordance with all system requirement set forth in Sections 2.1 through 2.8 of this Statement of Work.
- 2.1.3 **Authorization Times:** Contractor shall provide Card Authorization response times not to exceed four (4) seconds from Transaction submission.
- 2.1.4 **Terms of Acceptance:** Contractor shall provide the ability to display Application-specific terms (such as Privacy and Security Policy, Terms of Use, Terms of Sale and 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 shall provide Authorization options (i.e., accept, 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 shall provide the capability to handle fluctuating Transaction volumes and dollars, not only from a system

capacity standpoint but also from a Banking Day high dollar limit, as a result of varying County Application peak and slow seasons. This includes, but is not limited to, significant spikes in volume and dollars as a result of the two (2) annual property tax deadlines, which can jump to approximately 15,000 Transactions for \$40 million per day for a few days before each deadline, but throughout the remainder of the year fluctuates at much lower numbers. Refer to Attachment A.2 (Historical Transaction Graph). This fluctuation can apply to all Payment Channels, although primarily affect 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 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 shall provide 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.
- 2.1.9 **Online Refunds:** Contractor's online Refund process shall have the capability to create multiple approval-level groups based on a Department's defined maximum dollar amount that each level can approve.
 - 1. Provide an administrator role capable of managing the assignment of approvers to an authorization level group.
 - 2. Provide an email notification to alert an approver when a Refund Transaction is waiting to be approved.
 - 3. Provide email confirmation upon approval to all parties involved in the Refund Transaction.
 - 4. Display all Refund Transaction types in the Contractor's online reporting tool and identify as Refunds.
 - 5. Provide the capability to require a minimum of two (2) County approvals, in addition to the person initiating the Refund, per Refund Transaction.

6. Refund Convenience/Service Fee when a Transaction is fully Refunded.
 7. Ensure Refund/Refunds, and/or Chargebacks, and/or Returns, do not exceed the original Transaction amount.
- 2.1.10 **Automated Real-time Refund Transaction:** Contractor shall provide the ability to process Refund Transactions initiated by the County or County's third party Application in real-time.
 - 2.1.11 **Batch Refunds:** Contractor shall provide the ability to process multiple Refunds using a batch process from the County or County's third-party Application. Contractor 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 shall ensure Refund/Refunds, and/or Chargebacks, and/or Returns, do not exceed the original Transaction amount.
 - 2.1.12 **Centralized Shopping Cart:** Contractor shall provide the capability of processing payment Transactions from a centralized County payment site (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 (1) Transaction. Each payment may consist of one (1) 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.
 - 2.1.13 **Bill Presentment:** Contractor shall provide an Application capable of electronic bill presentment and payment processing which allows the Payer to register to view an image of their bill and 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 shall provide the capability to save payment information to recall the information for future payments from Payer.
 - 2.1.15 **Recurring Payments:** Contractor shall provide 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 shall provide the ability to support Tokenization for recurring payment Transactions.
- 2.1.17 **Mobile Applications:** Contractor shall provide the ability to process a payment using a mobile device such as, but not limited to: iPhone, iPad, Blackberry, Android or Windows Mobile.
1. The mobile website must conform to the W3G Mobile Web Best Practices.
 2. The mobile website must automatically detect and run on the following mobile platforms: Apple iPhone, Apple iPad, RIM (BlackBerry), Symbian Android, and Windows Mobile.
 3. Mobile web content shall be accessible on a range of devices irrespective of differences in presentation capabilities and access mechanism.
 4. The mobile website must have a mobile-friendly textual and visual content.
 5. The mobile website must have an easy site navigation,
 6. Ability to solicit sign-ups to the mobile device via the website and ability to utilize Mobile Analytics.

2.2 WEB APPLICATION

- 2.2.1 **User Interface:** Contractor shall provide a user interface to capture 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 shall provide user-friendly interactive web pages that are easily configurable to meet each County Department's business and technical requirements.
- 2.2.3 **Interface with Layer 1:** Contractor shall provide an electronic interface to the Layer 1 Applications and will populate Layer 1 information into the Contractor's Layer 2 to avoid entering duplicate information.
- 2.2.4 **Utilize County Style Sheets:** Contractor shall utilize County style sheets in order to provide continuity in appearance from the Layer 1 Application from which it was called throughout the eCommerce Application. Refer to Attachment A.3 (County of Los Angeles Website Style Guide).

- 2.2.5 **Initial Form Post:** Contractor shall have the capability to receive real time information originated from the Layer 1 Application. Information is passed to Contractor 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 web pages, as defined by the County Department.
- 2.2.6 **Post-Back Process:** Contractor shall provide 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 **Ability to Print Receipts:** Contractor shall allow the printing of receipts via the creation of a PDF receipt that Payer can print or save utilizing a variety of generally used Internet browsers (Internet Explorer 7.0 or higher, Safari 4.0 or higher, or Firefox 3.0 or higher). Printed receipts shall include a confirmation number associated with the successful Transaction.
- 2.2.8 **Email Receipts to Public:** Contractor shall provide the option to send confirming email receipts, including payment details, to Payers upon completion of a successful Transaction.
- 2.2.9 **Ability to Receive and Redirect email from Public:** Contractor shall provide the ability to receive and forward Payer replies to the Contractor's email confirmation to the appropriate County Department.
- 2.2.10 **Americans with Disabilities Act (ADA) Compliant Webpages:** Contractor shall provide ADA compliant webpages which shall be in accordance with the specifications detailed in Attachment A.4 (Americans with Disabilities Act Web-based Intranet and Internet Information and Applications) which is derived from U.S. Rehabilitation Act, 508, §1194.22 "Web-based Intranet and Internet Information and Applications".

2.3 INTERACTIVE VOICE RESPONSE (IVR) APPLICATION

- 2.3.1 **Interactive Voice Response:** Contractor shall provide and host IVR capability in English and Spanish languages, including receiving a Department Load File for the purpose of Payer account validation by the Contractor's IVR Application. Contractor shall also provide:

1. Toll-free number for Payer 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.
5. Provide professional voice talent for IVR recordings, minimally in 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.

2.3.2 **Department Load File:** Contractor shall provide 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 shall provide POS equipment according to the pricing provided in Exhibit B (Pricing Schedule).

2.4.2 **POS Equipment Specifications:** Each POS payment terminal shall meet or exceed the following specifications:

1. **Processor** – 200 MHz ARM9 32-bit RISC microprocessor.
2. **Memory** – 6 MB (4 MB of Flash, 2 MB of SRAM), Optional 12 MB (8 MB of Flash, 4 MB of SRAM).
3. **Display** – 128 x 64 pixel graphical LCD with backlighting; Supports 8 lines x 21 characters and includes signature pad.
4. **Magnetic Card Reader** – Triple-track (tracks 1, 2, 3), high coercivity, bi-directional.

5. **Smart Card (Optional)** – ISO 7816, 1.8V, 3V, 5V or synchronous and asynchronous cards; EMV Level 1 and 2 Type Approved.
 6. **SAM Card Reader (Optional)** – 1 or 3 Security Access Modules.
 7. **Keypad** – 3 x 4 numeric keypad, plus 8 soft-function keys and 4 screen addressable keys; PCI approved.
 8. **I/O Modules** – 14.4k modem module; Ethernet and 14.4k modem combination module.
 9. **Peripheral Ports** – One USB 1.1 port supports flash memory devices; Two RS-232 ports support peripherals including PIN pads and check readers; One telecom port and one Ethernet (with optional Ethernet/14.4 I/O module) support communications.
 10. **Printer** – Integrated thermal printer with graphics capabilities, 18 lines per second, 24 or 32 columns, standard paper roll 58 mm (2.25 in.) x 25M, single ply; Optional large paper roll 58 mm x 35M.
 11. **Modem** – Standard 14.4k bps modem supporting Bell 103/212a, CCITTV.21/V.22/V.22bis/V.32/V.32bis (300/1200/2400/9600/14400 bps) and HC Fast Connect for 1200 bps.
 12. **Protocols** – Application selects between asynchronous protocols (Visa 1, Visa 2, and others) and synchronous protocols (including ISO 8583/SDLC).
 13. **Security** – SSL v3.0, 3DES encryption, Master/Session and DUKPT key management; VeriShield file authentication.
 14. **Physical** – Length: 209 mm (8 in.); Width: 102 mm (4 in.); Height: 78 mm (3.07 in.); Weight: Terminal/750 g (1.65 lbs.), Full shipping/1,377 g (3.03 lbs.).
 15. **Environmental** – 0 to 40 C (32 to 104 F) operating temperature, 5% to 90% relative humidity, non-condensing.
 16. **Voltage** – AC input 100 - 240 VAC, 50/60 Hz; DC Output 8.6 - 9.4 VDC, 4.0 Amp.
- 2.4.3 **POS Software:** Contractor shall provide software components of the POS Application which shall integrate and interface with any County owned POS devices.
- 2.4.4 **Virtual Terminal:** Contractor shall provide the ability to remotely process Card payments from Payers via phone 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 shall provide 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 shall provide 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 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 shall provide the ability for the County to set 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 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 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 (1) 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 definable 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 shall provide each Payer with a confirmation number (a unique number provide by Contractor 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:** Contractor's payment activity file shall reflect successful Refund Transactions, including the necessary identifying information that will tie the Refund Return 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 shall be identifiable to 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 shall provide 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 shall provide 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 be identifiable to 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:** **By no later than October 31, 2013,** Contractor shall provide 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. Contractor's compliance with the immediately preceding sentence shall be contingent upon the County converting its eCommerce Applications to the Contractor's current version of its DataPointe product by no later than October 31, 2013, provided that (a) Contractor shall provide all tasks, deliverables, goods, services, and other work necessary for such

conversion at no additional cost to County, and (b) the eCommerce Solution, when operated in conjunction with Contractor's current version of its DataPointe product, operates in accordance with all system requirement set forth in Sections 2.1 through 2.8 of this Statement of Work. 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 shall provide 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 shall provide the unsuccessful Refund Return Transaction in the separate Refund response file.

2.6 BANKING

- 2.6.1 **Authorized Cardholder/Customer Procedures:** Contractor 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 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 shall allow Payer to review all charges and itemized fees before final submission.
- 2.6.4 **Allow Payer Termination:** Contractor 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 Tax Payment Program and MasterCard Convenience Fee Program:** 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 (reduced Convenience/Service Fees).
- 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 Schedule). 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, and network or usage fee. 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 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 credit Authorizations.
3. Convenience/Service Fees shall not be changed except in accordance with Paragraph 5.1.4 of the Contract and Exhibit B (Pricing Schedule). County may request a decrease of the Convenience/Service Fee if related Interchange Pass-Through Cost from Card Associations being charged to Contractor decrease, as well as in accordance with Paragraph 5.1.4 of the Contract and Exhibit B (Pricing Schedule).
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 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.

- 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 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 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 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 for Transactions submitted by 11:00 a.m. Pacific Time (or such other time as mutually agreed upon by County and Contractor).
 2. With respect to all other Applications, within two (2) Banking Days of Transaction date.
- 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 to payment processor, or from payment processor to Contractor. Should County elect to make said switch, County may do so with TTC 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), ODFI's Transit Routing Number, and Company

Identification Number. 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 or payment processor.

- 2.6.18 **Number of Settlement Accounts:** Contractor shall permit County to designate multiple depository bank accounts for Settlement under all Work Orders.
- 2.6.19 **Settlement by Transaction Types:** Contractor shall have the capability to create separate daily funds Settlement for collections, Refunds, and Returns/Chargeback, as well as the capability to create an aggregate daily funds Settlement for all Transaction types. Contractor 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 as they are from time to time in effect 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.
- 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 change/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 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 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 shall have the ability to create one (1) 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 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 Refund to a Payer's account; and (d) be able to handle partial Refunds.
- 2.6.28 **Online Refunds:** Contractor shall provide the County the ability to initiate Refunds online, by Department, by Application.
- 2.6.29 **Refund Returns:** Contractor shall have the ability to create one (1) aggregate credit or to create individual credits to the designated County bank account for Refund Returns.
- 2.6.30 **Chargebacks and Adjustments:** Contractor shall have the ability to create credit card Chargebacks and other debit adjustments to Settle separately or netted from the daily funds Settlement, at the County's option.
- 2.6.31 **Chargebacks/Returns Resolutions:** Contractor shall resolve (a) each Chargeback within 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 Chargeback and/or Return disputes.
- 2.6.32 **Chargeback Insurance:** Contractor shall provide the option for Chargeback Insurance, which provides a pool of funds from which Chargeback lost principal amounts may be drawn against if the original funds paid to the Payer are no longer available.

2.7 SECURITY AND PRIVACY COMPLIANCE

- 2.7.1 **Data Backup:** Contractor shall backup County data based on an identified regular schedule (excluding credit/debit card and bank account numbers). If a County Department 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 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 (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 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 the following month after completing payment Application development. Contractor shall provide County a letter certifying that each eCommerce Application is PCI compliant prior to Application release.
- 2.7.3 **Changes to eCommerce Application:** When modifications are made to 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 completing assessment.
- 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. 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 must have the ability to exchange data files with the County using file transfer protocol (FTP), file transfer protocol with secure socket layer (FTPS), hyper text transfer protocol (HTTP), secure hyper text transfer protocol (HTTPS), and secure file transfer protocol (SFTP). In addition, Contractor shall secure the data in transmission using encryption with a minimum cipher of Triple-Data Encryption Standard (3DES) with a one hundred twenty-eight (128) bit key.
- 2.7.6 **Connectivity to County for File Transfer:** Contractor must have, at its own expense, ability to connect to the County using site-to-site virtual private network (S2S VPN) and/or a dedicated circuit such as a frame-relay.
- 2.7.7 **File Transfer Methodology:** Contractor shall encrypt data files using Pretty Good Privacy (PGP) prior to sending them to the County using FTP. Additionally, Contractor shall place files on County's server when sending files to the County and will pull files from County's server when needed.
- 2.7.8 **Data Encryption Standard:** Contractor shall encrypt stored data using triple data encryption standard (3DES) or higher with a one hundred twenty-eight (128) bit key.
- 2.7.9 **Computer Security Breach Notification:** Contractor shall notify County's Customer Assistance Center within four (4) hours following the identification of any actual Security Incident or of any Known Threat, including Computer Security Breach, any attack, or the introduction of any disabling device, related to eCommerce Applications or eCommerce Solution.
- 2.7.10 **Computer Security Breach Reports:** Contractor shall provide a written report and assessment regarding all actions taken concerning each identified Security Incident, including any Computer Security Breach, any

attack, or the introduction of any disabling device, the current status and any potential impact(s) to County of the Security Incident. Each Security Incident shall be categorized according to the criticality of either minor or major. For a minor Security Incident, 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, 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.

For purposes of this paragraph, a "minor Security Incident" is defined as a Security Incident which causes limited loss of confidentiality, integrity, protection and/or availability of the eCommerce Solution or one (1) or more eCommerce Applications. Examples include, but are not limited to, events such as distributed denial of service attacks, configuration errors, and virus or worm outbreaks. For purposes of this paragraph, a "major Security Incident" is defined as one, which causes significant and catastrophic loss of confidentiality, integrity, protection, and/or availability of the eCommerce Solution or eCommerce Applications. Examples include, but are not limited to, events such as actual or suspected loss or disclosure of County information, web defacement, and cyber-attacks on application/server/network where inappropriate access was achieved.

- 2.7.11 **Secure Socket Layer (SSL) Certificates:** Contractor shall maintain a current SSL Certificate issued by a commercial certificate authority (CA) such as Verisign or other commercial CA for all Contractor hosted eCommerce Applications. The SSL certificate must have a key length of one hundred twenty-eight (128) bit. Should SSL certificate expire, Contractor shall disable access to Application until a current SSL certificate has been obtained and installed.
- 2.7.12 **Browser Support Notification:** Contractor shall send users an error message when the user's browser does not support SSL one hundred twenty-eight (128) bit encryption. The County reserves the right to request Contractor to modify this feature on a per Application basis. Modification to this feature will be in writing from the County to the Contractor.
- 2.7.13 **Archived Data Storage:** Contractor must store County archived data in a storage media separate from its other customers.
- 2.7.14 **Transaction Processing Security:** Contractor shall offer the option for additional security (e.g., Velocity Checks, User Identity Verification, Card Verification Value, Card Validation Code, Card Identification (CVV/CVC2/CID) Card Code Verification System and AVS), to protect customer Transactions (Card and eCheck).

- 2.7.15 **Automated Challenge Response:** Contractor 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). A CAPTCHA can be used to ensure that the Payer's response is not automatically generated by a computer.
- 2.7.16 **Network Security Registration:** Contractor shall collaborate with County's Network Security staff and complete formal eCommerce Registration form. Contractor shall collaborate with County's Network Security staff to ensure all electronically transmitted files are scheduled for transfer from/to Contractor'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.
- 2.7.17 **Secure File Transfer:** A completed registration form (refer to Attachment A.7, ISD Secure File Transfer (SFT) Registration Form) shall be provided to the ISD Network Security team (NetSec) for review and approval. Contractor shall work with NetSec to implement connectivity to the County via S2S VPN or dedicated telecommunication link through the County's Extranet. Additionally, Contractor will work with NetSec to implement file transfer jobs in accordance with Section 2.7.5 (File Transfer Protocols) through Section 2.7.7 (File Transfer Methodology).

2.8 REPORTING

2.8.1 General Reporting:

1. Contractor shall provide a single online reporting system that has the ability to retrieve all Transaction information in real-time basis daily, monthly, annual, and variable date range reports.
2. Online reporting system shall display all Transaction activity such as successful, unsuccessful, Refunds, Returns, Chargeback, and Voids.
3. Reports shall have the capability to be sorted by any report field as defined by the County.
4. Contractor shall have the capability to develop customized reports to meet County business needs.

5. Contractor shall not display County's bank information on any report.
6. Contractor 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 shall provide ability for County users to save predefined report parameters on Contractor's database for future use.

2.8.2 Data Retrieval:

1. Contractor shall provide the ability to restrict the display of data by County Department, Payment Channel, and location.
2. Contractor shall provide a separate line item to capture Convenience/Service Fee information.
3. Contractor shall provide flexible search capability to retrieve specific Transactions.

2.8.3 Reports and Data Exports: Contractor shall provide ability to download and save reports and data into various formats, such as but not limited to, Excel, XML, CSV, TIFF, PDF, WEB format.

2.8.4 Administrative Function: Contractor shall provide 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 shall truncate Card numbers, Payer checking and savings account numbers and other account numbers, and Merchant account numbers appearing on all Contractor provided reports and County reports accessible through Contractor's online reporting system. Contractor shall not display any other sensitive banking information.

2.8.6 Report Labels: Contractor's online reports shall have the capability for County users to modify column headings.

2.8.7 Data Retention: Contractor shall make the data available for County reporting purposes for a period of twenty-four (24) months before archiving.

- 2.8.8 **Reporting of Fees:** When fees are processed separately from principal payment, Transactions reports shall display the principal payment 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 shall provide 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 based on security rights, at the pre-defined interval.
- 2.8.12 **Archived Data Storage:** Contractor 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 or destroy said data.
- 2.8.13 **Data Availability:** Contractor shall make online and archived data available to County upon fourteen (14) calendar days of County request for such data on mutually agreed upon media. For sensitive or personal data, Contractor 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 archive location, Contractor 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's 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 and County practices.

2.9.1 **Technical Support:** Contractor shall provide USA based 24/7, 365/6, 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 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 with respect to all eCommerce Applications, Services and other work through a toll free phone 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 one (1) minute (monthly average). Contractor shall produce and deliver a monthly report that captures actual average hold time.

2.9.4 **Email and Telephone Response Time:** Contractor shall provide telephone support to County staff with an average response time not to exceed one (1) hour for Level 1 and Level 2 Priority deficiencies (as defined in Attachment A.8), and shall provide email support to technical and business support emails with an average response time not to exceed twenty-four (24) hours for Level 3 and Level 4 Priority deficiencies (as defined in Attachment A.8) between the hours of 7am – 5pm Pacific Time, Monday through Friday. Response phone calls and 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. Resolution timelines are measured from the earlier of (a) County's report of the problem and (b) Contractor's other discovery of the problem. County to provide Contractor with a single email address for notifications.

- 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 five (5) business days of resolution for Contractor issues, 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 shall provide the County a Help Desk Manual, which documents problem reporting process, 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, 365/6, and shall maintain production system availability to accept and process all payment Transactions minimally 99.9% of the time except for agreed upon scheduled maintenance and software upgrades/releases under this Section 2.10 (System Maintenance and Uptime).
- 2.10.2 **Online Reporting System Uptime:** Contractor 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 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. In the event of County emergency or County request, Contractor shall make best efforts to make test system immediately available.

- 2.10.4 **Secured File Transfer Protocol Uptime:** Contractor shall maintain production Secured File Transfer Protocol (SFTP) system uptime 99.9% (24/7, 365/6). Maintenance shall be performed to avoid 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 outage, catastrophic disaster, component failure, or data loss no later than one (1) hour after the incident is discovered. Additionally, without limiting Contractor's obligations to remedy problems within the resolution timelines required by this SOW, Contractor shall deliver an initial disaster recovery assessment report specific to the unscheduled outage incident within twenty-four (24) hours after incident is discovered. Such report will provide information relating to the cause of the incident, Contractor's recovery approach and methods to prevent recurrence. Recognizing that final assessment information may not all be available within twenty-four (24) hours, Contractor shall provide periodic updates to the report, as appropriate, until the incident follow-up activities are complete.
- 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 shall display, in user-friendly language, outage 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 shall perform system maintenance activities between the hours of midnight and 5am Pacific Time.
- 2.10.10 **Preventive Maintenance:** Contractor shall perform periodic preventive maintenance. Maintenance scheduling shall be done at a time mutually agreeable to County and Contractor

2.10.11 Software Upgrades/Releases: Contractor shall:

1. Conduct thorough internal quality assurance testing of any software upgrades/releases 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 for changes directly affecting County.
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. This will be for any changes that directly impact the County.
5. Software upgrade/release documentation shall be delivered to County fourteen (14) calendar days prior to implementation.
6. Contractor shall not create a negative operational impact to any existing Application when installing a software upgrade/release.
7. Any and all software upgrade/releases deployment time frames shall be mutually agreed upon between Contractor and County for any changes that directly impact the County. Contractor will also share release schedule with County.
8. For new software upgrades/releases, conduct a thirty (30) calendar day post implementation review and provide status to the County.

2.10.12 Freeze Periods: Contractor shall obtain annually and observe County freeze schedules, where maintenance and software upgrades/releases shall not be performed. For example, with respect to the County's property tax program, Contractor shall not schedule or perform any maintenance or software upgrades/releases on the December and April tax deadlines and the immediately preceding fourteen (14) 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.

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.
- **On-boarding of New eCommerce Applications and Enhancements** – comprised of tasks and deliverables to bring on board new eCommerce Applications and Enhancements to existing Applications.
- **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.
- **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 – Overall Project Management

Throughout the term of the Contract, Contractor's Project Director who, 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 County's, Banking Rules, Data Security Guidelines, business and technical requirements.

4. Coordinate with County 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 to County Project Director. Unless otherwise directed by County Project Director or designee, overall Project status reports shall include the following information:
 - a. County's Project Identifier (i.e. Work Order 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 status (i.e., pending, in progress, in testing)
 - h. Project milestone dates
 - i. Contractor Project Manager name
 - j. County Department Project Manager name

DELIVERABLE:

Bi-weekly status reports prepared and in accordance with Section 3.1.1.

3.1.2 TASK – 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 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:

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 and overview of the Contractor's electronic payment solutions, the approach and methodology for eCommerce Application development and implementation, as well as associated milestones for transition existing eCommerce Applications, ongoing electronic payment processing, and on-boarding 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 – 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 for approval. Contractor shall use Microsoft Project 2007 or later to develop all Project plans included in the APMP.

DELIVERABLE:

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 report with the exception of 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 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, person hours required to complete each task and subtask, the time frame for completion and any dependencies on other tasks. Tasks and subtasks shall be broken down to include a level of detail such that no single activity will exceed eighty (80) hours of work. Tasks and subtasks shall be organized by deliverables and include County 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, and (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, 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 – 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.

DELIVERABLES:

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 their 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 – 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 existing County's 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 forty five (45) days from Contract execution and must be approved by County's Project Director before starting the transition.

DELIVERABLE:

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. Summation of all transition activities for County's executive management visibility at the following intervals:
 - a. Ninety (90) calendar days after Contract execution, provide the County with a compiled three (3) month 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.
 - b. One hundred and eighty (180) calendar days after Contract execution, provide the County with a compiled six (6) month status report that clearly identifies those existing Applications successfully replaced into Contractor's computing environment and a list of outstanding existing Applications scheduled for transition. In addition, Contractor's Project Manager shall clearly identify any Project plan schedule slippages.
 - c. Two hundred and seventy (270) calendar days after Contract execution, provide the County with a compiled nine (9) month status report that clearly identifies those existing Applications successfully replaced in Contractor's computing environment and a list of outstanding existing Applications scheduled for transition. In addition, Contractor's Project Manager shall clearly identify any Project plan schedule slippages.
 - d. Three hundred and sixty five (365) calendar days after the Effective Date, provide the County with a twelve (12) month status report that clearly identifies all existing Applications successfully replaced in Contractor's computing environment. In the event that a list of outstanding existing Applications are behind schedule,

Contractor shall include a revised targeted transition schedule for each delayed Application.

3.2.2 TASK – 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 Project Director. Contractor shall thereafter prepare a transition JAD session schedule. Refer to Attachment A.11 (Sample Work Order).

DELIVERABLE:

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 fifteen (15) business days of receipt of the Work Order.

3.2.3 TASK – Transition Project Management

Contractor shall assign a full-time Project Manager for the transition period that shall be responsible for the overall management of the migration of all existing eCommerce Applications.

DELIVERABLES:

1. Assigned transition Project Manager.
2. Weekly Project status reporting with County's Project Manager.
3. Bi-weekly (e.g., 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 – Transition Joint Application Development Session by County Application

Contractor shall conduct a thorough analysis, provide expert guidance regarding Banking Rule/Data Security Guideline compliance, validate and document the requirements of each County's eCommerce Application to be transitioned via JAD session(s).

DELIVERABLES:

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, minimally, include:
 - a. Introduction
 - b. Simple diagram of the workflow
 - c. Merchant account setup information
 - d. IVR Call Flow Diagrams that show all elements and transitions
 - e. Form-Post format
 - f. Mockup of the style sheet (header and footer) for all pages
 - g. Cardholder'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, 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 Application.

3.2.5 TASK – Transition Application Development by County 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 migrate 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 POS equipment to transition existing Application into Contractor's environment at the pricing set forth in Exhibit B (Pricing Schedule). 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 using professional talent and establish the appropriate telephone number(s).

DELIVERABLES:

- 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 – Transition File Transfer Setup and Testing by County Application

Contractor shall complete their 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.

DELIVERABLES:

1. Completed the 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.

3.2.7 TASK – Transition Merchant Account Setup Testing

Contractor shall initiate a test Transaction and assist County to validate the Merchant account setup.

DELIVERABLE:

Completed and tested the Merchant account setup.

3.2.8 TASK – 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 has the ability to 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, 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.

DELIVERABLES:

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 – 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.

DELIVERABLES:

1. Online Reports training: Conduct user and administrator training in Contractor's online reporting system prior to deployment.
2. Deploy Application within seven (7) calendar days from County's formal approval.
3. Application Source Code – For each Application, 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 five (5) calendar days of deployment, if applicable.

3.2.10 TASK – 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 Application post-implementation review meetings 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.

DELIVERABLES:

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 – 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:

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 – Project Initiation

1. County will prepare and issue a Work Order to implement new eCommerce Applications or Enhancements including Project Summaries and Merchant Information. The Work Order will be signed by the County Project Director. Refer to Attachment A.11 (Sample Work Order).
2. Contractor shall acknowledge receipt of the Work Order 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:

JAD session to start within fifteen (15) business days of receipt of the Work Order.

3.3.2 TASK – Application Project Management

For each Application or Enhancement, 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. Serve 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, business and technical requirements.
3. Manage the change control process.
4. Maintain Project schedule and provide Project status to be included in the Contractor's Project Director's bi-weekly status report. Unless otherwise directed by County 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. Coordinate 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. Facilitate technical discussions and/or obtain technical resources as needed and/or requested by County Department Project Manager.
7. Maintain all project management deliverables as defined in the Contractor's APMP, as described in Section 3.1.3

DELIVERABLES:

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 – Joint Application Development Session

Contractor shall conduct a thorough analysis, provide expert guidance regarding Banking Rule/Data Security Guideline compliance, validate and document the requirements of County's new Application or Enhancement 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.

DELIVERABLES:

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 or Enhancement, 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, minimally, include:
 - a. Introduction
 - b. Simple diagram of the workflow
 - c. Merchant account setup information
 - d. IVR Call Flow Diagrams that show all elements and transitions
 - e. Form-Post format

- f. Mockup of the style sheet (header and footer) for all pages
 - g. Cardholder'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 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 – New Application or Enhancement Development

Upon County approval, as evidenced by the Executed Work Order, Contractor shall develop the eCommerce Application or Enhancement, including, internal quality assurance testing, delivery of test cases and test scenarios and migrate the Application or Enhancement 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 or Enhancement operates as detailed in the Application Specification Document.

For every new Application or Enhancement 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 Schedule). Contractor shall provide all equipment configuration parameters to the County and assist County in the configuration parameters set up.

For every new Application or Enhancement using IVR, Contractor shall develop the IVR scripts using professional talent and establish the appropriate telephone number(s).

DELIVERABLES:

1. Completed and tested eCommerce Application or Enhancement 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 or Enhancement 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).

3.3.5 TASK – File Transfer Setup and Testing

Contractor shall complete their 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.

DELIVERABLES:

1. Completed the 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 – Merchant Account Setup Testing

Contractor shall initiate a test Transaction and assist County to validate the Merchant account setup.

DELIVERABLE:

Completed and tested the Merchant account setup.

3.3.7 TASK – Customer Acceptance Testing

For each new eCommerce Application or Enhancement, Contractor shall provide test credentials and dedicated test environment for the County's Customer Acceptance testing that has the ability to 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, in customer acceptance testing in order to fully simulate the functionality of the Application or Enhancement as set forth in the Application Specification Document, including the Contractor's back-end payment processing, and/or API processing.

DELIVERABLES:

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 or Enhancement ready for production deployment.

3.3.8 TASK – Application or Enhancement 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 or Enhancement, Contractor shall move the Application or Enhancement to production.

DELIVERABLES:

1. Online Reports training: Conduct user and administrator training in Contractor's online reporting system prior to deployment.
2. Deploy Application or Enhancement within seven (7) calendar days from County's formal approval.
3. Application Source Code – For each Application or Enhancement, 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 five (5) calendar days of deployment, if applicable.

3.3.9 TASK – Post-implementation Review

For each new eCommerce Application or Enhancement, Contractor shall provide post-implementation review and support for a duration of thirty (30) calendar days. Project Manager shall conduct Application post-implementation review meetings 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.

DELIVERABLES:

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 – 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 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:

Monthly Performance Summary report due seven (7) calendar days from the first of every month.

3.4.2 TASK – Conduct Assessment to Use PayPal

Contractor shall investigate the viability of including PayPal as a payment option for the County, where the Contractor receives payment information from PayPal 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's 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 shall provide a PayPal Assessment Report to the County with within one hundred and eighty (180) days from Contract execution.

DELIVERABLE:

PayPal Assessment Report comprised of the following:

- a. Executive Summary.
- b. Background and Scope.
- c. Analysis and findings, including issues and concerns in technical, operational and cost areas.
- d. Alternatives, including pros and cons.
- e. 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 – Outgoing Transition Phase

During Contractor's final twelve (12) month period of performance, if elected by County in 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.

DELIVERABLES:

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 (e.g., Excel, etc.)
7. Progress Reports – Provide bi-weekly (e.g., 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.

ATTACHMENTS

TO

APPENDIX B
STATEMENT OF WORK

FOR

ELECTRONIC PAYMENT
PROCESSING SERVICES

**ATTACHMENTS TO EXHIBIT A
(STATEMENT OF WORK)**

ATTACHMENT A.1

PRODUCTION FACT SHEET

ELECTRONIC PAYMENT PROCESSING SERVICES PRODUCTION FACT SHEET

Dept.	Name	Description	Convenience/Service Fee (C) or Agency Absorbed (A)	Payment Processing only	Web Account Validation Payment Processing	Credit/Debit Card	eCheck	IVR		POS		API	Dept. Load File	Payment Activity File	Postback	Recurring Payments	Expanded Settlement API	Calendar			
								Y/N	*Language	Y/N	Qty							Y/N	County	Fed	365
AC&C	License Renewals & Donations	Ability to accept license renewals and donations by credit card via the Web, IVR, and POS	A	N	Y	Y	N	Y	E,S	N	21	N	Y	N	N	N	N	N	N	N	N
B&H	Boat Slip Rentals	Ability for boat slip renters to pay monthly fees online.	C	N	Y	Y	N	N	N/A	N	0	N	Y	N	N	N	N	N	N	N	N
BOS	Lobbyist Fees, Fines	Ability to accept payments for Lobbyist's renewals, fees and fines.	C	Y	N	Y	N	N	N/A	N	0	N	N	N	N	N	N	N	N	N	N
Coroner	Skeletons in the Closet	Coroner's on-line gift shop.	A	Y	N	Y	N	N	N/A	Y	1	Y	N	N	N	N	Y	N	N	N	N
Coroner	Document Sales	Ability to accept online and over-the-counter payments for Coroner Proof of Death Letters and Autopsy Reports.	A	N	Y	Y	N	N	N/A	Y	1	N	Y	N	N	N	N	N	N	N	N
Coroner	Events & Seminars	Ability to accept online registration for Coroner seminars and events.	A	N	Y	Y	N	N	N/A	N	0	N	Y	N	N	N	N	N	N	N	N
Coroner	Transportation and Storage Fees	Ability to accept online and over-the-counter payments for Coroner transportation and storage fees.	A	N	Y	Y	N	N	N/A	Y	1	N	Y	N	N	N	N	N	N	N	N
DCFS	Children's Trust Fund Donations	Ability to make a donation to the Children's Trust Fund.	A	Y	N	Y	N	N	N/A	N	0	N	Y	Y	N	N	N	N	N	N	N
DCFS	Children's Trust Fund Event Reservations	Ability to purchase charitable event tickets for Children's Trust Fund events.	A	Y	N	Y	N	N	N/A	N	0	N	Y	Y	N	N	N	N	N	N	N
DPW	Simple Permits	Ability to accept payments for permits for carrying loads on County roads.	A	Y	N	Y	N	N	N/A	N	0	N	N	Y	N	N	N	N	N	N	N
DPW	Waterworks Credit Cards	Ability to accept payments for water bills.	A	N	Y	Y	Y	Y	E,S	N	0	Y	N	Y	Y	Y	N	N	N	N	N
FIRE	Film Permits	Ability to purchase filming permits.	C	N	Y	Y	N	N	N/A	N	0	N	Y	N	N	N	N	N	N	N	N
LACARRS	Los Angeles Activity Reservation Registration System	Ability for multiple County Departments to accept payments for reservations and registrations.	A	Y	N	Y	N	N	N/A	Y	16	Y	N	Y	Y	N	N	N	N	N	Y
LASD	Inmate Trust Deposit System	Ability to accept online deposits for inmates to spend in the commissary.	C	Y	N	Y	N	N	N/A	Y	1	N	N	Y	N	N	N	N	N	N	Y
LASD	Parking Citations	Ability to accept online payments for parking citations.	C	N	Y	Y	N	Y	N/A	Y	5	Y	N	Y	N	N	N	N	N	N	Y
LAUSD	Unified School District	Ability to accept payments for school supplies from the County.	A	Y	N	Y	N	N	N/A	Y	1	N	N	N	N	N	N	N	N	N	Y

ELECTRONIC PAYMENT PROCESSING SERVICES
PRODUCTION FACT SHEET

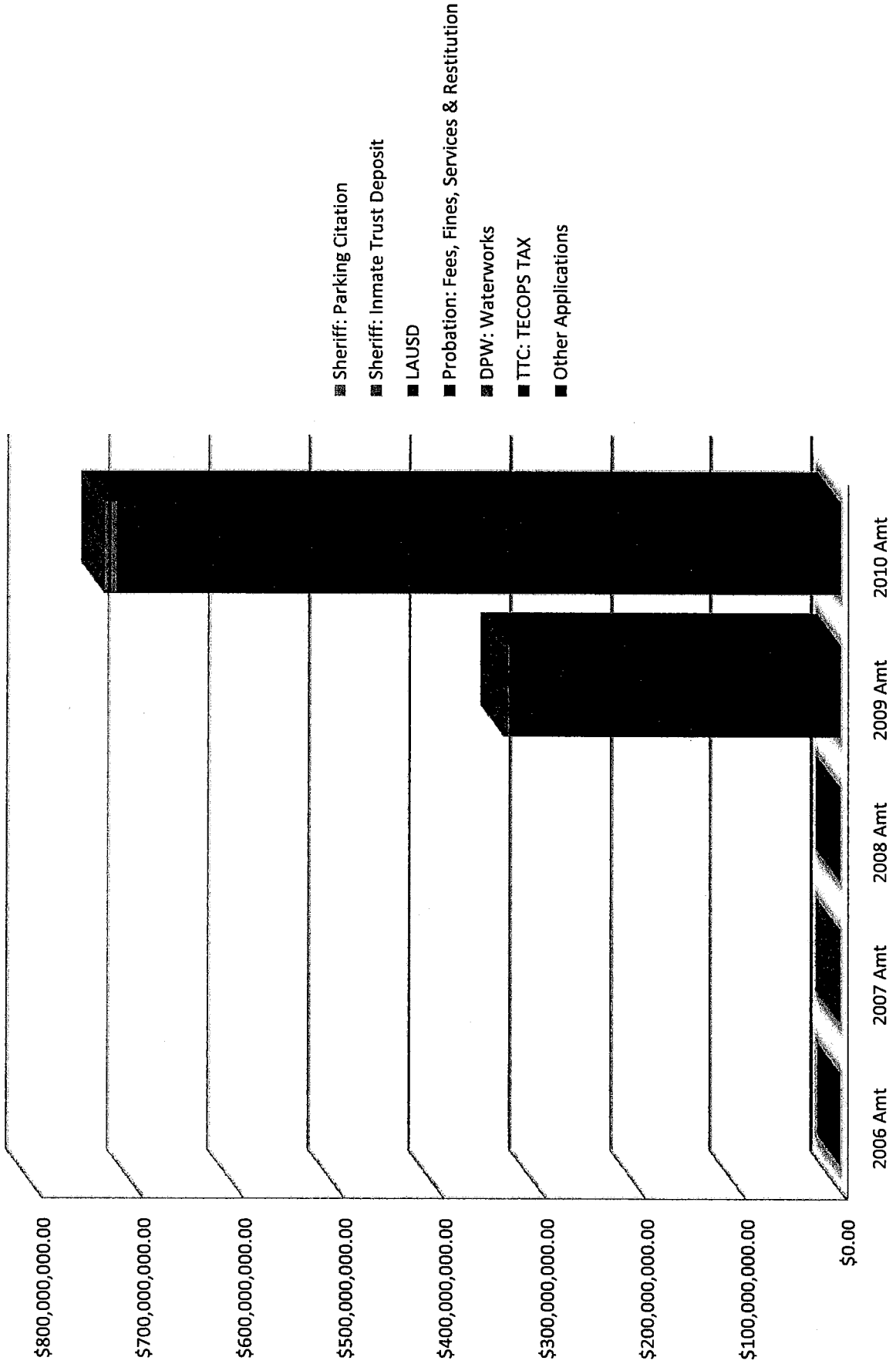
Dept.	Name	Description	Convenience/ Service Fee (C) or Agency Absorbed (A)	Web		eCheck	IVR		POS		API	Dept. Load File	Payment Activity File	Postback	Recurring Payments	Expanded Settlement API	Calendar		
				Payment Processing only	Account Validation Payment Processing		Y/N	N/A	Y/N	*Language							Y/N	Qty	Y/N
Law Library	Online Payments	Ability to pay Library fees.	A	Y	N	Y	N	N/A	N	0	N	N	N	Y	N	N	Y	N	N
Mgmt Council	Conferences	Live but seasonal semi-annual application. Ability to accept online registrations from MC members.	A	Y	N	N	N/A	N/A	N	0	N	Y	N	N	N	N	N	Y	N
Mgmt Council	Events & Seminars	Ability to accept online payments for events or seminars registration.	A	Y	N	N	N/A	N/A	N	0	N	Y	N	N	N	N	N	Y	N
PARKS	E-Pay Seminars	Ability to accept online registrations for seminars or events.	C	N	Y	N	N/A	N/A	N	0	N	Y	N	N	N	N	N	Y	N
PROB	Fees, Fines, Services & Restitution	Ability to accept Probationer payments for fees, fines, services and restitution.	A	N	Y	N	E.S	N	N	0	N	Y	Y	N	N	N	N	Y	N
Public Library	Online Catalog	Ability to pay for fines and fees via the online catalog.	A	Y	N	N	N/A	N/A	N	0	N	N	N	Y	N	N	N	Y	N
TTC	Auction Books	Ability to accept payments for real estate auction books. Seasonal application: semi-annual.	A	N	Y	N	N/A	N/A	N	0	N	N	Y	N	N	N	N	Y	N
TTC	Automated Cashiering System	Make a variety of in-person payments at TTC's Cashier windows, including property taxes. Interface with TTC's ACS vendor-supported application utilizing an API.	C	Y	N	N	N/A	N/A	Y	4	Y	N	Y	N	N	N	N	N	Y
TTC	Batch Refunds	Ability to process multiple refund transactions by transmitting a daily batch file to the Contractor.	N/A	N/A	N/A	Y	N	N/A	N	0	N	Y	Y	N/A	N/A	N	N	N	Y
TTC	TECOPS: NON-TAX	Ability to accept Non-Tax related payments, including Business License Renewals and delinquent accounts for eCollections.	A	Y	N	Y	N/A	N/A	N	0	N	N	Y	Y	N	N	N	N	Y
TTC	TECOPS: TAX Property Tax	Ability to pay property taxes.	C	Y	N	Y	N/A	N/A	N	0	N	N	Y	Y	N	N	N	N	Y

**ATTACHMENTS TO EXHIBIT A
(STATEMENT OF WORK)**

ATTACHMENT A.2

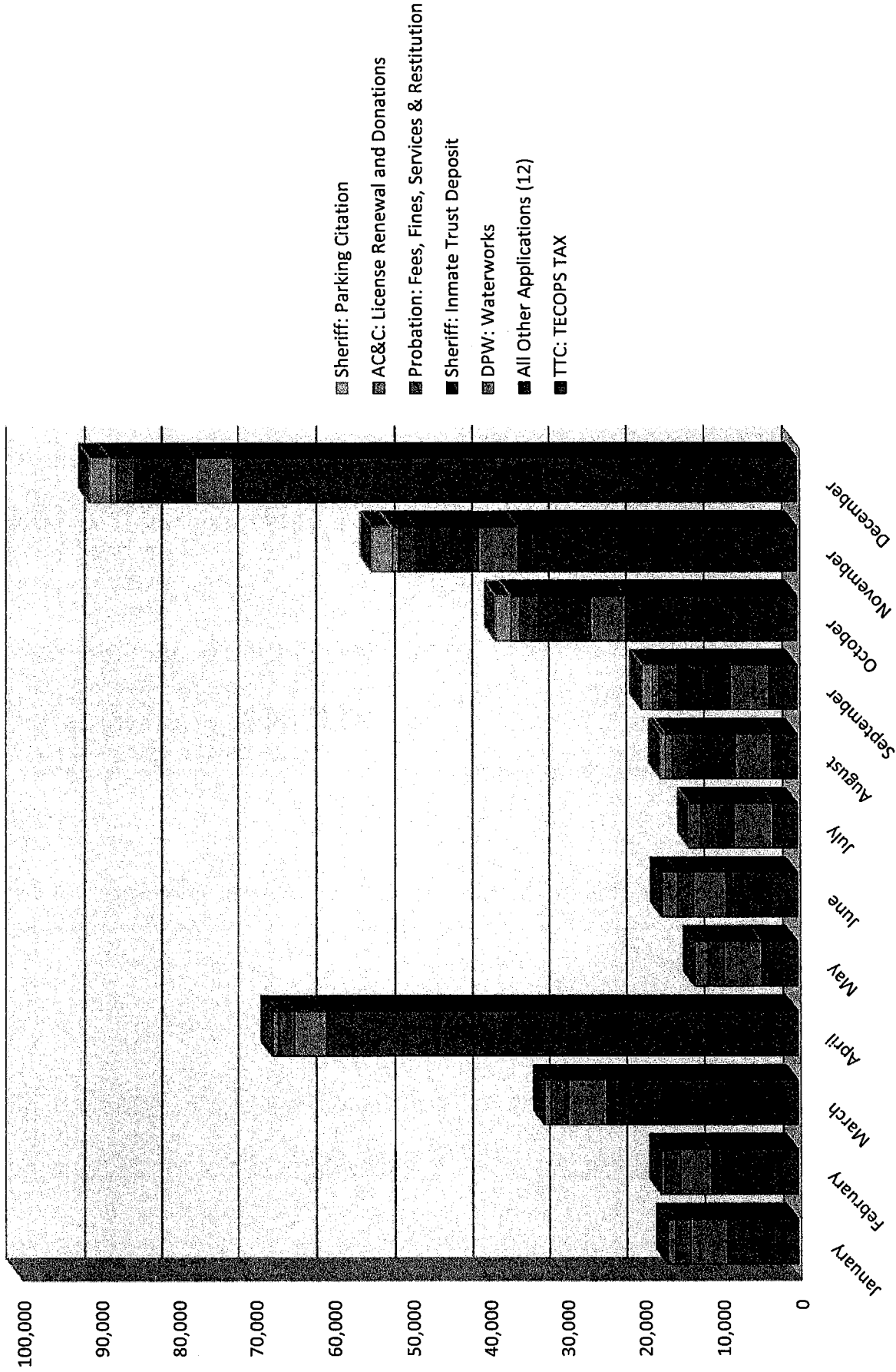
HISTORICAL TRANSACTION GRAPH

HISTORICAL TRANSACTION GRAPHS
eCommerce Application Amount - All (Five Years)



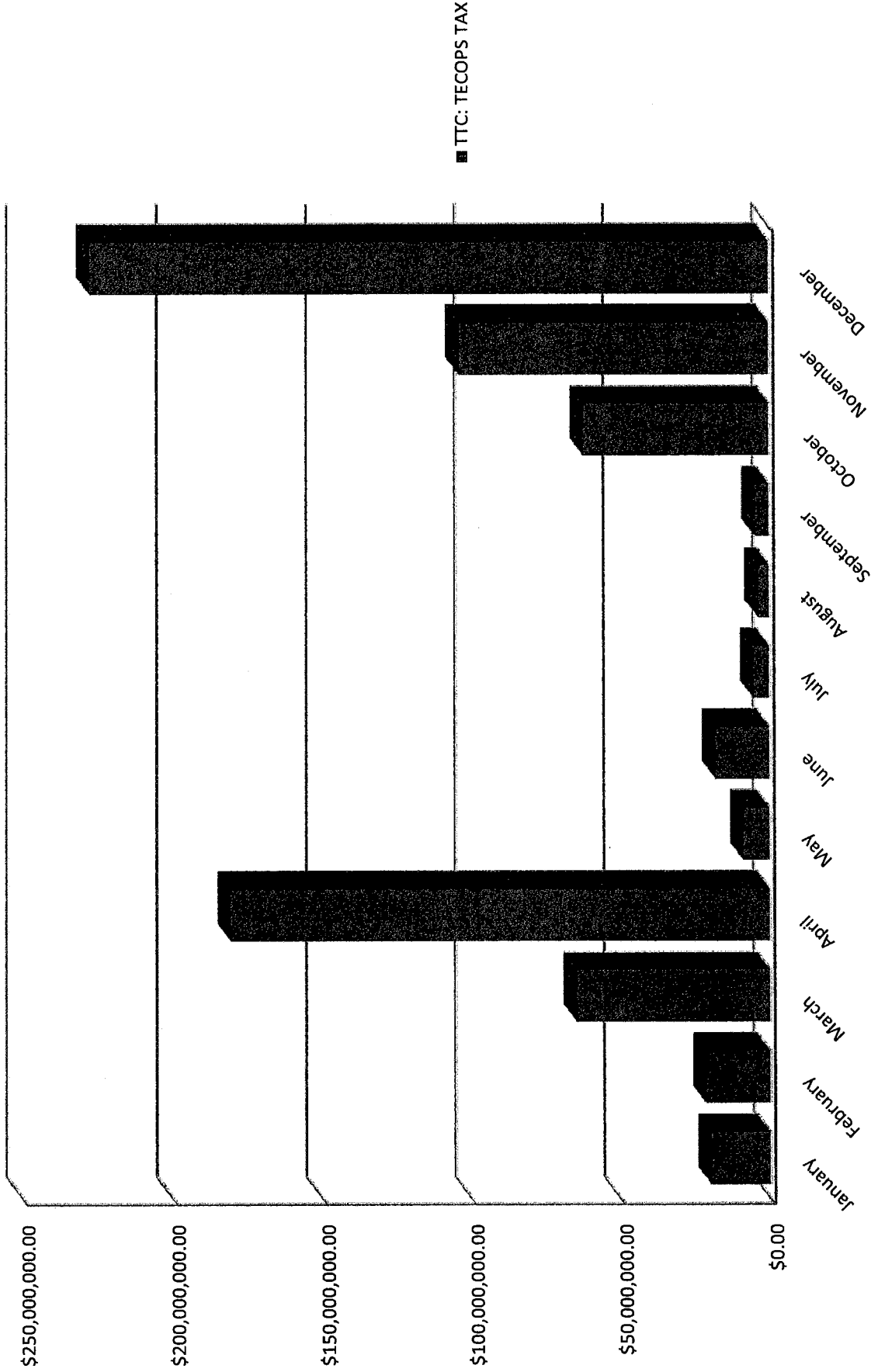
NOTE: These statistics are provided solely for historical and informational purposes only and are not intended to imply or guarantee the amount of future Transaction volumes or Transaction dollar amounts.

HISTORICAL TRANSACTION GRAPHS
2010 eCommerce Transactions



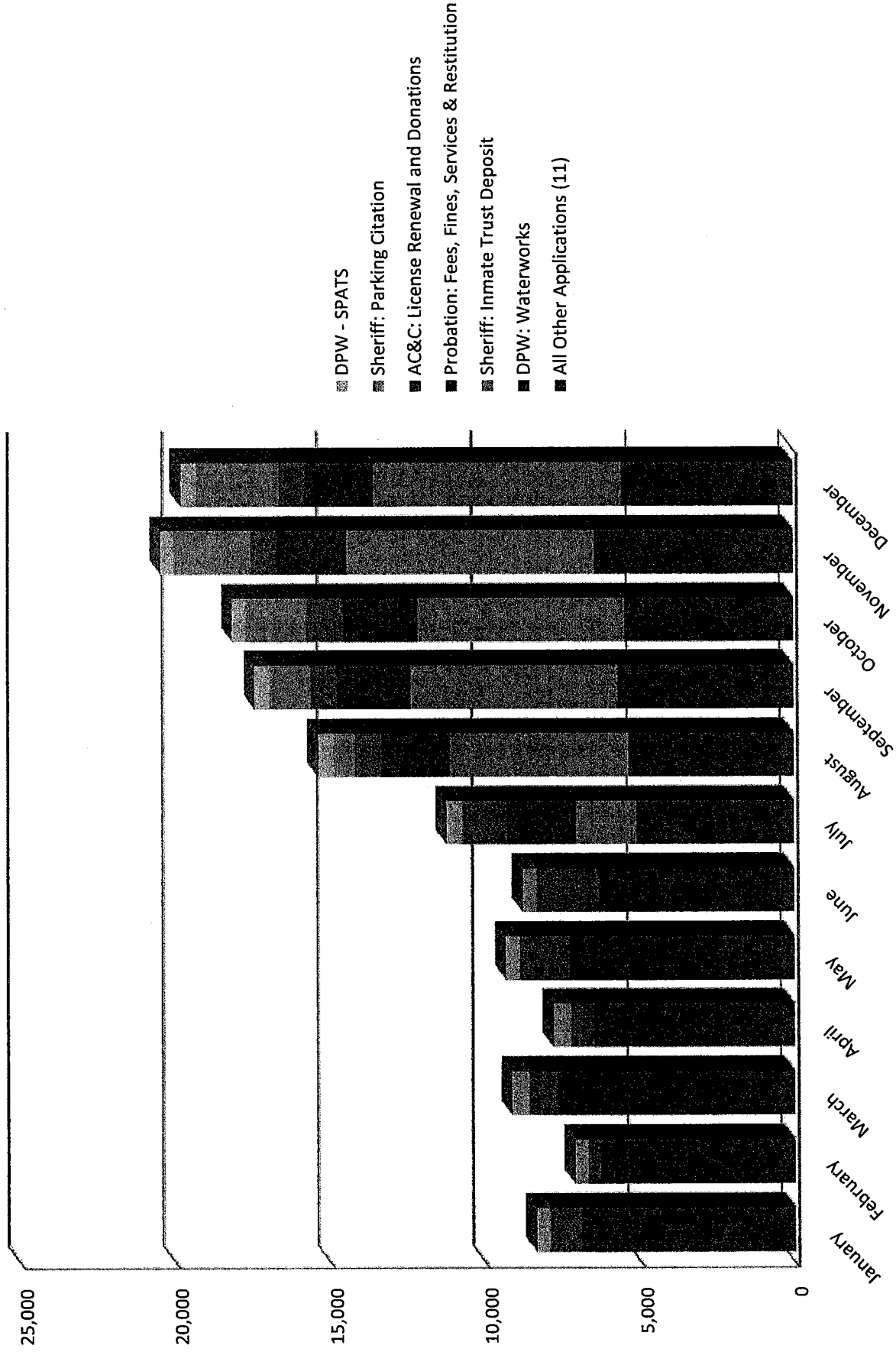
NOTE: These statistics are provided solely for historical and informational purposes only and are not intended to imply or guarantee the amount of future Transaction volumes or Transaction dollar amounts.

HISTORICAL TRANSACTION GRAPHS
2010 eCommerce Property Tax Amounts Only



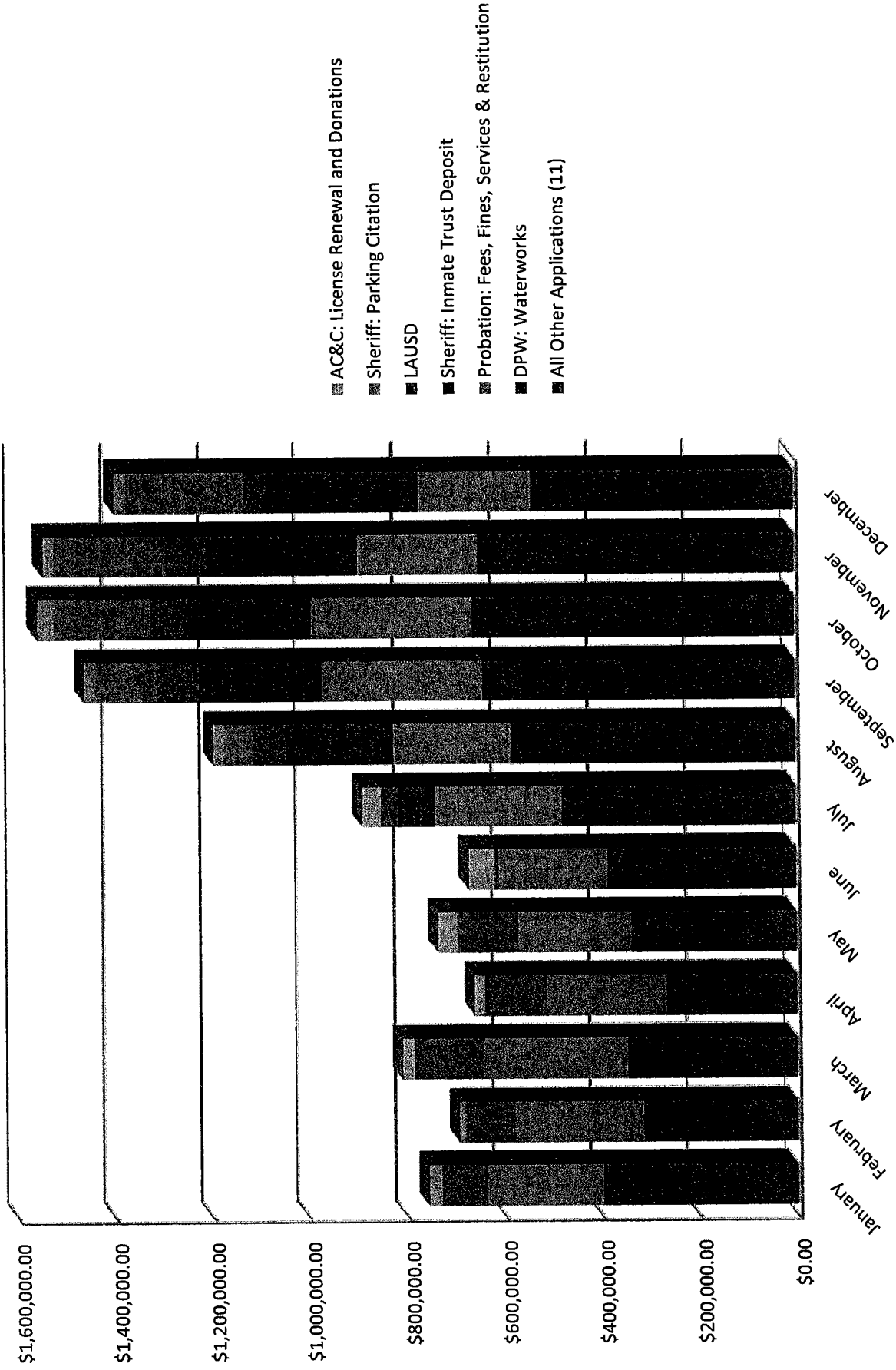
Note: Property Taxes are payable in two installments, due December 10th and April 10th, respectively.

HISTORICAL TRANSACTION GRAPHS
 2010 eCommerce Transactions w/o Property Taxes



NOTE: These statistics are provided solely for historical and informational purposes only and are not intended to imply or guarantee the amount of future Transaction volumes or Transaction dollar amounts.

HISTORICAL TRANSACTION GRAPHS
2010 eCommerce Amounts w/o Property Taxes



NOTE: These statistics are provided solely for historical and informational purposes only and are not intended to imply or guarantee the amount of future Transaction volumes or Transaction dollar amounts.

**ATTACHMENTS TO EXHIBIT A
(STATEMENT OF WORK)**

ATTACHMENT A.3

**COUNTY OF LOS ANGELES
WEBSITE STYLE GUIDE**

lacounty • 9

Style G

23 October



0.0	About this Document				
0.1	Using this document	3			
0.2	Who should use this doc?	3			
1.0	Technology, design and usability				
1.1	Technology parameters	4			
1.2	Technology - CSS Description	4			
1.3	Technology - RSS Description	4			
1.4	Notes on visual design	5			
1.5	Design recommendations and guidelines	5			
1.6	Notes on usability	6			
2.0	Graphics Overview				
2.1	Colors	9			
2.2	Typography	10			
2.3	• About HTML fonts	11			
2.4	About the logo building the logo with typography and color	12			
2.5	• Logo examples	13			
2.6	Incorrect logo treatment and usage	14			
2.7	Selecting the best imagery	15			
2.8	Creating the header image	16			
2.9	Content imagery - Icons vs. Photos	17			
3.0	Selecting Icons	18			
3.1	Navigation (Menus)	19			
3.2	Types of Navigation levels	20			
3.3	Global Navigation	21			
3.4	Utility Navigation	21			
3.5	Breadcrumbs Trail	22			
3.6	Side Navigation	22			
3.7	Buttons	23			
3.8	Footer	23			
4.0	Portal Overview				
4.1	How the portal moves	25			
4.2	• Portal vs. Portlet	25			
4.3	The Theme -- Portal pieces & measurements	26			
4.4	• Homepage portal	26			
4.5	• Department portal	27			
4.6	Inside the Portal - Portlet skins	28			
4.7	• Standard Skin	28			
4.8	• No Title Skin	28			
4.9	• Simple Skin	28			
4.10	Inside the Portlet -- imagery measurements	29			
4.11	• Utility icons	29			
4.12	• LA County Program Icons	29			
4.13	• Top right icons - medium	29			
4.14	• Top left icons - medium	29			
4.15	• Top right icons -- large	30			
4.16	• Top left icons -- large	30			
4.17	• Portlet photography	30			
5.0	508 Compliance	31			
5.1	The history of 508	31			
5.2	Technical Notes, Implementation and checkpoints	31			
5.3	How is 508 applied to the LA County Portal?	33			
6.0	Template types				
6.1	• Homepage	35			
6.2	• Content pages with side navigation	36			
6.3	• Department pages	36			
6.4	• Full width content	37			
6.5	• Dense content - 2 column	37			
6.6	Page Samples				
6.7	• Homepage	39			
6.8	• Resident's page	40			
7.0	Conclusion				

ATTAC

LA COUNTY



0.0 About this document

This document contains the graphic standards applied to the design of the LA County website. This document is intended to be a design guideline for any future development, or changes to the

Adobe Photoshop CS2 (.psd) was the software used in the creation of the web pages. Exported jiggs and gifs.

0.1 Using this document.

This document should be used as a reference guide for anyone making changes, updates or additions to the html code for the LA County website.

0.2 Who should use this document?

As mentioned, this document should be used as a reference guide for anyone maintaining the site. The following skills:

- Intermediate Photoshop skills –modify layer masks, manage image color, crop and optimize
- Intermediate HTML skills.
- Knowledge of portal technology.
- Familiar with Hexadecimal colors

The user should also have access to the following programs:

- Adobe Photoshop CS2
 - Adobe Illustrator CS2
 - HTML editing program, such as Dreamweaver.
-

1.0 Technology, design and usability

1.1 Technology parameters.

The site was designed considering the following technical requirements:

The site was designed considering the following technical requirements:

- Optimized for monitor resolutions of minimum 1024x768
- OS: MS Windows XP, Mac OS
- Browsers: Internet Explorer 6 SP1 (SP2 for Win XP), Firefox 1.5.0.3, Apple Safari 2.0.3

1.2 Technology - CSS Description.

CSS is the mechanism for implementing the Style Guide. CSS enforces a clear separation between an html page and the presentation (look and feel) aspects of the page. Additionally, CSS makes components easy. One style sheet will be created and shared between the LA County Portal and This style sheet will include all of the aspects of the style guide, including image URLs, fonts, font-spacing and placement for both the Portal Theme and the Portlet Skins.

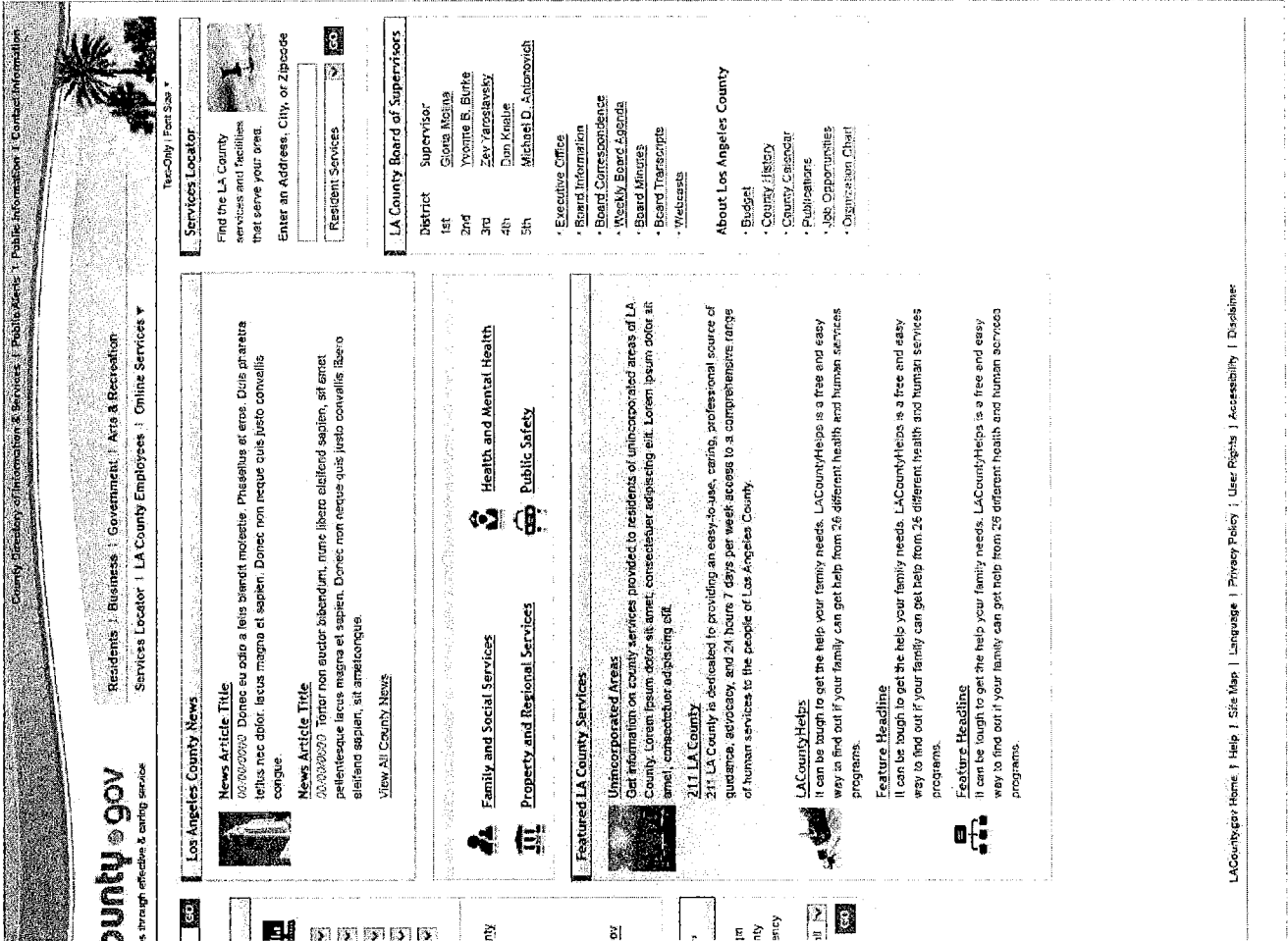
1.3 Technology - RSS Description.

In Release 1 of the LA County Portal RSS links are not used. In a future release when RSS links will allow the user to subscribe to specified content via their web browser Subscription application. When a web page has RSS subscription capabilities an RSS-aligned right in the browser's address bar.

1.4 Notes on design.

IBM's approach to imagery in the new redesign portal includes:

- Minimal overall look and feel (not dense).
- Inclusion and creation of more brand defining elements.
- Using photos specific to Los Angeles County, i.e. Disney Music Hall and Hollywood Bowl
- Avoiding heavy or dark photos and photo montages.
- Leaving an abundance of white space (this improves readability) with a graphics/color/branding to white space and text on each page.
- Avoiding overly image-rich and color-saturated areas.
- Use of more accessible graphics and visual elements to build the brand and make it less Current and contemporary.
- Friendly and caring.
- Clean and organized.
- Accessible and available.
- Rich with valuable information and easy to understand.



- Trust-worthy and secure.

1.5 Design recommendations and guidelines.

Page Layout

- The optimal viewing of the website is with a 1024 x 768 browser window.
- Use short pages for (a) home pages and all navigation pages, and (b) pages that need to and/or read online. Use long pages to (a) simplify page maintenance (fewer Web page files to the structure of a paper counterpart, or (c) make pages more convenient to download and print.

Graphics / Color

- Use only graphics that enhance content or that lead to a better understanding of the information. Use optimized graphics to reduce download time.
- Photographic-quality images should be rendered as 24-bit colored JPEG files, and compress to the smallest file size without significant loss in acceptable image quality.

Fonts / Text

- Use the HTML fonts as contained in the Cascading Style Sheet (CSS) to achieve the best performance. See the CSS files and the Font Overview section for details.

Editorial Tips

The goal is to communicate with users in a clear, user-friendly environment, making the LA County website easy to use for everyone, including people using screen readers and those with reading and cognitive disabilities. The W3C provides several tips regarding writing styles in "Core Techniques for Web Accessibility." The LA County voice is direct, friendly and knowledgeable. Users are not on the site to read. They are on the site to get information and to learn. The copy exists to set the tone, reinforce LA County's commitment to customer service and give the user information. These are some of the qualities which copy on the LA County website should possess:

These are some of the qualities which written text should possess on the lacounty.gov website:

- personable
- concerned
- knowledgeable
- practical
- explains thoroughly but does not waste time
- demonstrates good understanding of various situations, compassionate
- makes the complex simple; does not use jargon but speaks plainly and directly
- isn't arrogant, has stature and presence befitting a Government organization
- speaks to LA County's diverse audiences with respect and awareness of their unique needs

Other editorial considerations to achieve a better user experience:

- Use one idea per paragraph with sub-headings so that the user has an indication of what they
- Minimize scrolling by being succinct
- Be consistent in the use of terms and acronyms. Spell them out in their first occurrence referri
brackets
- Underlining should only be used to highlight hyperlinks. Words that are not hyperlinks should r
- Do not use 'click here' or 'click on' for hyperlinks. Instead use 'see', 'select', 'choose', 'read' or
hyperlink (e.g. instead of saying 'click here to find out more about LA County Services,' say 'i
LA County Services')
- Capitalize the first word of each sentence, otherwise capitals should only be used to indicate p
- Italics should not be used in titles or navigation
- Only one space should be entered after a sentence, not two
- Bullets should not be closed with any punctuation

1.6 Notes on Usability.

In order to ensure a positive user experience, we recommend using the following guidelines:

Task Completion:

- Allow tasks to be completed quickly
- Ensure a natural sequence of steps in a task
- If multiple steps are required, outline steps at the beginning of the task
- Indicate user progress through progress bars or text (i.e. "Step 1 of 3")
- Use consistent model for similar tasks
- Ensure that all selections, actions and operations look and act similarly. Consistency is key to
development

Location Indicator:

- Indicate user location in both global and local navigation
- Match link labels or page titles to page headers
- Use breadcrumbs to assist users in seeing their path

Minimize Error Opportunities:

- Provide adequate field lengths to facilitate readability of entered information
- Clearly indicate mandatory fields
- Illustrate required field format
- Provide data-entry validation at each logical step of a task
- Provide validation on submission of a form

Error Recovery:

- Provide clear, friendly error messages
- Provide adequate recovery options

Usability Considerations – Display Attributes**Look and Feel:**

- Have display / form elements that are identifiable, clearly presented, and are distinguishable fr
- Use labels and headers that are relevant, clear and distinct
- Use language that is clear and concise
- Position display / form elements in a manner that is logical, appealing, and enhances task perf

Usability Considerations – Affective Attributes**User Confidence:**

- Confirm each click by using the same terminology for the link label on the current page as the upcoming page
- Ensure user is aware of current location within the website at all times
- Ensure user assistance is always apparent and available
- Ensure the user feels in control throughout their experience, especially during task completion

Focus User Attention:

- Keep pages focused and uncluttered
- Minimize distractions during user tasks

Compelling User Experience:

- Have an aesthetic approach that is compelling as well as appropriate to the target audience
- Use language that is action-oriented and audience appropriate
- Have an interface and interaction design that makes tasks enjoyable, successful and rewardin

Using Flash Files**When to use Flash movies:**

- Use as informative movies, similar to a television commercial in intent and length.
- Use Flash to enhance the information that is already on the page: Flash should be a compor the totality of the page.
- If sound is used there should be a very visible way to turn sound off/on
- Don't continuously repeat Flash movie. Play once and then give user option to replay.
- If Flash movie is for instructional purposes then it should not play by default. Load movie and they need to click a Play button.

When not to use Flash:

- Don't use Flash for intros or uninformative animations, image transitions
- Don't use Flash as the only source of information on a page
- Don't use Flash for information that needs to be printed without providing an alternative
- Don't create large Flash files

Using PDF Files

Adobe Acrobat provides a standard option for content which needs to be formatted for printing or viewer is standard on over 95% of computers in the US.

When providing a link to open or download a PDF file the user should be made aware of the destination (PDF). A PDF file should only be provided for content which must be displayed in a format the portal interface, or if the content is graphics heavy.

ITY.GOV PALETTE

Colors

{ 255
 { 255
 { 255
 #FFFFFF
 Background
 { 242
 { 243
 { 245
 #F2F3F5
 and feature
 { 247
 { 248
 { 250
 #F7F8FA
 et fill
 { 131
 { 162
 { 190
 #84A2BE
 gation title
 id

R 104
 G 121
 B 131
 #687983
 Use
 Top navigation OFF
 state
 R 210
 G 121
 B 98
 #C97962
 Use
 Top navigation ON
 state
 R 72
 G 82
 B 91
 #48525B
 Use
 Portlet titles &
 content text
 R 210
 G 73
 B 31
 #D2491F
 Use
 Alert box heading
 R 255
 G 255
 B 255
 #FFFFFF
 Use
 reverse text for dark
 backgrounds

Borders

R 156
 G 186
 B 212
 #9CBAD4
 Use
 Portal border
 R 200
 G 200
 B 200
 #C8C8C8
 Use
 Portlet borders
 R 186
 G 186
 B 186
 #BAB4A6
 Use
 footer key line
 R 202
 G 120
 B 96
 #CA7860
 Use
 LA County pages
 R 23
 G 86
 B 153
 #175699
 Use
 Department of
 Beaches & Harbors
 R 100
 G 0
 B 0
 #640000
 Use
 Suggested future
 Dept. Page

R 170
 G 170
 B 170
 #AAAAAA
 Use
 Input boxes/drop
 down menus
 R 100
 G 100
 B 100
 #646464
 Use
 Button borders
 R 153
 G 99
 B 23
 #396317
 Use
 Suggested future
 Dept. Page
 R 184
 G 170
 B 100
 #B8AA64
 Use
 Suggested future
 Dept. Page heading

2.0 Graphics Overview

2.1 Colors.

Colors and graphics for the LA County website are soft, light and calm. The dominant color theme is red and white.

The chart on the left, lists the colors, their specifications and usages.

For color coding of department pages, deeper jewel tones are recommended to add strength and contrast to pastels, which will wash out the already muted colors of the main palette. Department pages should use the lacounty.gov palette, or incorporate their own palette to help brand their pages to their department.

These colors are a starting point – the LA County.gov palette can be added to as the site grows.

Page Color Coding

R 1
 G 101
 B 49
 #016531
 Use
 Sheriff's department
 pages

2.2 Typography.

The chart below contains specifications for both the graphical text (in the PSDs and Logo) and text' on the site).

Font:	Usage	PT size (PSD)	CSS default	CSS medium	CSS large	Sample
Arial:	• Main Navigation	11 point	11 pixels	15 pixels	18 pixels	ABCDEF GHIJKLMOPQRSTUVWXYZ
	• Button labels (caps)	10 point	10 pixels	14 pixels	17 pixels	abc defghijklmnopqrstuvwxyz
	• Utility Navigation	10 point	10 pixels	14 pixels	17 pixels	1234567890
	• Department navigation	11 point	11 pixels	15 pixels	18 pixels	
	• Department titles	11 & 20 point	11 & 20 pixels	15 & 24 pixels	18 & 28 pixels	
REGULAR	• Side Navigation	11 point	11 pixels	15 pixels	18 pixels	ABCDEF GHIJKLMOPQRSTUVWXYZ
	• General Content	11 point	11 pixels	15 pixels	18 pixels	abc defghijklmnopqrstuvwxyz
	• Breadcrumb	9 point	9 pixels	13 pixels	17 pixels	1234567890
	• Footer	10 point	10 pixels	14 pixels	16 pixels	
Trebuchet MS:	• Portlet Headers	12 point	12 pixels	16 pixels	20 pixels	ABCDEF GHIJKLMOPQRSTUVWXYZ
	• Content titles	12 point	12 pixels	16 pixels	20 pixels	abc defghijklmnopqrstuvwxyz
Bauhaus:	• Logo only	N/A	N/A			ABCDEF GHIJKLMOPQRSTUVWXYZ
	• this section is for reference only.					abc defghijklmnopqrstuvwxyz
						1234567890

About HTML fonts -- defining Styles

HTML fonts are pre-defined in the Cascading Style Sheets and are not flexible. Arial has been applied as cross-platform font for the html content (paragraph) text and Tebuchet MS for portlet titles and content titles.

The different specifications in this style guide are implemented through CSS by applying descriptive names to page elements and creating rules using current World Wide Web Consortium (W3C) standards. For example, the style guide calls for Global Navigation links to appear in 11 pixel Arial Bold font of a specific color (hex code #687983). This can be implemented by creating a descriptive name, **globalNav**, which is used in the web page html code, and also the following rules in CSS:

```
#globalNav {  
    font-family: Arial;  
    font-weight: bold;  
    font-size: 11px;  
    color: #687983;  
}
```

The CSS files themselves were created and iteratively refined throughout development, debugging, and testing of the portal. The current CSS files at any time will be plain text files in the CSS directory on the production server.

2.3 About the logo.

Creating a new logo designed to represent lacounty.gov within the Portal and in marketing collate brochures etc.) has provided an opportunity for LA County and IBM to bring heightened brand rec County. Creating a more memorable and personality rich logo adds a friendly 'visual ambassador' it meets its users.

The intention was to create an identity that appeared friendly, modern, fresh, appealing, adaptable. Though some government organizations choose traditional, authoritative looking logos to represent County's diversity of people and its renowned reputation as a destination for business, tourism, ar it more fitting to create a distinctive, less traditional logo.

The new LA County logo is simple, clean, modern, strong, and readable. It uses Bauhaus in bold and places a bolder emphasis on the word 'county' bringing focus to LA County. The letters in the custom sized, colored and matched to be distinctive and unique.

Though the logo works well in black and white, when used in color with a vibrant mandarin color: warm and friendly glow. The colored logo is lively and possesses a slightly retro-hip California que

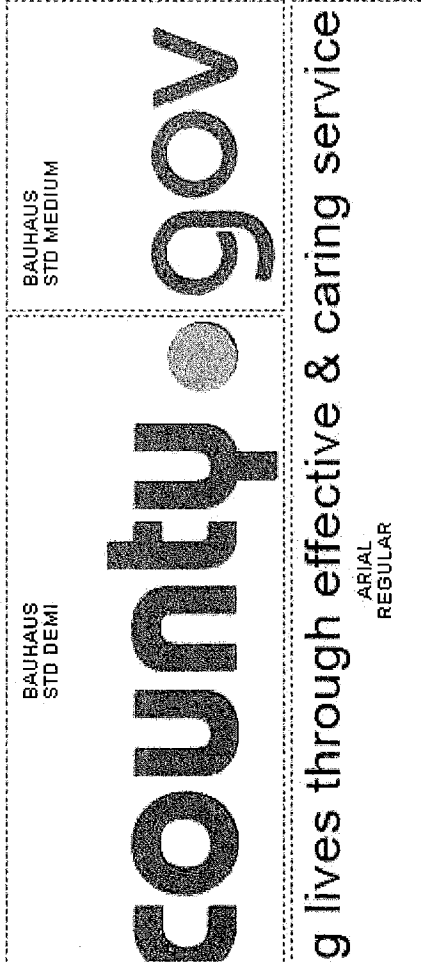
The mission statement sitting beneath the logo is there to reinforce the County's aim and build syi can often be used in conjunction.

As a symbol, the logo can be used as a vehicle to articulate the County's broader philosophy arou where they are and where the County wants to go. The underlying principle being; that people wa believe in, not just use. Creating a positive relationship with LA County constituents through the ei website is a key priority.

The new lacounty.gov logo is solid, and will evolve well over time as it becomes more familiar and one of the most impressive, diverse and culturally rich County's in the country.

In combination with the recently redesigned seal and the County's mission statement, the new log effort to build a visual identity system that will bring more clarity, relevance and resonance to lacoi

Logo fonts and colors



2.4 Building the logo with typography and color.

The LA County logo is composed of these elements

- LA County wordmark
- The Dot
- The mission statement

The letters in the wordmark have been custom sized and matched to be distinctive and unique reproduced as consistently and as accurately as possible – as specified in these guidelines.

- Always use #54779E (PMS 550C) for the wordmark, except in Black and White situation:
- There is no stacked version of the wordmark.
- Whenever the lacounty.com wordmark and dot are used, the mission statement “En effective and caring service” should appear, in the proportion displayed here, pr statement text is clearly readable.
- If the mission statement is too small to be readable, the wordmark and dot should appr
- Always use the approved electronic artwork when re-producing the logo.
- Never attempt to re-draw or re-scale elements of the logo, or add other graphic elements

Drop Shadow Fill
R 84
G 119
B 158
#54779E
PMS 646 C

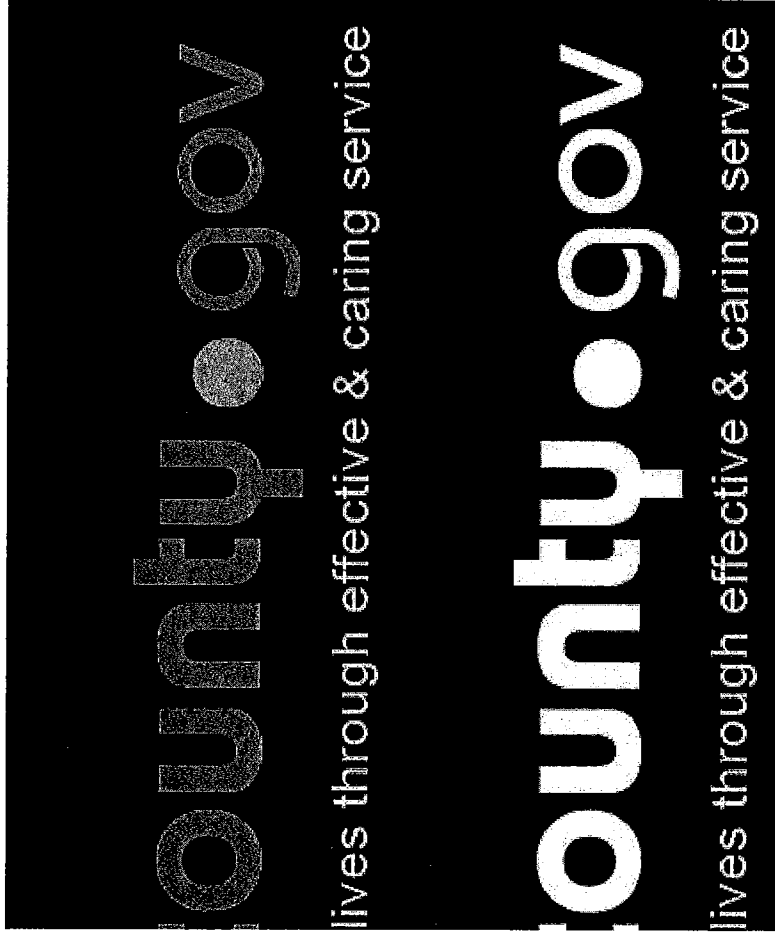
Circle Fill
R 255
G 191
B 0
#FFBF00
PMS 123 C

Mission Statement fill
R 107
G 85
B 85
#8B5555
PMS 411 C

Benefits:

- Reinforces the LA County brand
- Enforces the uniform appearance of the logo in all departmental applications.

Logo examples




lacounty.gov
Enriching lives through effective & caring service

lacounty.gov
Enriching lives through effective & caring service

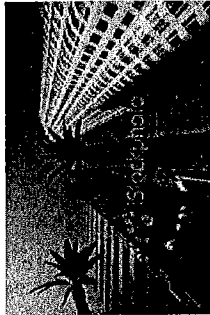
2.5 Incorrect Logo treatment and usage.

These examples show a variety of misuses of the LA County logo. Each of these situations should ensure consistency in the way the brand is presented in all applications.

<p>✓</p> 	<p>x</p> 	<p>x</p> 	<p>x</p> 
			
			

LA County sights.

Odd dizzying angle of photo, would make page unbalanced, not comforting



Diversity.

Image is trying too hard to capture too much, no focus



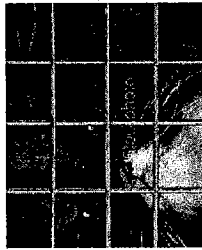
Health or activities.

This image is cropped awkwardly. Showing human faces is a better choice



Pet adoption, animal abuse.

Not positive or uplifting, could choose a saved happy cat image



Business

Color too dense, not an easy read image, over saturated dark



2.6 Selecting the best imagery for the content.

The images selected for the upper right hand global navigation area for LA County portal pages, department pages should possess certain qualities that will make them suitable for the site characteristics. These are some recommendations to follow when selecting photos which consistent look and feel and make it easy for the user to know that they are on the correct page.

- the images must be easy to comprehend visually, and be a "fast read"
- the area of focus should correspond with the main thrust of the page, i.e. for a resident page page, or a child abuse page, the image must clearly depict something relevant to that topic
- the image should have one primary focus-an element or person or part of a landscape that st image should try to be positive, even if the subject matter is not
- the image must work well at the size shown, not require a user to zoom in
- groups of anything should be avoided
- chosen images must maintain clarity, cut off people or oddly cropped images should be avoid
- avoid images that are impersonal, cold or surreal
- when possible, highlight diversity of population and landscape

When selecting imagery within content, the same rules apply. For treating imagery within content, see section 4.4 – Portlet photography.

Image comparison



Appropriate, positive photo example of disability Good choice.



Inappropriate. This is negative and depress image. Poor choice

Header images examples

As shown on site



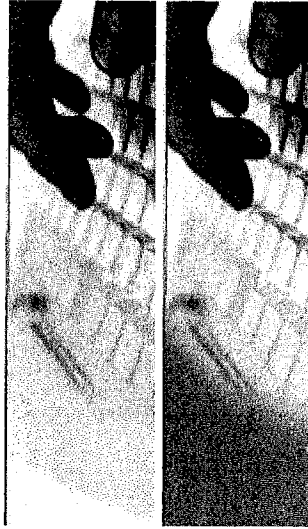
Mask shown in green



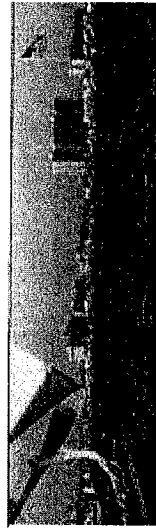
2.7 Creating the header image for your department.

Below is some information on how to treat selected photos to achieve the blue monochrome effects:

Photographic assets used in the header section (theme) should be masked in such a way that edge on the left side of the image. Use the airbrush tool to accomplish this effect. There should image blends in with the blue circular shape that resides under the image area. Use color or mo depending on how much emphasis the image should give the page. To de-emphasize, try monc the color picker for hex: 8fb1ce. Under the hue and saturation menu select "colorize" and then needed.



Header



Door

2.8 Content Imagery – Icons vs. Photos.

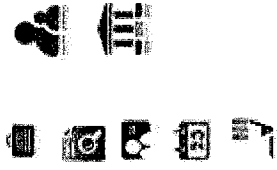
The site features a variety of small images within the content portlets. They are used to break up the page and also serve as visual cues to correspond with the content. Icons, on the other hand, come to recognize the icons. Photos may change as content changes.

Imagery Style

Because the site is monochromatic in nature, there is a nice opportunity to use color rich images ; monochromatic. Using a variety is suggested.

Icon examples

Simple icons

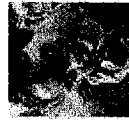


Full color icons



Image examples

Hard edges



Feathered edges



Some of the small photos can also have white on the edges so that the shape of the photo is less into the background without a hard edge.

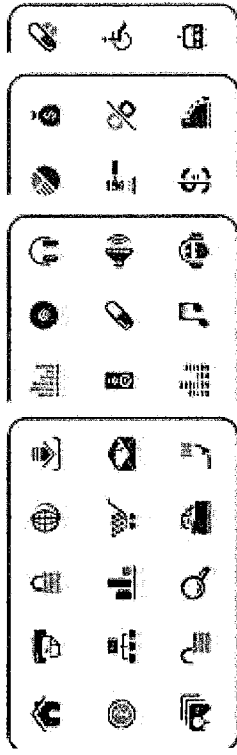
Within pages with lots of content where photos of people are necessary, it is recommended that if smaller side so pages remain balanced.

For the cropping and positioning of icons and content imagery, see section 4.4” Imagery n

Illustrator's Description:

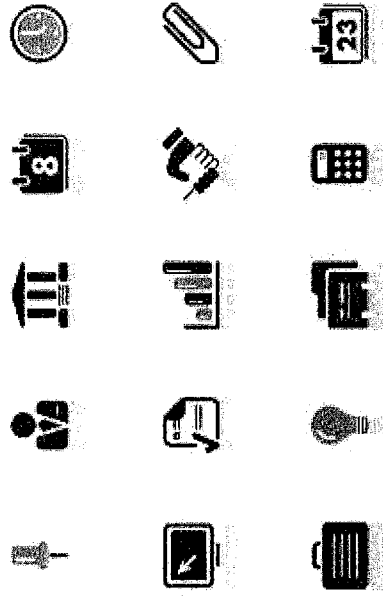
Vector & Bitmap files included

Azureseries



INCLUDED IN ALL FILES:

- Vector icons | Illustrator 8+ and other compatible applications
Easy to edit, manipulate, resize or colorize
- Bitmap icons | High Resolution .JPG image



2.9 Selecting Icons.

There are many icons used within the laocounty.gov portal. Icons are useful, quick-read symbols to the content they are looking for. They are simple and clean and should be of a consistent are somewhat generic by nature, the icons used on laocounty.gov have a distinctive friendly look, complement the copy and their meaning should be clear to all users. When placed beside a copy and links they should reinforce the copy and function as a quick signpost.

Many of the icons used are part of the Azure series from iStockphoto which LA County will use within the site. These icons are monochrome blue and have drop shadows which work well with selecting additional icons it is recommended to stay fairly close to this style. Additional icons can be the same artist. Graphic designers can create similar looking icons which fit the style. On pages with like the Services Locator page it is also possible to use color icons that have a lighthearted, clean



www.istockphoto.com

Getty Images is also a good source of high-quality royalty-free imagery and icons.

gettyimages® www.gettyimages.com

3.0 Navigation (Menus)

utility navigation (level 2)



global navigation (level 1)



Breadcrumb & text control



center navigation (level 5)



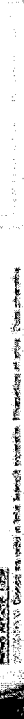
side navigation (level 3)



side Navigation (level 4)



side navigation (level 3 continued)



footer



3.1 Types of Navigation.

Description

Navigation is divided into 5 levels. The **global navigation** resides in the lower center area of the utility navigation resides in the upper right. The **breadcrumbs** reside under the global navigation

On some department pages there will also be **side navigation** (level 3), a **secondary side navigation**, occasionally, a tertiary side navigation (level 5).

The toolbars appear as a constant on each page of the site in the upper right corner of the page. "Template 3 - Department Page Layout" for an example of the toolbars in those sections.

Behavior

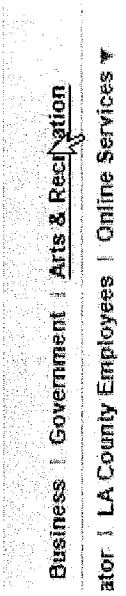
The links are live text and can be increased in size by the user. This is in accordance with guidelines.

ation - off state



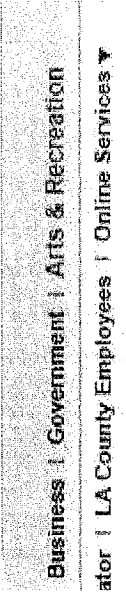
#687983
Font ARIAL BOLD
11 pixel

ation - hover state



#57656D
Font ARIAL BOLD

ation - on state - within section



#C97962
Font ARIAL BOLD
12 pixel

Utility Navigation - off state



#687983
Font ARIAL BOLD

Utility Navigation - hover/on state



10 pixel

3.2 Global Navigation.

Description

While this navigation can accommodate additional elements, any additions should be consi respect to the information architecture of the entire site, and the esthetic harmony of the screen.

Behavior

As shown in the diagram, there are three states for the main navigation: off, hover and within the states are operative in Internet Explorer only.

3.3 Utility Navigation.

Description

While this navigation can also accommodate additional elements, any additions should be cons respect to the information architecture of the entire site, and the esthetic harmony of the screen.

Behavior

As shown in the diagram, there are only two states for the utility navigation: off, and hover/on. The operative in Internet Explorer only.

3.4 Breadcrumb Trail.

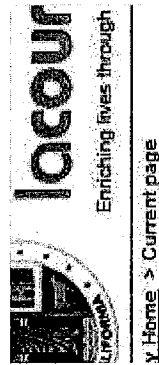
Description

The breadcrumb trail provides the user with a visual cue as to where they are on the site. The case. The breadcrumb trail resides below the Global navigation on the far left.

Behavior

As shown in the diagram, there are only two states for the breadcrumb trail off, and hover/on. The operative in Internet Explorer only.

mb – off state



Home > Current page

687983



Font: ARIAL REGULAR

9 pixel

mb – hover/on state



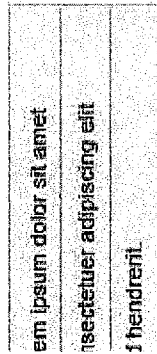
Home > Current page

7F8AFO

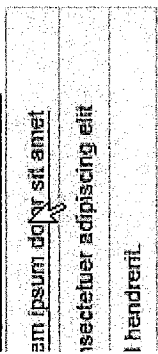


Font: ARIAL REGULAR

navigation – off state



navigation – hover/on state



687983



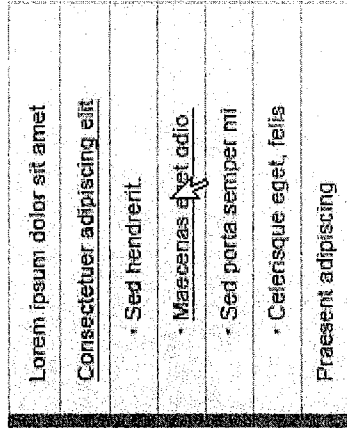
Font: ARIAL REGULAR

B2C7DD



Font: BORDER COLOR

Side Navigation – expanded



EFF2F5



Font: TABLE COLOR

3.5 Side Navigation.

Description

The side navigation provides additional navigation within Portal pages, where suggested by the content.

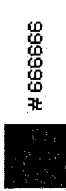
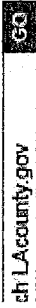
Behavior

As shown in the diagram, there are only two states for the side navigation off, and hover/on. The operative in Internet Explorer only.

The side navigation is color-coded with the use of a 7pixel wide bar that runs the length of the navigation to include any secondary navigation.

The side navigation expands to show a secondary level of navigation – which is indented and point which matches the color coding of the department page. (See "3.1 Colors" for color coding

Buttons - correct usage



#666666

BORDER COLOR



#C97960

FILL COLOR



#FFFFFF

Font **ARIAL BOLD** 10 pixel

3.6 Buttons.

Description

The use of graphical buttons can be seen throughout the entire site -- although in very limited use. Where time and availability restraints allow - the buttons should also reflect the color coding app. (See "3.1 Colors" for color coding suggestions).

Behavior

The buttons have a single state, and are only for use alongside input devices -- e.g. Input Boxes. They should never be used as links.

Pages

Home | Help | Site Map | Language | Privacy Policy | User Rights | Accessibility | Disclaimer

Pages

Home | lacounty.gov | Help | Site Map | Language | Privacy Policy | User Rights | Accessibility | Disclaimer



Enriching lives through effective and caring service

#687963

ARIAL REGULAR



#B2C7D0

BORDER COLOR

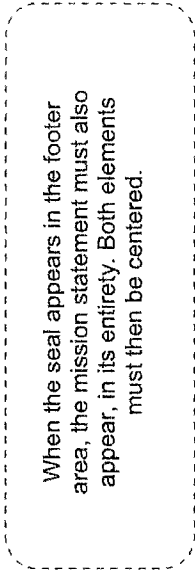
3.7 Footer.

Description

The footer appears on all pages. It is always located at the bottom of the page, beneath the copyright notice. On pages where the seal appears in the header (Home, CIO, etc.) the seal will appear in the footer area. However in instances where the seal is absent from the header, the seal will be placed in the footer area.

Behavior

The footer text links have 2 states -- off and on/hover. The on/hover state is an underline.



When the seal appears in the footer area, the mission statement must also appear, in its entirety. Both elements must then be centered.

text and link color

48525B

IAL REGULAR

Visited link color

7FB4F0

Font ARIAL REGULAR

3.8 HTML Links.

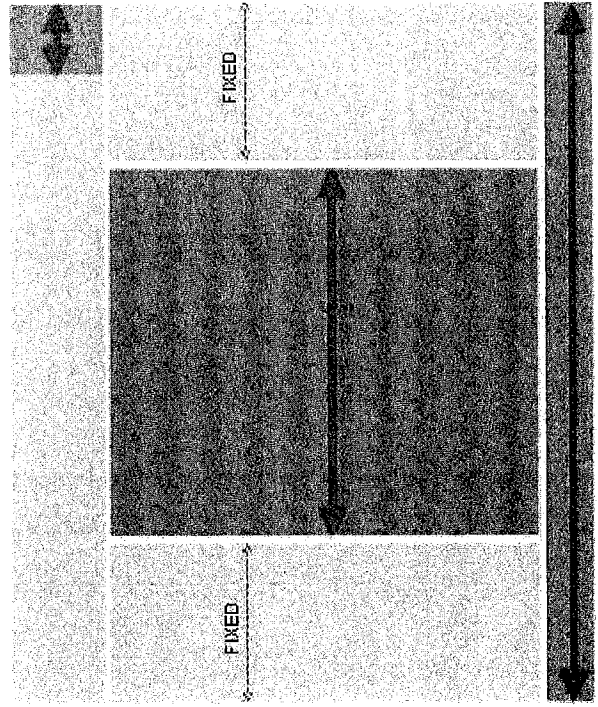
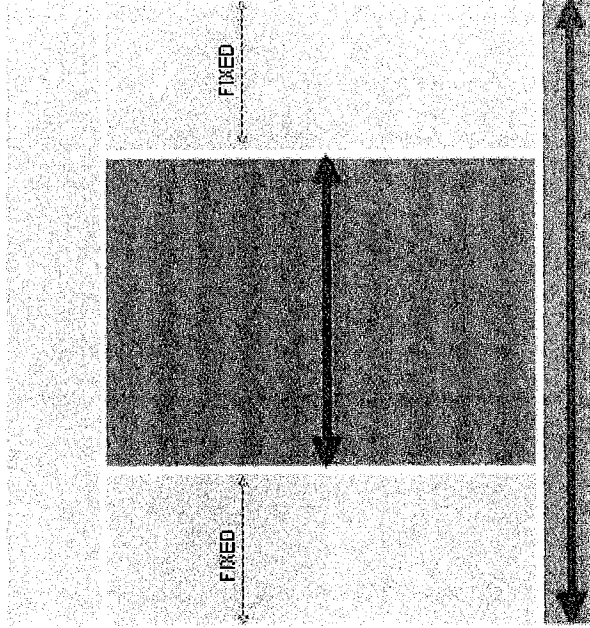
Description

HTML links are predominantly used throughout the website since it's a gateway. Links are extreme for highlighting access to information that you expect users to be looking for. Links can also use or functionality that a user may not be aware of or do not expect.

In order to be most effective, links must always be meaningful to the user and they must be expectation of where they will take the user. Instead use 'see', 'select', 'choose', 'read' or hyperlink (e.g. instead of saying 'click here to find out more about LA County Services,' say 'rea County Services').

Behavior

Links are underlined when they appear in the content area, and change color only once they're vi



4.0 Portal Overview

The following is not a technical explanation of the code used to create the portal. It is an overview of the portal elements.

4.1 How the portal moves

To accommodate varying screen resolutions and browser configurations, the portal has been designed to scale horizontally to accommodate both a larger and smaller browser. The center portlet and footer both scale horizontally to accommodate both a larger and smaller browser.

The header image is a fixed width, and should not scale horizontally – however, the extra space is left to maintain the integrity of the design, and not leave an empty space.

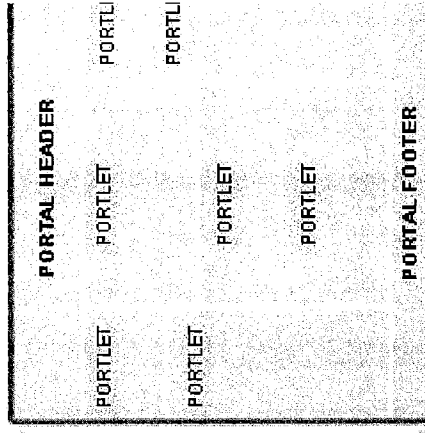
“Portal” vs. “Portlet”

The term “Portal” refers to the entire page.

The term “Portlet” refers to the content areas within the page.

The look of the overall portal is referred to as the “Portal Theme”.

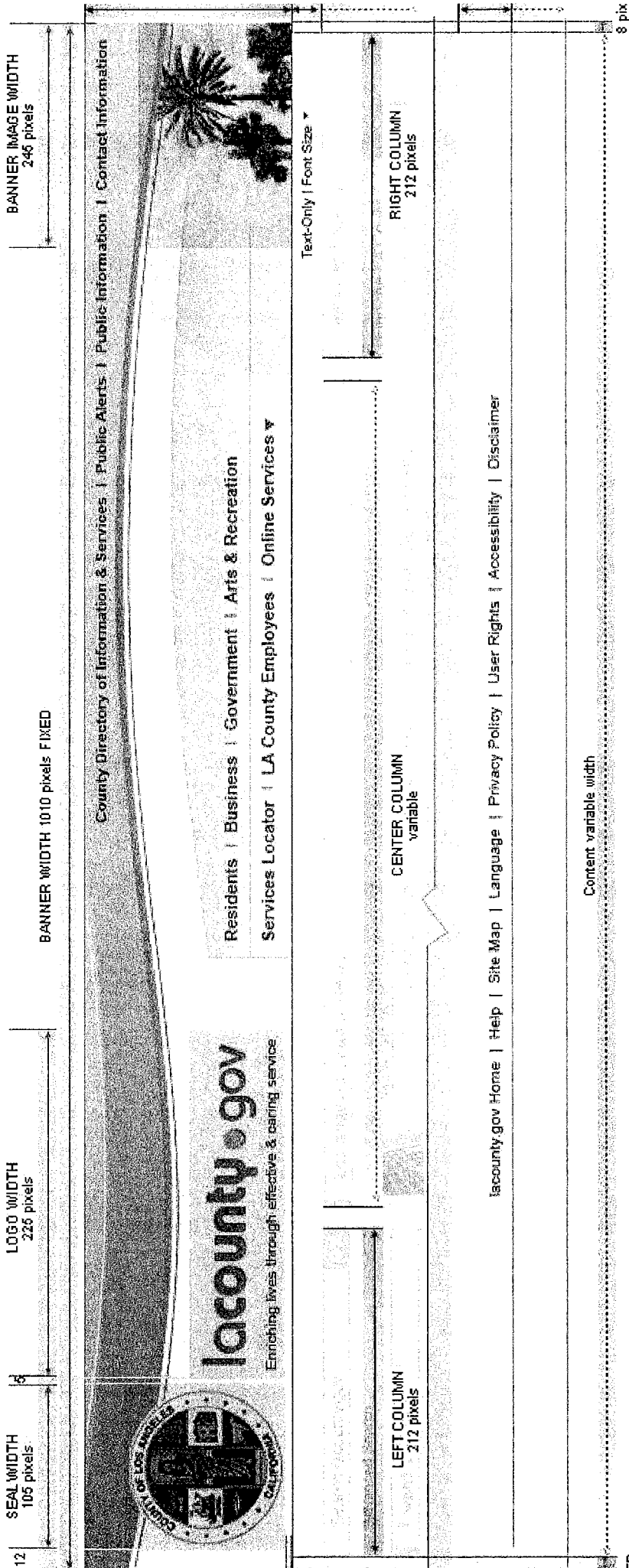
The look of each portlet is referred to as the “Portlet Skin”.



PORTAL

4.2 The Theme - Portal pieces and measurements.

Homepage portal measurements



Department page portal measurements

DEPARTMENT LOGO WIDTH 105 pixels

Department title text begins

SEAL AND TAGLINE WIDTH 285 pixels

BANNER IMAGE WIDTH 260 pixels

LA COUNTY

County Directory of Information & Services | Public Alerts | Public Information | County Contact Information

Los Angeles County Department of

Function One | Function Two | Function Three | Function Four | Function Five

Utility Navigation | Contact Us

Text-Only | Font Size

Search Business & Hardware Site

LEFT COLUMN ADVANTAGE 212 pixels

Contact Information

More News from the Director

END SEARCH TO UNIFORMED SERVICEMEN'S UNION...
CENTER COLUMN variable

SERVICES LOCATION

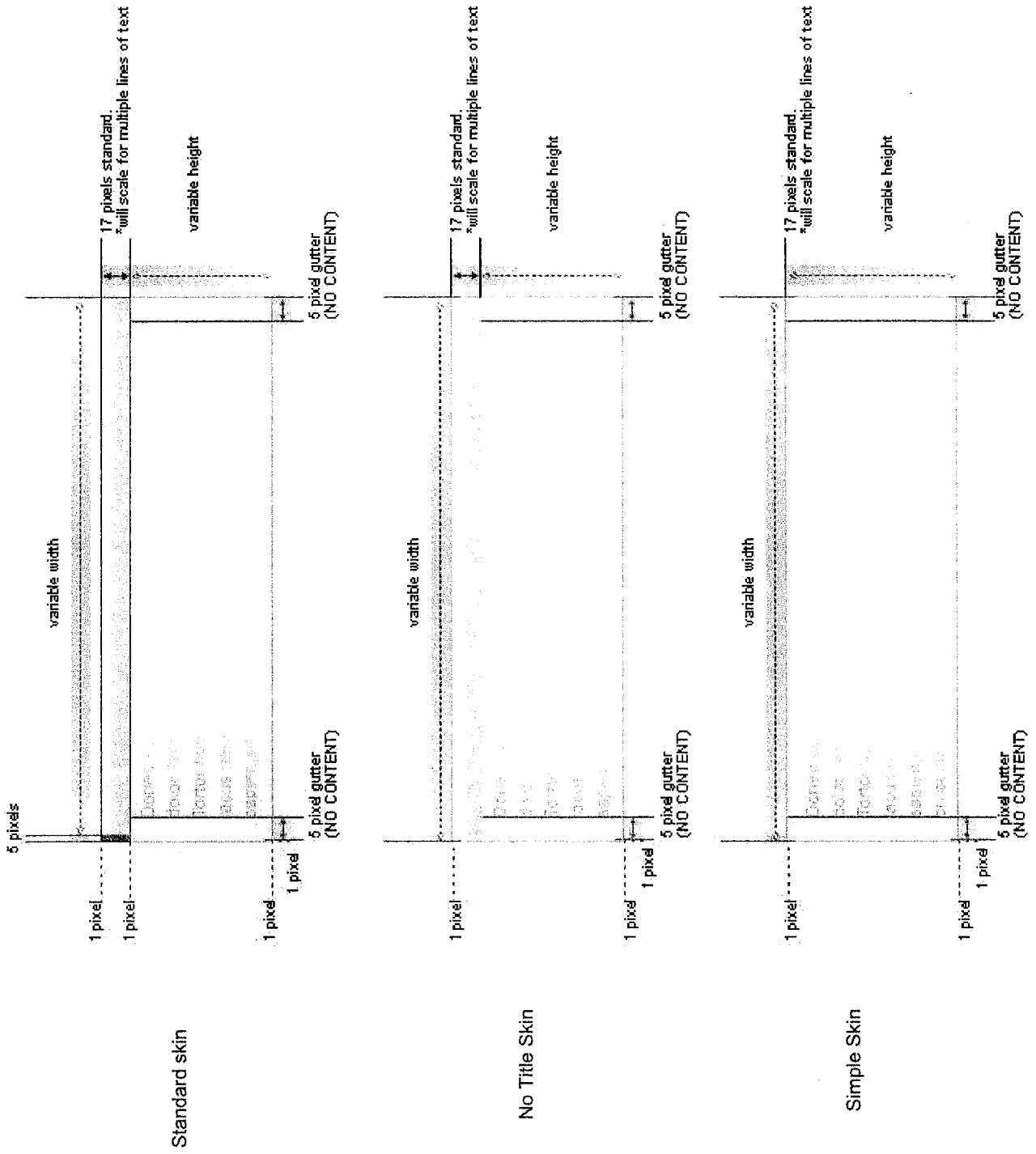
RIGHT COLUMN ADVANTAGE 212 pixels

Sheriff's Department Home | locounty.gov | Help | Site Map | Language | Privacy Policy | User Rights | Accessibility | Disclaimer



Enriching lives through effective and caring service

4.3 Inside the Portal – Portlet skins



R 202
G 120
B 96
CA7860
Use
header border

R 200
G 200
B 200
C8C8C8
Use
portlet border

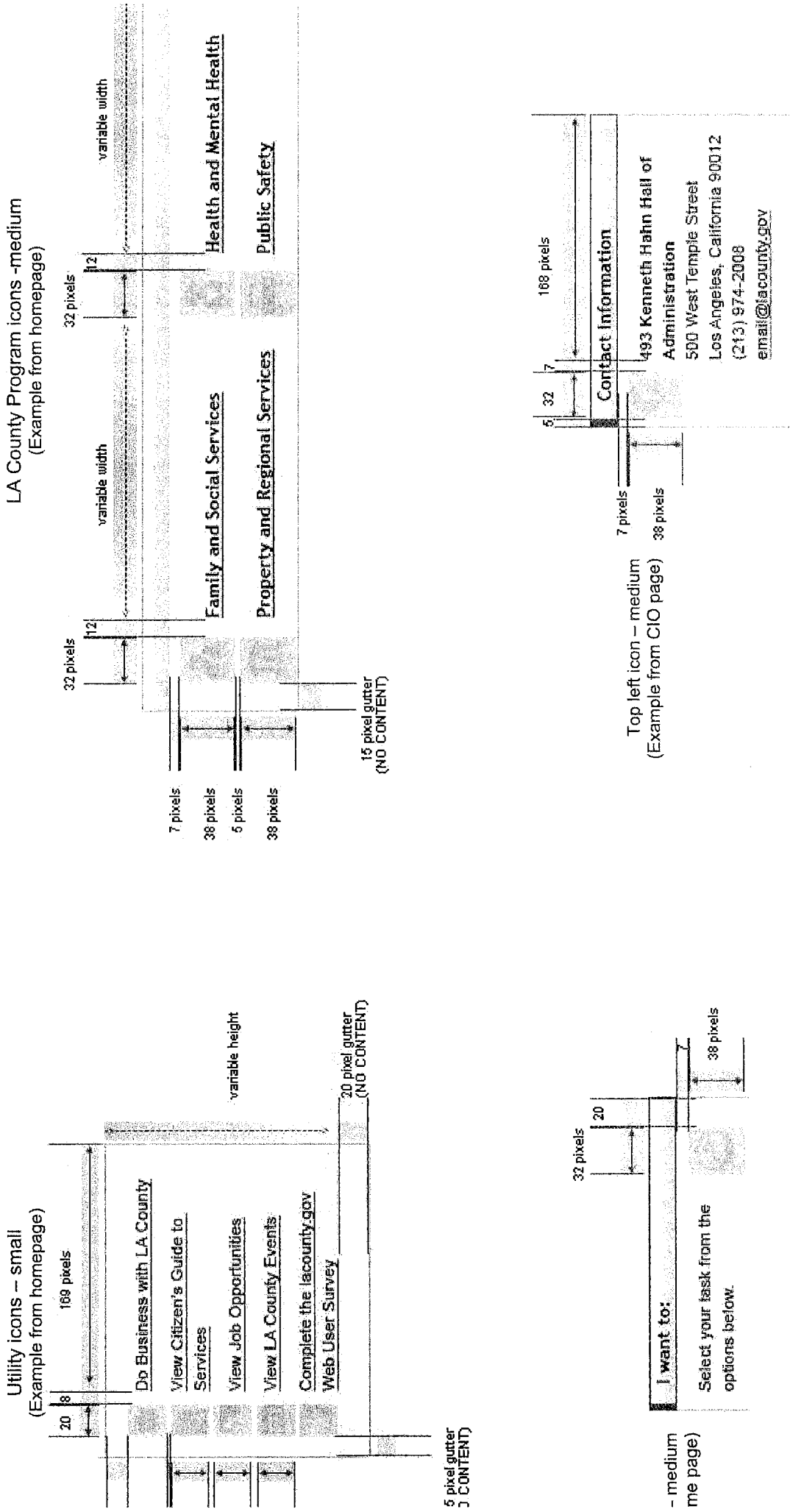
R 207
G 222
B 232
CFDEE8
Use
gradient

R 255
G 255
B 255
FFFFFF
Use
portlet background

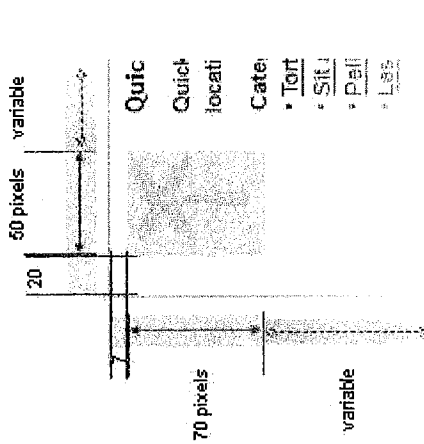
R 72
G 82
B 91
48525B
Use
Portlet header text
Font: **Trebuchet Bold**

4.4 Inside the Portlet - Imagery measurements

Icons

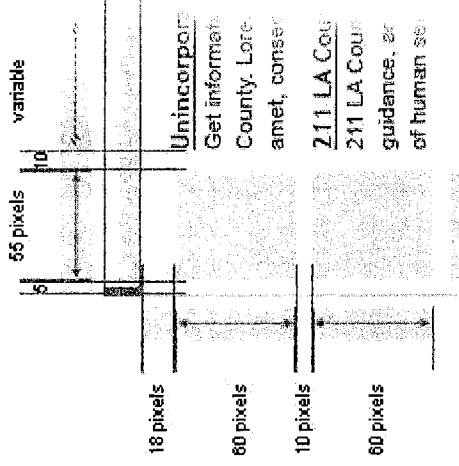


Icons - continued

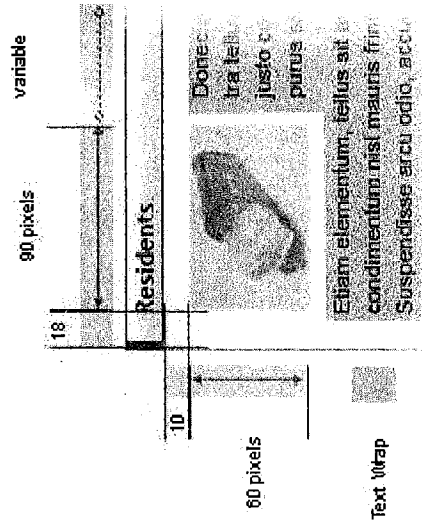


Top left icon - large
(Example from search page)

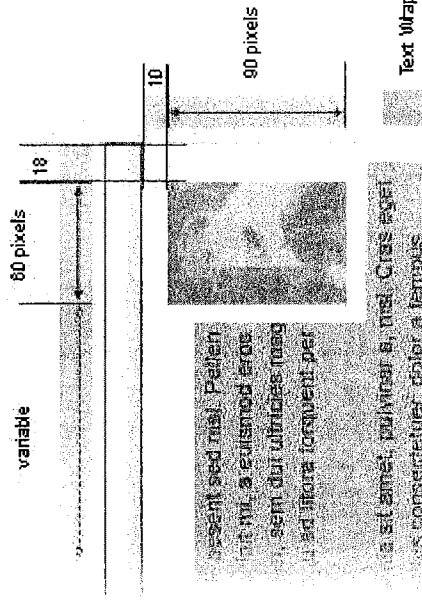
Portlet Photography



Left aligned thumbnail
image - large
(Example from
homepage feature
portlet)



Right aligned thumbnail
image - large
(Example from
Department of Beaches
and Harbors)



Right aligned thumbnail
image - large
(Example from
Department of Beaches
and Harbors)

Compliance

of 508.

is amended the Rehabilitation Act to require Federal agencies to make their electronic and information technology accessible to people with disabilities. Inaccessible technology is the ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, to make available new opportunities for people to encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic technology. Under Section 508 (29 U.S.C. 794d), agencies must give disabled employees and members of the public access to information that is comparable to the access available

amended the Rehabilitation Act Section 508 Web-based Intranet and Internet Information and Applications (1194.22)

Web-based technology and information are based on access guidelines developed by the Web Accessibility Initiative of the World Wide Web Consortium. Many of these provisions are with vision impairments who rely on various assistive products to access computer-based information, such as screen readers, which translate what's on a computer screen into Braille output, and refreshable Braille displays. Certain conventions, such as verbal tags or identification of graphics and format devices, like frames, are necessary so that these devices can be used in a sensible way. The standards do not prohibit the use of web site graphics or animation. Instead, the standards aim to ensure that such information is also available to users. Generally, this means use of text labels or descriptors for graphics and certain format elements. (HTML code already provides an "Alt Text" tag for graphics which can serve the same purpose). This section also addresses the usability of multimedia presentations, image maps, style sheets, scripting languages, applets and plug-ins, and electronic forms.

Standards, Implementation and Checkpoints.

Apply to Federal web sites but not to private sector web sites (unless a site is provided under contract to a Federal agency, in which case only that web site or portion covered by the contract must comply). Accessible sites offer significant advantages that go beyond access. For example, those with "text-only" options provide a faster downloading alternative and can be used to provide data to cell phones and personal digital assistants.

Standards for Intranet and Internet Information and Applications has the following standards for compliance:

1. For every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).

2. Alternatives for any multimedia presentation shall be synchronized with the presentation.

3. All information conveyed with color is also available without color, for example from context or markup.

4. All text shall be organized so they are readable without requiring an associated style sheet.

5. All links shall be provided for each active region of a server-side image map.

6. All image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.

7. All table headers shall be identified for data tables.

8. All data tables shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.

9. All text shall be titled with text that facilitates frame identification and navigation.

10. All text shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.

ge, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any (e text-only page shall be updated whenever the primary page changes.

utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by as

page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that com ough (l).

nic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for (of the form, including all directions and cues.

ill be provided that permits users to skip repetitive navigation links.

I response is required, the user shall be alerted and given sufficient time to indicate more time is required.

2:

interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5, 1998) Web Accessibility Initiative of the World Wide Web Consortium:

Section 1194.22 Paragraph	WCAG 1.0 Checkpoint
(a)	1.1
(b)	1.4
(c)	2.1
(d)	6.1
(e)	1.2
(f)	9.1
(g)	5.1
(h)	5.2

(i)	12.1
(j)	7.1
(k)	11.4

aphs (l), (m), (n), (o), and (p) of this section are different from WCAG 1.0. Web pages that conform to WCAG 1.0, level A (i.e., all priority 1 checkpoints) must also meet paragraph (j) of this section to comply with this section. WCAG 1.0 is available at <http://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505/>

of:
Graphic Nature of GIS Mapping, the component will need to be except from the 508 standard.

is 508 applied to the LA County Portal?
 pliance will be implemented using "ALT" tags on all images and by giving the user the ability to increase the font size.
 resses both the needs of those with decreased vision and those who need to use a screen reader to browse the content.

6.0 Template types

The following pages contain examples of completed pages. They are colorized to give a content is weighted. The colors are not indicative of design choices and are used to group

Narrower content, such as small search boxes, links and FAQs are placed in the far left columns.

More sprawling or dense content such as 'News' or 'Features' would be in the center portion

Content that does not conform to the standard layouts such as "Event Calendar" and the like has its own specialized layout.


Template 1b (homepage with Alert Box)

left portlets

center portlets

right portlets

right portlets



lacounty.gov
Providing the People of Los Angeles County with the Services They Need

Alert Box

Emergency Services: Fire, Police, Sheriff's Department, Health Services, and Social Services. For more information, call 911 or visit [lacounty.gov/alert](#).

News Article Title

LA County Board of Supervisors... [Text]

Services Section

Health Services, Social Services, etc.

Family and Social Services

Health and Mental Health, Public Safety, etc.

Financial LA County Services

Business Services, etc.

LA County Offices

Administrative Services, etc.

LA County Board of Supervisors

Board Members: Supervisor 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

LA County Board of Supervisors

Board Members: Supervisor 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

LA County Board of Supervisors

Board Members: Supervisor 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

banner & main navigation

banner & main navigation


breadcrumbs

left portlets

center portlets

right portlets

right portlets



county.gov
Providing the People of Los Angeles County with the Services They Need

Alert Box

Emergency Services: Fire, Police, Sheriff's Department, Health Services, and Social Services. For more information, call 911 or visit [lacounty.gov/alert](#).

News Article Title

LA County Board of Supervisors... [Text]

Services Section

Health Services, Social Services, etc.

Family and Social Services

Health and Mental Health, Public Safety, etc.

Financial LA County Services

Business Services, etc.

LA County Offices

Administrative Services, etc.

LA County Board of Supervisors

Board Members: Supervisor 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

LA County Board of Supervisors

Board Members: Supervisor 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

LA County Board of Supervisors

Board Members: Supervisor 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

footer

Template 3 (department pages)

left portlets | center portlets | right portlets

The screenshot shows a web page layout for a department. At the top, there are three portlets: 'left portlets', 'center portlets', and 'right portlets'. The main content area is titled 'Chief Information Office' and contains several sections of text and images. The text is somewhat blurry but appears to be a formal document or report. There are also some small images and icons interspersed within the text blocks.

Template 2 (content pages with side navigation)

banner & main navigation | side navigation | footer

The screenshot shows a web page layout for a content page. At the top, there is a 'banner & main navigation' section. Below it is a 'side navigation' section with a list of links. The main content area is titled 'county.gov' and contains several sections of text and images. The text is somewhat blurry but appears to be a formal document or report. There are also some small images and icons interspersed within the text blocks. At the bottom, there is a 'footer' section.

LA C
depr
barr
dept
util
brea

foot

banner & main navigation

side navigation

footer

7.0 Page Samples

The following pages contain examples of completed pages. The colors are representative of the of the LA County Portal and should be referenced when creating additional pages.

Resident's page

County Directory Information & Services | Public Alerts | Public Information | Contact Information

Residents | Business | Government | Arts & Recreation

Services Locator | LA County Employees | Online Services

la county gov
Embracing lives through effective & caring service

Services Locator

Find the LA County services and facilities that serve your area.

Enter an Address, City, or Zipcode

Resident Services

Did you know?

- There are 88 cities in LA County.
- Unincorporated areas of LA County measure 62% of the geography.

Residents

Elam elementum, tellus sit amet gravida ultricies, metus veli hendrerit sem, sit amet condimentum nisi mauris fringilla feis. Nulla vel tortor aliquam ipsum faucibus pulvinar. Suspendisse arcu odio, accumsan ut, posuere non, aliquet vel, magna.

Most Requested Resident Services

Highly Requested Service
Tortor non auctor bibendum, nunc libero eleifend sapien, sit amet pellentesque lacus magna et sapien. Donec non neque quis justo convallis congue.

Highly Requested Service
Odio a feis blandit molestie, Phasellus et eros. Duis pharetra tellus nec dolor. Donec dignissim semper enim. Donec bibendum, tortor non auctor bibendum, nunc libero eleifend sapien, sit amet pellentesque lacus magna et sapien.

Highly Requested Service
Etiam elementum, tellus sit amet gravida ultricies, metus veli, hendrerit sem, sit amet condimentum nisl mauris fringilla feis. Nulla vel tortor aliquam ipsum faucibus pulvinar. Suspendisse arcu odio, accumsan ut, posuere non, aliquet vel, magna.

Highly Requested Service
Tortor non auctor bibendum, nunc libero eleifend sapien, sit amet pellentesque lacus magna et sapien. Donec non neque quis justo convallis congue.

Services locator

County Directory Information & Services | Public Alerts | Public Information | Contact Information

Residents | Business | Government | Arts & Recreation

Services Locator | LA County Employees | Online Services

la county gov
Embracing lives through effective & caring service

Services Locator

Find The LA County Services and Facilities Available To You

Enter LA County Location

Enter Street Address, City, Community, or Zipcode

Features: headline
Tortor non auctor bibendum, eleifend nunc libero eleifend nunc libero eleifend sapien, sit amet.

- Feature 1
- Feature 2
- Feature 3
- Feature 4

How to Explore

1. Donec eu odio a feis blandit. Et Phasellus et eros, onec bibendum, tortor non sapien, sit amet amet pellentesque lacus magna.
2. Odio a feis blandit. Et Phasellus et eros, onec bibend, tortor non sapien, sit amet amet pellentesque lacus bibendum, tortor non sapien, sit amet amet pellentesque lacus.
3. Eu odio a feis blandit. Et Phasellus et eros, onec bibend, tortor non sapien, sit amet amet pellentesque lacus bibendum, tortor non sapien, sit amet amet pellentesque lacus.
4. Met pellentes eu odio a feis blandit. Et Phasellus et eros, onec bibendum, tortor non sapien, mat pellentes sit amet amet pellentesque.

Quick Routes

Quick Routes are shortcuts to the most often request locations, services, and facilities.

Category 1

- Tortor non sapien
- Sit amet amet
- Pellentesque lacu
- Lacisque lacust

Category 2

- Tortor non sapien
- Sit amet amet
- Pellentesque lacu
- Lacisque lacust

Category 3

- Tortor non sapien
- Sit amet amet
- Pellentesque lacu
- Lacisque lacust

Category 4

- Tortor non sapien
- Sit amet amet
- Pellentesque lacu
- Lacisque lacust

[Suggest a Quick Route](#)

Department of Beaches and Harbors page

County Directory of Information & Services | Public Alerts | Public Information |



Function One | Function Two | Function Three | Function Four | Function Five

0

Services

Find the LA services at that serve that serve Enter an /

Resident

FAQs for

- Resque la Donec non valis ony
- Eten be magna
- Donec n convallis
- Tons di
- Donec n convallis

Message from the Director

Welcome Title

Erat, lectus in, tincidunt id, faucibus in, magna. In id tortor. Praesent sed nisi. Pellentesque tempus, turpis id dapibus fermentum, lectus arcu suscipit mi. a euismod eros augue et mi. Donec blandit, Augue placerat posuere imperdiet, sem dui ultricies magna, et faucibus risus metus ut erat. Class aptent taciti sociosqu ad litora torquent per conubia nostra.

Per inceptos hymenaeos Aliquam magna ante, venus id, lectis sit amet, pulvinar a, nisi. Cras eget ante et sem sagittis risu. Cras facilis hendrerit tellus. Phasellus consectetur, dolor a tempus mollis, nisi dui hendrerit urna, sed interdum tella ante sit amet erat. Lorem ipsum dolor sit amet, consectetur adipiscing elit. Praesent eget nibh. Nam metus. Aenean et ligula.

Vivamus ac turpis a arcu faucibus eleifend. Suspendisse potenti. Aliquam magna ante, varius id, lectis sit amet, pulvinar a, nisi. Cras eget ante et sem sagittis dictum. Cras facilis hendrerit tellus. Phasellus consectetur, dolor a tempus mollis, nisi dui hendrerit urna, sed interdum tella ante sit amet erat. Lorem ipsum dolor sit amet, consectetur adipiscing elit. Praesent eget nibh.

Latest News

News Article Title

01/23/2020 Donec eu odio a tella blandit molestie. Phasellus et eros. Duis pharetra tellus nec dolor. lacus magna et sapien. Donec non neque quis justo convallis congue

News Article Title

02/02/2020 Tortor non auctor eleifend sapien, sit amet pellentesque lacus magna et sapien. Donec non neque quis justo convallis congue. Tortor non auctor bibendum, nunc libero eleifend sapien, sit amet pellentesque lacus magna et sapien. Donec non neque quis justo convallis congue.

Search Beaches & Harbors Site

Search all of lacounty.gov Advanced Search

Contact Information

121 Administrative Building

Name
090 West Street
Los Angeles, CA XXXX
(213) XXX-XXXX
enig@lacounty.gov

Mobile One

Egestas idislunc commodo venenatis sagittis. Donec interdum. In pharetra molestie felis.

- Link one
- Link two
- Link three

County Directory of Information & Services | Public Alerts | Public Information | County Contact Information



Information Office

CIO | Business Automation Planning | Policies & Standards | Strategic Direction & Initiatives

Utility Navigation | Contact Us

Text-Only | Font Size

Services Locator

Find the LA County services and facilities that serve your area.

Enter an Address, City, or Zipcode

Resident Services

FAQs for the CIO

Tetque lacus magna et sapien. Donec non neque quis justo convallis congue.

- Eten lesque donec de lacus magna et sapien?
- Donec non neque quis justo convallis?
- Tons de lacus magna et sapien?
- Donec non neque quis justo convallis?

Message from the CIO

Erat, lectus in, tincidunt id, faucibus in, magna. In id tortor. Praesent sed nisi. Pellentesque tempus, turpis id dapibus fermentum, lectus arcu suscipit mi. a euismod eros augue et mi. Donec blandit, Augue placerat posuere imperdiet, sem dui ultricies magna, et faucibus risus metus ut erat. Class aptent taciti sociosqu ad litora torquent per conubia nostra.

Per inceptos hymenaeos Aliquam magna ante, varius id, lectis sit amet, pulvinar a, nisi. Cras eget ante et sem sagittis risu. Cras facilis hendrerit tellus. Phasellus consectetur, dolor a tempus mollis, nisi dui hendrerit urna, sed interdum tella ante sit amet erat. Lorem ipsum dolor sit amet, consectetur adipiscing elit. Praesent eget nibh.

Vivamus ac turpis a arcu faucibus eleifend. Suspendisse potenti. Aliquam magna ante, varius id, lectis sit amet, pulvinar a, nisi. Cras eget ante et sem sagittis dictum. Cras facilis hendrerit tellus. Phasellus consectetur, dolor a tempus mollis, nisi dui hendrerit urna, sed interdum tella ante sit amet erat. Lorem ipsum dolor sit amet, consectetur adipiscing elit. Praesent eget nibh.

Latest News

News Article Title

01/23/2020 Donec eu odio a tella blandit molestie. Phasellus et eros. Duis pharetra tellus nec dolor. lacus magna et sapien. Donec non neque quis justo convallis congue non auctor bibendum, nunc libero eleifend sapien, sit amet pellentesque lacus magna et sapien. Donec non neque quis justo convallis congue.

Felis blandit molestie. Phasellus et eros. Duis pharetra tellus nec dolor. lacus magna et sapien. Donec non neque quis justo convallis congue non auctor bibendum, nunc libero eleifend sapien, sit amet pellentesque lacus magna et sapien. Donec non neque quis justo convallis congue.

Beaches & Harbors Home | lacounty.gov | Help | Site Map | Language | Privacy Policy | User Rights | Accessibility | Disclaimer



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CIO Home | lacounty.gov | Help | Site Map | Language | Privacy Policy | User Rights | Accessibility | Disclaimer

Dense content 2 column layout


County Directory of Information & Services | Public Information | Contact Information

lacounty.gov
Enriching lives through effective & caring service

Residents | Business | Government | Arts & Recreation
Services Locator | LA County Employees | Online Services

Printlet Title

County History



Ten years later the Pobladores, a group of 11 families recruited from Mexico by Capt. Rivera y Moncada, traveled from the San Gabriel Mission to a spot selected by Alta California Gov. Felipe de Neve to establish a new pueblo. The settlement was named El Pueblo de Los Angeles (The Pueblo of the Angels). In its early years, the town was a small, scattered cluster of adobe-brick houses and random streets curved out of the desert, and its main product was grain. Over time, the area became known as the Ciudad de Los Angeles, "City of Angels."

In September 1797, the Franciscan monks established the San Fernando Mission Rey de Espana in the northern San Fernando Valley. Although the Spanish government placed a ban on trading with foreign ships, American vessels began arriving in the early 1800s, and the first English-speaking inhabitant settled in the area in 1818. He was a carpenter named Joseph Chapman, who helped build the church facing the town's central plaza, a structure that still stands.

California was ruled by Spain until 1822, when Mexico assumed jurisdiction. As a result, trade with the United States became more frequent. The ocean waters off the coast of California were important for whaling and seal hunting, and a number of trading ships docked at nearby San Pedro to buy cattle hides and tallow. By the 1840s, Los Angeles was the largest town in Southern California.

After a two-year period of hostilities with Mexico beginning in 1846, the area came under U.S. control. The Treaty of Guadalupe Hidalgo, signed in 1847, ended the war in California, followed by the Treaty of Guadalupe Hidalgo in 1848 adding Los Angeles and the rest of California to American territory.

lacounty.gov | Home | Help | Site Map | Language | Privacy Policy | User Rights | Accessibility | Disclaimer

Event Calendar

lacounty.gov
Enriching lives through effective & caring service

Residents | Business | Government | Arts & Recreation
Services Locator | LA County Employees | Online Services

View Calendar

Select one or more options below to view different calendars

Select Month: 2007

Select Department:

Select Event Type:

View Events in Date Range

Start Date:

End Date:

30

25	26	27	28	29	30	31
Week 36	Week 36	Week 36	Week 36	Week 36	Week 36	Week 36
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
Week 36	Week 36	Week 36	Week 36	Week 36	Week 36	Week 36

Security | gov | Home | Help | Site Map | Language | Privacy Policy | User Rights | Accessibility | Disclaimer

8.0 Conclusion

Thank you for using the LA county.gov Style Guide. It is intended to help maintain a consistent look and feel, ton throughout the website. Careful adherence to these guidelines ensures the best user experience and a solid, positive the LA County brand.

For further information please contact:

Name: Judy Hammond
Address: 500 W Temple Street
Los Angeles, CA 90012
Email: jhammond@ceo.lacounty.gov
Phone: 213-974-1363

**ATTACHMENTS TO EXHIBIT A
(STATEMENT OF WORK)**

ATTACHMENT A.4

**AMERICANS WITH DISABILITIES ACT
WEB-BASED INTRANET AND INTERNET
INFORMATION AND APPLICATIONS**

**AMERICANS WITH DISABILITIES ACT
WEB-BASED INTRANET AND INTERNET INFORMATION AND APPLICATIONS
(Derived from U.S. Rehabilitation Act, 508, §1194.22)**

§ 1194.22 Web-based intranet and internet information and applications.

- (a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).
- (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
- (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.
- (d) Documents shall be organized so they are readable without requiring an associated style sheet.
- (e) Redundant text links shall be provided for each active region of a server-side image map.
- (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
- (g) Row and column headers shall be identified for data tables.
- (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
- (i) Frames shall be titled with text that facilitates frame identification and navigation.
- (j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.
- (k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.
- (l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.
- (m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).
- (n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.
- (o) A method shall be provided that permits users to skip repetitive navigation links.
- (p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

**ATTACHMENTS TO EXHIBIT A
(STATEMENT OF WORK)**

ATTACHMENT A.5

SAMPLE APPLICATION SPECIFICAITONS

SAMPLE APPLICATION SPECIFICATIONS

Table of Contents

- Section 1 – Document History
- Section 2 – Web Application
- Section 3 – Point of Sale
- Section 4 – Form Post
- Section 5 – Post Back
- Section 6 – Email Confirmation
- Section 7 – Batch Refund
- Section 8 – Application Specification Document Approval

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

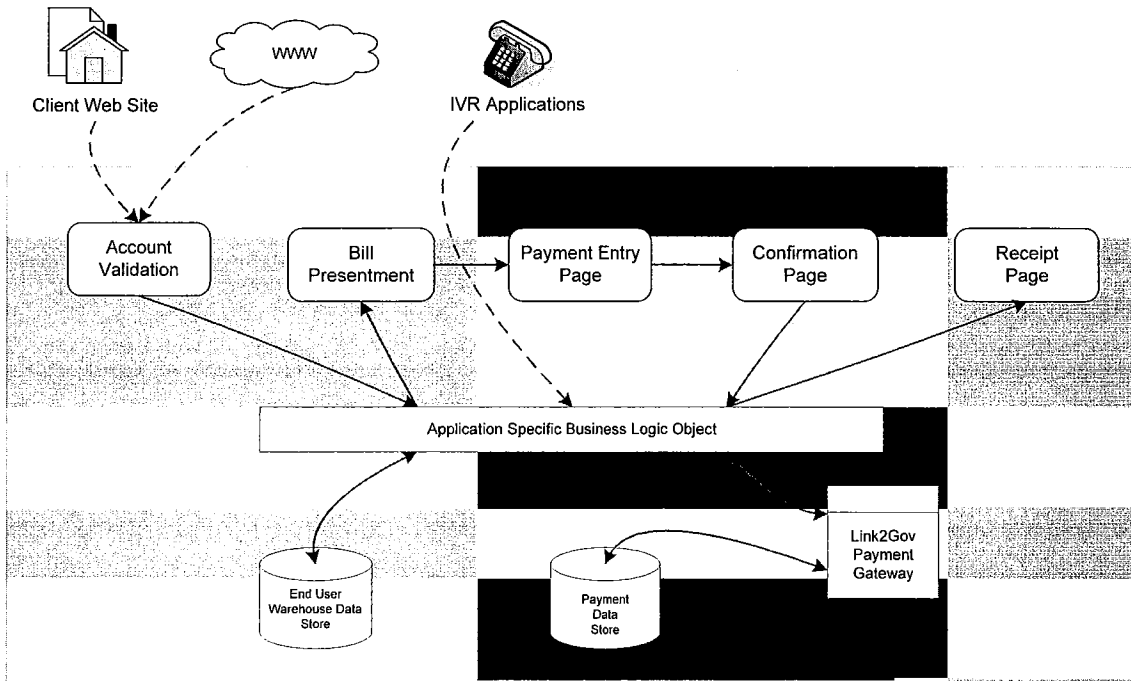
A. Application Specifications

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.**

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.**

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.
7. Minimum payment amount is \$20.00. If user enters an amount less than \$20.00, display the

ATTACHMENT A.5
(Section 2 – Web Application)

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)

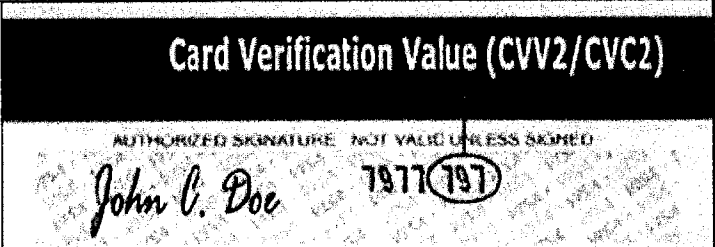
4. Display "Year" as the default selection from the expiration date year dropdown.
5. The Card Identification Code will be masked with asterisks (*) when entered.
6. Display a help link for the Card Identification Code in a separate window. Card Identification Code images will be provided. A Help link 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:	
		<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.			
Please enter the amount to pay. Only numbers, a comma, and a decimal point are accepted.			

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			
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: <u>myname@mydomain.com</u>

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.**

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:

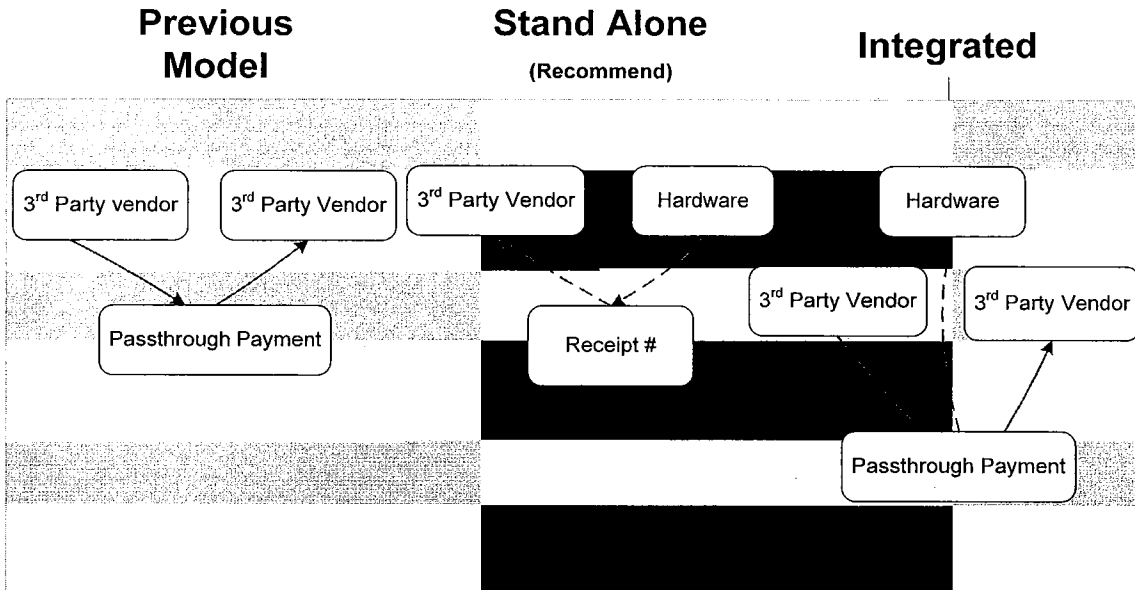
1. Display fields and account data as per the example above.
2. Display [PAYMENT RECEIPT] as page title at the top of the page below the header image. Text will be in black, bold, capitalized, and left justified.
3. Display Date and Time in the following format: [MM/DD/CCYY HH:MM:SS A.M./ P.M. Pacific].

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 XYYYY
> 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;:<=>?@ABCDEFGHIJKLMNOPQRSTUVWXYZ[\]^_`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

ATTACHMENT A.5
(Section 7 – Batch Refund)

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

ATTACHMENT A.5
(Section 7 – Batch Refund)

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

1. {Recurring Transaction Segment Header - 2100} must have a corresponding {Recurring Transaction Segment Footer - 2199} to complete a Recurring Transaction Request Segment.
2. 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

ATTACHMENT A.5
(Section 7 – Batch Refund)

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]

ATTACHMENT A.5
(Section 7 – Batch Refund)

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
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

ATTACHMENT A.5
(Section 7 – Batch Refund)

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

ATTACHMENT A.5
(Section 7 – Batch Refund)

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]

ATTACHMENT A.5
(Section 7 – Batch Refund)

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

ATTACHMENT A.5
(Section 7 – Batch Refund)

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

- 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.

ATTACHMENT A.5
(Section 7 – Batch Refund)

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 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

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

ATTACHMENT A.5
(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-
```

ATTACHMENT A.5
(Appendix H)

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-

ATTACHMENT A.5

(Appendix H)

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

**ATTACHMENTS TO EXHIBIT A
(STATEMENT OF WORK)**

ATTACHMENT A.6

SAMPLE SECURITY INCIDENT REPORT

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)

**ATTACHMENTS TO EXHIBIT A
(STATEMENT OF WORK)**

ATTACHMENT A.7

**ISD SECURE FILE TRANSFER (SFT)
REGISTRATION FORM**



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:

- File name must consist of only alphabetic, numeric, or underscore characters with at least 1 alphabetic character used.
- File name must NOT contain special characters except the underscore character.
- Blank spaces are NOT allowed in a file name.
- File name must NOT be more than 30 characters long.
- 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"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<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: _____

**ATTACHMENTS TO EXHIBIT A
(STATEMENT OF WORK)**

ATTACHMENT A.8

CUSTOMER SERVICE PRIORITY LEVELS

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.

**ATTACHMENTS TO EXHIBIT A
(STATEMENT OF WORK)**

ATTACHMENT A.9

SAMPLE PRODUCTION INCIDENT REPORT

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)

**ATTACHMENTS TO EXHIBIT A
(STATEMENT OF WORK)**

ATTACHMENT A.10

**SAMPLE TASK/DELIVERABLE
ACCEPTANCE FORM**

SAMPLE TASK/DELIVERABLE ACCEPTANCE FORM

NAME AND ADDRESS	TRANSMITTAL DATE
CONTRACT TITLE	CONTRACT NUMBER
WORK ORDER TITLE	WORK ORDER NUMBER
FROM: _____	TO: _____
Contractor Project Manager (Signature Required)	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.	
<p style="text-align: center;">TASK DESCRIPTION</p> <p style="text-align: center;">(Including Task and subtask numbers as set forth in the Statement of Work)</p>	<p style="text-align: center;">DELIVERABLES</p> <p style="text-align: center;">(Including Deliverable numbers as set forth in the Statement of Work)</p>
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: _____
County Project Manager	Date: _____

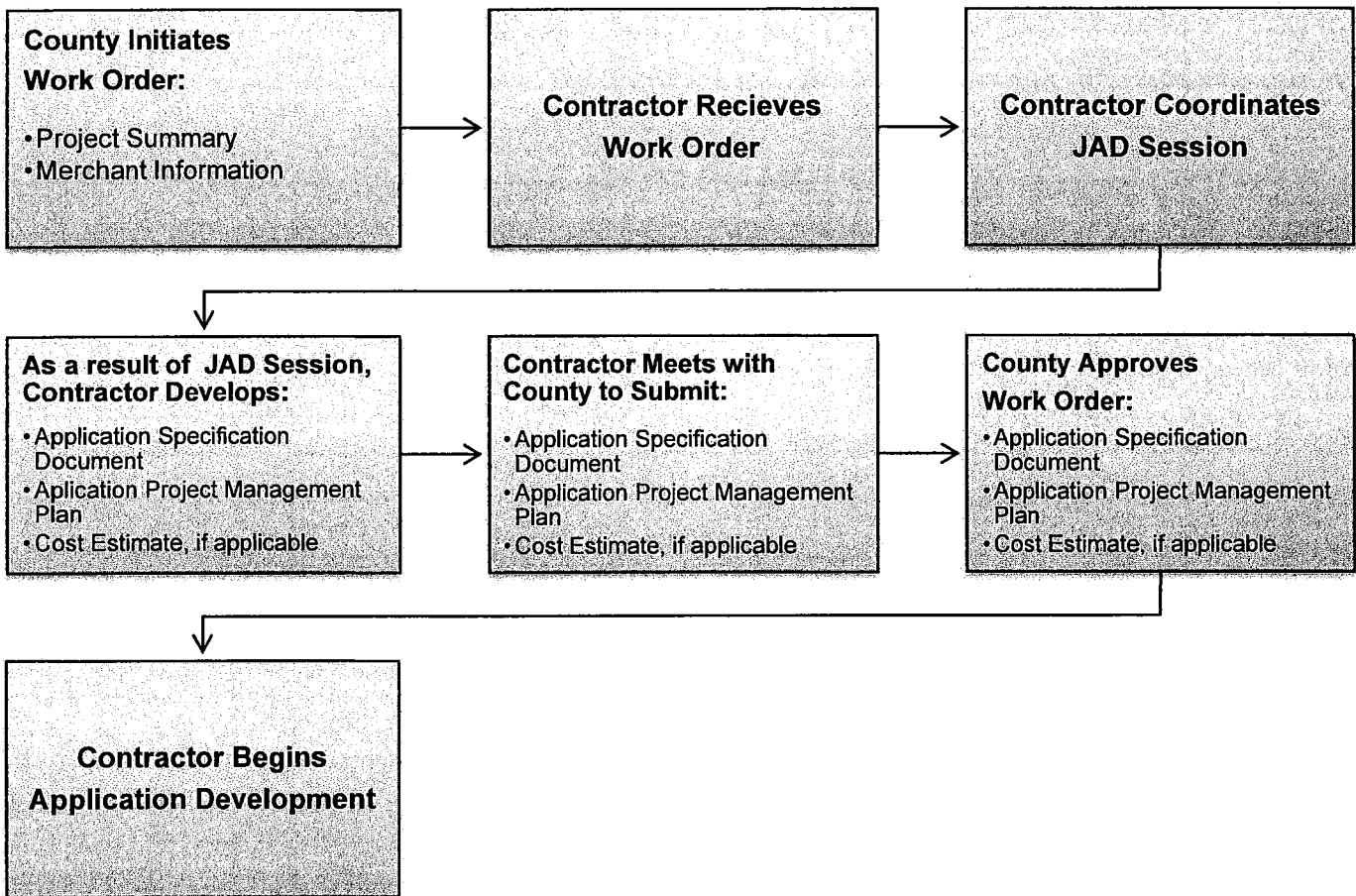
**ATTACHMENTS TO EXHIBIT A
(STATEMENT OF WORK)**

ATTACHMENT A.11

SAMPLE WORK ORDER

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: _____

County Department Project Manager: _____

County Department Address: _____

Telephone Number: _____ **Email:** _____

County Contract Project Monitor: _____

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 Schedule).

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 Schedule) 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 Schedule).

**SAMPLE WORK ORDER
FOR
ELECTRONIC PAYMENT PROCESSING SERVICES**

B. For this Work Order, Contractor shall invoice in accordance with Paragraph 5.4 (Invoices and Payments) of the Contract.

C. Contractor shall submit all invoices under this Work Order in accordance with Paragraph 5.4 (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 J (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 or Enhancement 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: _____

EXHIBIT B

PRICING SCHEDULE

**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 5.4 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. This option is specifically designed for those Applications that qualify for the Visa Tax Program and are identified with a 9311 merchant category code (MCC), under which there is a separate set of unique rules and regulations that govern the Convenience/Service Fees.¹

Tax Applications	Rate
Credit Accepted ²	2.10% + \$5.95 per Transaction
Debit Accepted ³	\$3.95 per Transaction
eCheck	\$0.95 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 ⁴	Covered by Convenience/Service Fee	Per Event
Chargeback Insurance Rate (Optional) ⁵	\$0.50	Per Transaction where Contractor works Chargeback recovery, additive to Convenience/Service Fee
Voice Authorizations	Waived	Per Event
24 hr Settlement Fee (wire) (Credit/Debit Card only) ⁶	\$40.00	Per Settlement (Paid by County)
48 hr Settlement (ACH)	Waived	Per Settlement
Chargeback – Foreign Exchange ⁷	Waived	Per Event

¹ Contractor has been certified by Visa to accept Convenience/Service Fees in a percentage format for Applications that meet the Visa Tax Program requirements (i.e., property tax, income tax, and other tax types).

² American Express, Discover, MasterCard, and Visa Credit.

³ Visa Personal Signature Debit and Star, NYCE, and Pulse PINless Debit and PIN Debit.

⁴ 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.

⁵ Chargeback Insurance is designed to provide a pool of funds from which Chargeback fees and lost principle amounts shall be drawn against if the original funds paid to the County are no longer available. The County shall have no other costs associated with Chargebacks where Chargeback Insurance is used. The management of the Chargeback process and the working of Returns resides in Contractor's control.

⁶ Per Section 2.6.14 of Exhibit A (Statement of Work), tax eCheck Settlements are within one (1) Banking Day of the Transaction date for Transactions submitted by 11:00 a.m. Pacific Time (or such other time as mutually agreed upon by County and Contractor) at no additional fee.

⁷ 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 5.4 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. This option is specifically designed for those Applications that do NOT qualify for the Visa Tax Program and which follow the standard set of rules and regulations that govern the Convenience/Service Fees.

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 Transactions⁸. 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. This methodology is utilized to meet the requirements of several Card Association regulations regarding the disallowance of different fees for different Payment Types for an individual payment application and the disallowance of a percentage-based fee for Visa convenience fees in a non-Visa Tax Program payment Application.

Non-Tax Applications⁹ Average Payment Amount Credit/Debit	WEB/IVR/POS Convenience/Service Fee¹⁰
\$0.00 - \$59.99	\$ 1.49
\$60.00 - \$79.99	\$ 1.99
\$80.00 - \$99.99	\$ 2.49
\$100.00 - \$119.99	\$ 2.99
\$120.00 - \$139.99	\$ 3.49
\$140.00 - \$159.99	\$ 3.99
\$160.00 - \$179.99	\$ 4.49
\$180.00 - \$199.99	\$ 4.99
\$200.00 - \$219.99	\$ 5.49
\$220.00 - \$239.99	\$ 5.99
\$240.00 + ¹¹	2.25%

⁸ 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%.

⁹ All Applications ineligible for enrollment in the Visa Tax Program.

¹⁰ Acceptance of Payment Types as allowed by current rules and regulations.

¹¹ 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)

eCheck Transaction Amount	Rate
Per Transaction	\$0.95

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 ¹²	Covered by Convenience/Service Fee	Per Event
Chargeback Insurance Rate (Optional) ¹³	\$0.50	Per Transaction where Contractor works Chargeback recovery, additive to Convenience/Service Fee
Voice Authorizations	Waived	Per Event
24 hr Settlement Fee (wire)	\$40.00	Per Settlement (Paid by County)
48 hr Settlement (ACH)	Waived	Per Settlement
Chargeback – Foreign Exchange ¹⁴	Waived	Per Event

Visa cannot be accepted in a face-to-face or POS environment for any non-tax Transactions unless the County absorbs the cost (Options D or E).

¹² 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.

¹³ Chargeback Insurance is designed to provide a pool of funds from which Chargeback fees and lost principle amounts shall be drawn against if the original funds paid to the County are no longer available. The County shall have no other costs associated with Chargebacks where Chargeback Insurance is used. The management of the Chargeback process and the working of returns resides in the Contractor's control.

¹⁴ 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 5.4 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. This option is specifically designed for those Applications that do NOT qualify for the Visa Tax Program; do not accept Visa; and, which follow the standard set of rules and regulations that govern the Convenience/Service Fees.

Non-Tax Applications	Credit, Debit, and ACH
Credit Accepted ¹⁵	2.50%, \$1.49 minimum per Transaction
Debit Accepted ¹⁶	\$1.49 per Transaction
eCheck	\$0.95 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 ¹⁷	Covered by Convenience/Service Fee	Per Event
Chargeback Insurance Rate (Optional) ¹⁸	\$0.50	Per Transaction where Contractor works Chargeback recovery, additive to Convenience/Service Fee
Voice Authorizations	Waived	Per Event
24 hr Settlement Fee (wire)	\$40.00	Per Settlement (Paid by County)
48 hr Settlement (ACH)	Waived	Per Settlement
Chargeback – Foreign Exchange ¹⁹	Waived	Per Event

Visa cannot be accepted in a face-to-face or POS environment for any non-tax Transactions unless the County absorbs the cost (Options D or E).

¹⁵ American Express, Discover, and MasterCard. Visa does not allow a convenience fee to be charged on any non-tax Transactions therefore Visa is not accepted under this Option C.

¹⁶ Star, NYCE, and Pulse PINless Debit and Pin-based debit.

¹⁷ 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.

¹⁸ Chargeback Insurance is designed to provide a pool of funds from which Chargeback fees and lost principle amounts shall be drawn against if the original funds paid to the County are no longer available. The County shall have no other costs associated with Chargebacks where Chargeback Insurance is used. The management of the Chargeback process and the working of returns resides in Contractor's control.

¹⁹ 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)

Contractor shall provide to the County Transaction processing (Merchant) services to all Applications under an Agency Absorbed Fixed Rate Pricing model in exchange for the applicable fees described below under this Option D. 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
Consumer Applications discount rate (includes PIN or PINless debit)	2.20% ²⁰ + \$0.20	Per Payment Amount and Transaction
Business Applications discount rate (includes PIN or PINless debit)	2.45% ²¹ + \$0.20	Per Payment Amount and Transaction
eCheck Payment/Refund Discount Rate	\$0.09	Per Transaction
Card Payment Processing Fee ²²	0.10%	Per Payment Amount
IVR Line Fee ²³	\$0.08	Per Minute

Ancillary Services	Rate	Frequency
Reporting Fee	\$14.95	Per Application Per Month
eCheck Returns	\$1.95	Per Event
Chargebacks and Adjustments ²⁴	\$15.00	Per Event
Chargeback Insurance Rate (Optional) ²⁵	\$0.50	Per Transaction where Contractor works Chargeback recovery, additive to the Merchant Service fees outlined above
Voice Authorizations	Waived	Per Event
24 hr Settlement Fee (wire)	\$40.00	Per Settlement
48 hr Settlement Fee (ACH)	Waived	Per Settlement
Chargeback – Foreign Exchange ²⁶	Waived	Per Event

²⁰ The rate will increase to 2.30% if the MasterCard Public Sector, Visa CPS/Retail 2, or Visa CPS/Card Not Present Interchange category is increased by 0.10% or more from their prevailing rates as of October 1, 2012. The payment methods required to be accepted under the quoted rate include American Express, Discover, Visa, MasterCard, NYCE, Pulse, and Star. The rate will increase to 2.40% if any of the aforementioned Interchange categories are increased by .20% or more from their prevailing rates as of October 1, 2012.

²¹ The rate will increase to 2.55% if the MasterCard Public Sector, Visa CPS/Retail 2, or Visa CPS/Card Not Present Interchange category is increased by 0.10% or more from their prevailing rates as of October 1, 2012. The payment methods required to be accepted under the quoted rate include American Express, Discover, Visa, MasterCard, NYCE, Pulse, and Star. The rate will increase to 2.65% if any of the aforementioned Interchange categories are increased by .20% or more from their prevailing rates as of October 1, 2012.

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 County's bank account; this would include the float for American Express and Discover for the consolidated Settlement.

²³ 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.

²⁴ 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.

²⁵ Chargeback Insurance is designed to provide a pool of funds from which Chargeback fees and lost principle amounts may be drawn against if the original funds paid to the County are no longer available. The County shall have no other costs associated with Chargebacks where Chargeback Insurance is used. The management of the Chargeback process and the working of returns resides in Contractor's control.

²⁶ Chargebacks differences that are derived from a foreign Card will be waived.

**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 Interchange Rate ²⁷	IPT ²⁸	Per Payment Amount and Transaction
Discover Discount Rate	IPT ²⁹	Per Payment Amount and Transaction
American Express Discount Rate	IPT ³⁰	Per Payment Amount and Transaction
PIN or PINless Debit Card Network Rate	IPT ³¹	Per Payment Amount and Transaction
eCheck Payment/Refund Processing	\$0.09	Per Transaction
Card Payment Processing Fee ³²	0.05%	Per Payment Amount
Card Transaction Based Rate ³³	\$0.05	Per Transaction
IVR Line Fee ³⁴	\$0.08	Per Minute

²⁷ Credit/Debit Card and Signature Debit included.

²⁸ IPT includes all Interchange Qualifications rates (per payment amount and per Transaction fees), dues, acquirer fees, and assessments. 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.

²⁹ IPT includes all Discover Network rates (per payment amount and per Transaction fees) and acquirer fees. Rates are subject to change solely at the determination of the network.

³⁰ IPT includes all American Express Network rates (per payment amount and per Transaction fees) and acquirer fees. Rates are subject to change solely at the determination of the network.

³¹ IPT includes all Debit Network rates (per payment amount and per Transaction fees) and acquirer fees. These rates may vary by network and rates are subject to change solely at the determination of the networks.

³² 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 County's bank account; this would include the float for American Express and Discover for the consolidated Settlement.

³³ Payment Types included: Credit and Debit. Transaction Based Rate is a fee that is assessed for the administration services provided by Contractor for the maintenance and service of Contractor's software applications.

³⁴ 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	\$14.95	Per Application Per Month
eCheck Returns	\$1.95	Per Event
Chargebacks and Adjustments ³⁵	\$15.00	Per Event
Chargeback Insurance Rate (Optional) ³⁶	\$0.50	Per Transaction where Contractor works Chargeback recovery, additive to the Merchant Service fees outlined above
Voice Authorizations	Waived	Per Event
24 hr Settlement Fee (wire)	\$40.00	Per Settlement
48 hr Settlement Fee (ACH)	Waived	Per Settlement
Chargeback – Foreign Exchange ³⁷	Waived	Per Event

³⁵ 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.

³⁶ Chargeback Insurance is designed to provide a pool of funds from which Chargeback fees and lost principle amounts may be drawn against if the original funds paid to the County are no longer available. The County shall have no other costs associated with Chargebacks where Chargeback Insurance is used. The management of the Chargeback process and the working of returns resides in Contractor's control.

³⁷ 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 5.4 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 Gateway Fee – Dial	\$0.10	Per Transaction
Payment Processing Fee ³⁸	0.10%	Per Payment Amount
Reporting Fee	\$25.00	Per Department Per Month

³⁸ 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 5.4 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.

Custom Development Services	Rate	Frequency
Professional Services Rate ³⁹	\$120.00	Per Hour
IVR Voice Talent Recording	\$1,000.00	Per Recording Event
Hosting and Maintenance (Custom Only) ⁴⁰	\$35.00	Per Application Per Month (except Virtual Terminal)
Custom Application Service Provider Fee ⁴¹	\$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
IVR Line Fee ⁴²	\$0.08	Per Minute
Velocity Controls System Advanced Security Feature ⁴³	\$0.50	Per Transaction Where Enabled, Additive to Convenience/Service Fee or Merchant Services Fee
User Identification System Advanced Security Feature ⁴⁴	\$1.50	Per Transaction Where Enabled, Additive to Convenience/Service Fee or Merchant Services Fee

³⁹ 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 Contractor's application to another application.

⁴⁰ Hosting and maintenance for Standard Applications are provided by Contractor at no additional cost.

⁴¹ Application Service Provider for Standard Applications is provided by Contractor at no additional cost.

⁴² 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/Fee Models which are Options A, B, and C.

⁴³ Velocity Controls provide County with the ability to control how many Transactions and/or how much money may be processed over a given period of time for a given Card. Exceeding those limits will result in an automatic decline before the Transaction is sent to the processor. Additional models may be added in the future. The ability to do this can reduce the ratio of Chargebacks to successful Transactions.

⁴⁴ User Identification System is an add-on enrollment or authentication process that is custom developed for County that may use information from a variety of sources to positively identify the user of a given Application.

**ELECTRONIC PAYMENT PROCESSING SERVICES
PRICING SCHEDULE**

OPTION H: TERMINALS⁴⁵ AND EQUIPMENT FEES – PURCHASE/RENTAL RATES

The list below includes the equipment recommended 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 ⁴⁶	Terminals & Equipment	Purchase Price Rate	Monthly Rental Rate ⁴⁷	Frequency
Point of Sale Equipment: Standalone	Verifone vx570 (Dial or Ethernet)	\$394.66	\$29.95	Per Item
Point of Sale Equipment: Standalone	VeriFone Vx610 – Wi-Fi	\$755.34	\$75.00	Per Item
Point of Sale Equipment: Standalone	VeriFone Vx610 – CDMA (Sprint, Verizon)	\$731.81	\$65.00	Per Item
PIN pad: Attach to Standalone	VeriFone PP1000SE	\$58.50	\$7.75	Per Item
Point of Sale Equipment: Attach to Virtual Terminal	Ingenico i3070 PINpad with Card Swipe and Printer	\$238.42	\$24.00	Per Item
Point of Sale Equipment: Attach to Virtual Terminal	Magtek Mini-MICR (Check reader-imager)	\$183.75	\$12.00	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 ⁴⁸	\$15.00	N/A	Per Event
	Supplies/Cables ⁴⁹	Pass-through	N/A	Per Event

⁴⁵ 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 options (D and E) or the payment gateway services only Option F.

⁴⁶ 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.

⁴⁷ Monthly Rental Rates are based on a six (6) month minimum.

⁴⁸ 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.

⁴⁹ 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.

EXHIBIT C

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Peter Loo

Title: Sr. Associate, CIO

Address: Los Angeles World Trade Center, Suite 188
350 S. Figueroa Street
Los Angeles, CA 90071

Telephone: (213) 253-5627

Facsimile: (213) 633-4733

E-Mail Address: ploo@cio.lacounty.gov

COUNTY DEPARTMENT PROJECT MANAGERS:

Various – County Department Project Managers will be identified in each Work Order.

COUNTY CONTRACT PROJECT MONITORS:

Various – County Contract Project Monitors will be identified in each Work Order.

EXHIBIT D

CONTRACTOR'S ADMINISTRATION

EXHIBIT D

CONTRACTOR'S NAME: FIS

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Paul Moret*

Title: Project Director

Address: 113 Sea Board Lane

Franklin, TN 37067

Telephone: 615-665-6897

Facsimile: 615-665-8335

E-Mail Address: Paul.Moret@fisglobal.com

*FIS Project Director is an escalation point to FIS's Project Manager.

CONTRACTOR'S PROJECT MANAGER:

Name: Paul Moret**

Title: Project Director

Address: 113 Sea Board Lane

Franklin, TN 37067

Telephone: 615-665-6897

Facsimile: 615-665-8335

E-Mail Address: Paul.Moret@fisglobal.com

**FIS Project Manager will vary. Project Manager is assigned after signed Work Order is received.

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Jeff Erdmann

Title: Line of Business Executive

Address: 11000 W Lake Park Drive

Milwaukee, WI 53224

Telephone: 414-577-9356

Facsimile: 414-815-3493

E-Mail Address: Jeff.Erdmann@fisglobal.com

Signature: _____

EXHIBIT D

CONTRACTOR'S AUTHORIZED OFFICIAL(S) CONTINUED:

Name: Jeff Erdmann
Title: Line of Business Executive
Address: 11000 W Lake Park Drive
Milwaukee, WI 53224
Telephone: 414-577-9356
Facsimile: 414-815-3493
E-Mail Address: Jeff.Erdmann@fisglobal.com
Signature: _____

Name: Nancy Langer
Title: Division Executive
Address: 4900 West Brown Deer Road
Milwaukee, WI 53223
Telephone: 414-357-3561
Facsimile: 414-357-3738
E-Mail Address: Nancy.Langer@fisglobal.com
Signature: _____

Name: Valarie Sanders
Title: Contract Manager
Address: 2001 Summit Park Drive
Orlando, FL 32810
Telephone: 407-551-8470
Facsimile: 904-357-1105
E-Mail Address: Valarie.Sanders@fisglobal.com
Signature: _____

Notices to Contractor shall be sent to the following:

Name: Jeff Erdmann
Title: Line of Business Executive
Address: 11000 W Lake Park Drive
Milwaukee, WI 53224

Telephone: 414-577-9356

Facsimile: 414-815-3493

E-Mail Address: Jeff.Erdmann@fisglobal.com

Name: Helen Justice

Title: Director, Program Management and Strategic Partnerships

Address: 113 Sea Board Lane

Franklin, TN 37067

Telephone: 615-665-6732

Facsimile: 615-665-8335

E-Mail Address: Helen.Justice@fisglobal.com

EXHIBIT E

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

**EXHIBIT E.1: CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

**EXHIBIT E.2: CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

**EXHIBIT E.3: CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

**CONTRACTOR ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

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 and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. 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: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor Name Fidelity Information Services, LLC
Address 601 Riverside Avenue Jacksonville, FL 32204
37-1490331
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

Valarie M. Sanders
Contract Manager

Authorized Official's Printed Name and Title

Valarie M Sanders
Authorized Official's Signature

2/15/13
Date

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Fidelity National Information Services, Inc.

Business name/disregarded entity name, if different from above
Fidelity Information Services, LLC

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
601 Riverside Ave.

City, state, and ZIP code
Jacksonville, FL 32204

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

Employer identification number

3	7	-	1	4	9	0	3	3	1
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person: *John Vachoff* Date: *1/20/12*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME FIDELITY INFORMATION SERVICES, LLC 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 and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

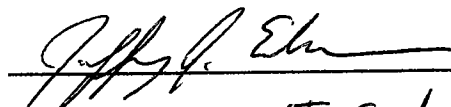
Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. 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: 2/15/2013

PRINTED NAME:

Jeffrey J. Erdmann

POSITION:

SUP e Payments

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name FIDELITY INFORMATION SERVICES, LLC Contract No. _____
Employee Name PAUL MORET

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: Paul Moret DATE: 2/15/15
PRINTED NAME: PAUL MORET
POSITION: DIRECTOR OF PROJECT MANAGEMENT

EXHIBIT G

JURY SERVICE ORDINANCE

**TITLE 2 ADMINISTRATION
CHAPTER 2.203.010 THROUGH 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE**

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter.

Such instructions may provide for the delegation of functions to other county departments.

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

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

EXHIBIT H

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babyanfela.org



In Los Angeles County: 1-877-BABY SAFE 1-877-222-9723

www.babysafe.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

The California Safely Surrendered Baby Law allows parents of infants, persons with lawful custody, or anyone who has permission to confidentially surrender a baby within 72 hours of birth to be held in a safe and loving home. The baby's identity and information will not be made available to anyone who wishes to prosecute.

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?

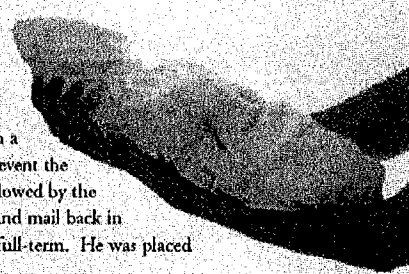
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

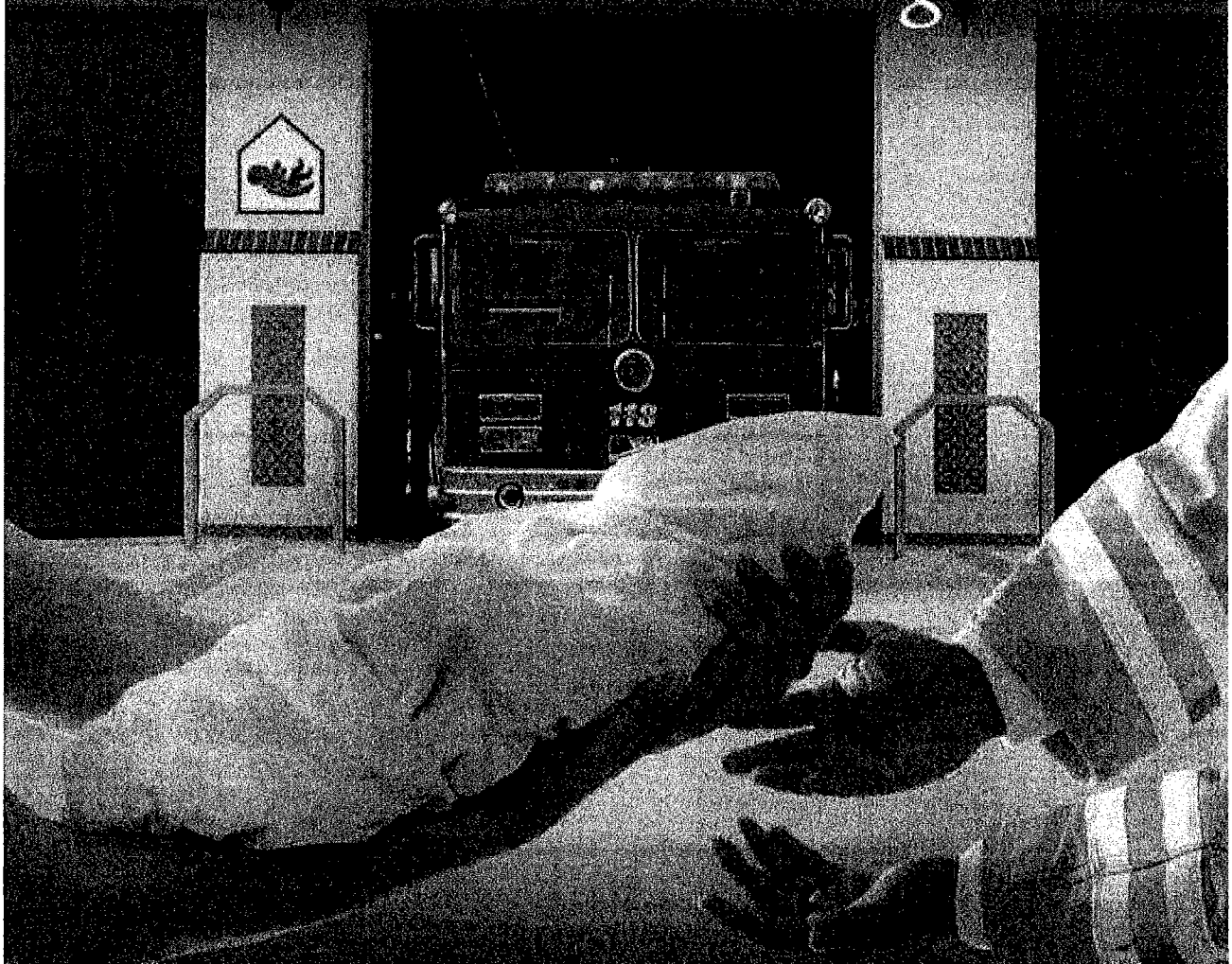
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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.babysafe1a.org



En el Condado de Los Angeles: 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 a 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 Angeles. 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 Angeles 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 I

**HEALTH INSURANCE
PORTABILITY AND
ACCOUNTABILITY ACT (HIPAA)
AND THE HEALTH INFORMATION
TECHNOLOGY FOR ECONOMIC
AND CLINICAL HEALTH ACT
(HITECH) AGREEMENT**

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A
"BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996
AND THE HEALTH CARE INFORMATION TECHNOLOGY
FOR ECONOMIC AND CLINICAL HEALTH ACT
(BUSINESS ASSOCIATE AGREEMENT)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "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 employees.

EXHIBIT I

- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. 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.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), 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, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "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).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. 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 received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

EXHIBIT I

- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health care which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents 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 the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Telephonic Report. Except as provided in Section 2.4.3, notification shall be made within twenty-four (24) hours of discovery of the nonpermitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification made in accordance with Section 2.4.1 above shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days following such initial telephonic notification, to the Chief Privacy Officer at:

Chief Privacy Officer

EXHIBIT I

Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) 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);
 - (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
 - (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
 - (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
 - (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.
- 2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.
- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- (a) Notifying 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 such Breach;
 - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) 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);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

- (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
- (v) 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.
- (vi) The notification required by paragraph (a) of this section shall be written in plain language Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. 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.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, 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 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 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. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 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. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Subject to Paragraph 9.25 (General Indemnification) of the Contract Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), resulting from Business Associate's negligent acts and/or omissions related to its performance under this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use 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.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health

Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 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.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, 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 this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 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 to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

EXHIBIT J

PERFORMANCE REQUIREMENTS SUMMARY

EXHIBIT J PERFORMANCE REQUIREMENTS SUMMARY

The following are performance requirements and their associated method of calculation and liquidated damages due to County by Contractor. This Exhibit J 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 9.29 (Liquidated Damages; Withhold of Payments) 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.

If Deficiency Priority Levels are consistently mis-categorized to the detriment of Contractor, to the extent it is commercially reasonable, Contractor shall require the County Project Director to verify the priority level of the deficiency before any County employee contacts Contractor regarding the Deficiency.

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 9.29 (Liquidated Damages; Withhold of Payments) 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 upgrades/releases 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 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 upgrades/releases B = the number of hours for which the Secured File Transfer Protocol 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, Withhold 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, Withhold 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 and in accordance with Paragraph 9.29 (Liquidated Damages; Withhold of Payment), County shall be entitled to receive liquidated damages from Contractor:

1. **Inaccurate Settlement of Funds:** Contractor shall pay, as liquidated damages to County, the interest payable at the Federal Funds Rate (360 day year) on the dollar amount of the variance between funds as they should have been Settled and the funds as inaccurately Settled (to the extent that the inaccurate Settlement resulted in a *shortage of funds* to County.) In addition, Contractor shall reprocess the funds at no charge to County.
2. **Late Settlement of Funds:** Contractor shall pay, as liquidated damages to County, 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.
3. **Earnings Interest Calculation:**

Settlement Amount (+/- Settlement Adjustments)

Times: Federal Funds Rate

Divided By: 360 days in year

Times: Actual number of days Settlement is delayed (when Federal Fund Rate is at the same rate for each day)

Equals: Earnings Interest

Note: If the delay is two or more days and the Federal Funds Rates differ each day, calculate each day separately.

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 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.
<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 for Transactions submitted by 11:00 a.m. Pacific Time (or such other time as mutually agreed upon by County and Contractor). 2. With respect to all other Applications, within two (2) Banking Days of Transaction date.
<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), ODFI's Transit Routing Number, and Company Identification Number. 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 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 9.29 (Liquidated Damages; Withhold of Payments) 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 as they are from time to time in effect 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>
<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 change/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 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 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 9.29 (Liquidated Damages; Withhold of Payments) 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. 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 2.7.9 – Computer Security Breach Notification: Contractor shall notify County's Customer Assistance Center within four (4) hours following the identification of any actual Security Incident or of any Known Threat, including Computer Security Breach, any attack, or the introduction of any disabling device, related to eCommerce Applications or eCommerce Solution.</p>	<p>\$1,000 per occurrence</p>

Security/PCI Compliance Requirement	Liquidated Damages
<p>SOW 2.7.10 – Computer Security Breach Reports: Contractor shall provide a written report and assessment regarding all actions taken concerning each identified Security Incident, including any Computer Security Breach, any attack, or the introduction of any disabling device, the current status and any potential impact(s) to County of the Security Incident. Each Security Incident shall be categorized according to the criticality of either minor or major. 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. Examples include, but are not limited to, events such as distributed denial of service attacks, configuration errors, and virus or worm outbreaks. 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. Examples include, but are not limited to, events such as actual or suspected loss or disclosure of County information, web defacement, and cyber-attacks on application/server/network where inappropriate access was achieved.</p>	<p>\$500 per occurrence</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 9.29 (Liquidated Damages; Withhold of Payments) 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>

SOW 3.4.1 Provide Ongoing eCommerce Services	Monthly Performance Summary Report is due even (7) calendar days from the first of every month.
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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 9.29 (Liquidated Damages; Withhold of Payments) of the Contract.

Applicable Deliverable	Date for Completion
SOW 3.2.1 Transition Project Management Plan	Forty five (45) calendar days from Contract execution.
SOW 3.2.2 Transition Project Initiation	Fifteen (15) days from County approval of the Transition Work Order.
SOW 3.2.11 Transition Phase Close-Out	Three hundred and sixty five (365) calendar days from the Effective Date.

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 9.29 (Liquidated Damages; Withhold of Payments) of the Contract.

Applicable Deliverable	Date for Completion
SOW 3.3.1 Project Initiation	Fifteen (15) business days from County approval of a Work Order.
SOW 3.3.3 Joint Application Development Session	Application Specification Document is completed within seven (7) days after completion of the JAD session(s).
SOW 3.3.4 New Application or Enhancement Development	Completed and tested application within six (6) calendar weeks or otherwise specified in the Application Project Management Plan.
SOW 3.3.8 Application or Enhancement Deployment	Seven (7) calendar days of County's successful completion of Customer Acceptance Testing.

Applicable Deliverable	Date for Completion
<p align="center">SOW 3.3.9 Post-Implementation Review</p>	<p>Thirty (30) calendar days after post-production support period.</p>

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 9.29 (Liquidated Damages; Withhold of Payments) 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, 365/6, 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 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 with respect to all eCommerce Applications, Services and other work through a toll free phone 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 (1) minute (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 and Telephone Response Time</p>	<p>Contractor shall provide telephone support to County staff with an average response time not to exceed one (1) hour for Level 1 and Level 2 Priority deficiencies (as defined in Attachment A.8), and shall provide email support to technical and business support emails with an average response time not to exceed twenty-four (24) hours for Level 3 and Level 4 Priority deficiencies (as defined in Attachment A.8) between the hours of 7am – 5pm Pacific Time, Monday through Friday. Response phone calls and emails to County staff shall not be automatically generated responses.</p>

SOW Reference	Customer Service Requirement
<p>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. Resolution timelines are measured from the earlier of (a) County's report of the problem and (b) Contractor's other discovery of the problem. County to provide Contractor with a single email address for notifications.</p>
<p>SOW 2.9.6 Electronic File Transmission File Notifications</p>	<p>For each 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>
<p>SOW 2.9.7 Production Incident Reports</p>	<p>Contractor shall provide a Production Incident Report upon successful resolution of the reported incident within five (5) 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>SOW 2.9.8 Help Desk Manual</p>	<p>Contractor shall provide the County a Help Desk Manual, which documents problem reporting process, 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>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 outage, catastrophic disaster, component failure, or data loss no later than one (1) hour after the incident is discovered. Additionally, without limiting Contractor's obligations to remedy problems within the resolution timelines required by this SOW, Contractor shall deliver an initial disaster recovery assessment report specific to the unscheduled outage incident within 24 hours after incident is discovered. Such report will provide information relating to the cause of the incident, Contractor's recovery approach and methods to prevent recurrence. Recognizing that final assessment information may not all be available within 24 hours, Contractor shall provide periodic updates to the report, as appropriate, until the incident follow-up activities are complete.</p>

SOW Reference	Customer Service Requirement
<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 eCommerce Applications 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 shall display, in user-friendly language, outage notification to the Payer, as follows:</p> <ul style="list-style-type: none"> • If there is lead time, notification of the future outage. • During the actual outage, display the outage message.
<p align="center">SOW 2.10.10 Preventive Maintenance</p>	<p>Contractor shall perform periodic preventive maintenance. Maintenance scheduling shall be done at a time mutually agreeable to County and Contractor.</p>
<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 software upgrades/releases 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 for changes directly affecting County. 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. This will be for any changes that directly impact the County. 5. Software upgrade/release documentation shall be delivered to County fourteen (14) calendar days prior to implementation. 6. Contractor shall not create a negative operational impact to any existing Application when installing a software upgrade/release. 7. Any and all software upgrade/release deployment time frames shall be mutually agreed upon between Contractor and County for any changes that directly impact the County. Contractor will also share release schedule with County. 8. For new software upgrades/releases, conduct a thirty (30) calendar day post implementation review and provide status to the County.

SOW Reference	Customer Service Requirement
<p>SOW 2.10.12 Freeze Periods</p>	<p>Contractor shall obtain annually and observe County freeze schedules, where maintenance and software upgrades/releases shall not be performed. For example, with respect to the County's property tax program, Contractor shall not schedule or perform any maintenance or software upgrades on the December and April tax deadlines and the immediately preceding fourteen (14) 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.

EXHIBIT K

**INTERNAL REVENUE SERVICE
NOTICE NO. 1015**

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.

EXHIBIT L

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 4

- 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 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.)

**ELECTRONIC PAYMENT AND PROCESSING SERVICES CONTRACT
NEGOTIATED TERMS AND CONDITIONS**

Reference	Negotiated Terms that Depart from the County's Standard Terms and Conditions
Contract Paragraph 4.2	Term of Contract: Term modified to offer the Contractor the option to not renew the contract at the expiration of the initial term on the condition that the Contractor provides the County notification in writing at least twenty-four (24) months prior to the expiration of the initial term.
Contract Paragraph 5.1.4	Contract Sum – Pricing Schedule: Provision modified to exclude Interchange Pass-Through (IPT) fees set forth under Option E of Exhibit B (Pricing Schedule) as those fees are adjusted in accordance with Exhibit B (Pricing Schedule).
Contract Paragraphs 7.3.1 & 7.3.4	Approval of Contractor's Staff: Provision modified to allow County to review the resumes and interview any replacement of Contractor's Project Director and/or Project Manager(s) assigned to perform any work under the resultant Contract, if requested by the County.
Contract Paragraph 8.1.6	Confidentiality: Provision and applicable exhibits to the resultant Contract with respect to Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement were modified to omit copyright assignment agreement provisions as copyright assignment will not be applicable to the resultant Contract.
Contract Paragraph 8.2.1	Proprietary Considerations: Provision modified to include an application service provider model granting the County authority to use Contractor's eCommerce Applications throughout the term of the resultant Contract.
Contract Paragraph 8.2.4	Source Code: Provision modified to include an escrow agreement to be established and maintained at the Contractor's expense, with a third party and with specific release conditions.
Contract Paragraphs 8.3.4, 8.3.5, 8.3.9 & 8.3.11	<p>Security:</p> <p>8.3.4 – Provision modified to permit the County's Chief Information Officer staff review the Contractor's data security procedures and practices prior to the contract Effective Date and on any occasion in which the Contractor's data security procedures and/or practices are modified in a manner that substantively impacts the County.</p> <p>8.3.5 – Provision modified to require the Contractor to provide its employees and subcontractors, who are granted access to Confidential Information, comprehensive training on Contractor's data security program.</p> <p>8.3.9 – Provision modified to outline Known Threats. A definition for Known Threats was also included in the Contract.</p> <p>8.3.11 – Provision modified to specify that costs incurred by banks to restore or correct the subject's credit data or credit standing that have been compromised, will be passed onto the County in accordance with Applicable Law and/or per court order.</p>
Contract Paragraph 9.2	Assignment and Delegation: Provision modified to specify that Contractor shall notify the County, in writing, of any proposed assignment or delegation as soon as the Contractor is legally permitted to do so and that County's prior written consent regarding Contractor's assignment of rights or delegation of duties shall not be unreasonably withheld.
Contract Paragraph 9.10	Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List: Provision modified to specify that individuals on a re-employment list must apply for employment to Contractor's firm and will only be given consideration if they have the appropriate qualifications and consideration will only be applicable to Contractor's government solutions division.
Contract Paragraph 9.25	<p>General Indemnification: Provision modified to limit Contractor's liability to \$20 million with respect to Third Party Claims arising from events that are not covered by the insurance policies set forth in Paragraphs 9.28.4 (Professional Liability/Errors and Omissions) or 9.28.5 (Professional Liability/Errors and Omissions).</p> <p>9.25.1 – Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and authorized agents.</p>
Contract Paragraphs 9.26.2 & 9.26.3	<p>Intellectual Property Warranties and Indemnification:</p> <p>9.26.2 – Provision modified to limit Contractor's liability regarding Infringement Claims for any infringement or alleged infringement that results, in whole or in part, from inappropriate or unintended use, or for use in a manner or for a purpose not specifically described in the Contract, Contractor's Service, eCommerce Application, or other deliverable.</p> <p>9.26.3 – Provision modified to provide a means for County to recover pre-paid fees from the Contractor in the event that the Contractor is unable to successfully complete remedial measures set forth in the Contract.</p>

**ELECTRONIC PAYMENT AND PROCESSING SERVICES CONTRACT
NEGOTIATED TERMS AND CONDITIONS**

Reference	Negotiated Terms that Depart from the County's Standard Terms and Conditions
<p>Contract Paragraphs 9.27.1, 9.27.3, 9.27.4, 9.27.6, & 9.27.14</p>	<p>General Provisions for all Insurance Coverage:</p> <p>9.27.1 – Evidence of Coverage and Notice to County – Provision modified to specify that Contractor must provide County the renewal certificates of insurance within ten (10) days of receipt and provide proof of no lapse in coverage and excludes, within this paragraph, the need for the Contractor to disclose policy deductibles or self-insured retentions.</p> <p>9.27.2 – Additional Insured Status and Scope of Coverage – Provision modified to specify that Contractor shall provide County Indemnified Parties additional insured status, except when the County Indemnified Parties are found solely negligent by a court of competent jurisdiction.</p> <p>9.27.3 – Cancellation of or Changes in Insurance – Provision modified to specify that Contractor shall provide County with written notification of insurance cancellation or any material change, which includes limits of coverage, change of coverage, change resulting in the deductible exceeding the ceiling of \$10 million, term of coverage, or policy period.</p> <p>9.27.4 – Failure to Maintain Insurance – Provision modified to specify that this requirement will not be applicable if the failure is outside of the Contractor's control, such as failure of Contractor's Insurance Broker and/or USPS to deliver a certificate within any required time period and unless an actual interruption in coverage has taken place.</p> <p>9.27.6 – Contractor's Insurance Shall Be Primary – Provision modified to specify that Contractor's 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.</p> <p>9.27.14 – County Review and Approval of Insurance Requirements – Provision modified to specify that any changes to insurance requirements must be mutually agreed upon by both County and Contractor.</p>
<p>Contract Paragraphs 9.28.4 & 9.28.5</p>	<p>Insurance Coverage, Financial Institution, and Performance Security Requirements:</p> <p>9.28.4 – Professional Liability/Errors and Omissions – Provision modified to specify that the County be named as Loss Payee as opposed to an Additional Insured, requires computer fraud coverage under this policy, and omits funds transfer fraud coverage under this policy. This modification does not negatively impact the County.</p> <p>9.28.5 – Crime Coverage – Provision modified to specify that the County be named as Loss Payee as opposed to an Additional Insured, requires funds transfer fraud coverage under this policy, and omits computers fraud coverage under this policy. This modification does not negatively impact the County.</p>
<p>Contract Paragraph 9.43.8</p>	<p>Subcontracting: Provision modified to omit "in the same manner and to the same degree as if such Subcontractor(s) were the Contractor's employees" as it relates to subcontracting and Contractor's indemnification of County.</p>
<p>Exhibit J Paragraphs 2.4.1, 2.4.2, & 2.11</p>	<p>Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement:</p> <p>2.4.1 – Provision modified to require Contractor to notify the County within twenty-four (24) hours of the discovery of nonpermitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information.</p> <p>2.4.2 – Provision modified to specify that Contractor shall provide a written notification, without unreasonable delay, and in no event later than three (3) business days, following the discovery of nonpermitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information.</p> <p>2.11 – Provision modified to reference Paragraph 9.25 (General Indemnification) and to state that the Business Associate shall be liable for "negligent" acts and/or omissions related to the performance under the Business Associate Agreement.</p>
<p>Exhibit K</p>	<p>Performance Requirements Summary:</p> <p>Deficiency Priority Level – Provision modified to specify that in the event that Deficiency Priority Levels are consistently mis-categorized by the County, to the detriment of the Contractor, the County will verify deficiency priority levels prior to contacting the Contractor, to the extent that it is commercially reasonable.</p> <p>Settlement Requirements Calculation – Provision modified to include specific requirements regarding Inaccurate Settling of Funds, Late Settlement of Funds, and an Earnings Interest Calculation.</p> <p>Security Requirements and PCI Compliance – Under Security Breach Assessment Report, provision modified to identify what minor and major security incidents consist of and to include a definition for Computer Security Breach into the Contract.</p>

**ELECTRONIC PAYMENT AND PROCESSING SERVICES CONTRACT
NEGOTIATED TERMS AND CONDITIONS**

Reference	Negotiated Terms that Depart from the County's Standard Terms and Conditions
<p>Exhibit A Sections 1.3, 2.9.4, 2.9.7, 2.9.8, 2.10.5, 2.10.10, & 2.10.11,</p>	<p>Statement of Work:</p> <p>2.9.4 – Email and Telephone Response Time – Provision modified to define the email and telephone response times for all the Deficiency Priority Levels (Priority Level 1, 2, 3, 4).</p> <p>2.9.5 – Problem Resolution – Provision modified to revise Contractor's problem resolution timeframe, from twenty-four (24) hours to the earliest timeframe from either County's report of the problem or Contractor's discovery of the problem.</p> <p>2.9.7 – Production Incident Reports – Provision modified to specify that the Production Incident Report be submitted to County within five (5) business days, as opposed to calendar days for Contractor issues.</p> <p>2.9.8 Help Desk Manual – Provision modified to replace Contractor's requirement to document troubleshooting techniques and problem resolution with Contractor's problem reporting process.</p> <p>2.10.5 – Unscheduled Outage Notification – Provision modified to require Contractor to submit an initial disaster recovery assessment report within twenty-four (24) hours after an unscheduled system outage, catastrophic disaster, component failure, or data loss incident is discovered, with periodic updates to the final report to be given to the County as appropriate.</p> <p>2.10.10 – Preventive Maintenance – Provision modified to indicate that maintenance scheduling shall be done at a time mutually agreeable to County and Contractor.</p> <p>2.10.11 – Software Upgrades/Releases – Provision modified to require Contractor to notify the County of any software upgrades/releases that directly affect the County and that Contractor will share its release schedule with the County.</p>

Bid Detail Information

Bid Number : 104247

Bid Title : Electronic Payment Processing Services

Bid Type : Service

Department : Internal Services Department

Commodity : CONSULTING SERVICES - COMPUTER SOFTWARE

Open Date : 7/20/2011

Closing Date : 9/21/2011 12:00 PM

Bid Amount : N/A

Bid Download : Available

Bid Description : Please take notice that the Los Angeles County Internal Services Department (ISD) is issuing a Request for Proposals (RFP) to solicit Proposals for a Contract with an organization to provide fully integrated electronic payment processing services (eCommerce Solution). These services shall include, but not be limited to, providing services and necessary equipment to support a fully integrated solution for the acceptance and real-time processing of credit/debit cards and eCheck using various Payment Channels, such as, but not limited to, Web, Interactive Voice Response (IVR) and Point of Sale (POS). These services shall include real-time, uninterrupted, 24 hours per day, 7 days a week, 365/6 days a year, processing for the following Payment Types: VISA®, MasterCard®, Discover®, and American Express®, and eCheck payments.

Interested and qualified Proposers that meet the minimum mandatory requirements (refer to Section 1.4 (Minimum Mandatory Requirements) of the RFP) and that can demonstrate their ability to successfully provide a fully integrated eCommerce Solution are invited to submit Proposal(s).

A Mandatory Proposers' Conference will take place on Wednesday, August 3, 2011, at 1 p.m. Refer to Section 2.3 (RFP Timetable) and 2.6 (Mandatory Proposers' Conference) of the RFP for details.

Proposers must print the RFP in its entirety and bring it to the Mandatory Proposers' Conference.

Contact Name : Jeanette Arismendez

Contact Phone# : (562) 940-3089

Contact Email : jarismendez@isd.lacounty.gov

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[Back to Last Window](#)

**ELECTRONIC PAYMENT PROCESSING SERVICES
FIRM/ORGANIZATION INFORMATION AS PROVIDED BY CONTRACTOR**

FIRM INFORMATION		Fidelity National Information Services, LLC
Cultural/Ethnic Composition		% of Ownership
OWNERS/PARTNERS	Black/African American	Publicly Traded Company (Information not Available)
	Hispanic/Latin American	
	Asian American	
	American Indian/Alaskan	
	All others	
	Women (included above)	
MANAGER	Black/African American	741
	Hispanic/Latin American	547
	Asian American	592
	American Indian/Alaskan	22
	All others	5,711
	Women (included above)	
STAFF	Black/African American	908
	Hispanic/Latin American	571
	Asian American	730
	American Indian/Alaskan	23
	All others	4,954
	Women (included above)	
TOTAL # OF EMPLOYEES		14,799 (US only)
BUSINESS STRUCTURE		Corporation
COUNTY CERTIFICATION		N/A
CBE		No
LSBE		No
CERTIFYING AGENCY		N/A