BOARD OF SUPERVISORS
Hilda L. Solis, First District
Holly J. Mitchell, Second District
Lindsey P. Horvath, Third District
Janice Hahn, Fourth District
Kathryn Barger, Fifth District

Chief Executive Office.

COUNTY OF LOS ANGELES
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

July 29, 2025

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

Dear Supervisors:

REQUEST FOR APPROVAL OF THE COUNTY OF LOS ANGELES AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES TO CONTRACT FOR REVENUE ENHANCEMENT SERVICES (ALL DISTRICTS AFFECTED) (4-VOTES)

SUBJECT

The Chief Executive Officer (CEO), along with the Superior Court of California – County of Los Angeles (Court), request the Board of Supervisors' (Board) approval of two contracts with Harris & Harris, Ltd. (Harris & Harris) and Linebarger, Goggan, Blair & Sampson, L.L.P. (Linebarger), respectively, to provide revenue enhancement collection services to the County of Los Angeles (County) and the Court.

JOINTLY WITH THE EXECUTIVE OFFICER/CLERK OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair to sign the attached contracts with Harris & Harris and Linebarger, in order to provide revenue enhancement collection services to both the County and Court, with an effective date of August 1, 2025. The initial contract term shall be for a period of three years, with two one-year optional renewal periods and six month-to-month extensions, for a maximum total contract term of five years and six months. In addition, Harris & Harris and Linebarger will also provide revenue enhancement services for any mandatory Amnesty Programs.

2. Delegate authority to the CEO, or her designee, to sign amendments to the above contracts to (1) exercise the two one-year term extensions and the six month-to-month extensions, and (2) require any additional work requested by the Court that exceeds the current scope of the Statement of Work.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under the Lockyer-Isenberg Trial Court Funding Act of 1997, the County and the Court maintain a joint responsibility for collection enhancement efforts. State law requires each superior court and county to develop a comprehensive court/county collection program to improve the enforcement of collections on delinquent court-ordered accounts. On December 20, 2005, the Board approved a Memorandum of Understanding between the CEO and the Court for a comprehensive court collection program as required by Senate Bill (SB) 940 (Chapter 275, Statues of 2003).

The current contracts with Harris & Harris and Linebarger, private agencies, for provision of primary collection services, will expire on July 31, 2025. The proposed contracts are with the same agencies, Harris & Harris and Linebarger, for primary collection services and will ensure continuation of the collection needs of the County and Court as required by SB 940.

The County/Court delinquent account collection services program is comprised of comprehensive collections of all court-ordered debt. When certain conditions are met and debt becomes delinquent, the Court issues a notice of delinquency advising the defendant of the outstanding amount due and the date by which it must be paid, prior to referring the delinquent account to a collection vendor. If applicable, the notice will also state the remedies available to resolve the matter and thereby prevent referral to collections. If no action is taken, the delinquent accounts are referred to one of the Court's two private collection vendors, who then proceed with the collections process authorized in this Board Letter.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan North Star 1, Make Investments That Transform Lives, and addresses public safety challenges through the enforcement and collection of delinquent court-ordered accounts.

FISCAL IMPACT/FINANCING

The proposed contracts will allow the County and Court to continue to recover otherwise unrecoverable revenues, which will provide a continued revenue stream to help finance the County's Maintenance of Effort obligation to the State for Trial Court operations. There is no impact to net County cost as collection costs associated with the contracts are recovered in accordance with Penal Code (PC) Section 1463.007 under SB 857 (Chapter 720, Statutes 2010), and offset by the recovery of revenues that would otherwise be uncollectible. In Fiscal Year 2023-24, Harris & Harris was referred a total of $43.7 million and collected $6.8 million and Linebarger was referred $49.6 million and collected $7.3 million. The recommended primary contractors will be compensated on actual gross successful collections, with a general collection fee of 7.45 percent (Harris & Harris) and 9.90 percent (Linebarger), which is consistent with each agency's current commission rates and better than rates negotiated by the Judicial Council of California.

The County and Court will only pay a commission on the actual amounts collected and not on any other costs associated with the collection effort except as set forth below. In addition to the general collection commission, Harris & Harris and Linebarger may be compensated when transferring cases to the State of California Franchise Tax Board (FTB). Harris & Harris will receive a 3.50 percent commission fee on the net amount collected by the FTB for accounts transferred to the FTB Court Ordered Debt Program and the FTB Tax Intercept Program. Linebarger will receive a 6.69 percent commission fee on the net amount collected by the FTB for accounts transferred to the FTB Court Ordered Debt Program and the FTB Tax Intercept Program. The Court utilizes the FTB programs as secondary collection vendors as required by PC 1463.007. Both FTB programs charge an administrative fee on successful collections and the fee is paid directly to FTB by the Court. Delinquent accounts are referred to either one or both of the FTB programs by the collection vendors when the collection vendor has exhausted efforts to collect the debt. Each program has its own requirements for accepting delinquent debt.

FTB Court-Ordered Debt Program

- Garnishes wages and bank accounts.
- Amount owed must be at least $25 with an aggregate account balance equal to or greater than $100.
- Accounts remain with the program for two years.
- Defendants can establish payment plans to prevent the wage or bank garnishment.

FTB Tax Intercept Program

- Intercepts State tax refunds, lottery winnings, and unclaimed property.
- Combined amount owed must be at least $10.
- Accounts remain with the program for one year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the Lockyer-Isenberg Trial Court Funding Act of 1997, the County and the Court maintain a joint responsibility for collection enhancement efforts. State law requires each superior court and county to develop a comprehensive court/county collection program to improve the enforcement of collections on delinquent court-ordered accounts.

In recent years, recognizing the disparate impact that fees, fines, and penalties have on low-income communities and communities of color, the State of California implemented legislation to reduce and/or repeal certain fees, fines, and penalties against people who come into contact with the criminal system, which has resulted in greater emphasis on a defendant's ability to pay. In addition, your Board has taken further action to no longer pursue collection efforts on some additional criminal justice fees, fines, and penalties. The current joint court/county collection enhancement program is in full compliance with State law, and with your Board's policy decision to only collect fees, fines, and penalties that the County is unable to waive.

California Government Code Section 26220 and PC Section 1205 authorize the assignment of delinquent accounts to a private vendor for the purpose of collection. However, before a debt owed to the County may be referred, an agreement with the private vendor must be ratified by a four-fifths vote of the County's Board.

The recommended contracts with Harris & Harris and Linebarger are for an initial term of three years with two optional one-year extensions and six additional month-to-month extensions, for a maximum total contract term of five years and six months. Harris & Harris and Linebarger shall be responsible for all costs incurred while performing the contracted collection services except for FTB transfers, as noted above. The County and Court will only pay a commission on the actual amounts collected.

The terms and conditions of the recommended contracts with Harris & Harris and Linebarger have been reviewed and approved as to form by County Counsel. The recommended contracts utilize the Court's standard form agreement, yet, at the request of the County, contain the County's legally required provisions, including termination for non-adherence of the County lobbyist ordinance, compliance with County's defaulted property tax reduction program, time off for voting, and compliance with the Jury Duty Ordinance.

There are no provisions for a cost-of-living adjustment in the attached contracts. This is not a Proposition A contract. As such, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

CONTRACTING PROCESS

Consistent with the current contracts adopted on June 23, 2020, the proposed contracts were solicited under the Court's Request for Proposals (RFP) process. The Court conducted an open competitive solicitation for these services in accordance with the requirements of the California Judicial Branch Contract Law (Public Contract Code Sections 19201-19210) and the Judicial Branch Contracting Manual and released the RFP for Revenue Enhancement Services on December 2, 2024. The RFP was released to prospective proposers via BIDDINGO, the Court's online procurement system under the commodity code for Collection Services – Financial Debt. Information on the Court's RFP was also posted on the Internal Services Department's County solicitations website. In addition, all vendors on the Judicial Council's Collection Services Master Services Agreement were directly invited to participate in the bid.

Five contractors responded with a proposal by the due date of January 27, 2025. The five proposals were evaluated and scored by an evaluation committee and final ratings and rankings of proposals were computed. The proposals submitted by Harris & Harris and Linebarger were the highest ranked and met all of the minimum requirements set forth in the RFP.

A Notice of Intent to Award in favor of Harris & Harris and Linebarger for primary collection services was posted on BIDDINGO on March 5, 2025. No prospective contract bidders filed a protest by the deadline of March 13, 2025, thus concluding the Court's protest process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the contracts will allow the County and Court to continue to recoup otherwise unrecoverable revenues, and will ensure a continued revenue stream to partially finance the County's Maintenance of Effort obligation to the State for Trial Court operations.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two signed originals of the contracts and one adopted Board letter to the CEO.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

DocuSigned by:
4735D96CBD7C458...

DAVID SLAYTON
Executive Officer/Clerk
Superior Court of California
County of Los Angeles

7/11/2025

FAD:JMN:MRM:EB:KK:EDA:yjf

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Superior Court

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

AGREEMENT FOR REVENUE ENHANCEMENT SERVICES

BETWEEN

THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

AND

THE COUNTY OF LOS ANGELES

AND

HARRIS & HARRIS, LTD.

AGREEMENT # 2024-156-01

CONTRACT SUM:	**No maximum contract sum; commission rate**
GOODS/SERVICES:	**Revenue Enhancement Services – Primary Collections**
COMMENCES:	**August 1, 2025**
TERMINATES:	**June 30, 2028**
OPTION TERMS:	**Two Annual Options plus Six Months**

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STANDARD AGREEMENT FOR NON-IT GOODS AND/OR NON-IT SERVICES

1. This Agreement is made and entered into at Los Angeles, California by and between the Superior Court of California, County of Los Angeles ("Court"), the County of Los Angeles ("County") and Harris & Harris, Ltd. ("Contractor").

2. This Agreement is effective August 1, 2025 ("Effective Date") through June 30, 2028 ("Expiration Date"). The Agreement may be extended by mutual consent of the Court, County and Contractor upon the same terms and conditions set forth herein up to two times for successive one-year periods, through June 30, 2030 ("Extension Term"), upon the execution of an Amendment. Each such extension shall be exercised jointly by the Executive Officer/Clerk of Court and the Chief Executive Officer of the County. The Agreement may also be extended on a month-to-month basis, by mutual consent of the Court, County and Contractor, for an additional period not to exceed six (6) months ("Month-to-Month Term"), upon the execution of an Amendment. Such extension shall be exercised jointly by the Executive Officer/Clerk of Court and the Chief Executive Officer of the County.

3. Compensation under this Agreement is based on the negotiated commission rate on gross collections achieved by Contractor. There is no maximum contract sum for this Agreement.

4. The purpose of this Agreement is: Revenue Enhancement Services – Primary Collections.

   (The purpose listed here is for administrative reference only and is not intended to define or limit the scope or extent of this Agreement.)

5. Contractor was selected by the Court for award of a contract through a competitive procurement process for the provision of the described goods and/or services. (COURT RFP #2024-156 REVENUE ENHANCEMENT SERVICES ("RFP")).

6. Court has agreed to administer this Agreement on behalf of itself and the County, and all administrative matters will be handled between the Court and Contractor.

7. The parties agree that this Agreement, made up of this Standard Agreement and the Exhibits listed below and any referenced attachments ("Contract Documents"), contains the parties' entire understanding related to the subject matter of this Agreement and is mutually binding on the parties in accordance with its terms.
   - Exhibit A1 – Statement of Work from RFP
   - Exhibit A2 – Selected Portions of Contractor's Technical Proposal
   - Exhibit B1 – Payment Provisions and Invoicing Procedures
   - Exhibit B2 – Contractor's Cost Proposal
   - Exhibit C1 – Standard Business Terms and Conditions 3.0
   - Exhibit C2 – County Special Provisions

   It is the intention of both parties that all Contract Documents and RFP Documents be read and construed as a unified whole whenever possible. However, in the event of a conflict between the terms of the Contract Documents and/or RFP Documents, the following order of precedence shall

govern and determine which terms prevail:

1. Standard Agreement
2. Exhibit A1 – Statement of Work from RFP
3. Exhibit B1 – Payment Provisions and Invoicing Procedures
4. Exhibit C1 – Standard Business Terms and Conditions 3.0
5. Exhibit C2 – County Special Provisions
6. RFP Documents
7. Exhibit A2 – Selected Portions of Contractor's Technical Proposal
8. Exhibit B2 - Contractor's Cost Proposal

Any Amendments to this Agreement, starting with the most recent, shall take precedence over existing Contract Documents. In the event of a conflict between an Amendment and the terms of any other Contract Document, the terms of the Amendment shall prevail.

8. Insurance. Contractor must procure and maintain the insurance coverage as marked below. Exhibit C (Court Standard Business Terms and Conditions), Sections 19.1 and 19.2 describe the Court's specific insurance requirements.

☒ **Exhibit C1, Section 19.2 Insurance Requirements – Specific Coverages**
- ☒ Workers Compensation/Employer's Liability
- ☒ Comprehensive General Liability
- ☒ Business Automobile Liability
- ☒ Professional Liability
- ☒ Commercial Crime

Insurance certificates shall be sent to Ebix, the Court's insurance compliance and tracking provider, by using one of the methods listed below:

- By email to lacourt@ebix.com; or
- By fax to (770) 325-2046

9. **CONTRACT ADMINISTRATION**

PROJECT DIRECTORS: See Exhibit C1, Section 10 for roles and responsibilities of Project Directors.

COURT:	**CONTRACTOR:**
Christine Padilla Stanley Mosk Courthouse	Vince LoBianco, VP Business Development - Government
111 N. Hill Street, Room 105D	111 W Jackson Blvd, Suite 650
Los Angeles, CA 90012	Chicago, IL 60604
(213) 633-8511	630-241-1605
cmpadilla@lacourt.org	vlobianco@harriscollect.com

PROJECT MANAGERS: See Exhibit C1, Section 10 for roles and responsibilities of Project Managers.

COURT:	**CONTRACTOR:**
Kendra King Stanley Mosk Courthouse	Kathy Dumont, Director of Client Success
111 N. Hill Street, Room 616	111 W Jackson Blvd, Suite 650
Los Angeles, CA 90012	Chicago, IL 60604
(213) 633-1003	630-390-3564
kking@lacourt.org	tobrien@harriscollect.com

COURT'S CONTRACT ANALYST: See Exhibit C, Section 10 for role and responsibilities of Court's Contract Analyst:

COURT:
Theresa Jauregui Spring Street Courthouse
312 North Spring Street, 9th Floor Procurement
Los Angeles, CA 90012
(213) 314-8717
tjauregui@lacourt.org

10. **NOTICES**: All contract specific correspondence, notices or demands required or permitted to be given or made under this Agreement shall be in writing, submitted by email, or by registered mail, or certified mail and shall be addressed to the Court and Contractor Project Directors, Project Managers, and Contract Analyst listed above, unless otherwise provided.

11. **Cooperative Agreement ("Piggybacking"):**
This Agreement is the result of an open, competitive procurement (#2019-067) process conducted by the Court in accordance with the California Judicial Branch Contract Law and Contracting Manual. The provisions and pricing of this Agreement may be extended to other California government agencies. A government agency wishing to utilize the provisions and pricing of this Agreement will be responsible for issuing its own purchase documents and making any and all payments relative to its agreement. Any participating government agency is responsible for obtaining its own certificates of insurance and any required performance bonds. The Court and the County makes no guarantee to other government agencies that may utilize the provisions or pricing of this Agreement. By utilizing the provisions or pricing of this Agreement, the participating government agency agrees to hold the Court and the County harmless from all claims, demands, or actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the utilization of the provisions or pricing of this Agreement. The Court and the County make no guarantee to Contractor that any other government agency will make use of the provisions or pricing of this Agreement.

12. **Economic Sanctions**. Contractor certifies that Contractor is: (i) in compliance with economic sanctions imposed pursuant to applicable laws by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, "Economic Sanctions"); and (ii) not a target of Economic Sanctions. The Court may, at its sole discretion, suspend and/or terminate this Agreement upon written notice to Contractor if Contractor is not in compliance with, or is a target of, Economic Sanctions.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

AUTHORIZATION PAGE

IN WITNESS THEREOF, the Superior Court of California, County of Los Angeles has caused this Agreement to be subscribed by its Executive Officer/Clerk of Court, the seal of said Court is hereto affixed, the County of Los Angeles by order of its Board of Supervisors has caused this Agreement to be subscribed on its behalf by the Chair of said Board and attested by the Executive Officer/Clerk of the Board of Supervisors thereof, and HARRIS & HARRIS has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES

By: DocuSigned by: David Slayton 4735D96CBD7C458... Date: 6/5/2025

DAVID W. SLAYTON
Executive Officer/Clerk of Court

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
EDWARD YEN
Executive Officer/Clerk
of the Board of Supervisors

By_____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: Jason C Carnevale Digitally signed by Jason C Carnevale Date: 2025.06.10 17:53:21 -07'00'
Deputy County Counsel

HARRIS & HARRIS

By: DocuSigned by: David Peters D5ECF7C94461444... Date: 6/5/2025

David Peters
Chief Executive Officer

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

EXHIBIT A1

STATEMENT OF WORK FROM RFP #2024-156

--- Begins on Following Page ---

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

REVENUE ENHANCEMENT SERVICES

STATEMENT OF WORK

RFP #2024-156

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

STATEMENT OF WORK
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
REVENUE ENHANCEMENT SERVICES

TABLE OF CONTENTS

SECTION **PAGE**

1.0 STATEMENT OF WORK 1

1.1 Scope of Work 1

1.2 Background 2

1.3 Category of Referral Types 2

2.0 CONTRACTOR'S GENERAL SERVICE REQUIREMENTS 4

2.1 General Service Requirements 4

2.2 Collection vendor compliance with Penal Code Section 1463.007 4

2.3 Contractor Service Requirements 5

3.0 CONTRACTOR'S SPECIFIC SERVICE REQUIREMENTS 6

3.1 Collections via Mail 6

3.2 Skip Tracing 7

3.3 Contacts via Telephone 8

3.4 Debtor Payment Options/Methods of Payment 9

3.5 Court Appearances 10

3.6 Debtor Failure to Comply with Notices of Delinquency & Telephone Calls 10

3.7 Account Management 11

3.8 Processing Debtor Payments 15

3.9 Debtor Services 20

3.10 Transmission of Account Information 24

3.11 Collections Online Requirements 27

3.12 Fees for Services 28

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

STATEMENT OF WORK
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
REVENUE ENHANCEMENT SERVICES

TABLE OF CONTENTS

SECTION **PAGE**

3.13 Revenue Recovered by Contractor 30
3.14 Return of Accounts 33
3.15 Collection Amnesty Program 34
3.16 Special Collections Programs 38
4.0 IMPLEMENTATION OF SERVICE 38
4.1 Implementation Deadline 38
4.2 Interface with Court Case Management Systems 38
4.3 Transition Plan 39
5.0 COUNTY/COURT RESPONSIBILITIES 39
5.1 Court Project Director 39
5.2 Court Project Manager 39
5.3 Collections Work Areas and Telephone Lines 40
6.0 CONTRACTOR'S RESPONSIBILITIES 40
6.1 Contract Project Manager 40
6.2 Contractor's Personnel 41
7.0 MONITORING OF CONTRACTOR'S PERFORMANCE 43
7.1 Performance 43
7.2 Non-Conformance 43
7.3 Audits 43
8.0 UNSATISFACTORY PERFORMANCE OF SPECIFIED SERVICES 44
8.1 Contract Discrepancy Report 44
9.0 REMEDIES 44
9.1 Non-Compliance 44

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

STATEMENT OF WORK
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
REVENUE ENHANCEMENT SERVICES

TABLE OF CONTENTS

SECTION **PAGE**

10.0 WORK QUALITY ISSUES..... 45
11.0 SECURITY AND CONTROL PROCEDURES 45

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

STATEMENT OF WORK
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
REVENUE ENHANCEMENT SERVICES

TABLE OF CONTENTS

SOW ATTACHMENTS

SECTION **PAGE**

ATTACHMENT A: COMPLAINT TRACKING LOG 47

ATTACHMENT B: REFERRAL FILE SPECIFICATION – CASE MANAGEMENT SYSTEM 48

ATTACHMENT C: PAYMENT/CONTINUANCE ARRAIGNMENT FILE SPECIFICATION 55

ATTACHMENT D: REFERRAL FILE SPECIFICATION - JMIS 58

ATTACHMENT E: PAYMENT FILE SPECIFICATION - JMIS 59

ATTACHMENT F: ANNUAL FINANCIAL REPORT TEMPLATE 60

ATTACHMENT G: COURT LOCATIONS 62

ATTACHMENT H: QUALITY CONTROL PLAN 64

ATTACHMENT I: DELIVERABLES 71

ATTACHMENT J: CONTRACT DISCREPANCY REPORT 75

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

1.0 STATEMENT OF WORK

1.1 SCOPE OF WORK

The purpose of this Statement of Work ("SOW") is to describe the scope of services in support of the comprehensive revenue enhancement program of the Superior Court of California, County of Los Angeles ("COURT") and the County of Los Angeles ("COUNTY"). Penal Code Section 1463.010 requires each superior court and county to develop a comprehensive court/county collection program to improve enforcement of court-ordered fees, fines, forfeitures, penalties, assessments, and restitution.

These services include collections of delinquent court ordered debt at the primary and secondary levels. The primary level will utilize multiple contractors simultaneously, up to three (3) vendors, at the discretion of the COURT. After primary collection efforts of one contractor are exhausted, selected delinquent accounts shall be referred to an alternate approved contractor for continuing collection efforts.

The COUNTY/COURT delinquent account collection services program is comprised of comprehensive collections of court ordered debt including, but not limited to:

a. fees, fines, forfeitures, penalties, and assessments arising from infractions, misdemeanor, felony, and traffic proceedings or actions;
b. criminal justice related fees, reimbursements, and other legally enforceable debts;
c. civil, family law, and juvenile law fees, including filing fees;
d. guardianship and conservatorship fees;
e. court-ordered sanctions;
f. court-ordered reimbursement for minor's counsel fees pursuant to Family Code Section 3150;
g. any other legally enforceable debt owed, or the Court has a right to collect.

This SOW is comprised of work requirements for the primary collection level. The primary collection level will involve multiple collection contractors, up to three (3) vendors, at the discretion of the COURT. Secondary collection efforts will be provided by the California Franchise Tax Board and are not a part of this solicitation.

1.2 BACKGROUND

Collection functions performed by the COUNTY/COURT may include, but are not limited to collection services noted in this scope of work, and the following: 1) generate courtesy notices indicating amount owed; 2) place driver license holds through the California Department of Motor Vehicles, if applicable; 3) generate delinquency and payment notices; 4) charge civil assessment penalties upon delinquency in accordance with statute; 5) facilitate internet and Interactive Voice Response ("IVR") payment arrangements and establish accounts receivable; 6) track cases through various court case management computer systems; 7) conduct financial evaluations to recover attorney fees and other fines/fees; 8) accept over-the-counter, IVR, internet and mail payments for delinquent and non-delinquent accounts, and; 9) establish payment plans for delinquent and non-delinquent accounts.

1.3 CATEGORY OF REFERRAL TYPES

The scope of collection services which may be referred to CONTRACTOR include, but are not limited to, the collection categories described herein:

- Infractions/Misdemeanors with Unadjudicated Bail (e.g., Traffic citations where a defendant fails to appear (FTA) before being sentenced).
- Infractions/Misdemeanors with Adjudicated Bail (e.g., Traffic citations where a defendant fails to pay (FTP) fines and/or fees after being sentenced).
- Misdemeanors/Felonies with Adjudicated Fines and Fees (e.g., Defendants who fail to pay fines and fees after being sentenced).
- Civil Fees and Sanctions (e.g., Fees, including filing fees and sanctions owed to the COURT. In addition, the COUNTY/COURT may seek reimbursement of civil filing fees on cases where a civil fee waiver was granted for an individual, or if the plaintiff is a governmental agency).
- Child Custody Evaluations (e.g., a Judicial Officer may order a party to reimburse the COUNTY/COURT for the cost of their child custody evaluation).
- Probate, Minor's Counsel Fees, Juvenile Dependency Fines and Fees (e.g., a Judicial Officer may order a party to reimburse the COUNTY/COURT for the cost of legal assistance from a court appointed attorney).
- Juror Sanctions (e.g., Jurors that fail to appear for jury service may be ordered to pay a COURT imposed sanction).
- Non-Sufficient Funds and or unresolved bankcard charge backs (e.g., returned checks due to non-sufficient funds).
- COUNTY/COURT reserves the right to refer additional types of accounts as deemed appropriate.

1.3.1 Referral Data –Primary Collections

The estimates below are for illustrative purposes only and COUNTY/COURT **does not guarantee** any particular case or dollar value of account referrals. Accounts available for referral may be distributed amongst multiple vendors, up to three (3) vendors, **at the discretion** of the COURT.

(FOR ILLUSTRATIVE PURPOSES ONLY)

REFERRAL TYPE	ESTIMATED AVG ANNUAL CASE VOLUME	NET ANNUAL CASE VALUE	AVERAGE PER CASE VALUE	PAST DUE AGE IN DAYS AT REFERRAL
Grand Total	**719,642**	**$327,446,278**	**$455**	**180**
Traffic FTA	426,000	$228,000,000	$535	180
Red-Light FTA	122,000	$59,500,000	$488	180
Non-Traffic FTA	25,000	$6,800,000	$272	180
Traffic FTP	15,500	$5,600,000	$361	180
Red-Light FTP	3,400	$1,070,000	$315	180
Criminal Fines & Fees	119,000	$23,500,000	$197	180
Juvenile Dependency	3,400	$1,450,000	$426	180
Juror Sanctions	4,800	$1,300,000	$271	180
Other Fines & Fees (e.g., Civil Sanctions, Minor's Counsel)	542	$226,278	$417	180

1.3.2 COUNTY/COURT CONTROL OF ACCOUNTS

- COUNTY/COURT reserves the right to modify the types of accounts referred.
- COUNTY/COURT retains the right to refer an account to another collection agency for collections, to attempt collection activity internally, and to cancel, recall or alter accounts that have been referred to CONTRACTOR for collection at any time.
- COUNTY/COURT reserves the right to utilize the services of the State of California Franchise Tax Board's Court Ordered Debt ("FTB COD") Collection Program, FTB Interagency Intercept Collections ("FTB Tax Intercept"), the Department of Motor Vehicles' Driver License Hold/Suspension Collection Services, and/or other collection entities and agencies as deemed appropriate.

2.0 CONTRACTOR'S GENERAL SERVICE REQUIREMENTS

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

2.1 GENERAL SERVICE REQUIREMENTS

CONTRACTOR shall, at minimum, perform the services enumerated herein. To maximize the rate of collection and minimize errors, CONTRACTOR may be required to perform services in addition to those listed herein.

- All work performed by the CONTRACTOR must only occur within the United States. Work shall not be sub-contracted or performed by an entity using call centers or resources outside of the United States.
- COUNTY/COURT is committed to protecting the confidentiality of personal data on accounts referred and ensuring that such data is processed only within the United States. CONTRACTOR represents that it has the capability to meet the confidentiality requirement of COUNTY/COURT during the entire period of the contract and any extension thereof.
- CONTRACTOR shall have the capability to interface with the case management and collection management systems of COURT and transmit relevant collection data in a frequency deemed acceptable by COURT.

2.2 COLLECTION VENDOR COMPLIANCE WITH PENAL CODE SECTION 1463.007

In providing services to COUNTY/COURT, CONTRACTOR must comply with these requirements of Penal Code Section 1463.007 as identified below:

1. Attempts telephone contact with delinquent debtors for whom the program has a phone number to inform them of their delinquent status and payment options.
2. Notifies delinquent debtors for whom the program has an address in writing of their outstanding obligation within a specified number of days of delinquency as directed by COUNTY/COURT.
3. Generates internal monthly reports to track collections data, such as age of debt and delinquent amounts outstanding, collections by age of case referral to collection contractor.
4. Sends delinquent accounts to the FTB Tax Intercept Program and/or FTB COD Program.
5. Uses the Department of Motor Vehicle information to locate delinquent debtors.
6. Establishes wage and bank account garnishments as directed by the Court where appropriate.
7. Places liens on real property owned by delinquent debtors as directed by the Court where appropriate.
8. Coordinate with the County's Probation Department to locate debtors

who may be on formal or informal probation.

9. Accepts payment of delinquent debt by credit card and debit card.
10. Uses local, regional, state, or national skip tracing or locator resources or services to locate delinquent debtors.
11. Uses an automated dialer or automated distribution system to manage telephone calls.
12. Uses Employment Development Department employment and wage information to collect delinquent debt.

The CONTRACTOR must immediately inform COUNTY/COURT if at any time they fail to meet the requirements listed above.

2.3 CONTRACTOR SERVICE REQUIREMENTS

- CONTRACTOR shall produce various reports as defined in Section 3.13.4 of the Scope of Work.
- CONTRACTOR shall conduct the following collection activities, pursuant to the Contract, in accordance with all applicable State and Federal Consumer and Collection Practice laws.
  - Obtain and maintain appropriate licenses, approvals, permits, and authorizations required by applicable laws throughout term of contract. CONTRACTOR will be responsible for all fees, costs and taxes associated with obtaining such licenses, approvals, permits and authorizations.
  - CONTRACTOR shall provide COUNTY/COURT a list of all pending and closed regulatory violations or non-compliances (e.g., Fair Debt Collection Practices Act ("FDCPA"), California Fair Debt Collection Practices Act ("CFDCPA"), Unfair, Deceptive, or Abusive Acts or Practices (UDAAP) violations under Frank-Dodd Wall Street Reform and Consumer Protection Act, and the Consumer Financial Protection Bureau ("CFPB") for the last five (5) years. In addition, CONTRACTOR shall immediately notify COUNTY/COURT of any new violations or instances of non-compliance. The list shall at minimum contain: the case or file number, type of debt, name(s) of the complainant(s), a brief explanation of the violation, and the outcome/resolution. COUNTY/COURT reserves the right to independently review any or all regulatory violations/non-compliances submitted.
- CONTRACTOR shall be legally capable and unrestricted in the business of pursuing collections on referred accounts anywhere within the United States.
- CONTRACTOR shall be required to report collection success on a monthly basis. The following formulas, subject to change, will be

used to calculate the CONTRACTOR'S success rate in collecting delinquent accounts referred by COUNTY/COURT:

$$\text{Collector Effective Index} = \frac{\text{Number of cases with payments received (current or prior)}}{\text{Number of cases referred (current or prior)}}$$

$$\text{First-Year Resolution Rate} = 1 - \frac{\text{Change in Value (current)}}{\text{Value of Cases Established (current)}}$$

3.0 CONTRACTOR'S SPECIFIC SERVICE REQUIREMENTS

3.1 COLLECTIONS VIA MAIL

3.1.1 All CONTRACTOR letters sent to debtors shall be pre-approved by the COURT Project Manager (PM).

3.1.2 CONTRACTOR shall employ "skip tracing" to obtain current debtor address and phone number.

3.1.3 CONTRACTOR shall issue the first Delinquency Letter upon receipt of debtor information by COURT and/or after obtaining a current address through "skip tracing." CONTRACTOR shall provide the debtor no more than thirty (30) days from the date of Delinquency Letter to respond to the first Delinquency Letter. If the address provided by COURT is incorrect, or if a letter is returned undeliverable, addressee unknown, etc., CONTRACTOR shall attempt to obtain a current address through "skip tracing" and commence issuing letters once a current address is obtained. Each letter shall:

- Identify CONTRACTOR;
- Inform the debtor of the origin of the debt and the current amount owed;
- Advise of the consequences of continued non-compliance as allowed by statue, such as wage garnishment, State tax refund intercept, and/or driver's license suspension, if applicable;
- Describe payment options available such as installment payment plans;

- Describe how payment may be remitted;
- Explain that a debtor with an Infraction with Unadjudicated Bail, Sanctions, Juror Sanction, Child Custody Evaluation, or other accounts as approved by COUNTY/COURT, who wish to dispute the debt must schedule a court appearance;
- List a toll free (e.g., "800") telephone number, which allows debtors to remit payment, schedule a court appearance and/or obtain general information;
- Provide a return envelope for the submission of payment;
- List the contractor's web page address, which allows debtors to remit payment.

CONTRACTOR shall not use or display the official seal or logo of the COURT on any of its letterhead or other communication with any debtor for any reason.

3.1.4 If the debtor does not respond by the 31st day of the date of mailing, CONTRACTOR shall issue a second letter provided the debtor has a valid address. Thereafter, letters with valid addresses shall be issued on a strategic basis, or until debt is satisfied in full or account is recalled/cancelled.

3.1.5 CONTRACTOR may issue additional letters as deemed necessary.

3.1.6 All correspondence issued by CONTRACTOR shall be accompanied by a Spanish language version of the correspondence.

3.2 SKIP TRACING

3.2.1 CONTRACTOR shall utilize "skip tracing" to obtain account information (e.g., address, telephone numbers, Social Security Number, etc.) on delinquent debtors for the purpose of collecting a debt.

3.2.2 CONTRACTOR shall perform "skip tracing" each month until the account is deemed uncollectible, transferred or until a current/correct address is obtained.

3.2.3 **CONTRACTOR shall** provide COUNTY/COURT with updated account information (e.g., address, telephone numbers, Social Security Number, etc.) upon request.

3.2.4 CONTRACTOR shall utilize the following resources as legally allowed and as necessary to obtain updated account information:

- Telephone Directories

- Credit Bureau Reports
- County Tax Assessor Records
- Current Voter Registration Records
- Debtor's financial and banking references
- Debtor's current or previous employers
- National Change of Address Database
- Department of Motor Vehicles
- Third party firms such as LexisNexis
- Relatives/Neighbors/Associates

3.3 CONTACTS VIA TELEPHONE

3.3.1 CONTRACTOR shall employ "skip tracing" to obtain a current telephone number if COUNTY/COURT is not able to provide CONTRACTOR with debtor telephone numbers.

3.3.2 CONTRACTOR shall initiate telephone calls to debtors once a telephone number is obtained.

3.3.3 CONTRACTOR shall interact with debtors in a professional and courteous manner and adhere to all rules and regulations governing collection practices in the United States (e.g., Fair Debt Collections Act and the Federal Trade Commission).

3.3.4 CONTRACTOR shall provide TTY/TDD services in English and Spanish, and multilingual translators in the following languages: Spanish, Chinese, Armenian, Korean, and Vietnamese, when requested by the customer. A certified service may be used (e.g., Certified Languages, Inc.).

3.3.5 CONTRACTOR shall maintain telephone contact with each debtor that is in non-compliance by initiating at least one (1) call per month. During the telephone call, CONTRACTOR shall:

- Identify CONTRACTOR;
- Inform the debtor of the origin of the debt and the amount owed;
- Advise debtor of the consequences as allowed by statue of continued non-compliance, such as wage garnishments, State tax refund intercept and/or driver's license suspension, if applicable;
- Describe payment options including installment payment plans;
- Describe how payments may be remitted;
- Explain that a debtor with an Infraction with Unadjudicated Bail, Sanction, Juror Sanction, Child Custody Evaluation or other

accounts as approved by COUNTY/COURT, who wish to dispute the debt, must schedule a court appearance.

3.4 DEBTOR PAYMENT OPTIONS/METHODS OF PAYMENT

3.4.1 CONTRACTOR shall provide debtors who wish to comply, but face financial hardships or difficulties, with a flexible alternative payment plan. CONTRACTOR may set the terms and conditions of the payment plan; however, interest and fees shall not be charged.

3.4.2 CONTRACTOR shall advise debtors of any COUNTY/COURT Ability to Pay programs available and direct the debtor where to obtain information (e.g., COURT website).

3.4.3 CONTRACTOR, at minimum, must accept the following types of financial instruments for payments for account balances:

- Cash (only at CONTRACTOR'S local business office(s) or where CONTRACTOR has provided clerical staff)
- Personal checks
- Bank debit cards
- Nationally recognized credit cards (e.g., MasterCard, Visa American Express, and Discover)
- Money orders
- Cashier's checks
- Bank certified checks

3.4.4 CONTRACTOR shall provide a statement and a return envelope to debtors who have established a monthly payment plan. The statement shall, at minimum, inform the debtor of the remaining balance, the minimum amount due and the payment due date.

3.4.5 CONTRACTOR shall ensure that when debtors submit personal checks, the case number or contractors file number, receipt number and defendant's last name appear on the check.

3.4.6 CONTRACTOR must provide debtor a receipt for all payments received in person at CONTRACTOR'S local business office(s).

3.4.7 CONTRACTOR shall accept debtor payments via the internet (see 3.9.2 Debtor Services, Internet Services).

3.5 COURT APPEARANCES

3.5.1 CONTRACTOR shall allow debtors to set a court appearance as directed by COUNTY/COURT. For example, on traffic failure to appear cases, a debtor retains the right to an arraignment/hearing. Therefore, upon request by a debtor, CONTRACTOR shall:

- Allow a debtor to schedule a court hearing, pursuant to COURT policy, on Traffic Failure to Appear accounts. For Civil Sanctions, Juror Sanctions, Child Custody Evaluations and Juvenile Dependency accounts direct the party to contact the Court.
- Schedule a court appearance on a day and time which has already been established by COURT (COURT will provide CONTRACTOR with dates and times for each location, as needed.)
- CONTRACTOR will be responsible for transferring a data file electronically of all court dates and court locations to the court's case management systems.
- If appropriate and with express debtor consent, CONTRACTOR may notify debtor of court date and account balance via text messaging.
- Upon scheduling a court appearance, immediately suspend all collection activity until COUNTY/COURT notifies CONTRACTOR collection activity to be resumed.
- Debtors who are referred with either Adjudicated Infractions/ Misdemeanors or Adjudicated Misdemeanors/Felonies accounts do not retain the right to an arraignment.

3.6 DEBTOR FAILURE TO COMPLY WITH NOTICES OF DELINQUENCY & TELEPHONE CALLS

3.6.1 Upon a Judicial Order from COURT, CONTRACTOR may initiate involuntary payment actions on debtors who fail to pay or establish a payment plan or satisfy their debt. COUNTY/COURT will provide a listing of types of accounts that are subject to involuntary payment actions.

3.6.2 CONTRACTOR shall perform the following steps for recalcitrant debtors with accounts identified by COUNTY/COURT that are subject to involuntary payment actions that fail to establish a payment plan or satisfy their debt:

- Complete the required paperwork and obtain the appropriate court orders to enforce a civil judgment for the actions listed in this SOW.
- Institute one or more of the following actions:
  - Bank Levy
  - Wage Garnishment

- Repossession of Property, including vehicle
- Real Property Liens

3.6.3 Any and all associated costs incurred in instituting the actions listed above shall be paid by the CONTRACTOR and reimbursed by the debtor upon collection of the debt. COUNTY/COURT will only pay commission on the referred amount and not on any associated collection costs.

3.7 ACCOUNT MANAGEMENT

3.7.1 Withdrawal of Account

COUNTY/COURT reserves the right to withdraw any account whenever COUNTY/COURT deems such an action appropriate and necessary. Generally, COUNTY/COURT will withdraw an account that meets, but may not be limited to any one of the following conditions:

- Account referred in error
- Account dismissed by a Judicial Officer
- Debtor is incarcerated
- Debtor is deceased
- Account is referred to another agency for continued collection efforts

3.7.2 COUNTY/COURT shall notify CONTRACTOR in writing, e-mail or other means of electronic messaging if such action is taken. Cases that are withdrawn from CONTRACTOR shall be removed from CONTRACTOR'S system within two (2) business days of receipt of notice from COUNTY/COURT. Accounts withdrawn shall be electronically transmitted from CONTRACTOR to COUNTY/COURT according to specifications by COUNTY/COURT.

- CONTRACTOR shall immediately cease all collection activity and close the account upon notice by COUNTY/COURT of withdrawal of the account. CONTRACTOR shall maintain a list of closed accounts.
- COUNTY/COURT reserves the right to take actions deemed necessary to recover debt from an account that has been withdrawn from CONTRACTOR.
- In the event that COUNTY/COURT withdraws an account, CONTRACTOR shall have no claim or right to compensation on any outstanding balance subsequently recovered by COUNTY/COURT, one of their agents, or another service provider on such accounts.

3.7.3 Accounts Deemed Inactive/Uncollectible

CONTRACTOR shall at minimum, every ninety (90) days, evaluate each account and report so that COUNTY/COURT may make a determination as to how collection activity should continue. Defining attributes that shall be reported to COUNTY/COURT by CONTRACTOR for accounts to be evaluated are:

- Missing or inaccurate contact information including phone number and address.
- Missing or inaccurate driver's license number.
- No contact with debtor for the past consecutive six months.
- Inactivity and no payment on account for the past consecutive six months.
- CONTRACTOR shall at minimum provide a monthly report to COUNTY/COURT on all accounts, including age of referral.
- In the event an account has been deemed inactive and returned to COUNTY/COURT, CONTRACTOR shall have no right to compensation on any outstanding balance subsequently recovered by COUNTY/COURT, one of their agents, or another service provider.

3.7.4 Transfer of Accounts Deemed Inactive or Uncollectible

COUNTY/COURT reserves the right to take actions deemed necessary to recover debt from an account that has been deemed inactive or uncollectible, including, but not limited to referral of such accounts to the State of California Franchise Tax Board or other collection entity. Accounts requested to be returned shall be transferred back to COURT within 10 business days.

- Accounts to be returned to COUNTY/COURT include, but are not limited to, the following:
  - Any account meeting the criteria in Section 3.7.3 "Accounts Deemed Inactive / Uncollectible"
  - Any account referred to CONTRACTOR for a period exceeding 12 months from the referral date that has not been transferred to FTB-COD pursuant to Section 3.7.4
  - Any account that CONTRACTOR has referred to FTB Interagency Intercept Collection pursuant to Section 3.7.5 that remains unresolved.
  - All accounts referred to CONTRACTOR for a period exceeding 12 months from the referral date that have no payment on the account for the past consecutive 90 days.

3.7.5 Transfer of accounts to Franchise Tax Board Court Ordered Debt (FTB COD)

- CONTRACTOR shall have the capability to interface with the FTB COD Program.
- Upon direction from COUNTY/COURT, the CONTRACTOR shall transmit selected collection inventory to the FTB COD for secondary collection efforts. COURT reserves the right to process referrals directly to FTB COD.
- Immediately upon transfer, CONTRACTOR shall transmit account information to update COURT collection management system.
- Upon referral of an account to FTB COD, CONTRACTOR shall cease all collection activity on the account but, at a minimum, remain responsible for the following:
  - CONTRACTOR shall electronically send and receive account information to FTB COD in a format agreed upon by COUNTY/COURT and FTB COD.
  - Payment information received by CONTRACTOR from FTB COD will be electronically transmitted by the CONTRACTOR to COUNTY/COURT. The CONTRACTOR will be responsible for updating the CONTRACTOR'S collection system and transmitting payment information to COUNTY/COURT using the process described in Section 3.10 – Transmission of Account Information.
  - CONTRACTOR shall mail a notice to the debtor advising them that the CONTRACTOR no longer is pursuing collections, and the account has been referred to FTB COD.
  - Upon approval from COUNTY/COURT, CONTRACTOR may be required to refund to the debtor any over-collected amount received from FTB COD.
  - CONTRACTOR will be responsible for all costs associated with programming identification, transfer and separate reporting of accounts referred to the FTB COD.
  - CONTRACTOR shall schedule arraignment hearings, if applicable, and respond to inquiries from debtors, as necessary.
  - On a weekly basis, CONTRACTOR shall provide COURT with a report of arraignment hearings schedule for cases referred to FTB COD.

REFERRAL TYPE	*Estimated Annual Case Volume
Franchise Tax Board Court Ordered Debt	50,000

*Case volume provided is an estimate only. COUNTY/COURT **does not** guarantee any particular annual volume of accounts referred.

3.7.6 Collections Transfer of accounts to Franchise Tax Board Interagency Intercept Program (FTB TIP)

- CONTRACTOR shall have the capability to interface with the FTB Tax Intercept Program (FTB TIP).
- CONTRACTOR shall transmit selected collection inventory to FTB TIP for secondary collection efforts at the direction of COUNTY/COURT. COURT reserves the right to process referrals directly to FTB TIP.
- Upon referral of an account to the FTB Tax Intercept, CONTRACTOR shall remain responsible for the following:
  - CONTRACTOR shall electronically send and receive account information to FTB TIP in a format agreed upon by COUNTY/COURT and FTB TIP.
  - CONTRACTOR shall attempt and obtain debtor Social Security Number via skip tracing tools (e.g., LexisNexis).
  - Payment information received by CONTRACTOR from FTB TIP will be electronically transmitted by the CONTRACTOR to COUNTY/COURT. The CONTRACTOR will be responsible for updating the CONTRACTOR'S collection system and transmitting payment information to COUNTY/COURT using the process described in Section 3.10 – Transmission of Account Information.
  - CONTRACTOR shall mail a notice to the debtor advising them that the CONTRACTOR no longer is pursuing collections, and the account has been referred to FTB TIP.
  - Upon approval from COUNTY/COURT, CONTRACTOR may be required to refund to the debtor any over-collected amount received from FTB TIP.
  - CONTRACTOR will be responsible for all costs associated with programming identification, transfer and separate reporting of accounts referred to the FTB TIP.
  - CONTRACTOR shall be responsible for all costs associated with placing the accounts with FTB Tax Intercept.
  - CONTRACTOR shall be responsible for any costs associated with obtaining the debtors Social Security Number.
  - CONTRACTOR shall schedule arraignment hearings, if applicable, and respond to inquiries from debtors, as necessary.

- On a weekly basis, CONTRACTOR shall provide COURT with a report of arraignment hearings schedule for cases referred to FTB TIP.

REFERRAL TYPE	*Estimated Annual Case Volume
Franchise Tax Board Tax Intercept	100,000

*Case volume provided is an estimate only. COUNTY/COURT **does not** guarantee any particular annual volume of accounts referred.

3.8 PROCESSING DEBTOR PAYMENTS

3.8.1 Transfer of Funds

CONTRACTOR shall establish a separate bank account designated solely for processing debtor payments under the Contract and shall deposit all financial instruments (e.g., cash, checks, credit card remittances, etc.) received as debtor payments into this bank account (CONTRACTOR Bank Account). Each business day CONTRACTOR shall prepare an accounting of all debtor payments received on that day for specific litigation types, reconcile the account for any adjustments and transfer all funds into a designated COUNTY of Los Angeles Bank Account (COUNTY Bank Account) no later than 2:00 p.m. (PST) the following business day. For payments that cannot be transferred via the automated payment file and must be made via check, the CONTRACTOR shall transfer debtor payments for specified litigation types via check payable to the COURT once per month within five (5) business days of the end of the calendar month.

- Except where payments are unidentified, all payments shall be updated in CONTRACTOR'S computer system within one (1) business day.
- CONTRACTOR shall have a process to determine unidentified cases (see Section 3.8.3 - Unidentified Payments).
- All financial instruments, except personal checks (see Section 3.8.6), shall be deposited in the CONTRACTOR Bank Account as soon as received but no later than the close of the business day of their receipt.
- COUNTY will establish and have sole ownership over the COUNTY Bank Account. CONTRACTOR shall not have the right to withdraw funds from the COUNTY Bank Account.

3.8.2 Automated Clearing House Transfers and Reporting

The Automated Clearing House (ACH) transfer must equal the sum of all the payments on the daily payment report which include unidentified payments, other collections not on the payment report, less non-sufficient funds check amounts for that date. The dates of the ACH transfer and payment report must match.

3.8.3 Unidentified payments

Unidentified payments are those that the CONTRACTOR is unable to determine debtor identity (e.g., debtor mails payment to CONTRACTOR and does not provide identifying information). Unidentified payments received by CONTRACTOR shall be deposited daily into the CONTRACTOR Bank Account and ACH transferred into the COUNTY Bank Account.

- CONTRACTOR shall attempt to identify all unidentified payments within the thirty (30) calendar days of payment being received. If the CONTRACTOR cannot identify payment(s), the CONTRACTOR shall, by the fifth (5) business day of each following month, provide COUNTY/COURT with a report listing unidentified payments and attach any documents received with the payment (e.g., mailing envelope, enclosures). CONTRACTOR shall not issue any refunds on unidentified cases.
- CONTRACTOR shall not receive compensation on unidentified cases.

3.8.4 Incorrect Account Payments and Adjustments

On cases where CONTRACTOR applies payment to an incorrect account or case, CONTRACTOR shall provide COUNTY/COURT with a daily report listing the correct case where the payment should be applied. If payment should be refunded, CONTRACTOR shall provide supporting documentation.

- If CONTRACTOR transfers funds that are determined not to belong to a COUNTY/COURT referral, the CONTRACTOR shall provide documentation and submit a written request for refund.
- If CONTRACTOR believes that an adjustment to the COUNTY Bank Account is necessary, CONTRACTOR shall inform COUNTY/COURT of the following:
  - The amount in dispute
  - The reasons for the adjustments
  - Copies of any documentary evidence that supports CONTRACTOR'S claim

3.8.5 Cashier Variances / Discrepancies in Amounts Collected and Receipted

CONTRACTOR shall be responsible for all cashier variances, losses and other discrepancies between amounts collected and receipted by CONTRACTOR, such as shortages, counterfeit bills, etc. CONTRACTOR shall reimburse COUNTY/COURT for cashier variances, losses and any other discrepancies between amounts collected and receipted by CONTRACTOR on the day of collection.

3.8.6 Personal Check / Credit Card Verification

CONTRACTOR shall hold all personal checks received for five (5) days prior to transmitting payment to the COURT to determine whether the personal checks submitted by debtors are valid and are covered by sufficient funds. CONTRACTOR shall obtain verification or authorization for every credit card transaction submitted by a debtor.

3.8.7 Returned Checks

In the event a debtor submits a personal check that is returned to CONTRACTOR Bank Account as non-sufficient fund checks ("NSF"), or because the checking account is closed, CONTRACTOR shall attempt to recover those funds. If CONTRACTOR is unable to recover the funds within thirty (30) calendar days, CONTRACTOR may then recover monies on a Deposit Reconciliation by listing the NSF amount(s). The CONTRACTOR may assess a returned check fee to the check writer not to exceed $25 dollars.

CONTRACTOR shall submit to COUNTY/COURT a detailed NSF report by individual court locations that includes, at minimum, the following:

- Defendant name
- Citation/Case number
- NSF amount
- Receipt number

3.8.8 Credit Card Fees, Collection Costs, etc.

CONTRACTOR shall not pass any other additional fees not referred by COUNTY/COURT (e.g., collection costs, check verification fees, credit card fees, etc.) on to the debtor or COUNTY/COURT with one exception:

- Any associated costs incurred by the CONTRACTOR in instituting the involuntary payment actions listed in Section 3.6.2 may be passed on to the debtor.

3.8.9 Segregation of Accounts

The CONTRACTOR shall segregate all accounts referred by COUNTY/COURT from all other CONTRACTOR accounts (see

Section 3.8.1 – Transfer of Funds). All information relating to the accounts referred and assigned shall be kept confidential and shall not be open to examination for any purpose not directly connected with the servicing of the accounts by the CONTRACTOR.

The CONTRACTOR must track accounts by court locations and category of account. (Refer to Section 1.3.1 – Referral Data).

3.8.10 Internal Control Procedures for CONTRACTOR Staff at Court Locations

3.8.10.1 Cash handling and record keeping duties shall be appropriately separated by assigning different CONTRACTOR staff responsible for each duty. Any cash received should be receipted immediately and put in a safe or other secured location.

3.8.10.2 CONTRACTOR shall restrictively endorse all checks and money orders when the mail is opened each day. Immediately after receiving, payments shall be logged into a Control Log showing the date of payment, payment instrument (e.g., check, money order, cash), debtor's name, amount received, case number (if available) and number of the payment instrument. The Control Log is reviewed and signed by an employee with supervisor rank or greater. Payments should be posted immediately to the CONTRACTOR computer system and a system generated receipt report is reviewed and signed by a supervisor matching the Control Log. The actual checks and money orders should be locked in a secure location with restricted or limited access until deposited during or at the end of the day. This location should remain locked during the day. Two (2) independent adding machine tapes, or other verification approved by COUNTY/COURT, should be run on the receipts and compared to actual cash and checks, and initialed by the two (2) mail openers.

3.8.10.3 All walk-in payments shall be receipted in the presence of the debtor by a CONTRACTOR employee who does not have the ability to post collections to debtor accounts.

3.8.10.4 Mail and walk-in payments shall be picked up by a CONTRACTOR employee for deposit in accordance

with section 3.8.1, who does not have cash handling duties or access to accounting records. This requirement can also be satisfied by the use of a private courier service to pick up the mail and walk-in payments, which is to be arranged by the CONTRACTOR. CONTRACTOR shall not use COURT courier services. Mail should be opened by at least two (2) employees in order to document and verify the amount of mail payments. These employees should not have access to accounting records or be collectors.

3.8.10.5 CONTRACTOR shall use receipts that are electronically system generated and controlled but in the event of system incapacity, offer pre-numbered, multi-part forms with copies for the debtor, accounting offices and one retained as a control copy. Each copy must be marked for distribution. Receipts are to be issued by CONTRACTOR'S clerical/administrative staff not by CONTRACTOR'S collectors.

- Issued receipts shall be numerically controlled and kept in a secure place. Office management staff should maintain accountability for all receipt stock and all used and voided receipts.
- A copy of the receipt must be given to the debtor by the CONTRACTOR'S clerical/administrative staff not by CONTRACTOR'S collectors. Signage should be posted in English and Spanish instructing the debtor to request and obtain a receipt from clerical/administrative staff.
- Receipts shall be used in numerical order.

3.8.10.6 All cash is to be secured and the receipt used for posting purposes. Unidentified, post-dated and NSF checks shall be accounted for and listed on a separate log that provides a complete audit trail from receipt to disposition.

3.8.10.7 CONTRACTOR'S office management staff shall reconcile the amount of mail and walk-in payments to the total deposit each day. The office management staff shall receive one (1) copy of the mail payment's tape and the amount of walk-in payments and compare them to the amount of the daily deposit slips and the post-dated and unidentified check logs.

3.8.10.8 CONTRACTOR shall submit written internal control procedures to COURT PM prior to commencement of contract. Written internal control procedures shall be maintained and periodically updated as necessary. CONTRACTOR personnel shall at least annually be instructed in said procedures. Office management staff shall continuously monitor operations to ensure compliance therewith. New employees shall be instructed within the first two (2) weeks of hire.

3.9 DEBTOR SERVICES

3.9.1 Telephone Services

CONTRACTOR shall provide a toll-free telephone number (e.g., 800 area code, etc.) so that debtors may be able to:

- Obtain information on the debt, such as status, amount due, payment options, etc.
- Schedule a court appearance
- Remit payment
- Establish a payment plan

CONTRACTOR shall provide an option that offers multilingual translation services in Spanish, Armenian, Chinese Mandarin, Korean and Vietnamese, provided by either multilingual collection staff and/or third-party services (e.g., Certified Languages, Inc.).

CONTRACTOR shall also provide a toll-free telephone number (e.g., 800 area code, etc.) for the hearing impaired with a telecommunication device (TTY/TDD) that offers the services specified above.

CONTRACTOR'S telephone services shall be available 24 hours a day, 7 days a week.

3.9.2 Internet Services

CONTRACTOR shall create and maintain a comprehensive website that allows a debtor to create and update a personal account profile(s), make payment(s), enter into installment payment plans and check balance(s) via the internet on the CONTRACTOR'S website.

COUNTY/COURT shall approve the website's form, functionality and available content and CONTRACTOR shall make programming

changes and updates at the direction of COUNTY/COURT. CONTRACTOR'S website shall maintain full compliance with applicable statutes and guidelines.

CONTRACTOR and COUNTY/COURT shall develop and maintain a website link between COUNTY/COURT and CONTRACTOR'S website.

3.9.3 Business Office/Call Center Locations and Services

CONTRACTOR shall have at least one (1) fully operational business office by the end of the Transition Period (see Section 4.0 – Implementation of Service). The business office/call center shall be open Monday through Friday from 6:00 a.m. through 7:00 p.m. PST. In addition, the business office/call center shall be open from 6:00 a.m. through 12:00 p.m. PST on Saturdays, and shall offer the following services which allow debtors to:

- Obtain information on the debt, such as status, amount due, payment options, etc.
- Schedule a court appearance
- Establish a payment plan
- CONTRACTOR shall provide multilingual translation in Spanish, Armenian, Mandarin Chinese, Korean and Vietnamese by own staff and/or third-party service (e.g., Certified Languages, Inc., etc.).

Business office/call center hours may be modified with the approval of the County/Court.

3.9.4 Debtor Refunds – Issuance and Determination of a Debtor Refund & Collection Fees on an Account when Monies are Refunded

COURT has the sole authority to issue debtor refunds and determine whether a refund is due. If CONTRACTOR believes that a refund should be issued to a debtor, CONTRACTOR shall provide COUNTY/COURT with the following information:

- The debtor's name, receipt and account numbers
- The amount in dispute
- The reasons for the refund
- Supporting documentation
- COUNTY/COURT will not compensate CONTRACTOR for services in the event COUNTY/COURT refunds the entire amount of collected money to a debtor (see Section 3.13.3 - Invoices which include Account NSF Checks, or Account with a Debtor Refund).

- In the event of a partial refund, the Collection Fee shall be adjusted to the amount of collected money retained by COUNTY/COURT.

3.9.5 Customer Service

3.9.5.1 Complaints

- The term "complaint" refers to any written, electronic or verbal protest lodged by a debtor, which alleges that CONTRACTOR, or one of its employees, engaged in inappropriate, unfair or harsh method(s) of collection, or conduct.
- In the event CONTRACTOR receives any verbal complaint, the CONTRACTOR shall immediately notify the COURT PM by telephone or email. The verbal notification shall be followed up in writing within three (3) business days.
- In the event the CONTRACTOR receives any written complaint, the CONTRACTOR shall immediately notify the COURT PM by telephone or email. The CONTRACTOR shall provide the COURT PM with a copy of any written complaint within three (3) business days of receipt.
- CONTRACTOR shall promptly investigate all complaints and provide a written report to the COURT PM regarding the disposition of each verbal and written complaint within fourteen (14) business days of receiving the complaint. At minimum the report shall include the following:
  - A copy of the complaint (if applicable)
  - Identification by name of CONTRACTOR employee(s)
  - Results of the investigation
  - A statement describing the corrective action taken to resolve and avoid a reoccurrence of such a complaint, if applicable
  - A response letter to the customer when directed by the COURT PM, if applicable
- CONTRACTOR shall also maintain a Complaint Tracking Log (Attachment A) and a system to track complaints to the individual accounts and CONTRACTOR employee(s) handling the account. CONTRACTOR shall provide copy of the log to the COURT PM each month covering

the prior month's activities.

3.9.6 Dispute of the Outstanding Balance

In the event a debtor disputes the bail on an Infraction/ Misdemeanor with Unadjudicated Bail, CONTRACTOR shall verify the case records with the Revenue Enhancement Unit and upon verification, continue with collection activities. If debtor continues to dispute, CONTRACTOR will inform the debtor that they may schedule a court appearance to dispute the balance/amount. CONTRACTOR shall suspend all collection activities immediately when the debtor schedules a court appearance. Collection activities shall resume only when directed by COUNTY/COURT (see Section 3.5 - Court Appearances).

3.9.7 Claim of Death

Upon receipt of a certified copy of a death certificate, CONTRACTOR shall forward to COUNTY/COURT a copy of the correspondence and the certified copy of the death certificate and deem the account uncollectible.

CONTRACTOR shall verify claims of death for which a certified copy of a death certificate is not received against the Social Security Administration Master Death File.

3.9.8 Claim of Incarceration

In the event the debtor submits documentary evidence which indicates that the debtor is incarcerated, CONTRACTOR shall forward to COUNTY/COURT a copy of the correspondence and the documentary evidence. Collection activities shall be suspended if the debtor is determined to be incarcerated 364 days or less. CONTRACTOR shall resume collection activity at the end of the incarceration period. For debtors incarcerated 365 days or more, the account shall be deemed uncollectible and returned to the COUNTY/COURT.

3.10 TRANSMISSION OF ACCOUNT INFORMATION

3.10.1 Data transmissions mentioned below will be processed by real-time application programming interface ("API") and/or an automated batch process by electronic file transfers. CONTRACTOR shall provide daily back-up provisions for electronic data. COURT will refer account information from multiple automated case management and information systems with multiple file layouts including but not limited to:

- Tyler Technologies' Enterprise Justice (formally Odyssey) case management - source of Infractions and Misdemeanors with Adjudicated and Unadjudicated Bail and Fine accounts and Adjudicated Misdemeanor and Felony delinquent accounts.
- Journal Technologies' eCourt case management – source of Civil, and Attorney Sanctions.
- JMIS – source of Juror Sanctions.
- Payment information from accounts referred via Tyler Technologies will be entered into the case management system.
- Payment information from accounts referred via eCourt will be entered into the case management system.

CONTRACTOR shall modify data transmission specifications, procedures and protocols when requested by COUNTY/COURT.

COURT reserves the right to add additional litigation types to the electronic file transfer process.

CONTRACTOR shall have the capability to develop and test the necessary interfaces with the COUNTY/COURT CMS prior to July 1, 2025. CONTRACTOR shall not be compensated for any development or programming changes necessary (i.e., changes due to legislation or policy decisions) to be able to interface with the COUNTY/COURT CMS and fulfill the requirements of this SOW.

3.10.2 Data Entry of Manual Referrals

CONTRACTOR shall be required to data input into their system any account information specified and referred by COUNTY/COURT that is a manual referral not transmitted through an interface with a case management system.

3.10.3 Determination of the Data to be Transmitted, Transaction Codes, etc.

- All data exchanges described in the processes below must be in compatible information system interfaces, specifications, code and formats as specified by COUNTY/COURT.
- The field definitions and specifications, data to be transmitted, and transaction codes for all the account information and/or electronic files listed below will be determined by COUNTY/COURT and CONTRACTOR.

3.10.4 Referral Information – Referrals from Case Management

System (CMS)

- COUNTY/COURT, at its discretion, shall refer delinquent accounts from the CMS to CONTRACTOR.
- COUNTY/COURT may refer delinquent accounts to CONTRACTOR by using the Odyssey Configuration Integration Publisher that allows COUNTY/COURT to send information directly to CONTRACTOR's web service endpoint in the form of an XML message for CONTRACTOR's consumption or by using a collections export file batch process determined by COUNTY/COURT. Illustrative sample is provided in (Attachment B).
- COUNTY/COURT may refer delinquent accounts to CONTRACTOR by using eCourt API interfaces that allows COUNTY/COURT to send information directly to CONTRACTOR's web service endpoint in the form of an XML message for CONTRACTOR's consumption or by using a collections export file batch process determined by COUNTY/COURT.
- COURT Referrals shall correspond to CMS referral file specifications and may be subject to change.

3.10.5 Re-Referral Information – Re-Referrals from CMS

- COUNTY/COURT shall re-refer debtors who have scheduled a court appearance through CONTRACTOR and subsequently failed to appear in court.
- COUNTY/COURT shall either re-refer debtors through the CMS referral file, or through an alternate mechanism developed by CONTRACTOR and COUNTY/COURT.

3.10.6 Payment Information

The sum of all payments on file transmissions, manual and electronic, must equal the amount deposited into the COUNTY Bank Account, the sum of all the deposit slips, and the sum of all the payments listed on the payment report (see Section 3.13.6 - Payment Reports).

3.10.7 Payment Information – For Accounts Referred via CMS

- At a frequency to be determined, but no less than once daily, CONTRACTOR shall submit current payment information to COUNTY/COURT via a mechanism developed by CONTRACTOR and COUNTY/COURT.
- CONTRACTOR may notify COUNTY/COURT of payment information by submitting information required by Odyssey API web services or by submitting a payment import file

specified by COUNTY/COURT. For API interface, the Odyssey Integration Toolkit web services will use the information to update appropriate Odyssey components. Illustrative sample is provided for in (Attachment D).

- CONTRACTOR may notify COUNTY/COURT of payments collected by submitting information required by eCourt API web services or by submitting a payment import file specified by COUNTY/COURT. For API interface, the eCourt web services will use the information to update appropriate eCourt components. The payment file shall correspond to CMS file specifications and may be subject to change.

3.10.8 Uncollectible Information – For Accounts Referred via CMS

- As requested by COUNTY/COURT, CONTRACTOR shall return accounts deemed uncollectible to COUNTY/COURT via electronic file.
- CONTRACTOR shall return such accounts to COUNTY/COURT with any updated account information obtained (e.g., addresses, telephone numbers, Social Security Numbers, etc.).
- The uncollectible file shall correspond to COUNTY/COURT CMS specifications.

3.10.9 Court Appearance Information

At minimum once each day or a frequency specified by COUNTY/COURT and in a manner specified by COUNTY/COURT, CONTRACTOR shall submit court appearance information.

3.10.10 Updated information to CONTRACTOR on COUNTY/ COURT Accounts

As needed, COUNTY/COURT will inform CONTRACTOR with any updated account information. A mechanism to provide this information to CONTRACTOR will be developed by CONTRACTOR and COUNTY/COURT.

3.10.11 Updated Information on COUNTY/COURT Accounts from CONTRACTOR

- As requested by COUNTY/COURT, CONTRACTOR shall submit updated account information obtained (e.g., addresses, telephone numbers, Social Security Numbers, etc.).
- As requested by COUNTY/COURT, the Updated Account Information File shall correspond with the CMS specifications,

and/or other alternative formats as specified by COUNTY/COURT.

3.10.12 Modification of file layouts

COUNTY/COURT has the right to modify file layouts identified above and COUNTY/COURT shall provide CONTRACTOR with new file layouts and a reasonable time period to implement.

3.11 COLLECTIONS ONLINE REQUIREMENTS

3.11.1 CONTRACTOR shall provide designated COURT staff with "On-line" access, or a direct computer link to CONTRACTOR'S referred account database

- COURT locations with CONTRACTOR'S staff assigned (see Section 6.2.2 – CONTRACTOR'S Personnel at Various COURT Locations) will require full access to the CONTRACTOR'S computer system (e.g., input, inquiry, etc.)
- Designated COURT staff will require inquiry access only to the CONTRACTOR'S computer system.

3.11.2 On-line Capabilities

At minimum the on-line system shall provide the following information:

- Account Number
- Debtor Name
- Debtor Address
- Identifying Information (e.g., Date of Birth, Driver's License Number and Social Security Number)
- Court Appearance Date
- Updated/Current Address (e.g., addresses found via Skip Tracing)
- Account Status (e.g., Paid, Open, Closed, Withdrawn, Uncollectible)
- Amount Due
- Amount Paid
- Balance Due
- Last Date of Payment
- Last Notice Date
- Account History
- General Comments

3.12 FEES FOR SERVICES

3.12.1 Invoices

CONTRACTOR shall invoice COUNTY/COURT only for collection fees for services that have resulted in the remittance of financial instruments (e.g., cash, checks, credit card remittances, etc.) to CONTRACTOR and subsequent deposit of the financial instruments into COUNTY Bank Account. CONTRACTOR shall not be compensated for activities on accounts for which debtor payments are not obtained.

CONTRACTOR shall be compensated only for services that result in the collection of revenue. COUNTY/COURT will not compensate CONTRACTOR for expended services in the event debtor payment is not obtained.

The amount of the CONTRACTOR'S invoices shall be calculated in accordance with the following formula: Commission Rate (%) x total collections deposited in COUNTY Bank Account during the period of the invoice.

CONTRACTOR shall submit to COUNTY/COURT an invoice each month by the 5th business day of the month for the prior month's deposits to the COUNTY Bank Account. Invoice shall be presented to COUNTY/COURT under the conditions and with the information set forth in Section 3.13.1 – Cycle for Submission of Invoices. An invoice without the required information will not be approved for payment.

All invoices submitted by the CONTRACTOR for payment must have the written approval of the COURT PM prior to any payment thereof. In no event shall COUNTY/COURT be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than three (3) weeks from receipt of properly prepared invoices by the COURT PM.

3.12.2 Payment on Accounts with a Court Appearance after referral

In the event a debtor appears in court and subsequently pays the debt, COUNTY/COURT will compensate CONTRACTOR the amount that is adjusted (e.g., if a debtor's balance is reduced from $550.00 to $350.00 at a court appearance, and payment is made, the Collection Fee will be based on the new court ordered amount).

3.12.3 Dismissed Accounts

CONTRACTOR shall not receive compensation on any account that has been dismissed or suspended at a court appearance wherein a

subsequent court fee has been imposed or otherwise dismissed or suspended by judicial order.

CONTRACTOR shall not receive compensation on an account where community service has been granted in lieu of fine.

3.12.4 Failure to Pay Accounts

- CONTRACTOR shall not receive compensation on an account in the event a debtor fails to pay the debt after a court appearance.
- COUNTY/COURT reserves the right to take actions deemed necessary to recover debt from a debtor who has failed to pay after a court appearance.
- CONTRACTOR shall not receive compensation in the event that COUNTY/COURT, one of its agents, or another service provider, recovers revenue on a debtor who failed to pay the debt after a court appearance.

3.12.5 Partial Payments/Prorated Fees

The Commission Rate shall be based on the amount of gross revenue collected. For example, if a partial payment is made, commission shall only be paid on the partial payment amount.

3.12.6 Payment on Accounts Deemed Uncollectible, or Withdrawn by COUNTY/COURT

COUNTY/COURT will not compensate CONTRACTOR for an account collection if the debtor's payment, in whole or part, is received by COUNTY/COURT, one of its agents, another service provider, or the CONTRACTOR after an account has been returned by CONTRACTOR to COUNTY/COURT as Uncollectible or for accounts withdrawn by the COUNTY/COURT.

3.12.7 Accounts with NSF Checks

- CONTRACTOR shall not receive compensation for services in the event a debtor submits a NSF check or a chargeback is received on a debit/credit card transaction.
- Bank imposed NSF check fees charged to the CONTRACTOR may be added (maximum of $25.00) to the account balance. CONTRACTOR may attempt to collect bank imposed fees after the COURT referral amount is satisfied. CONTRACTOR shall not receive compensation from COUNTY/COURT on NSF check fees charged to the CONTRACTOR. CONTRACTOR shall not transmit or pass bank-imposed fees to COUNTY/COURT.
- CONTRACTOR is not entitled to commission on bank-

imposed fees.

3.13 REVENUE RECOVERED BY CONTRACTOR

CONTRACTOR shall not deduct its fee directly from any collected revenue. CONTRACTOR shall receive payment from COUNTY/COURT by submitting an invoice as identified in Section 3.12 of this SOW.

3.13.1 Cycle for Submission of Invoices CONTRACTOR shall submit an invoice once per month. Invoices shall only include collection fees.

- Invoices must correspond with and include an itemized list of the ACH transfers into the COUNTY Bank Account made during the billing cycle.
- The invoice should be itemized by litigation type and case and include, at a minimum, the following information:
  - Case Number
  - Party ID
  - Client Code
  - Date Paid
  - Debtor Name
  - Amount Referred
  - Amount Paid on the Invoice
  - Total Amount Paid to Date
  - CONTRACTOR'S Commission Cost on Current Payment
  - CONTRACTOR'S Total Commission Cost Charged to Date
  - Civil Assessment Amount Collected, if applicable
  - Total Civil Assessment Amount Collected to Date, if applicable
  - Fine Amount Enclosed
  - Total Fine Amount Collected to Date
  - Balance Due
- The invoice must be subtotaled for each COURT location.
- The invoice must be subtotaled by referral and litigation type (e.g., Traffic FTA, Traffic FTP, Criminal FTP, etc.)

3.13.2 Revenue Recovered after a Court Appearance

- CONTRACTOR'S invoices shall not include accounts which were set for a court appearance.
- In the event revenue is collected by COURT on accounts that were set for a court appearance, CONTRACTOR shall provide supporting documentation of the payment as instructed by COUNTY/COURT. COUNTY/COURT will determine the total amount to be compensated for each

monthly billing cycle, and will compensate CONTRACTOR accordingly.

3.13.3 Invoices which include Accounts with NSF Checks, Chargebacks or Accounts with a Debtor Refund:

- COUNTY/COURT will not compensate CONTRACTOR for services provided on accounts with NSF checks, chargebacks or debtor refunds.
- In the event of a partial refund, COUNTY/COURT will remit to CONTRACTOR a collection fee that is adjusted to the amount of collected money retained by COUNTY/COURT.
- In the event invoices include accounts with NSF checks, chargebacks or debtor refunds, COUNTY/COURT will deduct the amounts of the NSF checks, chargebacks or the debtor refunds from the invoice.
- In the event CONTRACTOR is compensated for accounts with NSF checks, chargebacks or debtor refunds, COUNTY/COURT will deduct the appropriate remitted amount from CONTRACTOR'S next invoice.

3.13.4 Reporting Requirements

At a minimum, the CONTRACTOR shall generate and provide the following reports to COUNTY/COURT no later than the tenth business day of each month:

- A summary listing of accounts by account type referred in a given month;
- A summary description of account activity and status. This report should include, but may not be limited to the following: case number, status, amount due, amount paid, balance, collection activities and court appearances;
- A summary description of month-to-date and year-to-date performance. This report should include, but may not be limited to: amount referred, amount collected, amount outstanding, amount adjudicated by the court, rate of collection, open accounts and paid accounts;
- The number of accounts with civil assessment added to the fine/bail;
- The number of debtors that paid their account in full within ten (10) days of the CONTRACTOR'S first collection letter;
- Gross and net placements and gross revenue collected;
- The number of court dates set by the CONTRACTOR

by individual court location;
- The number of installment plans received and initially set up;
- The average installment payment amount;
- The number of calls made by CONTRACTOR;
- The number of calls received by CONTRACTOR;
- The number of collection letters sent by CONTRACTOR;
- The number of letters returned undeliverable;
- A detailed listing of all accounts deemed to be uncollectible;
- On an as-needed basis, provide a report, which lists all currently active accounts for which collection is still being pursued.

- A quarterly aged inventory report
- The format and appearance of the above reports will be determined by COUNTY/COURT.
- COUNTY/COURT reserves the right to request additional ongoing and or ad hoc reports as deemed necessary.

3.13.5 Judicial Council of California (JCC) Report

On an annual basis, the Superior Courts of the State of California and the Counties of the State of California are required to complete and submit to the JCC a *Collections Reporting Template* with aggregate referred and collected amount for all COUNTY/COURT collections programs to which Contractor is providing collections services. At no additional costs to COUNTY/COURT, CONTRACTOR shall provide the required data to COUNTY/COURT on a quarterly and annual basis. The current data that needs to be provided is included in the Collections Reporting Data (Attachment F – subject to change).

3.13.6 Payment Reports

Once each business day, CONTRACTOR shall submit a payment report via email to COUNTY/COURT.

- The sum of all the payments listed on the payment report must equal the amount transferred via ACH into the COUNTY Bank Account, the sum of all the payments on the electronic file and/or payment tapes.
- The payment report shall provide a detailed list of all debtors who paid, including, but not limited to the following elements:
  - Receipt number
  - Client code
  - Account number
  - First and last names

- Type of financial instrument used to make payment (e.g., cash, checks, credit cards, etc.)
- Amount paid

- The payment report should be sorted by receipt number.
- The payment report shall include grand totals for the number of accounts paid and the amounts collected.
- In the event no payments were received, CONTRACTOR shall submit a payment report, which indicates that no payments were received.

3.14 Return of Accounts

Upon termination of the Contract by either COUNTY/COURT or CONTRACTOR, CONTRACTOR shall return to COUNTY/COURT all accounts, and copies of records and information in their possession relating to said accounts such as refreshed addresses, which were obtained by CONTRACTOR.

3.14.1 Accounts and related information will be returned in the formats specified in Section 3.10 -Transmission of Account Information, or in alternative formats as specified by COUNTY/COURT.

3.14.2 At the end of the Contract period, CONTRACTOR shall promptly return to COUNTY/COURT all previously referred accounts and all records and/or files pertaining to such accounts. In no case shall CONTRACTOR continue working the accounts and no commissions will be paid on monies received by the CONTRACTOR from the debtors upon termination of the Contract.

3.14.3 All account payment funds received by CONTRACTOR after contract termination shall be forwarded to COUNTY/COURT within three (3) business days of receipt. Any post-dated checks in CONTRACTOR'S possession will be voided and given to COUNTY/COURT to arrange for replacement from the maker(s).

3.14.4 Any legal actions in progress at the time of contract termination shall be provided to COUNTY/COURT within fifteen (15) days of termination.

3.14.5 Within forty-five (45) days of termination of this Contract, CONTRACTOR shall submit to COUNTY/COURT, in the form and with the certification and reports as may be prescribed by COUNTY/COURT, its termination claim and invoice. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY/COURT may determine, on the basis of information available to COUNTY/COURT, the amount, if any, due

to CONTRACTOR in respect to the termination. Such determinations shall be final. After such determination is made, COUNTY/COURT shall pay CONTRACTOR the amount so determined.

3.14.6 CONTRACTOR shall house and maintain all records related to their Contract performance for a minimum of five (5) years after contract termination at their office(s). COUNTY/COURT will have the right to inspect these records at any time within this five (5) year period.

3.15 COLLECTION AMNESTY PROGRAM

Pursuant to any enacted California Statute(s) providing amnesty debt relief on delinquent debt(s) to specified individuals, COUNTY/COURT shall establish an amnesty program that will be administered in its entirety by the CONTRACTOR as directed by COUNTY/COURT.

As directed by COUNTY/COURT, CONTRACTOR shall segregate and perform collection activity on accounts eligible for amnesty.

CONTRACTOR shall accept only the amount authorized/specified by the COUNTY/COURT as full payment.

CONTRACTOR shall segregate and process payments received during the amnesty program in the same manner as described in Section 3.8 and/or as required by Judicial Council guidelines.

As required by Judicial Council guidelines, CONTRACTOR shall provide the required reporting of data of the Amnesty Program to COUNTY/COURT. (Attachment G). The CONTRACTOR shall be compensated only on the amount collected.

3.15.1 Advertising and Marketing Campaign

The CONTRACTOR shall provide advertising and marketing services for an Amnesty Program appropriate to the community, including but not limited to:

- Public Service Announcements (PSA) developed for the local community in radio and/or television (e.g. Spanish and other languages) with a message approved by COUNTY/COURT;
- Traditional advertising media services such as newspapers, magazines, posters, hand-out material, and mailed notices;
- Modern social media such as Instagram, LinkedIn, TikTok, X (formerly Twitter) and Facebook;
- A plan for the utilization of the above communication methods beginning not less than 90 days prior to the start of any program.

All proposed advertising and marketing services are to be pre-approved by COUNTY/COURT.

3.15.2 Reporting Requirements

CONTRACTOR shall comply with the reporting requirements set forth in any statute and in compliance with Judicial Council guidelines.

CONTRACTOR shall also provide real-time reports required by COUNTY/COURT through a dashboard that is accessible by the COUNTY/COURT. The dashboard shall include, but not be limited to, the following information:

- Account inventory
- Aged Inventory Report
- Collections year-to-date
- Collections month-to-date
- Collections based on age of case referral
- Number of accounts on payment plan
- Number of accounts defaulted on payment plan
- Number of accounts with no contact
- Number of accounts with no payments
- Number of accounts paid in full
- Deceased, incarcerated and other inactive statuses

The information above shall be available by litigation area. The CONTRACTOR shall provide sample reports to COUNTY/COURT for approval prior to the implementation.

3.15.3 Acknowledgement Report

Upon request, CONTRACTOR shall provide a complete list to the COUNTY/COURT of all accounts by account category each time the COUNTY/COURT refers accounts to CONTRACTOR. The report shall be provided within two (2) business days following the date the CONTRACTOR can access the referral, and will list as applicable:

- Party ID
- Debtor’s name
- Case number
- Bail or fine due date
- Amount of bail or fine referred

3.15.4 Daily Payment Transmittal Report

CONTRACTOR shall provide the COUNTY/COURT a daily payment information report, on the next business day, reflecting the prior day’s

payments. The daily payment transmittal report will include a listing of every account upon which payment has been made, and for each such account, where applicable:

- Party ID
- Debtor's name
- Case number
- Total paid
- Installment paid (if applicable)
- Amount paid with personal check that has not yet cleared

3.15.5 Daily Adjustment Report

On the business day following the processing of any adjustment on any account, CONTRACTOR will provide the COUNTY/COURT with a daily report of each account where an adjustment has been made to any amount referred or owed. In addition, the report will summarize each day's adjustment reasons by category of "Cash" or "Non-Cash." Examples of adjustment reasons are as follows:

(a) Cash-related Adjustment
~Returned Check
~Misapplied Payment
~Overpayment

(b) Non-Cash related Adjustment
~Referred in error by COURT
~Incorrect referral amount
~Payment collected by COURT (only in the event of payment taken by COURT since all forms of payments should be directed to the CONTRACTOR).

3.15.6 Account Status Report

Upon request, CONTRACTOR will provide COURT with a complete listing of all such COURT accounts, by location, currently held by the CONTRACTOR. The report shall be in an electronic media that does not require the CONTRACTOR or COURT to produce a hard copy report. The account status report will include all relevant information deemed necessary by COUNTY/COURT and include at minimum where applicable, 1) party ID; 2) debtor's name; 3) case number; 4) bail or fine amount referred; and 5) total payment and adjustments 6) installments; 7) fines/fees and assessments reduced. The account status report will be sorted alphabetically by debtor's last name.

3.15.7 Collection Analysis Report

Within five (5) business days after the end of each calendar month, or unless otherwise agreed in writing, Contractor will provide a

summary of collections for the month and include referrals in numbers and dollar value, gross collections in dollars and percentages matched against the month the account was placed, non-cash adjustments and commission expense in dollars and percent, and accounts remaining.

3.15.8 Transition Services

Upon termination of the Amnesty Program, CONTRACTOR shall continue to forward all payments received on any accounts referred by COUNTY/COURT. If payment activity continues on an account after termination and said account does not default from the program, the payments are forwarded to the COUNTY/COURT until satisfaction of the debt according to program parameters and the COUNTY/COURT will pay CONTRACTOR the commission rate identified for the Amnesty Program. If upon termination of the Amnesty Program there is no payment activity on account for 90 days and said account is in default of the Amnesty Program, the CONTRACTOR will cease collection activity and refer account to the Franchise Tax Board Court Ordered Debt collection program. CONTRACTOR will not receive commission from payment on accounts referred to other agencies or collection entities after termination of the Amnesty Program.

3.16 SPECIAL COLLECTIONS PROGRAMS

COUNTY/COURT will provide specifications for collection programs unique to COUNTY/COURT and CONTRACTOR shall implement and administer the programs as directed.

3.16.1 Manual Fines/Fees Referrals

As directed by COUNTY/COURT, CONTRACTOR shall accept manual referrals of certain fines/fees by maintaining a transmittal log and data entering case information received from COUNTY/COURT via hard copy. Upon collecting payment, CONTRACTOR will submit a report listing the case number, defendant's name, court location, payment date, receipt number, and amount paid (full or partial). Payment processing shall follow procedures specified in section 3.8 Processing Debtor Payments.

4.0 IMPLEMENTATION OF SERVICE

4.1 IMPLEMENTATION DEADLINE

CONTRACTOR shall meet and implement the full range of services and requirements described in this SOW within four (4) weeks of the Los

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Angeles COUNTY Board of Supervisors' approval of the contract between COUNTY/COURT and CONTRACTOR.

4.2 INTERFACE WITH COURT CASE MANAGEMENT SYSTEMS

CONTRACTOR shall have the capability to develop and test the necessary interfaces with the COUNTY/COURT CMS prior to July 1, 2025. However, depending on the availability of COURT resources necessary to implement the programming changes to support referrals to multiple primary vendors, initial referrals to CONTRACTORS may be implemented on a staggered basis.

4.3 TRANSITION PLAN

CONTRACTOR must provide a transition plan detailing how they will implement the full range of services and requirements described in this SOW within fifteen (15) business days after contract execution.

5.0 COUNTY/COURT RESPONSIBILITIES

5.1 COUNTY PROJECT DIRECTOR

COUNTY/COURT shall appoint a COURT Project Director ("CPD") that will have overall responsibility for managing the Contract and the work to be performed by the CONTRACTOR.

5.1.1 CPD Functions

The CPD shall perform the following functions:

- Ensure that the objectives of this Contract are met.
- Provide direction to CONTRACTOR in areas related to COUNTY/COURT policy, information requirements and procedural requirements.
- The CPD will not be authorized to make any changes in any of the terms and conditions of this Contract and will not be authorized to further obligate the COUNTY/COURT in any respect whatsoever.

5.2 COURT PROJECT MANAGER

COUNTY/COURT shall appoint a COURT Project Manager ("Court PM") that will have responsibility for the day-to-day management of the work to be performed. The Court PM shall be the primary contact person between the COUNTY/COURT and the CONTRACTOR and shall confer with the CONTRACTOR'S Project Manager on a regular basis.

5.2.1 COURT PM Functions

The Court PM shall perform the following functions:

- Oversee the deliverables and invoices from CONTRACTOR.
- Review, approve and recommend all correspondence related to this Contract.
- Approve the assignment of CONTRACTOR'S Project Manager and employees. The Court PM may request the removal of the CONTRACTOR'S Project Manager and/or other employee if the Court PM determines that it is in the best interest of the COUNTY/COURT.
- Monitor, evaluate and prepare periodic reports on CONTRACTOR'S performance.
- Provide instruction to CONTRACTOR'S Project Manager regarding clerical staff facility assignments in accordance with Section 6.2.2 – CONTRACTOR'S Personnel at Various Locations.
- The Court PM will not be authorized to make any changes in any of the terms and conditions of this Contract and will not be authorized to further obligate the COUNTY/COURT in any respect whatsoever.

5.3 COLLECTIONS WORK AREAS AND TELEPHONE LINES

If COUNTY/COURT determine that CONTRACTOR is to provide staff at designated high-volume courthouses that would benefit from having CONTRACTOR staff on-site, COURT will provide CONTRACTOR on-site staff with work areas and telephone lines. COURT will permit CONTRACTOR'S employees access to COURT lunchrooms and restrooms where available.

6.0 CONTRACTOR'S RESPONSIBILITIES

6.1 CONTRACT PROJECT MANAGER

6.1.1 CONTRACTOR must provide and name a Contract Project Manager ("Contract PM") who shall act as a liaison for the CONTRACTOR and will have full authority to act on behalf of the CONTRACTOR in all matters related to the daily operation of the contract. The CONTRACTOR'S Contract PM must have at least five (5) years' experience managing collection projects of similar scope and complexity for courts or government agencies.

6.1.2 CONTRACTOR'S Contract PM shall be available to the Court PM for on-site consulting. CONTRACTOR'S Contract PM shall attend at

minimum monthly meetings to discuss and resolve problems at the direction of COURT PM.

6.1.3 CONTRACTOR'S Contract PM shall work with the Court PM to resolve any potential areas of difficulty before a problem occurs.

6.1.4 CONTRACTOR shall name a backup Contract PM. The CONTRACTOR'S backup Contract PM must have at least five (5) years' experience managing collection projects of similar scope and complexity for courts or government agencies. In the absence of CONTRACTOR'S Contract PM, the backup Contract Project Manager shall be available via telephone between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

6.1.5 CONTRACTOR'S Contract PM shall respond within twenty-four (24) hours to requests made by COUNTY/COURT between 8:00 a.m. and 5:00 p.m., Monday through Friday, and at other times as requested by the COURT PM.

6.1.6 The CONTRACTOR shall inform the COURT PM in writing of the name, address and telephone number of the individual designated to act as Contract PM and his/her backup.

6.1.7 CONTRACTOR shall provide the COURT PM with a current list of employees/management assigned to this contract, within five days after contract approval and at a minimum, every month to keep this list current during the term of this Contract.

6.1.8 CONTRACTOR shall provide small combination safe(s) for the CONTRACTOR'S clerical staff to store their revolving funds and any monies collected.

6.1.9 CONTRACTOR shall provide a representative for COURT collection meetings, as requested by the COURT PM.

6.1.10 CONTRACTOR shall advise the COURT PM at a minimum of three (3) business days before terminating or suspending any CONTRACTOR clerical staff assigned to work at a COURT location.

6.1.11 CONTRACTOR shall maintain membership with the California Association of Collectors during the term of the Contract.

6.2 CONTRACTOR'S PERSONNEL

6.2.1 CONTRACTOR'S personnel must meet the following requirements:

- CONTRACTOR shall have the sole right to hire, suspend, discipline, or discharge employees. However, any CONTRACTOR employee who is performing unsatisfactorily (in the opinion of the COURT PM) will be removed from service under this Contract immediately.
- Employee performing services for COUNTY/COURT must be over the age of eighteen (18).
- Employee performing services for COUNTY/COURT must fluently read, write, speak and comprehend English.
- Employee performing service at a COURT facility shall have a thorough knowledge of the work to be performed, the performance standards to be met, and the special needs of the COURT facility being served.
- CONTRACTOR'S employees shall not bring visitors into any COURT facility; shall not bring in any forms of weapons or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol/drugs; shall be subject to authorized search; shall conduct themselves in a professional manner at all times; shall not cause any disturbance in the facility; and otherwise are subject to all rules and regulations in accordance with applicable COUNTY/COURT policy.
- CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge that identifies the employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is within the confines of COURT facilities.
- CONTRACTOR employees shall conduct services within the United States (US) geographic boundaries and shall not use call centers or agents from non-US countries.

6.2.2 CONTRACTOR must have the capacity to provide personnel at locations specified by COUNTY/COURT (Attachment H - court locations):

- At the discretion of the Court, CONTRACTOR shall provide full/part-time clerical staff to various COURT locations to assist in the processing of accounts referred for collections in a manner that supports the volume of transactions processed at the location. In addition, the CONTRACTOR will provide sufficient clerical staff back-up and managerial staff as needed by COUNTY/COURT. CONTRACTOR'S staff must be trained in related aspects of CONTRACTOR'S business (e.g., CONTRACTOR'S automated systems).
- CONTRACTOR'S staff shall be responsible for the following types of assignments, including, but not limited to:

- Assist clients at the window
- Answer telephones
- Receipt payments
- Answer technical questions related to collections
- Set court dates for clients
- Troubleshooting issues
- Provide COUNTY/COURT with weekly status reports
- Provide other adhoc reports as requested by COUNTY/COURT

- COUNTY/COURT needs may vary. CONTRACTOR employees assigned to work at a COURT location may be reassigned to any COURT location by the COURT PM to ensure the needs of COUNTY/COURT are met. If coverage is needed, a staff replacement must be at the COURT job location within two (2) hours of being notified by COURT.
- CONTRACTOR will provide COUNTY/COURT the method for supervision of CONTRACTOR'S employees assigned to COURT locations.
- For each clerical staff, CONTRACTOR shall provide a personal computer at current industry standards and all necessary computer peripherals (e.g., printers, modems, etc.). In addition, CONTRACTOR shall provide clerical staff with all necessary office products (writing instruments, forms, file folders, fax machines as determined by COUNTY/COURT, etc.) to perform their job functions.

7.0 MONITORING OF CONTRACTOR'S PERFORMANCE

7.1 PERFORMANCE

Performance shall be monitored using monthly reports discussed in Section 3.13.4 (Reporting Requirements) and evaluated quarterly. In addition, COUNTY/COURT shall monitor the CONTRACTOR'S performance to the Contract based on, but not limited to, the Performance Requirements listed on the Quality Control Plan 2024 (Attachment I) and Deliverables (Attachment J).

7.2 NON-CONFORMANCE

If CONTRACTOR performance does not conform to all requirements in this SOW and is unsatisfactory, the COURT PM shall write a Contract Discrepancy Report ("CDR"), (Attachment K) and forward it to CONTRACTOR. CONTRACTOR shall respond within five (5) working days upon notification by COURT PM and correct the discrepancy, at CONTRACTOR'S expense, if any.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

COURT PM shall monitor all requirements described herein. COURT PM may from time to time provide comment on these services but will not unreasonably interfere with CONTRACTOR performance.

7.3 AUDITS

COUNTY/COURT may, at its discretion, direct or conduct Financial, Operational or other audits of the CONTRACTOR'S performance to ensure CONTRACTOR'S compliance with all requirements specified in this SOW.

8.0 UNSATISFACTORY PERFORMANCE OF SPECIFIED SERVICES

8.1 CONTRACT DISCREPANCY REPORT

In the event CONTRACTOR provides less than satisfactory performance of any service, or compliance with any requirement specified in this SOW, COUNTY/COURT shall issue, within five (5) business days to CONTRACTOR, a CDR. Additionally, COUNTY/COURT may apply one or more of the following remedies as deemed necessary:

8.1.1 COUNTY/COURT may require CONTRACTOR to implement a formal corrective action plan, which will be subject to COUNTY/COURT'S approval. The corrective action plan must include:

- The reasons for the unacceptable level of performance, or failure to provide the specified services;
- Descriptions of the specific steps to return performance to an acceptable level; and,
- Descriptions of monitoring methods that will be implemented to prevent recurrence.

8.1.2 COUNTY/COURT may withhold account referrals until COUNTY/COURT determines the CONTRACTOR is providing the specified service.

8.1.3 COUNTY/COURT may exercise termination rights under the Contract between CONTRACTOR and COUNTY/COURT.

8.1.4 In the event COUNTY/COURT applies any of the above sanctions, COUNTY/COURT will notify CONTRACTOR in writing of the sanction(s) applied and the reason(s) for the sanction(s).

9.0 REMEDIES

9.1 NON-COMPLIANCE

When CONTRACTOR'S performance is not in compliance with the requirements of the SOW, COURT PM shall document unsatisfactory performance and may, if CONTRACTOR'S performance remains unsatisfactory, exercise its right up to and including termination of the Contract.

10.0 WORK QUALITY ISSUES

Questions regarding the quality and direction of work performance will normally be handled between COURT PM and CONTRACTOR, but if and when COUNTY/COURT finds that important work matters are not being properly handled by CONTRACTOR and that previous management efforts by COUNTY/COURT have failed to achieve desired results, COUNTY/COURT may exercise remedies under the Contract.

11.0 SECURITY AND CONTROL PROCEDURES

11.1 CONTRACTOR shall apply General Accepted Accounting Principles in the management and processing of COUNTY/COURT accounts as well as preparation and maintenance of financial records and reports.

11.2 CONTRACTOR shall provide COUNTY/COURT a list of all pending and closed litigation, judgments, arbitrations, investigations or other controversy pending for the last five (5) years, to which CONTRACTOR or its principals were a party.

In addition, CONTRACTOR shall immediately notify COUNTY/COURT of any new litigation. The list shall at minimum contain: the case number, court venue and jurisdiction, a brief explanation of the litigation/judgment and the outcome/resolution.

11.3 CONTRACTOR shall be responsible for safeguarding any/all COUNTY/COURT property in accordance with this SOW. CONTRACTOR shall ensure the confidentiality of information and require all CONTRACTOR personnel providing services in conjunction with the Contract to sign a CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT attached to the Sample Contract as Exhibit G1. Employee Confidentiality Contracts must be submitted within three (3) business days of employee's start of work.

11.4 CONTRACTOR shall develop and submit to COUNTY/COURT within five (5) business days of execution of the Contract, Security and Control

Procedures. The procedures shall identify methods used by CONTRACTOR to ensure that COUNTY/COURT property is safeguarded at all times while in CONTRACTOR'S possession. Security and Control procedures should include but are not limited to: ensuring the security of COUNTY/COURT forms, case management systems, cash handling responsibilities (if applicable). CONTRACTOR shall notify the COUNTY PM of any changes to Security and Control Procedures within ten (10) business days of making a change.

11.5 CONTRACTOR shall develop and maintain a written Quality Control Plan to ensure compliance with all of the CONTRACTOR'S responsibilities as set forth in this SOW. The CONTRACTOR'S initial plan shall be submitted within five (5) business days after execution of the contract. Updates shall be submitted to the COUNTY PM for approval within ten (10) business days. The Plan shall include, but not be limited to, the following information:

11.5.1 The activities to be monitored on either a scheduled or unscheduled basis, how often monitoring will be accomplished and the title of the individual(s) who will perform the monitoring.

11.5.2 Methods for identifying deficiencies in the quality of service before the level of performance becomes unacceptable and not in compliance with the contract.

11.5.3 Methods for documenting the monitoring results and, if necessary, the corrective action taken.

11.5.4 CONTRACTOR shall provide COUNTY/COURT a quarterly audit showing the results of the Quality Control Plan (Attachment I).

11.5.5 CONTRACTOR shall have an independent audit performed over service organization controls and maintain a clean audit opinion in accordance with Service Organization Controls (SOC1) reports – formerly Statement on Auditing Standards (SAS) No. 70 Type 2 Report. This audit shall be performed annually, and the independent auditor's report submitted to the COUNTY PM.

11.6 CONTRACTOR'S internal account processing shall also include a History of Activity for each account, which lists the type and date of all activities, such as letters, telephone calls, involuntary actions, etc., employed by CONTRACTOR.

SOW ATTACHMENT A

COMPLAINT TRACKING LOG

Date of Complaint	Collector's Name (If Applicable)	Complaint	Case Number	Customer's Name	Action Taken by CONTRACTOR	Date CPM Notified

SOW ATTACHMENT B

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

REVENUE COLLECTION

REFERRAL FILE SPECIFICATION – CASE MANAGEMENT SYSTEMS

The following are typical referral record layouts from case management systems to CONTRACTOR:

Tyler Technologies Referral Record Specification

File Type: Pipe Delimited (|) (Note: 1st field will not be started with a pipe, Last field will not end with a pipe)

Client Placement Detail Record				
Field	**Type**	**Req or Opt**	**Definition**	
Record Type	Char	Req	(**A**) for New Referral, (**BC**) for a Balance Change, (**PC**) for a Party Change, (**R**) for Recall	If there are both party and balance updates on a case, we will send two rows. The same data, however, will be presented in each of the rows.
Party ID	Char	Req	Party ID (Unique party identifier)	
Case Number	Char	Req	Case Number	
Citation Number	Char	Opt	Citation # from the Citation	
Law Enforcement Agency (LEA)	Char	Opt	If Criminal Traffic: 'Agency Name from Citation (4 digit code), If other criminal or other case category: Arrest LEA	Note: This field will be used to identify 'Red Light' cases. (LEAs: 7414, 7640, 7647, 7648, 7663, 7664, 7673, 7678, 7684, 7687 or 7688)
Court (ELM, MET, etc.)	Char	Opt	Detail Tab - Court	
Court Division	Char	Opt	Detail Tab - Court	
Case Type	Char	Req	Case Type Description	
Debt Type (Case Status)	Char	Req	Case Status Description (Ex. FTA / FTP)	
DOB	Char	Opt	Date of Birth YYYYMMDD	
DOD	Char	Opt	Date of Death YYYYMMDD	
DL #	Char	Opt	Driver's License Number	
DL State	Char	Opt	Driver's License State 2 digit code (CA, OR...)	
First Name	Char	Opt	Party First Name	Business process: Delinquent businesses will not be sent to Primary Collection Vendor.
Middle Name	Char	Opt	Party Middle Initial	
Last Name	Char	Opt	Party Last Name	
Suffix	Char	Opt	Party Suffix	
Address	Char	Opt	Address Line 1, Current Known, then Correspondence	Business process: delinquent parties with foreign addresses will not be sent Primary Collection Vendor.
Address2	Char	Opt	Address Line 2, Current Known, then Correspondence	
City	Char	Opt	City, Current Known, then Correspondence	

State	Char	Opt	State, Current Known, then Correspondence	
Zip	Char	Opt	Zip + 4, Current Known, then Correspondence	
Phone #	Char	Opt	Phone Number, Current Known, If multiple types, select in this order: cell, home, work Format: xxxxxxxxxx	
Extension	Char	Opt	Extension	
Phone Type	Char	Opt	Phone Type (Ex. Work, Cell…)	
Email	Char	Opt	Email Address	
SSN	Nbr	Opt	Format: xxxxxxxxx	
Party Type	Char	Opt	Extended Connection description, (Ex: defendant, plaintiff, juvenile)	
Vehicle-Plate	Char	Opt	From Citation	
Vehicle Plate State	Char	Opt	From Citation	
Violation	Char	Req	Offense Description, All offenses on case (count order), Delimited using **~** (tilde)	
Statute	Char	Req	Statute, All offenses, (same order as Violation field) Delimited using **~** (tilde)	
Offense Date	Date	Req	Offense (violation) Date, Format: YYYYMMDD	This was determined to be a single date. Note: If for any reason there are multiple charges with different dates, we will take the 1st one.
Payment Plan Due Date	Date	Opt	Payment Plan 'Payoff' Date Format: YYYYMMDD	This will be the latest payoff date if there are more than one payment plan schedule on a payment plan.
Case Due Date	Date	Req	Case Due Date Format: YYYYMMDD	
Future Payment Due Date (FP)	Date	Opt	Case Due Date Format: YYYYMMDD *Only sent for a change (BC or PC) record*. This will be sent if there is either a balance change or a party change, if the date was updated. .	
Initial Referral - Base Fine and PA	Amount	Req (*for A Record only - at least one of 4 columns must be populated)*)	Total balance of fee codes being referred to collections for the first time, based on mapping. (Base Fine and PA) Format: 50.00 (2 decimal places) *Only populated for an A record.*	New Mapping on fee code: Base Fine & PA

Initial Referral - Fees	Amount	Req (*for A Record only - at least one of 4 columns must be populated)*)	Total balance of fee codes being referred to collections for the first time, based on mapping (Fees). Format: 50.00 (2 decimal places) *Only populated for an A record.*	New Mapping on fee code: Fees
Initial Referral - Civil Assessment	Amount	Req (*for A Record only - at least one of 4 columns must be populated)*)	Total balance of fee codes being referred to collections for the first time, based on mapping (*Civil Assessment*). Format: 50.00 (2 decimal places) *Only populated for an A record.*	New Mapping on fee code: Civil Assessment
Initial Referral - Program Fee	Amount	Req (*for A Record only - at least one of 4 columns must be populated)*)	Total balance of fee codes being referred to collections for the first time, based on mapping (*Amnesty Fee Program*) Format: 50.00 (2 decimal places) *Only populated for an A record.* .	New Mapping on fee code: Amnesty Program Fee
Payments - Base Fine and PA	Amount	Opt	Sum all payment and payment void transactions, based on mapping. Total amount of mapped fee codes (*Base Fine & PA*) Format: 50.00 (2 decimal places) *Note: Exclude any payment with a payment type mapped to Collection Agency Payment*	New Mapping on fee code: Base Fine & PA *Existing Payment Type mapping, 'Payment' will be used to identify payments received from the collection agency.*
Payments - Fees	Amount	Opt	Sum all payment and void transactions, based on mapping Total amount of mapped fee codes (*Fees*) Format: 50.00 (2 decimal places) *Note: Exclude any payment with a payment type mapped to Collection Agency Payment*	New Mapping on fee code: Fees *Existing Payment Type mapping, 'Payment' will be used to identify payments received from the collection agency.*
Payments - Civil Assessment	Amount	Opt	Sum all payment and void transactions, based on mapping Total amount of mapped fee codes (*Civil Assessment*) Format: 50.00 (2 decimal places) *Note: Exclude any payment with a payment type mapped to Collection Agency Payment*	New Mapping on fee code: Civil Assessment Existing Payment Type mapping, 'Payment' will be used to identify payments received from the collection agency.

Payments - Program Fee	Amount	Opt	Sum all payment and void transactions, based on mapping Total amount of mapped fee codes (*Amnesty Fee Program*) Format: 50.00 (2 decimal places) *Note: Exclude any payment with a payment type mapped to Collection Agency Payment*	New Mapping on fee code: Amnesty Program Fee *Existing Payment Type mapping, 'Payment' will be used to identify payments received from the collection agency.*
Adjustments for Adjudication - Base Fine and PA	Amount	Opt	Sum all adjudication adjustment transactions Total amount of mapped fee codes (*Base Fine & PA*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Base Fine & PA, New Mapping on Adjustment Reason Code: LA Adjustment Transaction Adjudication
Adjustments for Adjudication – Fees	Amount	Opt	Sum all adjudication adjustment transactions. Total amount of mapped fee codes (*Fees*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Fees New Mapping on Adjustment Reason Code: Adjudication
Adjustments for Adjudication - Civil Assessment	Amount	Opt	Sum all adjudication adjustment transactions. Total amount of mapped fee codes (*Civil Assessment*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Civil Assessment New Mapping on Adjustment Reason Code: Adjudication
Adjustments for Adjudication - Program Fee	Amount	Opt	Sum all adjudication adjustment transactions. Total amount of mapped fee codes (*Amnesty Fee Program*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Amnesty Program Fee New Mapping on Adjustment Reason Code: Adjudication
Adjustments in Error - Base Fine and PA	Amount	Opt	Sum all 'adjustment in error' transactions Total amount of mapped fee codes (*Base Fine & PA*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Base Fine & PA New Mapping on Adjustment Reason Code: LA Adjustment Transaction In Error
Adjustments in Error - Fees	Amount	Opt	Sum all 'adjustment in error' transactions Total amount of mapped fee codes (*Fees*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Fees New Mapping on Adjustment Reason Code: LA Adjustment transaction In Error
Adjustments in Error - Civil Assessment	Amount	Opt	Sum all 'adjustment in error' transactions Total amount of mapped fee codes (*Civil Assessment*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Civil Assessment New Mapping on Adjustment Reason Code: LA Adjustment Transaction In Error

Adjustments in Error - Program Fee	Amount	Opt	Sum all 'adjustment in error' transactions Total amount of mapped fee codes (*Amnesty Fee Program*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Amnesty Program Fee New Mapping on Adjustment Reason Code: LA Adjustment Transaction In Error
Other Transactions - Base Fine and PA	Amount	Opt	Sum all remaining transaction types Total amount of mapped fee codes (*Base Fine & PA*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Base Fine & PA (*Other transactions will include new assessments, payment adjustments, payment reversals, credits, charge reductions, remaining adjustments and reversals of these transactions)*
Other Transactions - Fees	Amount	Opt	Sum all remaining transaction types Total amount of mapped fee codes (*Fees*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Fees *(Other transactions will include new assessments, payment adjustments, payment reversals, credits, charge reductions, remaining adjustments, and reversals of these transactions)*
Other Transactions - Civil Assessment	Amount	Opt	Sum all remaining transaction types Total amount of mapped fee codes (*Civil Assessment*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Civil Assessment *(Other transactions will include new assessments, payment adjustments, payment reversals, credits, charge reductions, remaining adjustments, and reversals of these* transactions)
Other Transactions - Program Fee	Amount	Opt	Sum all remaining transaction types Total amount of mapped fee codes (*Amnesty Fee Program*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Amnesty Program Fee *(Other transactions will include new assessments, payment adjustments, payment reversals, credits, charge reductions, adjustments, and reversals of these transactions)*
Restitution	Amount	Opt	Total amount of victim restitution (not assessed to case) Format: 50.00 (2 decimal places) *"Not yet implemented"*	Waiting until Criminal decides how restitution will be recorded.
Previous Payment	Amount	Opt	Cumulative total of all payments on case, prior to going to collections. Format: 50.00 (2 decimal places) *Only populated for initial referrals (A record).*	
Last Payment Date	Date	Opt	Date of last payment on case prior to going to collections, Format: YYYYMMDD *Only populated for initial referrals (A record)*	
Last Payment Amount	Amount	Opt	Amount of last payment on case prior to going to collections, Format: 50.00 (2 decimal places) *Only populated for initial referrals (A Record)*	
Violation City	Char	Opt	From citation (Location of Violation)	

Vehicle Speed	Char	Opt	From CA Speeding Charge Component: Speed Amount field	
Speed Limit	Char	Opt	From CA Speeding Charge Component: Speed Limit field	
Non-Traffic Indicator (PED in License)	Char	Opt	From Citation: Vehicle Type = '60 - Pedestrian - including electric personal assistance' This field will be populated with 'Y' if the vehicle type qualifies. Otherwise it will be null.	
Judge Name	Char	Opt	Detail Tab - Judicial Officer	
Appearance Date	Date	Opt	Appear By Date, (Configured on Case Type) Format: YYYYMMDD	
Recall Type	Char	Opt	From case event mapping (text) When a case is recalled, a case event should be added to the case (configured with the 'Recall' collection status). The case event will have the LA Collections Recall Type mapping configured (ex. Bankruptcy, death ….) *This should only be populated for Recall record type.*	New: Mapping on event: LA Collections Recall Type Mapping will be a text field *(Note: There should be a case event configured for each type of recall that should be identified in the export file.*
Bankruptcy Filed	Date	Opt	Bankruptcy Filed Event Date, Format: YYYYMMDD, *Note: This field will only be populated if there is a recall, initial referral, balance update, or party update. Adding a bankruptcy event to a case will not trigger the case to be sent on the export file*.	Mapping on event: LA Collections Export Bankruptcy Filed
Bankruptcy Discharged	Date	Opt	Bankruptcy Discharged Event Date, Format: YYYYMMDD *Note: This field will only be populated if there is a recall, initial referral, balance update, or party update. Adding a bankruptcy event to a case will not trigger the case to be sent on the export file.*	Mapping on an event: LA Collections Export. Bankruptcy Discharged
Warrant Type	Char	Opt	Warrant Type Description, This will be selected based on a mapping on the warrant type. This will be the most current, active warrant on the case. Note: This field will only be populated if there is a recall, initial referral, balance update, or party update. Adding a warrant to a case will not trigger the case to be sent on the export file.	Mapping on an event: LA Collections Export Warrant

I-Hold Date	Date	Opt	Warrant Date Format: YYYYMMDD	

Legend		
REQ (Required)	A field defined as required must be populated in order for the record to be included in the file. The record will be dropped to an error file if a required field is missing	
Opt (Optional)	An optional field will always be sent on the export file if it is populated. If it is missing, the record will still be sent.	

SOW ATTACHMENT C

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
REVENUE COLLECTION

PAYMENT/CONTINUANCE ARRAIGNMENT
FILE SPECIFICATION

The following are payment/continuance arraignment record layouts from CONTRACTOR to payment interface of the case management systems:

Odyssey Payment Record Specification (subject to change/update)

Client Placement Detail Record			
Field	**Type**	**Req or Opt**	**Definition**
Party ID	Char	Req	Party ID (Unique party identifier)
Case Number	Char	Req	Case Number
First Name	Char	Opt	Party First Name
Middle Name	Char	Opt	Party Middle Initial
Last Name	Char	Opt	Party Last Name
Suffix	Char	Opt	Party Suffix
Address	Char	Opt	Address Line 1, Current Known, then Correspondence
Address2	Char	Opt	Address Line 2, Current Known, then Correspondence
City	Char	Opt	City, Current Known, then Correspondence
State	Char	Opt	State, Current Known, then Correspondence
Zip	Char	Opt	Zip + 4, Current Known, then Correspondence
Phone #	Char	Opt	Phone Number, Current Known, If multiple types, select in this order: cell, home, work Format: xxxxxxxxxx
Extension	Char	Opt	Extension
Phone Type	Char	Opt	Phone Type (Ex. Work, Cell…)
Email	Char	Opt	Email Address
SSN	Nbr	Opt	Format: xxxxxxxxx
Payments			
Payments	Amount	Req	1. Based on fee code priorities. 2. The Payment Type, Tender Method, Cashiering Station, and Till the transaction uses are determined by the Collection Agency Payment Configuration page.

PRIMARY COLLECTION VENDOR Receipt Number	Char	Opt	This will be stored in the Tender Method Ref# field. The tender method will need to be configured to have the reference # as an optional or required field.
PRIMARY COLLECTION VENDOR Receipt Date	Date	Opt	
Void Indicator	?	Opt	
Recalled cases	Char	Opt	If set to Yes, the Return Event configured on the Import parameter page will be added to the case. Note: The event should be configured to complete the Initial Collection Status (add the end date).
Programs - Events to be added			
Amnesty 50%	Yes/Null	Opt	If yes, trigger the Amnesty CBR. The event configured on the OCA will be added to the case.
Amnesty 20%	Yes/Null	Opt	If yes, trigger the Amnesty CBR. The event configured on the OCA will be added to the case.
Amnesty No Reduction	Yes/Null	Opt	If yes, do not trigger Amnesty CBR
Amnesty Program Fee	Yes/Null	Opt	If set to 'Yes', add the event mapped as LA Amnesty Fee Program. The event will be configured to assess the fee. *Note: This fee can only be assessed once to a case party.*
D-Hold Event	Yes/Null	Opt	Is yes, add event to case.
One Third Down Event	Yes/Null	Opt	Is yes, add event to case.
FTA / FTP			

FTP Hold Release event	Yes/Null	Opt	1. If yes, add DMV FTP Hold Release event to case. 2. The DMV CBR will pick up the case event and send to the DMV.
FTA Hold Release event	Yes/Null	Opt	1. If yes, add DMV FTA Hold Release event to case. 2. The DMV CBR will pick up the case event and send to the DMV.
FTP Hold event	Yes/Null	Opt	1. If yes, add DMV FTP Hold event to case. 2. The DMV CBR will pick up the case event and send to the DMV.
FTA Hold event	Yes/Null	Opt	1. If yes, add DMV FTA Hold event to case. 2. The DMV CBR will pick up the case event and send to the DMV.
Add Hearing			
Case Event			
Event Date			
Hearing Date	Date	Opt	
Hearing Time	Time	Opt	
Hearing Node ID		Opt	
Event Status			
Judge			

SOW ATTACHMENT D

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

REVENUE COLLECTION

REFERRAL FILE SPECIFICATION – JMIS

The following is a sample referral record layout for JMIS Case Management System to CONTRACTOR:

					R = Required			
File name: lasjs_place.txt					O = Optional			
					Action Code Field Requirements			
Field No.	Position	Field Name	Length	Value/Comments	A	C	P	M
1	1-35	Name	35		R	R	R	R
2	36-70	Street	35		R	R	R	R
3	71-85	City	15		R	R	R	R
4	86-87	State	2	Like “CA”	R	R	R	R
5	88-97	Zip	10	Like “91002-1234”	R	R	R	R
6	98-103	Census	6	Like “123456”	R	R	R	R
7	104-112	JID	9	Like “123456789”	R	R	R	R
8	113-142	CourtName	30	Like “Pasadena Courthouse“	R	R	R	R
9	143-150	LastChanceServeDate	8	If null, then 8 blank spaces	R	R	R	R
10	151-158	OSCHearingDate	8	If null, then 8 blank spaces	R	R	R	R
11	159-165	Original SancAmount	7	Right justified, leading blank spaces. If null, then 7 blank spaces If $250.00 then "25000" This field will be ignored for adjustments (M) and payments (P).	R	Blank	Blank	Blank
12	166-172	AdjustmentAmount	7	Right justified, leading blank spaces. If null, then 7 blank spaces If $250.00 then "25000"	Blank	Blank	Blank	R
13	173-180	PaymentDueDate	8	If null, then 8 blank spaces	R	Blank	O	O
14	181-188	DMVID	8	If null, then 8 blank spaces	O	O	O	O
15	189-198	ROVID	10	If null, then 10 blank spaces	O	O	O	O
16	199-207	SSN	9	“000000000” If null then 9 blank spaces	O	O	O	O
17	208-219	HomePhone	12	Format: 999-999-9999; If null, then 12 blank spaces	O	O	O	O
18	220-231	WorkPhone	12	If null, then 12 blank spaces	O	O	O	O
19	232-235	WorkPhoneExtension	4	“0000” If null, 4 blank spaces	O	O	O	O
20	236-243	DOB	8	If null, then 8 blank spaces	O	O	O	O
21	244-245	PresentSworn	2	“01” = present and sworn “02” = not present and sworn If null, 2 blank spaces	O	O	O	O
22	246-246	GCServiceCode	1	“A” = order to pay “C” = order to vacate "P"=payment to court "M"=adjustment amount	R	R	R	R
23	247-254	Payment Amount	7	Right justified If null, then 7 blank spaces If 250.00 then 25000	Blank	Blank	R	Blank
24	254-261	PaymentID	7	If null, 7 blank spaces.	Blank	Blank	O	Blank
25	262-266	Filler	4	4 blank spaces	Blank	Blank	Blank	Blank

SOW ATTACHMENT E

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

REVENUE COLLECTION

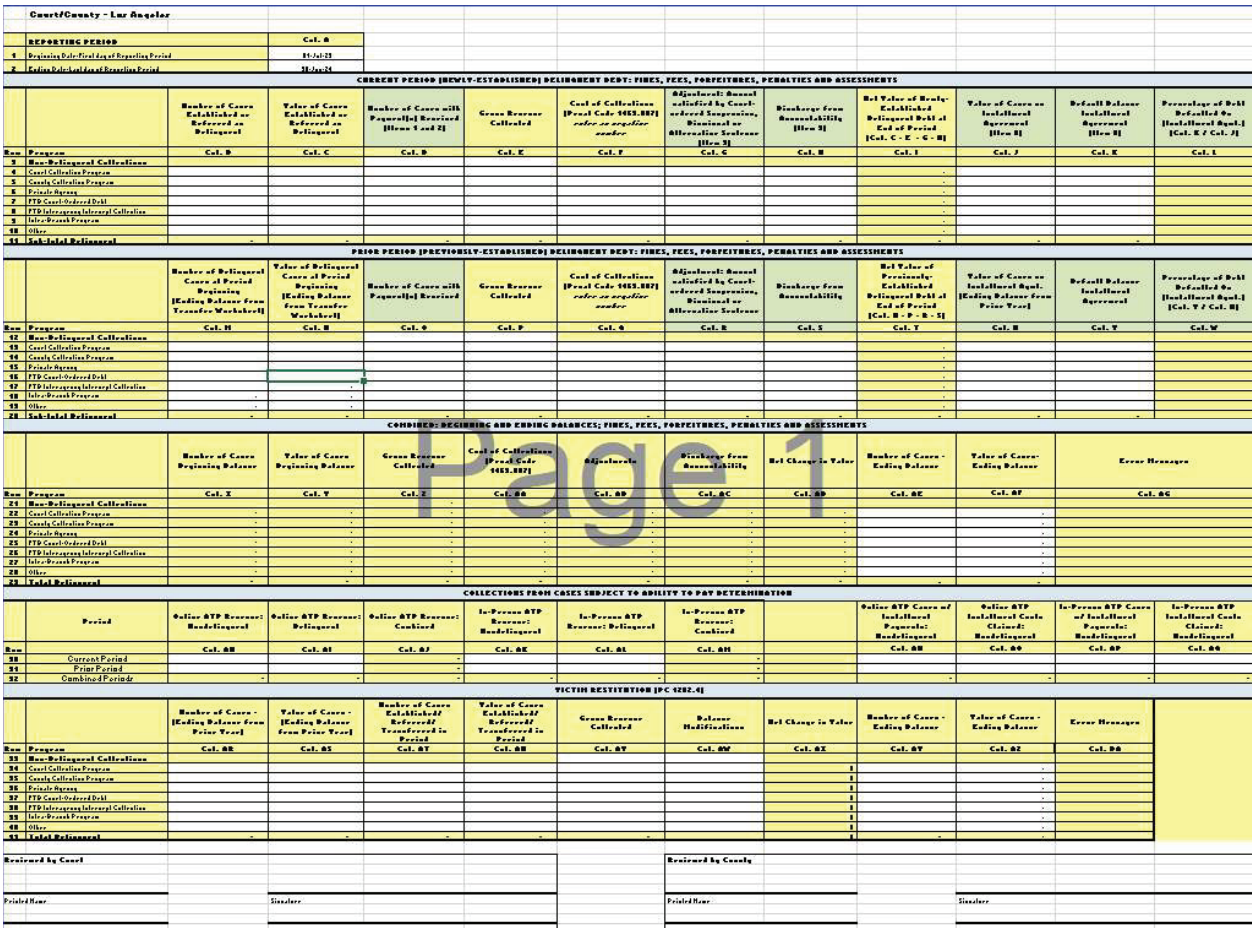
PAYMENT FILE SPECIFICATION – JMIS

The following is the payment record layout from CONTRACTOR for JMIS case management system:

File name:
lasjs_paid.txt

Field No.	Position	Field Name	Length	Value/Comments
1	1-10	VendorName	10	"LINEBARGER"
2	11-19	JID	9	Like "123456789"
3	20-27	TransDT	8	Like "20200602" (yyyymmdd)
4	28-34	Amount	7	Right justified If null, then 7 blank spaces If 250.00 then 25000
5	35	TranxCD	1	"1" = Pay in full "2" = Partial payment "3" = Vacate
6	36	BalanceIndicator	1	"1" = Pay in full "0" = Not pay off yet "3" = Vacate
7	37-44	Payment made to client	7	Right justified If null, then 7 blank spaces If 250.00 then 25000
8	45-52	Balance after payment	7	Right justified If null, then 7 blank spaces If 250.00 then 25000
9	53-60	PaymentID	7	
10	61-75	Receipt Number	14	

SOW ATTACHMENT F
Page 1 of 2



Court/County - Los Angeles

	REPORTING PERIOD	Col. A
1	Beginning Date (First day of Reporting Period	01-Jul-23
2	Ending Date (Last day of Reporting Period	31-Dec-24

CURRENT PERIOD [NEWLY-ESTABLISHED] DELINQUENT DEBT: FINES, FEES, FORFEITURES, PENALTIES AND ASSESSMENTS

Row	Program	Number of Cases Established as Referred or Delinquent	Value of Cases Established as Referred or Delinquent	Number of Cases with Payment[s] Received [Items 5 and 8]	Gross Revenue Collected	Cost of Collections [Penal Code §§853.5&7] *enter as negative number*	Adjustment: Amount satisfied by Court-ordered Suspension, Dismissal or Alternative Sentence [Item 3]	Discharge from Accountability [Item 3]	Net Value of Newly-Established Delinquent Debt at End of Period [Col. C - E - G - H]	Value of Cases on Installment Agreement [Item 8]	Default Balance Installment Agreement [Item 8]	Percentage of Debt Defaulted On [Installment Agmt.] [Col. K / Col. J]
3	Non-Delinquent Collections								-			
4	Court Collection Program								-			
5	County Collection Program								-			
6	Private Agency								-			
7	FTB Court-Ordered Debt								-			
8	FTB Intercepts and Interagency Collection								-			
9	Interception Program								-			
10	Other								-			
11	Sub-Total Delinquent	-	-	-	-	-	-	-	-	-	-	

PRIOR PERIOD [PREVIOUSLY-ESTABLISHED] DELINQUENT DEBT: FINES, FEES, FORFEITURES, PENALTIES AND ASSESSMENTS

Row	Program	Number of Delinquent Cases at Period Beginning [Ending Balance from Transfer Worksheet]	Value of Delinquent Cases at Period Beginning [Ending Balance from Transfer Worksheet]	Number of Cases with Payment[s] Received	Gross Revenue Collected	Cost of Collections [Penal Code §§853.5&7] *enter as negative number*	Adjustment: Amount satisfied by Court-ordered Suspension, Dismissal or Alternative Sentence	Discharge from Accountability	Net Value of Previously-Established Delinquent Debt at End of Period [Col. B + P - R - S]	Value of Cases on Installment Agmt. [Ending Balance from Prior Year]	Default Balance Installment Agreement	Percentage of Debt Defaulted On [Installment Agmt.] [Col. T / Col. S]
12	Non-Delinquent Collections								-			
13	Court Collection Program								-			
14	County Collection Program								-			
15	Private Agency								-			
16	FTB Court-Ordered Debt								-			
17	FTB Intercepts and Interagency Collection								-			
18	Interception Program	-	-						-			
19	Other	-	-						-			
20	Sub-Total Delinquent	-	-	-	-	-	-	-	-	-	-	

COMBINED: BEGINNING AND ENDING BALANCES; FINES, FEES, FORFEITURES, PENALTIES AND ASSESSMENTS

Row	Program	Number of Cases Beginning Balance	Value of Cases Beginning Balance	Gross Revenue Collected	Cost of Collections [Penal Code §§853.5&7]	Adjustments	Discharge from Accountability	Net Change in Value	Number of Cases - Ending Balance	Value of Cases - Ending Balance	Error Messages
		Col. X	Col. Y	Col. Z	Col. AB	Col. AC	Col. AD	Col. AE		Col. AF	Col. AG
21	Non-Delinquent Collections	-		-	-	-	-	-		-	
22	Court Collection Program	-	-	-	-	-	-	-		-	
23	County Collection Program	-	-	-	-	-	-	-		-	
24	Private Agency	-	-	-	-	-	-	-		-	
25	FTB Court-Ordered Debt	-	-	-	-	-	-	-		-	
26	FTB Intercepts and Interagency Collection	-	-	-	-	-	-	-		-	
27	Interception Program	-	-	-	-	-	-	-		-	
28	Other	-	-	-	-	-	-	-		-	
29	Total Delinquent	-	-	-	-	-	-	-	-	-	

COLLECTIONS FROM CASES SUBJECT TO ABILITY TO PAY DETERMINATION

Row	Period	Online ATP Revenue: Nondelinquent	Online ATP Revenue: Delinquent	Online ATP Revenue: Combined	In-Person ATP Revenue: Nondelinquent	In-Person ATP Revenue: Delinquent	In-Person ATP Revenue: Combined		Online ATP Cases w/ Installment Payments: Nondelinquent	Online ATP Installment Costs Claimed: Nondelinquent	In-Person ATP Cases w/ Installment Payments: Nondelinquent	In-Person ATP Installment Costs Claimed: Nondelinquent
		Col. AH	Col. AI	Col. AJ	Col. AK	Col. AL	Col. AM		Col. AN	Col. AO	Col. AP	Col. AQ
30	Current Period			-			-					
31	Prior Period			-			-					
32	Combined Periods	-	-	-	-	-	-		-	-	-	-

VICTIM RESTITUTION [PC 1202.4]

Row	Program	Number of Cases - [Ending Balance from Prior Year]	Value of Cases - [Ending Balance from Prior Year]	Number of Cases Established/ Referred/ Transferred in Period	Value of Cases Established/ Referred/ Transferred in Period	Gross Revenue Collected	Balance Modifications	Net Change in Value	Number of Cases - Ending Balance	Value of Cases - Ending Balance	Error Messages
		Col. AR	Col. AS	Col. AT	Col. AU	Col. AV	Col. AW	Col. AX	Col. AY	Col. AZ	Col. BA
33	Non-Delinquent Collections							1			
34	Court Collection Program							1		-	
35	County Collection Program							1		-	
36	Private Agency							1		-	
37	FTB Court-Ordered Debt							1		-	
38	FTB Intercepts and Interagency Collection							1		-	
39	Interception Program							1		-	
40	Other							1		-	
41	Total Delinquent	-	-	-	-	-		1	-	-	

Reviewed by Court

Printed Name

Signature

Reviewed by County

Printed Name

Signature

Page 1

ATTACHMENT F

1	Court/County	Los Angeles					
2	Court Contact: Telephone Number: E-mail Address:						
3	County Contact: Telephone Number: E-mail Address:						
4	List collection agencies or programs used by order in which debt is referred:	1. 2 3. 4. 5.					
5		Item 4		Item 5	Item 6a	Item 6b	Item 7
	Below is a description of the collections components (activities) authorized by Penal Code section 1463.007. As required by Government Code section 68514, for Items 4, 5, 6a, 6b and 7, input the requested information for each collection activity that the court/county program currently uses:	Check each collections activity performed by program	Category	Total amount collected per collection activity	Total number of cases by activity	Total number of individuals associated with these cases	Total administrative cost per collection activity
6	a. Attempts telephone contact with delinquent debtors for whom the program has a telephone number to inform them of their delinquent status and payment options.	☑	1			Enter data as part of Category 2, (activity c)	
7	b. Notifies delinquent debtors for whom the program has an address in writing of their outstanding obligation within 95 days of delinquency.	☑	2				
8	c. Generates internal monthly reports to track collections data, such as age of debt and delinquent amounts outstanding.	☑	3				
9	d. Uses Department of Motor Vehicles information to locate delinquent debtors.	☑	4				
10	e. Accepts payment of delinquent debt by credit card.	☑	3	Enter data as part of Category 3, (activity c), Row 8 above.			
11	a. Sends delinquent debt to the Franchise Tax Board's Court-Ordered Debt Collections Program.	☑	5				
12	b. Sends delinquent debt to the Franchise Tax Board's Interagency Intercept Collections Program.	☑	6				
13	c. Initiates driver's license suspension or hold actions when appropriate for a failure to appear in court.	☑	7				
14	d. Contracts with one or more private debt collectors to collect delinquent debt.	☑	8				
15	e. Sends monthly bills or account statements to all delinquent debtors.	☑	2	Enter data as part of Category 2 (activity b), Row 7 above.			
16	f. Contracts with local, regional, state, or national skip tracing or locator resources or services to locate delinquent debtors.	☑	4	Enter data as part of Category 4, (activity d) in Row 9 above.			
17	g. Coordinates with the probation department to locate debtors who may be on formal or informal probation.	☑	4	Enter data as part of Category 4, (activity d) in Row 9 above.			
18	h. Uses Employment Development Department employment and wage information to collect delinquent debt.	☑	4	Enter data part of Category 4, (activity d) Row 9 above.			
19	i. Establishes wage and bank account garnishments where appropriate.	☑	9				
20	j. Places liens on real property owned by delinquent debtors when appropriate.	☐	9	Enter data as part of Category 9, (activity i) Row 19 above.			
21	k. Uses an automated dialer or automatic call distribution system to manage telephone calls.	☑	1	Enter data as part of Category 1, (activity a) Row 6 above.			
22	**TOTAL:**			$0	0	0	$0

Category Key: (See Category tab for task/activities list)		
1- Telephone Contact	4- Skip tracing	7- DL Hold
2- Written Notice(s)	5- FTB-COD	8- Private agency
3- Lobby/counter	6- FTB-IIC	9- Wage/bank garnishments and Liens

Is the program qualified as a comprehensive collection program? Yes

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

COURT LOCATIONS

Court ID	Court Name	Address	City	Zip Code
Central Civil & Criminal Court	Clara Shortridge Foltz Criminal Justice Center	210 W. Temple St.	Los Angeles	90012
	Stanley Mosk Courthouse	111 North Hill Street	Los Angeles	90012
	Central Arraignment Court	429 Bauchet St.	Los Angeles	90012
	Metropolitan Courthouse	1945 S. Hill Street	Los Angeles	90007
	East Los Angeles Courthouse	214 S. Fetterly Avenue	Los Angeles	90022
	Spring Street	312 North Spring Street	Los Angeles	90012
East District	Pomona Courthouse South	400 Civic Center Plaza	Pomona	91766
	West Covina Courthouse	1427 W. Covina Parkway	West Covina	91790
	El Monte Courthouse	11234 E. Valley Blvd.	El Monte	91731
	Whitter Courthouse	7339 South Painter Ave.	Whittier	90602
Juvenile Justice Courts	Compton Courthouse	200 W. Compton Blvd.	Compton	90220
	Edmund D. Edelman Children's Court	201 Centre Plaza Drive	Monterey Park	91754
	Inglewood Juvenile Court	110 Regent Street	Inglewood	90301
	Pomona Courthouse South	400 Civic Center Plaza	Pomona	91766
	Sylmar Juvenile Courthouse	16350 Filbert St.	Sylmar	91342
	Alfred J. McCourtney Juvenile Justice Center	1040 W. Avenue J	Lancaster	93534
Mental Health Department	Mental Health Department	5925 Hollywood Blvd.	Los Angeles	90028
North Central District	Burbank Courthouse	300 E. Olive	Burbank	91502
	Glendale Courthouse	600 E. Broadway	Glendale	91206
Northeast District	Pasadena Courthouse	300 E. Walnut	Pasadena	91101
	Alhambra Courthouse	150 W. Commonwealth	Alhambra	91801
North District	Michael D. Antonovich Courthouse	42011 4th Street	Lancaster	93534
North Valley District	San Fernando Courthouse	900 Third Street	San Fernando	91340
	Chatsworth Courthouse	9425 Penfield Ave.	Chatsworth	91311
	Santa Clarita Courthouse	23747 W. Valencia Blvd.	Valencia	91355
Northwest District	Van Nuys Courthouse – West	14400 Erwin Street Mall	Van Nuys	91401
	Van Nuys Courthouse – East	6230 Sylmar Avenue	Van Nuys	91401
South District	Governor George Deukmejian	275 Magnolia	Long Beach	90802

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Court ID	Court Name	Address	City	Zip Code
South District	Catalina Courthouse	215 Sumner Avenue	Avalon	90704
South Central	Compton Courthouse	200 W. Compton Blvd.	Compton	90220
Southeast District	Norwalk Courthouse	12720 Norwalk Blvd.	Norwalk	90650
	Downey Courthouse	7500 E. Imperial Hwy	Downey	90242
	Bellflower Courthouse	10025 Flower St.	Bellflower	90706
	Whittier Courthouse	7339 S. Painter Ave.	Whittier	90602
Southwest District	Inglewood Courthouse	One Regent Street	Inglewood	90301
	Torrance Courthouse	825 Maple Avenue	Torrance	90503
	Torrance Courthouse Annex	3221 Torrance Blvd.	Torrance	90503
West District	Santa Monica Courthouse	1725 Main Street	Santa Monica	90401
	Beverly Hills Courthouse	9355 Burton Way	Beverly Hills	90210
	Airport Courthouse	11701 S. La Cienega Blvd.	Los Angeles	90045

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
QUALITY CONTROL PLAN 2025

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	Comments
1	Section 2.2 Compliance with Penal Code Section 1463.007	Meet components of Penal Code Section 1463.007 as set forth in the SOW	Site audits: Analyze Reports				
2	Section 2.3 Contractor Service Requirements	In accordance with all State/Federal laws	Review of collection practices				
3	Section 2.3 Contractor Service Requirements	Prepare various reports for LASC/COUNTY	Analyze Reports				
4	Section 3.5.1 Court Appearances: Procedures to inform LASC locations of debtors court appearance dates	As directed by COUNTY/LASC	Audits; Analyze Reports				
5	Section 3.5.1 Transfer data for CARS program	As directed by COUNTY/LASC	Audits; Analyze Reports				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
QUALITY CONTROL PLAN 2025

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	Comments
6	Section 3.6.2 Involuntary Methods of Collection	As instructed by LASC: Institute bank levy; wage garnishments; etc.	Analyze Reports				
7	Section 3.7.4 Transfer/Interface with FTB-COD program	Monthly referral & transmission of payments	Audits; Analyze Reports				
8	Section 3.7.5 Transfer/Interface with FTB Interagency Intercept Program	Yearly referral/transmission of payments	Audits; Analyze Reports				
9	Section 3.8.1 Processing Debtor Payments	All debtor payments shall be updated within one business day of receipt (except for unidentified payments)	Audits; Analyze Reports				
10	Section 3.8.1 Transfer of Funds	Timely deposits into COUNTY bank accounts	Analyze daily deposit slips, amount deposited in COUNTY Bank Account and the sum of all payments on the Payment Report				

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
QUALITY CONTROL PLAN 2025

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	Comments
11	Section 3.8.3 Unidentified Payments	5th business day of following month	Audits; Analyze Reports				
12	Section 3.8.4 Incorrect Account Payments and Adjustments	Daily report listing	Audits; Analyze Reports				
13	Section 3.8.9 Segregation of Accounts	Separate LASC/COUNTY Accounts by court location and from all other CONTRACTOR accounts	Audits/Analyze Reports				
14	Section 3.8.10 Internal Control Procedures	Appropriate control and separation of employees duties	On site audits				
15	Section 3.8.10.8 Written Internal Control Procedures	Maintained and updated as necessary	Review of CONTRACTOR'S procedures				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
QUALITY CONTROL PLAN 2025

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	Comments
16	Section 3.9.2 Internet Services	Allow debtor to pay or check balances via CONTRACTOR'S web page	Review Reports				
17	Section 3.9.5.2 Complaints: Notification by phone of any verbal or written complaint	Immediately notify	Telephone call/ phone message				
18	Section 3.9.5.2 Complaints: Provide a copy of any written complaints	Within 3 business days of complaint receipt	Review reports/date and time of complaint				
19	Section 3.9.5.2 Investigative written report regarding the disposition of each verbal and written complaint	Within 14 business days of complaint receipts	Review Reports				
20	Section 3.9.5.2 Master log of all complaints	Provide a copy monthly	Review Reports				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
QUALITY CONTROL PLAN 2025

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	Comments
21	Section 3.10.7–3.10.9 Payment Information	Once each business day payment information shall be sent via electronic file and or computer/tape per specifications outlined in this Statement of Work	Audits; Analyze reports				
22	Section 3.10.11 Uncollectible Information - For Accounts Referred via CMS	Provide monthly	Audits; Analyze Reports				
23	Section 3.12.1 Invoices	Submit invoices in a timely manner, by the 5th day of each month	Analyze invoices				
24	Section 3.13.4 Reporting Requirements: Summary listing of accounts	10th business day of each month	Audits; Analyze Reports				
25	Section 3.13.4 Reporting Requirements: Summary description of account activity and status	10th business day of each month	Audits; Analyze reports				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
QUALITY CONTROL PLAN 2025

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	Comments
26	Section 3.13.4 Reporting Requirements: Summary description of month-to-date and year-to-date performance	10th business day of each month	Audits; Analyze Reports				
27	Section 3.13.5 Provide data to be included in JCC Report	As directed by LASC	Receive; Analyze Report				
28	Section 6.1 Contract Project Manager	Prompt response to request; timely problem resolution	Monitoring; Review Reports				
29	Section 6.1.7 Current list of employees/management	Upon execution of contract, thereafter every month. Shall be kept current during the term of Contract	Analyze Reports				
30	Section 6.1.9 Representative for LASC collection meetings	Upon request	Meeting attendance audit				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
QUALITY CONTROL PLAN 2025

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	Comments
31	Section 6.2.2 Clerical staff at various LASC locations	As determined by needs of the Court	Site audits; Analyze Reports				
32	Section 6.2.2 Supervision of CONTRACTOR'S personnel at LASC locations	Ongoing	Site audits; Analyze Reports				
33	Section 9.2 Financial Remedies: Meeting minimum Success Rate	CONTRACTOR shall meet an overall minimum success rate of 31% on accounts after the second year of contract	Audits; Analyze Reports				
34	Section 11.3 Confidentiality: Require all CONTRACTOR personnel providing services in conjunction with the Contract to sign the Employee Acknowledgement and Confidentiality Contract	Submit within 3 business days of employee's start of work	Review Reports				
35	Section 11.4 Security and Control Procedures	Within 5 business days after execution of Contract (Updates to be submitted within ten business days of any change)	Audits; Analyze Reports				
			TOTAL				

Los Angeles Superior Court Revenue Enhancement Services

DELIVERABLES

Name	Media	Frequency	SOW Reference
PLANS/PROCEDURES			
Procedures to inform COURT locations of debtors court appearance dates	Hard copy	As directed by COUNTY/LASC	Section 3 5.1
Written Internal Control Procedures	Hard copy	Maintained and updated as necessary	Section 3 8 10.8
Transition plan	Hard copy	Within 5 business days after execution of Contract	Section 4 2
Formal corrective action plan (if COUNTY/COURT deems CONTRACTOR'S performance as unsatisfactory)	Hard copy	Within 5 business days after notification	Section 8.1
Security and Control Procedures	Hard copy	Within 5 business days after execution of Contract (updates to be submitted within 10 business days of any change)	Section 11.4
Written Quality Control Plan	Hard copy	Within 5 business days after execution of Contract (Updates to be submitted within 10 business days of any change)	Section 11.5

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Los Angeles Superior Court Revenue Enhancement Services

DELIVERABLES (CONTINUED)

Name	Media	Frequency	SOW Reference
PERSONNEL			
Name, address, and telephone number of CONTRACTOR'S Project Manager and alternate	Hard copy	Upon execution of Contract	Section 6 1 6
Current list of employee management	Hard copy	Upon execution of contract, thereafter every month, shall be kept current during the term of Contract	Section 6 1 7
Representative for COUNTY/COURT collection meetings	-	Upon request	Section 6 1 9
Clerical staff and appropriate supervision to various COUNTY/LASC locations as determined by the Court	-	Upon execution of Contract	Section 6 2.2
Signed Contractor Employee Acknowledgement and Confidentiality Contract forms from all CONTRACTOR personnel providing services in conjunction with this contact.	Hard copy	Submit within 3 business days of employee's start of work	Section 11 3

Los Angeles Superior Court Revenue Enhancement Services

DELIVERABLES (CONTINUED)

Name	Media	Frequency	SOW Reference
REPORTS/ACCOUNT INFORMATION			
Immediate notification of CONTRACTOR failure to meet the requirements of PC 1463 007	Verbal/followed by Hard copy	Immediate	Section 2.2
Report of unidentified payments with any documents received with the payment (i e. mailing envelope, enclosures) attached	Hard copy	5th business day of following month	Section 3.8 3
Report of incorrectly applied payments listing correct cases where payments should be applied or if payments should be refunded	Hard copy	Daily	Section 3.8.4
Immediate notification by phone of any verbal or written complaints	Verbal	Immediately	Section 3.9 5.2
Written notification of complaint to follow up phone notification	Hard copy	Within 3 business days of complaint receipt	Section 3.9 5.2
Written report of investigation of complaint	Hard copy	Within 14 business days of complaint receipt	Section 3.9.5.2
Master ,log of al complaints	Hard copy	Monthly	Section 3.9.5.2
Payment files	Electronic file	Once each business day	Section 3 10.7 - 3 10 9
Uncollectible accounts files	Electronic file	Monthly	Section 3 10 10
Updated account information (i.e., address, telephone number, Social Security number, etc.)	Electronic file	Upon request, as specified	Section 3.10.14
Summary listing of accounts referred in a given month	Hard copy	10th day of following month	Section 3.13.4
Summary and detailed (e.g. by account number) description of account activity and status	Hard copy	10th day of following month	Section 3 13 4
Summary description of month-to-date and year to-date performance	Hard copy	10th day of following month	Section 3.13.4
Return of all accounts, additional information relating to accounts records and/or files pertaining to accounts	Electronic file	Within 3 business days of Contract termination	Section 3.14.3

Los Angeles Superior Court Revenue Enhancement Services
DELIVERABLES (CONTINUED)

Name	Media	Frequency	SOW Reference
FINANCIAL INSTRUMENTS AND RELATED DOCUMENTS			
All financial instruments (e g cash, checks, credit card remittances, etc)		No later than the business day following their receipt	Section 3.8.1
Wire transfer funds into COUNTY bank account by 2:00 p.m. PST		Daily	Section 3.8 1

Name	Media	Frequency	SOW Reference
EQUIPMENT/TECHNOLOGY			
At each COUNTYFLASC location, a personal computer at current industry standard and/or all necessary peripheral equipment and software for on-line access to COUNTY/LASC accounts on CONTRACTOR'S database		After execution of Contract	Section 3 11 2
For each clerical staff, a personal computer, at current industry standards, and all necessary computer peripherals including on-line access to COUNTY/LASC accounts on CONTRACTOR'S database.		After execution of Contract	Section 6 2 2

TECHNICAL EXHIBIT 1
CONTRACT DISCREPANCY REPORT (CDR)

1. USER COMPLAINT to be completed by COURT Project Manager (CPM)

Today's Date: _____

Contractor: _____

Phone Number: _____

CPM: _____

Date(s) of Unacceptable Performance: _____

Description of Unacceptable Performance: _____

_____

_____

2. REVIEWED:

Signed: _____

COURT Project Director (CPD)

Date: _____

3. Contractor RESPONSE (to be completed by Contractor Project Manager)

Date received from CPM: _____

Explanation for Unacceptable Performance: _____

_____

_____

Corrective Action Taken:

Signed: _____
Date:

Contractor Project Manager

4. INSTRUCTIONS

CPM: Forward CDR to the Contractor.

Contractor: Must respond to CPM in writing within five (5) working days of receipt of CD

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

EXHIBIT A2

SELECTED PORTIONS OF CONTRACTOR'S TECHNICAL PROPOSAL

--- Begins on Following Page ---

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Provide a detailed Work Plan, which must include a proposed method for completing the work set forth in the Statement of Work. The work plan should provide technical details and descriptions, implementation plans, deliverables, ongoing communication with the Court, etc. Proposer should not summarize its services in this section; rather explain in full detail how Proposer will meet all the needs of Court. Proposer should respond to the SOW requirements item by item and explain how the Proposer meets each requirement of the SOW. The work plan should demonstrate a clear understanding of all the tasks needed to meet the SOW requirements, and should include the following:

a. Provide the names of key staff that will manage and support this project. Describe roles and responsibilities of the Contractor and its representatives. Include individual qualifications (certifications, years of experience, expertise, etc.) and provide a resume for each. At a minimum, Proposer must identify the project manager, lead collectors, and lead information technology personnel for interfacing with the Court's case management and/or accounting system(s).

Agreed. Please see *6.0 Contractor's Responsibilities* later in this section and more expansively in **Section 6. Staff Qualifications** of our Technical Proposal for a description of key personnel (including biographical sketches and resumes) who will manage and support this project, including the Project Manager, lead collector, and lead information technology personnel.

b. Discuss your firm's capacity and methodology to assure and maintain proper confidentiality of court records.

Agreed. Please see our response to *11.3 Confidentiality of Information and 11.4 Security and Control Procedures* later in this section for a description of our capacity and methodology to maintain and ensure proper confidentiality of court records.

c. Include an implementation plan that includes a timeline.

Agreed. Based on our experience as a current implemented contractor to the Court as well as on our understanding of the current scope of services, Harris & Harris has prepared and provided in the Appendix to our Technical Proposal a comprehensive **Sample Implementation Plan** (comprised of Sample Project Plan, Sample Project Timeline, and Sample Gantt Chart) that provides a comprehensive schedule of contract implementation activities including milestones and dates as predicated on a presumed start date of 7/01/2025. Please see *4.3 Transition Plan* later in this section for details regarding our contract implementation.

d. Describe in detail your firm's process for insuring that all services are provided correctly, completely and on time. Include a statement and discussion of anticipated major difficulties and problem areas, together with potential or recommended approaches for their solution.

Agreed. Please see our response to *11.5 Quality Control Plan* later in this section for a description of our standard Quality Control program to ensure timely and full completion of all contract services. We have also included here a preliminary statement and discussion of any anticipated major difficulties and problem areas for this specific contract, together with potential or recommended approaches for their solution.

1.0 Statement of Work

1.1 SCOPE OF WORK

The purpose of this Statement of Work ("SOW") is to describe the scope of services in support of the comprehensive revenue enhancement program of the Superior Court of California, County of

Los Angeles ("COURT") and the County of Los Angeles ("COUNTY"). Penal Code Section 1463.010 requires each superior court and county to develop a comprehensive court/county collection program to improve enforcement of court-ordered fees, fines, forefeitures, penalties, assessments, and restitution.

These services include collections of delinquent court ordered debt at the primary and secondary levels. The primary level will utilize multiple contractors simultaneously, up to three (3) vendors, at the discretion of the COURT. After primary collection efforts of one contractor are exhausted, selected delinquent accounts shall be referred to an alternate approved contractor for continuing collection efforts.

The COUNTY/COURT delinquent account collection services program is comprised of comprehensive collections of court ordered debt including, but not limited to:

a. fees, fines, forfeitures, penalties, and assessments arising from infractions, misdemeanor, felony, and traffic proceedings or actions;

b. criminal justice related fees, reimbursements, and other legally enforeceable debts;

c. civil, family law, and juvenile law fees, including filing fees;

d. guardianship and conservatorship fees;

e. court-ordered sanctions;

f. court-ordered reimbursement for minor's counsel fees pursuant to Family Code Section 3150;

g. any other legally enforceable debt owed, or the Court has a right to collect.

This SOW is comprised of work requirements for the primary collection level. The primary collection level will involve multiple collection contractors, up to three (3) vendors, at the discretion of the COURT. Secondary collection efforts will be provided by the California Franchise Tax Board and are not a part of this solicitation.

1.1 Scope of Work

Agreed. Harris & Harris has read, understands, and is fully qualified to perform all work requirements for primary collections in the Scope of Work. We offer the Court a customized collection program and matching experience with collecting court-ordered debt including but not limited to debt in all categories cited above, including for the Court under the current contract for these services. We understand and acknowledge that there may be up to three (3) vendors selected for simultaneous primary collection efforts, and that secondary collection efforts are not a part of this solicitation.

1.2 BACKGROUND

Collection functions performed by the COUNTY/COURT may include, but are not limited to collection services noted in this scope of work, and the following: 1) generate courtesy notices indicating amount owed; 2) place driver license holds through the California Department of Motor Vehicles, if applicable; 3) generate delinquency and payment notices; 4) charge civil assessment penalties upon delinquency in accordance with statute; 5) facilitate internet and Interactive Voice Response ("IVR") payment arrangements and establish accounts receivable; 6) track cases through various court case management computer systems; 7) conduct financial evaluations to recover attorney fees and other fines/fees; 8) accept over-the-counter, IVR, internet and mail payments for delinquent and non-delinquent accounts, and; 9) establish payment plans for delinquent and non-delinquent accounts.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

1.2 Background

Agreed. Harris & Harris has read and understands the in-house collections functions that will be performed by the Court prior to placement with the selected Contractor(s). We appreciate knowing the extent and nature of those efforts as we create and execute a fully informed collections program that integrates best practices and lessons learned, including from our experience as an incumbent for revenue enhancement services under the current contract.

1.3 CATEGORY OF REFERRAL TYPES

The scope of collection services which may be referred to CONTRACTOR include, but are not limited to, the collection categories described herein:

- *Infractions/Misdemeanors with Unadjudicated Bail (e.g., Traffic citations where a defendant fails to appear (FTA) before being sentenced).*
- *Infractions/Misdemeanors with Adjudicated Bail (e.g., Traffic citations where a defendant fails to pay (FTP) fines and/or fees after being sentenced).*
- *Misdemeanors/Felonies with Adjudicated Fines and Fees (e.g., Defendants who fail to pay fines and fees after being sentenced).*
- *Civil Fees and Sanctions (e.g., Fees, including filing fees and sanctions owed to the COURT. In addition, the COUNTY/COURT may seek reimbursement of civil filing fees on cases where a civil fee waiver was granted for an individual, or if the plaintiff is a governmental agency).*
- *Child Custody Evaluations (e.g., a Judicial Officer may order a party to reimburse the COUNTY/COURT for the cost of their child custody evaluation).*
- *Probate, Minor's Counsel Fees, Juvenile Dependency Fines and Fees (e.g., a Judicial Officer may order a party to reimburse the COUNTY/COURT for the cost of legal assistance from a court appointed attorney).*
- *Juror Sanctions (e.g., Jurors that fail to appear for jury service may be ordered to pay a COURT imposed sanction).*
- *Non-Sufficient Funds and or unresolved bankcard charge backs (e.g. returned checks due to non-sufficient funds).*
- *COUNTY/COURT reserves the right to refer additional types of accounts as deemed appropriate.*

1.3 Category of Referral Types

Agreed. Harris & Harris has reviewed and is ready to accept for placement all accounts referred to our firm under this contract, including but not limited to all accounts placed under every collection category cited above. We offer the Court matching and successful experience with collections for each of these categories, **including for the Court under the current contract**. We also acknowledge the right of the County/Court to refer additional types of accounts as deemed appropriate.

1.3.1 Referral Data –Primary Collections

The estimates below are for illustrative purposes only and COUNTY/COURT does not guarantee any particular case or dollar value of account referrals. Accounts available for referral may be distributed amongst multiple vendors, up to three (3) vendors, at the discretion of the COURT.

(FOR ILLUSTRATIVE PURPOSES ONLY)

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

REFERRAL TYPE	ESTIMATED AVG ANNUAL CASE VOLUME	NET ANNUAL CASE VALUE	AVERAGE PER CASE VALUE	PAST DUE AGE IN DAYS AT REFERRAL
Grand Total	**719,642**	**$327,446,278**	**$455**	**180**
Traffic FTA	426,000	$228,000,000	$535	180
Red-Light FTA	122,000	$59,500,000	$488	180
Non-Traffic FTA	25,000	$6,800,000	$272	180
Traffic FTP	15,500	$5,600,000	$361	180
Red-Light FTP	3,400	$1,070,000	$315	180
Criminal Fines & Fees	119,000	$23,500,000	$197	180
Juvenile Dependency	3,400	$1,450,000	$426	180
Juror Sanctions	4,800	$1,300,000	$271	180
Other Fines & Fees (e.g., Civil Sanctions, Minor's Counsel)	542	$226,278	$417	180

Agreed. Harris & Harris has read, understands, and fully appreciates the provision of this sample referral data, and we acknowledge their value for illustrative purposes.

1.3.2 County/Court Control of Accounts

- *COUNTY/COURT reserves the right to modify the types of accounts referred.*
- *COUNTY/COURT retains the right to refer an account to another collection agency for collections, to attempt collection activity internally, and to cancel, recall or alter accounts that have been referred to CONTRACTOR for collection at any time.*
- *COUNTY/COURT reserves the right to utilize the services of the State of California Franchise Tax Board's Court Ordered Debt ("FTB COD") Collection Program, FTB Interagency Intercept Collections ("FTB Tax Intercept"), the Department of Motor Vehicles' Driver License Hold/Suspension Collection Services, and/or other collection entities and agencies as deemed appropriate.*

Agreed. Harris & Harris has read, understands, and agrees to comply with all the above stated requirements, rights, and protocols regarding County/Court control of accounts.

2.0 Contractor's General Service Requirements

2.1 GENERAL SERVICE REQUIREMENTS

CONTRACTOR shall, at minimum, perform the services enumerated herein. To maximize the rate of collection and minimize errors, CONTRACTOR may be required to perform services in addition to those listed herein.

2.1 General Service Requirements

Agreed. Harris & Harris has read, understands, and agrees to comply with this requirement. We will perform all services enumerated herein as well as any others set forth by the Court to maximize the rate of collection and minimize errors.

- ***All work performed by the CONTRACTOR must only occur within the United States. Work shall not be sub-contracted or performed by an entity using call centers or resources outside of the United States.***

Agreed. Be assured that one hundred percent (100%) of collections activity on behalf of the Court will be performed solely by Harris & Harris as the contractor and specifically by Harris & Haris employees located within the United States. No services will be subcontracted or will ever be performed by another entity using call centers or resources outside of the United States.

- ***COUNTY/COURT is committed to protecting the confidentiality of personal data on accounts referred and ensuring that such data is processed only within the United States. CONTRACTOR represents that it has the capability to meet the confidentiality requirement of COUNTY/COURT during the entire period of the contract and any extension thereof.***

Agreed. Protecting the data of our clients is paramount at Harris & Harris. We offer the Court fifty-six (56) years of collections experience during which **we have never experienced a security breach for any client**. We also offer a proven capability to protect the confidentiality of personal data on all accounts referred (please see 11.3 and 11.4 later in this section) throughout the entire contract and for any extension thereof awarded by the Court. As noted earlier, all collections activity including data processing will be performed solely by Harris & Harris and its employees within the United States.

- ***CONTRACTOR shall have the capability to interface with the case management and collection management systems of COURT and transmit relevant collection data in a frequency deemed acceptable by COURT.***

Agreed. As noted in greater detail in our response to **Section 4.2**, Harris & Harris can send and receive data in any interim, in virtually any format, and from nearly any collection / accounting / case management system, whether by secure FTP, VPN, email, diskette, tape, data cartridge, or paper. As an incumbent to the Court for these services under the current contract, **Harris & Harris offers the differentiating advantage of existing interface with the case management and collection management systems of the Court**, with established data transfer protocols and interims.

Be assured our technical personnel resources can readily adapt our programs at any time throughout the new contract to accept, update, and process all records on hand from the existing systems and for any augmenting or replacement systems that might be incorporated during the contract. This includes acceptance of account information and transfer of account status changes and payment information and receipt confirmations for every transaction.

2.2 COLLECTION VENDOR COMPLIANCE WITH PENAL CODE SECTION 1463.007

In providing services to COUNTY/COURT, CONTRACTOR must comply with these requirements of Penal Code Section 1463.007 as identified below:

1. ***Attempts telephone contact with delinquent debtors for whom the program has a phone number to inform them of their delinquent status and payment options.***

2. *Notifies delinquent debtors for whom the program has an address in writing of their outstanding obligation within a specified number of days of delinquency as directed by COUNTY/COURT.*
3. *Generates internal monthly reports to track collections data, such as age of debt and delinquent amounts outstanding, collections by age of case referral to collection contractor.*
4. *Sends delinquent accounts to the FTB Tax Intercept Program and/or FTB COD Program.*
5. *Uses the Department of Motor Vehicle information to locate delinquent debtors.*
6. *Establishes wage and bank account garnishments as directed by the Court where appropriate.*
7. *Places liens on real property owned by delinquent debtors as directed by the Court where appropriate.*
8. *Coordinate with the County's Probation Department to locate debtors who may be on formal or informal probation.*
9. *Accepts payment of delinquent debt by credit card and debit card.*
10. *Uses local, regional, state, or national skip tracing or locator resources or services to locate delinquent debtors.*
11. *Uses an automated dialer or automated distribution system to manage telephone calls.*
12. *Uses Employment Development Department employment and wage information to collect delinquent debt.*

The CONTRACTOR must immediately inform COUNTY/COURT if at any time they fail to meet the requirements listed above.

2.2 Collection Vendor Compliance with Penal Code Section 1463.007

Agreed. Harris & Harris has read and understands this requirement. As an incumbent to the Court for these services under the current contract, **Harris & Harris offers the differentiating advantage of existing understanding of and compliance with the entirety of Penal Code Section 1463.007**, and all affected methodologies integrate this understanding as part of their execution. In addition, our full-time **Compliance Department** provides comprehensive oversight of our compliance with all applicable federal, state, and local laws and regulations and the scope of work requirements for each client, including every aspect of debtor communication and the handling of information and payments.

Should Harris & Harris ever fail at any time to meet any of these requirements, we will immediately inform the Court.

2.3 CONTRACTOR SERVICE REQUIREMENTS

2.3 Contractor Service Requirements

- *CONTRACTOR shall produce various reports as defined in Section 3.13.4 of the Scope of Work.*

Agreed. Harris & Harris has provided in our response to 3.13.4 a description of our reporting capabilities and our agreement to provide a comprehensive reporting package that includes but is not limited to every required report cited in the RFP including those defined in Section 3.13.4.

- *CONTRACTOR shall conduct the following collection activities, pursuant to the Contract, in accordance with all applicable State and Federal Consumer and Collection Practice laws.*
    - *Obtain and maintain appropriate licenses, approvals, permits, and authorizations required by applicable laws throughout term of contract. CONTRACTOR will be*

responsible for all fees, costs and taxes associated with obtaining such licenses, approvals, permits and authorizations.

Agreed. Harris & Harris will conduct all collection activities for this contract in full accordance with all applicable State and Federal Consumer and Collection Practice laws. As we do under the current contract with the Court for these services, **we will continue to obtain and maintain at our cost all appropriate licensure, approvals, permits and authorizations required throughout the contract**. We maintain a full-time Compliance Department to oversee our compliance – for every account of every client – with the Fair Debt Collection Practices Act (FDCPA) and all other regulatory requirements as they apply to federal, state, and local laws. Jeff Endebak, Esq., our General Counsel and Chief Compliance Officer, oversees our Compliance Department which focuses on many compliance issues including but not limited to debt collection notices, call management, and operational issues handled by our Information Technology Services Department.

Harris & Harris is fully compliant with all federal, state, and industry regulations, including but not limited to FDCPA, Fair Credit Reporting Act (FCRA), Telephone Consumer Protection Act (TCPA), the Gramm-Leach-Bliley Act, Red Flag Rules, and Payment Card Industry (PCI) compliance, among many others. Since we are licensed in multiple jurisdictions, we are held to a higher standard by each state that governs our license. Therefore, attention to detail on all levels applies, to ensure our entire operation is compliant with each state's requirements.

- ***CONTRACTOR shall provide COUNTY/COURT a list of all pending and closed regulatory violations or non-compliances (e.g., Fair Debt Collection Practices Act ("FDCPA"), California Fair Debt Collection Practices Act ("CFDCPA"), Unfair, Deceptive, or Abusive Acts or Practices (UDAAP) violations under Frank-Dodd Wall Street Reform and Consumer Protection Act, and the Consumer Financial Protection Bureau ("CFPB") for the last five (5) years. In addition, CONTRACTOR shall immediately notify COUNTY/COURT of any new violations or instances of non-compliance. The list shall at minimum contain: the case or file number, type of debt, name(s) of the complainant(s), a brief explanation of the violation, and the outcome/resolution. COUNTY/COURT reserves the right to independently review any or all regulatory violations/non-compliances submitted.***

Agreed. Please see our response to *11.2* regarding the required list and the accounting of pending, closed, and new instances of violations or non-compliance.

- ***CONTRACTOR shall be legally capable and unrestricted in the business of pursuing collections on referred accounts anywhere within the United States.***

Agreed. Harris & Harris is fully licensed, authorized, certified and insured, without restriction, to pursue collections on referred accounts anywhere within the United States. We have provided in *Section 7. Business License and Certification* the following copies of our current licensure and certification:

- **State of California Debt Collection License** (NMLS ID 959452)
- **State of California Certificate of Authority/Qualification**
- **City of Los Angeles Tax Certification Exemption Approval**

Following those licenses in that section, we have included a **Table of our Current Collection Agency Licensing** to perform collections across the country.

- ***CONTRACTOR shall be required to report collection success on a monthly basis. The following formulas, subject to change, will be used to calculate the CONTRACTOR'S success rate in collecting delinquent accounts referred by COUNTY/COURT:***

$$\text{Collector Effective Index} = \frac{\text{Number of cases with payments received (current or prior)}}{\text{Number of cases referred (current or prior)}}$$

$$\text{First-Year Resolution Rate} = 1 - \frac{\text{Change in Value (current)}}{\text{Value of Cases Established (current)}}$$

Agreed. Harris & Harris will report on collection activity to the Court on a monthly basis and as otherwise required via a comprehensive reporting package as described in 3.13.4. We have read, understand, and acknowledge the above formula as the metric to calculate our success in collecting delinquent accounts that are referred by the Court, and we acknowledge that this formula may be subject to change.

3.0 Contractor's Specific Service Requirements

INTRODUCTION

Harris & Harris will promptly undertake the collection of all cases assigned by the Court without regard to the account debt amount, using effective and timely efforts to sustain the collection pace for every account. Beginning below, we discuss the state-of-the-art collection platform and integrated telephony to be used as well as strategic account pooling and our proven collection methodology to resolve and collect each assigned case. Following this comprehensive description, we begin our itemized address of the specific service requirements.

Collection Platform

Harris & Harris currently utilizes the **Columbia Ultimate Business System (CUBS®) collection platform**, a Finvi product, that provides a distinct and clear audit trail for every collection activity on every account. CUBS® customers include government agencies, hospitals, banks, utilities, collection firms, and other monetary recovery companies.

Every event associated with an account – whether a letter sent, telephone contact (both successful and unsuccessful), payment arrangements, payment received, etc. – **is recorded in detail and is available for review**, whether during the normal quality-control checks performed by management, through online client portals, or during a client or internal audit.

Notable features of CUBS® include:

- 100% call recording
- Call training and evaluation
- Genesys Integrated Dialer
- Genesys Integrated Interactive Instant Messenger
- Genesys Integrated Message Blaster
- Online client access system
- Interactive Voice Response (IVR) payment system
- Caller ID capture server
- Call accounting and statistical system
- Skip tracing automation
- Remote call monitoring
- SAP Business Intelligence statistical analysis

The system is extremely flexible and scalable and offers a robust suite of reporting tools. We employ a dynamic team of onsite programmers who can write custom programs (with minimal turnaround time) to tailor CUBS® to specific Court collection programs.

Telephony

Harris & Harris utilizes the latest release of the **Genesys PureCloud** telephony platform, which is completely integrated to generate effective, real-time campaigns and a wide range of telephony features for our collection representatives including programmable dialing. Setting us apart from other agencies is the fully blended software suite of products and programs that allow us to effectively manage our call center through calling campaigns, real-time analysis, statistical and analytical reporting, collection representative management, and custom tools that help us achieve maximum recoveries and customer satisfaction.

The entire dialing process is extremely resilient by maintaining multiple dial tone carriers which have central hub switching stations geographically located in cities around the country to avoid outages. In addition, Harris & Harris has the necessary equipment and provisioned access rights with our carriers to move our inbound call traffic between carriers if they experience an outage. The architecture of the Genesys system has redundant servers within separate data centers to avoid outages. If there is a system failure or outage, the system automatically fails over to our redundant server. The Genesys system has separate servers to perform each function to avoid any latency when processing our calls. The Genesys system's key components are a telephone switch, predictive dialer, call voice recording, screen capture, and a call accounting data capture of all inbound and outbound calls.

We utilize five dialing methods to contact debtors: predictive dialing, power dialer, automated messaging, unattended messaging, and preview.

- **Predictive Dialing**: Automatically calls a list of telephone numbers, screening out no-answers, busy signals, answering machines and disconnected numbers while predicting at what point a human agent will be able to handle the next call. Typically, outbound calls are processed at a ratio of (outbound call to collector ratio) of a range starting at 3:1 up to 10:1 based on answer rates and staffing. We actively monitor the calling campaign to ensure pacing aligns to our desired service levels. The list of phone numbers are

generated each morning based on our overall contact strategy and in accordance to all federal, state, and client rules.

- **Power Dialer**: Automatically calls a list of telephone numbers, screening out no-answers, busy signals, answering machines and disconnected numbers, but a dial is not initiated until a human agent is available. While more efficient than manual dialing, this is less efficient than predictive dialing and is typically used when dialing highly regulated areas e.g., New York City. We actively monitor the calling campaign to ensure pacing aligns to our desired service levels. The list of phone numbers is generated each morning based on our overall contact strategy and in accordance to all federal, state, and client rules.
- **Automated Messaging (AM)**: Part of our collection strategy is to drive as many inbound calls as possible. Automated messaging automatically calls a list of telephone numbers until there is a live connect. At that point, the system then gives the person on the other end the option to be transferred to a live agent.
- **Unattended Messaging**: When authorized, automated dialing campaign leaves a message with a live person or answering machine/voicemail. The text to speech engine leaves a customized message by announcing the debtor's name within the message. Our text to speech engine is the newest on the market and sounds very close to a real person's voice instead of the commonly known digitized version.
- **Preview**: Preview enables a representative to review account notes prior to initiating a call to the debtor.

Harris & Harris records 100 percent of all inbound and outbound calls for appending to each case/account, and we can readily make these recordings available to the Court.

Account Pooling

Harris & Harris works client accounts in a pooled environment, using collection representatives dedicated to a specific vertical market. For this contract with the Court, collection representatives will have specific government collections experience as members of the Government Services Division of Harris & Harris. The representatives who will work the accounts are part of a specific accounts group. The average account ratio is 250 - 500 accounts per collection representative at any given time. This number may vary slightly depending upon the average balance and required work effort of each file. Harris & Harris does not assign a specific number of accounts per collection representative per day. Instead, **all accounts are pooled, analyzed, and moved into specific predictive dialer queues and campaigns**.

When contact is made with a debtor, they are immediately connected to a free collection representative. The collectors are connected to an average of 200 outbound calls a day. They request payment of the outstanding balance in full, but they can help establish alternative payment plans if a debtor cannot make full payment. Collectors are required to handle each account holder with high quality customer service and professionalism, accurately document all collection activities in our CUBS® collection system, and make recommendations on what further action should be taken for account holders who default on their payment plans.

Pooled accounts are rotated through the collection staff by the predictive dialer until a particular collection representative receives a payment or a payment promise is obtained. The account is then automatically placed in individual collector promise queues in our CUBS® collection

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

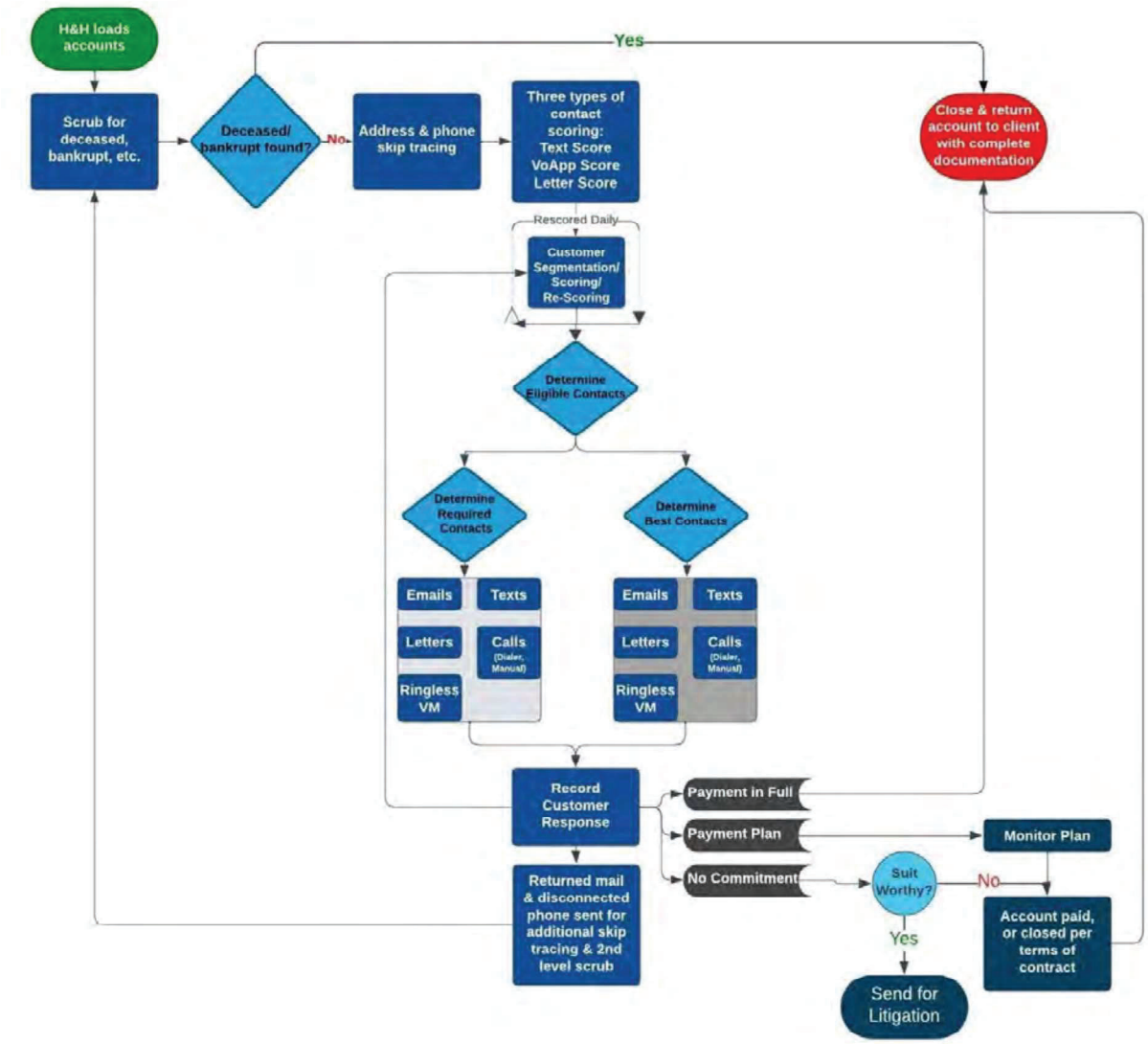
system. The collector owns this account for a period specified for the type of account, after which it reverts to the pool. Broken promises leave the individual collector's queue and are placed in a queue, from which the accounts are fed to the rest of the collection team by the predictive dialer. This periodic cleansing of individual promise queues ensures that accounts do not grow cold and are properly managed for maximum recovery. Defaulted payment plans are monitored by our system and are immediately worked by the first available collection representative.

Collection Methodology

Harris & Harris offers the Court a progressive seven-phase collection methodology that incorporates all requirements of the Scope of Work toward reconciliation of each account.

- **Phase 1**: Account Placement
- **Phase 2**: Account Scrub and Skip Tracing
- **Phase 3**: Account Scoring and Prioritization
- **Phase 4**: Collection Letters
- **Phase 5**: Contact
- **Phase 6**: Litigation/Legal Activities
- **Phase 7**: Closing and Returning Accounts

We present on the next page a workflow of our standard collection process. During implementation, we will discuss and finalize custom flows for the Court.



Phase 1: Account Placement

Harris & Harris can accept and send account information at any interval, in nearly any format. Existing interfaces include FTPS, SFTP, HTTPS, and secure email. We accept electronic files in the following data types: EDI, XML, Fixed Length ASCII data, CSV, Tab Delimited, Excel spreadsheet, API and JSON. Our IT personnel can adapt our programs to accept, update, and process all records on hand from any system, no matter how common or how obscure. They work with each client's technical agents regarding file layout, data mapping, test files, PGP encryption, and secure FTP sites to test and ensure consistent file transfer for account placement from the very start of the contract. Our systems will verify a variety of factors, including the number of accounts transmitted, total value, balance due, payment history, and other variables. Any inconsistencies are immediately flagged and are addressed before accounts are eligible for collection.

Harris & Harris will attempt collection on every placed account, regardless of balance, score, or any other characteristic that does not otherwise invalidate collection (e.g., bankruptcy).

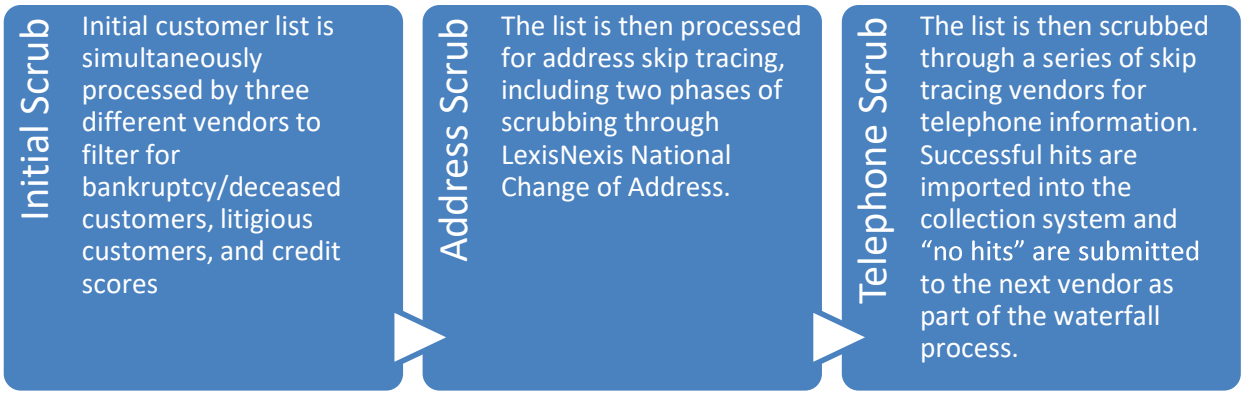
Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Phase 2: Account Scrub and Skip Tracing

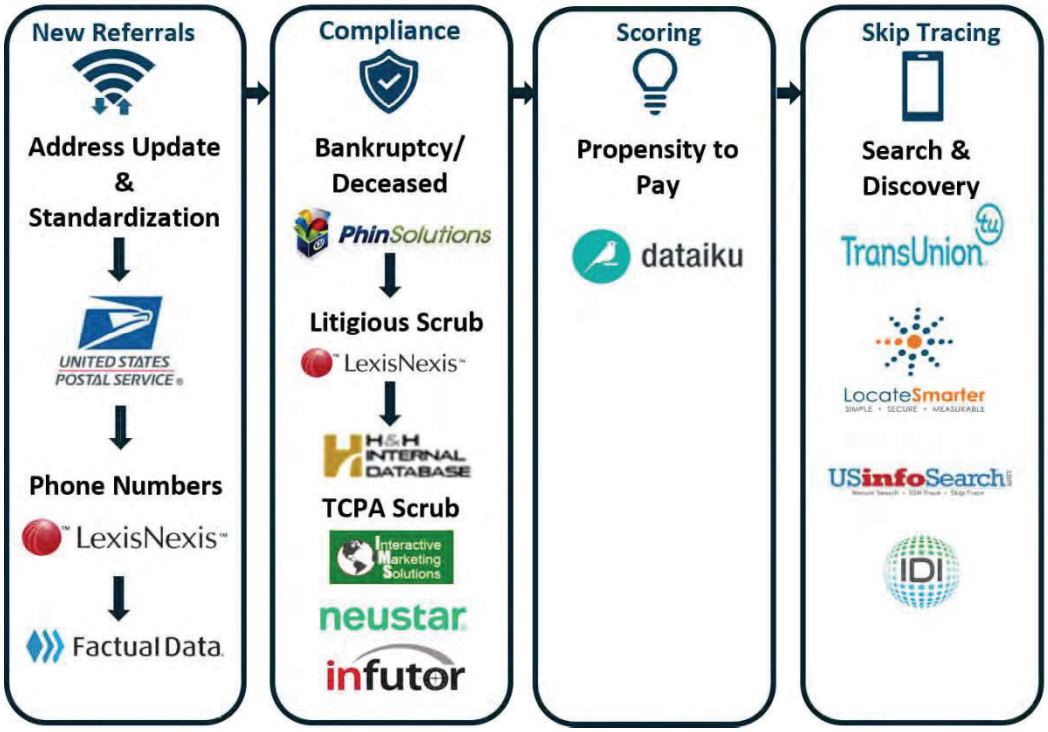
Skip tracing is a valuable process within any successful collection methodology, and we use the most advanced skip tracing tools currently available. **Both electronic and manual skip tracing services are provided at no additional charge as a standard service within our collection methodology**. We partner with leading third-party vendors to uncover accurate mailing addresses, phone numbers, and other vital contact information. **These services enable us to identify undeliverable addresses before mailing as well, thereby dramatically reducing the extra time and cost incurred by returned mail**. We submit all rejected files for a new address or phone number to maximize the rate of success of our skip tracing process.

Within 24 hours of account approval and system update, our system initiates a search to obtain the correct residential address, updated phone numbers, and all applicable contact data. We will transmit any updated contact information to the Court in a daily update file via secure FTP transfer. When our automated processes fail to locate a debtor, our seasoned manual skip tracing team, composed of research investigators and expert skip tracers, provide additional assistance. All locate efforts are performed in full compliance with the FDCPA, FCRA, and all applicable federal, state, and local laws and regulations.

Highlights of our scrub process for this contract include:



We present on the next page a graphic depiction of our **Scrub and Skip Tracing Waterfall**.



Wrong party contacts and contacts that cannot be reached for 30 days are resubmitted to the skip tracing waterfall. Accounts that are filtered through all the skip tracing vendors without producing a phone number are resubmitted to the waterfall to be reprocessed.

Harris & Harris uses the most extensive and fully automated skip tracing process in the industry. The first step in the process is to update the debtor's home address. By standardizing the address, inaccuracies are corrected, and the ZIP code plus 4 (ZIP+4), which identifies a geographic segment within a delivery area, such as a city block, is appended. After the standardization is completed, the address is scrubbed against the USPS' National Change of Address (NCOALink) database. There are three significant advantages to this product:

- The process is immediate and bypasses waiting for a letter to cycle through the delivery and return process to then skip trace for a new address.
- Any new address on file is immediately appended, forwarded, and updated through an electronic upload into our collection system.
- Since the mail return process has been fully automated, the cost for this service is less expensive, which enables Harris & Harris to offer the most competitive rate structure. If the address submitted by our client results in mail return, the automated skip tracing waterfall will update the customer record with a new address by running the account through a series of skip trace tools until an address is located or we exhaust our efforts. If no updates are found, we may continue to re-run this process.

Bankrupt and Deceased Accounts

Accounts referred to Harris & Harris are continually submitted to data sources, including Phin Solutions, which identifies bankrupt and deceased debtors. Harris & Harris will notify the Court in a daily file when we discover that a debtor is deceased or bankrupt, and we will cease all

collection efforts with respect to that debtor and will return the account with proof of claim as appropriate (e.g., remitting death certificate for deceased accounts). During implementation, we will confirm how the Court desires these account types to be handled.

Phase 3: Account Scoring and Prioritization

Harris & Harris integrates both internal and external data sources into our account scoring methodologies and communication models. After all the scrubs are completed, the accounts are scored to drive the best-fitting collection strategy to effect collection on an account. Our analytics infrastructure includes data engineers, business intelligence, visualization tools, predictive modeling, and machine learning.

Below you will find a brief list of **industry-leading enhancements** utilized by our Analytics Department.

Data Warehouse

Our firm migrated our internal data warehouse to Snowflake. Snowflake provides a Cloud database service in the highly secure region of the Amazon Web Service. With its nearly infinite process and storage capability, Snowflake allows Harris & Harris to build out its proprietary data warehouse and analytics products without concerns about processing and space constraints that an on-premises system would have.

Dialing Strategy Optimization

Harris & Harris partnered with Attunely to build robust and effective predictive dialing models with scores that are refreshed daily for prioritization of campaign builds. These strategies consider effectiveness and the debtor's preferred communication channels.

Predictive Modeling & Machine Learning

Dataiku is the machine learning and predictive modeling platform used by Harris & Harris, fully integrated with our Snowflake Data Warehouse to make data mining and data cleansing easier for our data science team as well as a large selection of best-in-class tools for predictive modeling projects. Dataiku can be used to create entire end to end data processes, models, and strategic data products for use in our daily operations. With its machine learning capabilities, it can automatically detect model data drift, initiate model retraining, and promote an updated model version.

Letter Strategy Optimization

Harris & Harris partnered with the experienced accounts receivable management staff of Equabli to build out our initial letter model. This model stratifies portfolios targeting debtors that are most likely to respond to letters to drive our overall letter strategy predicting 90-95% of the revenue from 60% of the accounts. The model is built on our Dataiku platform and is our sole intellectual property. Since it runs in Dataiku, we can refresh and expand the model with our data science team without the

need of a lengthy outside vendor engagement. Essentially it enables Harris & Harris to develop effective notice campaigns by targeting debtors with the best customized treatment paths. This initiative has proven to increase debtor satisfaction with our communication efforts.

Contact Strategy Optimization

Hermes

Our proprietary scoring model and decision engine, Hermes, enables us to identify accounts with the highest propensity to pay and the most effective way to communicate with each debtor. Hermes employs a dynamic scoring approach, with data refreshing daily and daily re-scoring of each account with no contact. As a result, debtor behavior and response to each communication influences the next communication method. We have documented an acceleration of collections through Hermes through identifying optimal channels and eliminating ineffective communications.

Phase 4: Collection Letters

When accounts are received into our system and account information has been verified, we automatically generate and mail an initial demand notice within 48 hours. This notice informs the debtor that their account has been placed with us for collection and defines the terms and conditions for appropriate and timely payment. The schedule of subsequent collection letters will be determined by the needs and requirements of the Court as well as by the circumstances surrounding the collection of certain accounts. Each letter will provide notice of the debt due, clear instruction for remitting payment, a return envelope, and directions to contact us and/or pay through a toll-free telephone number (provided on all correspondence) or through our online payment portal (QR code provided). Subsequent letters are also automatically sent for payment reminders and notices of missed payments.

All letters and notices created by our firm can be customized to exact specifications, including but not limited to wording, type of letter generated, letter triggers, and timing. All letters will be subject to a rigorous approval process by the Court and by our compliance attorney prior to use. Letters will never include a Social Security number or federal identification number. Letters are available in a variety of language formats. Many of our clients elect for letters in English or Spanish; letters can also be adapted for other large foreign-language populations as needed.

Phase 5: Contact

When we contact debtors, we are not just collectors -- we are communicators, ready to talk and ready to listen. We apply a human touch to our business by recognizing that each debtor is a unique individual, with unique situations that may require compassion and special treatment. Empathetic communication by our agents often fosters a good faith effort on the part of debtors to meet their responsibility to pay their debts.

Assisted by state-of-the-art software, our agents will:

- Identify their communication as originating from Harris & Harris on the client's behalf
- Specify the debt, the original balance, and the amount due
- Require payment in accordance with client policy

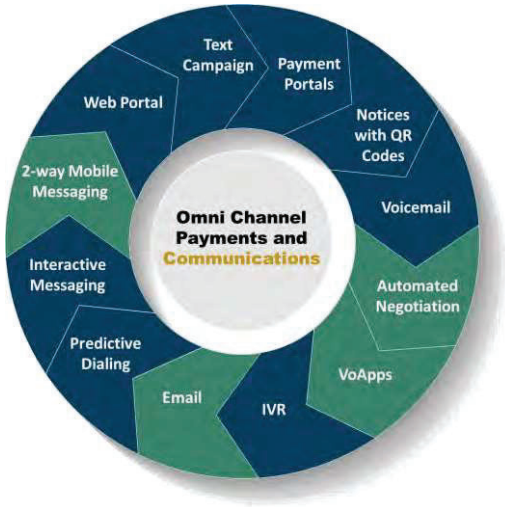
Harris & Harris agents always request the balance in full first. For customers who cannot make payment in full, we will offer payment plan options in accordance with our business rules and with Court and County protocols, including any compromise or settlement. All agents gather the necessary information from the customer to establish a reasonable payment plan that is the largest payment possible that works within the personal budget of the customer.

We achieve maximum liquidation through the following strategies:

- Resolving debt balances in full and on an immediate basis
- Working a six-day workweek and providing full coverage during prime-time hours, including Saturdays and evenings between the hours of 8 am and 9 pm in the time zone of the customer being contacted
- Reaching the full Court customer base by employing a bilingual collection team and Spanish letters
- Continually monitoring and coaching our agents

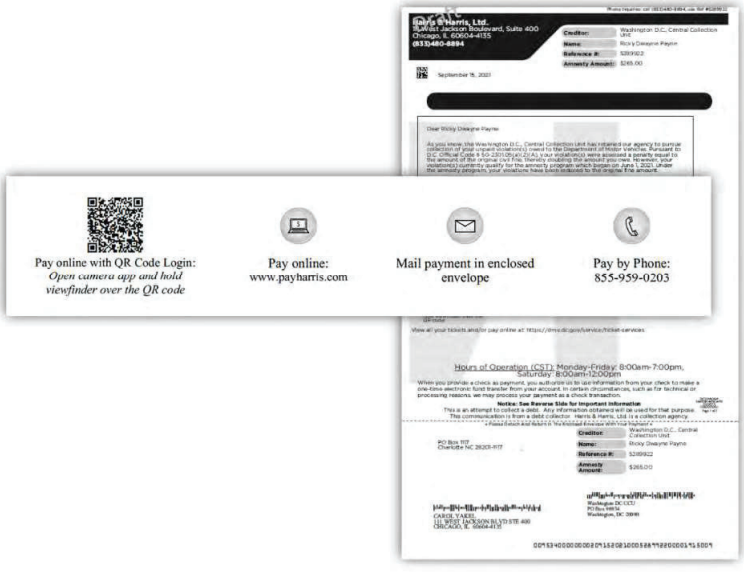
Omni Channel Communications

Complementing and enhancing both our written and telephonic communication are our **Omni Channel** communication options. Our Omni Channel communication options provide debtors with a variety of ways to communicate with Harris & Harris regarding their outstanding balance owed.

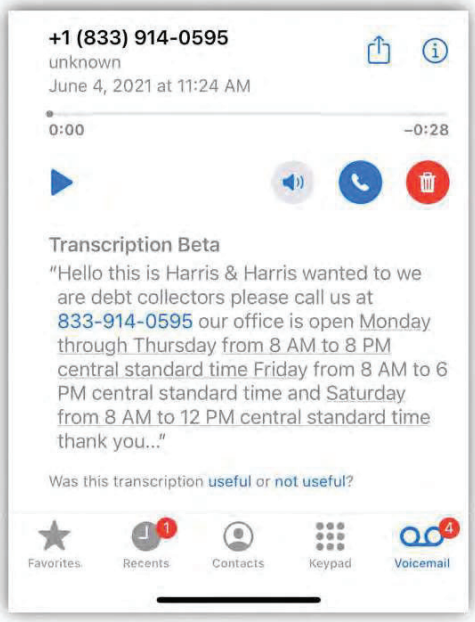


Our agency understands that debtors are unique in their preferred method of communication and payment options. Harris & Harris believes that offering different communication and payment channels will assist in improving the overall debtor experience while expediting collections over time. Reaching debtors through outbound campaigns is extremely important to communicate and expedite payments. Our communication options include:

Notices with unique QR codes to simplify payment options. The QR code takes the debtor directly to a customized payment portal. The payment portal can also enable the debtor to negotiate their own payment plans. This enables self-service options per Court guidelines.

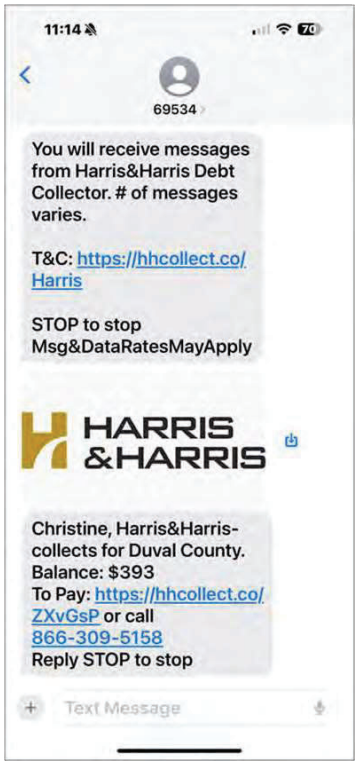


Ringless voicemails entail a voicemail direct drop message. "Ringless Voicemail" provides a simple communication to the debtor without calling their cell phone and interrupting them. Most smartphones provide the ability to transcribe the message left, which also allows the debtor to read the voicemail if they are unable to listen to the message at that time.



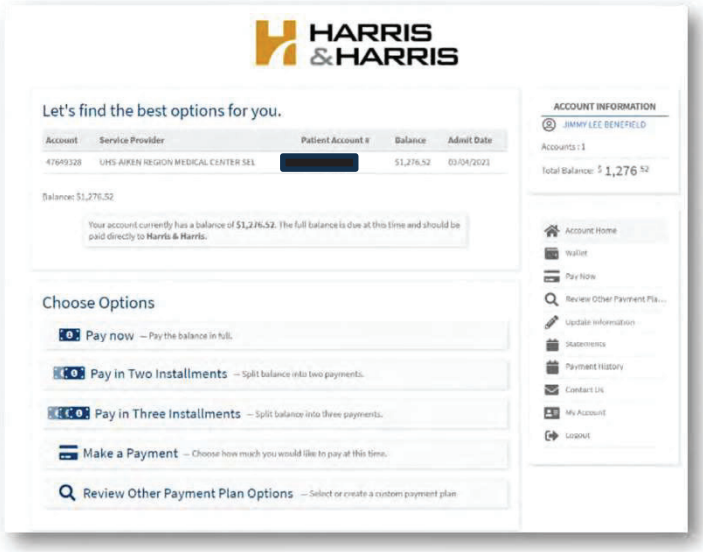
Harris & Harris also offers additional modern self-service communication channels to provide support to debtors regarding questions they may have regarding their outstanding balances. These channels include:

MMS text messaging offers debtors the ability to communicate via mobile text. Our mobile messaging includes customized options to meet our call center needs and those of each client. Prior to receiving a message requesting payment, debtors will receive a text notifying them that additional messages will be sent. This message includes an opt-out method and is followed by the Harris & Harris logo, improving validation and authenticity. Messages provide links direct to the payment portal or telephone call center to enable the debtor to self- service or speak with a representative. All subsequent messages include opt-out language.

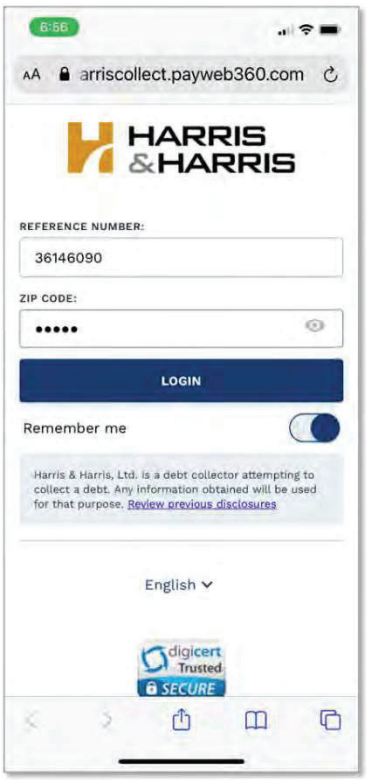


Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

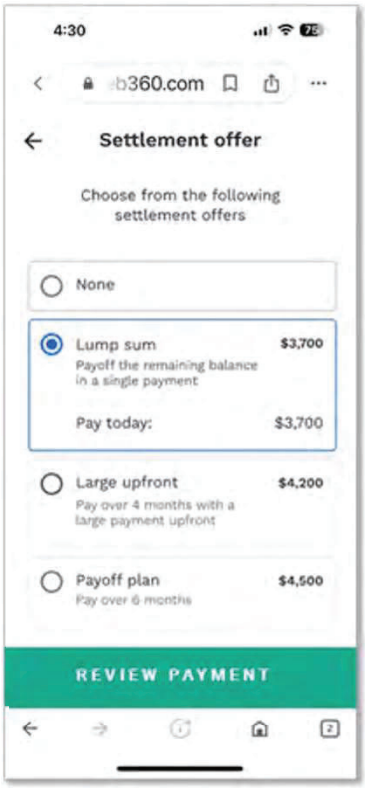
Customized payment portals with the ability to negotiate and set up their own payment plans. For clients where we direct debtors to pay through Harris & Harris options, we can also implement an area of our online payment portal that enables a debtor to negotiate their own payment plans. The payment plan parameters are set during the implementation phase. This functionality enables the debtor to log into our payment portal and set up a payment plan that is the best option for their ability to pay.



Our portals can be accessed through optimized mobile platforms, enabling debtors to easily fulfill their obligations using their mobile devices. These platforms offer the convenience of setting up payment plans that align with pre-established parameters established by the Court. Debtors can access the portal via QR code, text message link, or directly.







Phase 6: Litigation / Legal Activities



If all collection efforts have been exhausted and as authorized by a client, Harris & Harris can identify certain accounts for legal activities. Harris & Harris offers the added value and benefit of the affiliated law firm of **Arnold Scott Harris, P.C., Attorneys at Law**. This in-house firm is experienced in determining which client accounts are suitable for litigation and expedites the legal process by eliminating the necessity to involve outside counsel. In most cases, a suit will be recommended only if the debtor is employed on a full-time basis.

Prior to any account being referred to our dedicated garnishment and levy team either through automation or via collection representative referral, all attempts are exhausted to resolve the outstanding obligation on a voluntary basis. These efforts are verified both manually and through our collection system and include:

- Completed phone attempts
- Completed letter series with appropriate wait times
- Payment arrangement default
- Bankruptcy verification
- Employment verification

In addition to the voluntary resolution efforts, Harris & Harris will work closely with the Court to establish other desired or required criteria for referral to the levy and garnishment team. When all criteria are met, the account will officially move to the levy garnishment team.

For legal escalations on tax warrants via levy or garnishment, the process consists of a dedicated post judgement team reviewing a given tax account for due diligence and viability. This entails a secondary review of accounts to ensure that:

- Phone calls and mail attempts have been made for each eligible account
- The debtor is not deceased nor in an active bankruptcy
- Minimum balance thresholds are met
- A full review of account and payment history is made

This is to ascertain financial hardship and payment plan potential and to validate and address any potential dispute listed. The debtor's state of residence is also validated to ensure that recommended activities taken are lawful in the relevant jurisdiction. For example, no garnishment efforts are taken in Texas or Florida. Before accounts are submitted for legal escalation via levy or garnishment, in-house attorneys review the work of the administrative personnel as a final precaution before recommending final approval with the client.

At any time throughout the collection cycle, we may be notified of the power of attorney, representation, or customer consent. All such notices are reviewed by our compliance team and a determination is made regarding assignment for contact whether that is legal, supervisory, or at the collection representative level.

Harris & Harris makes every attempt to ensure that garnishments and levies are conducted in a way to resolve the outstanding balance of debtor accounts in their entirety. Our customer service practices extend beyond simple debtor communication; rather we provide the same

excellent service to banks and employers. Inevitably, and for a multitude of reasons including minimal asset at the time of levy or employment termination, small balances may remain after levy or garnishment.

When balances remain after the completion of a levy or when a garnishment is completed or terminated (i.e. a small balance such as $100 or less) Harris & Harris takes a proactive approach to quickly resolving the remaining outstanding balance. Our legal team reviews weekly automated reporting developed specifically to identify qualifying debtor accounts requiring additional resolution. The identified accounts are flagged and reported to the appropriate collection manager inclusive of relevant levy or garnishment data that will aide in the voluntary resolution of the balance. The collection manager coordinates special campaigns to follow up on the remaining balance owed to ensure prompt resolution.

Phase 7: Closing and Returning Accounts

Harris & Harris will immediately cease collection activity at any point in the collection process if any of the following occur:

- If the debtor disputes or appeals the debt, we will cease activity and consult with the Court to verify the validity of the debt
- If an account meets a predetermined status set by the Court
- If the Court elects to cancel, de-assign, or recall an account at any time and for any reason

Harris & Harris will declare an account uncollectible if an account meets certain highly specific criteria, or when all efforts to secure payment have been exhausted. We will follow any standards for closure specified by the Court, and all status codes can be fully customized to align with the accounting and auditing processes of the Court.

The most common factors that make an account uncollectible include the following:

- Death
- Incarceration
- Documented physical incapacity (e.g., coma, terminal cancer)
- Documented permanent physical or mental disability
- Deportation
- Invalid placement
- Bankruptcy
- Debtor refuses to pay and has insufficient assets for garnishment, levy, or attachment
- Below poverty level
- Military personnel on active duty in a war zone

Harris & Harris will close and return any such account back to the Court, along with a full report detailing all collection efforts, any contact made, as well as any updated contact information we may have obtained. During the implementation phase of the contract, Harris & Harris will work anew with the Court to review specific criteria to incorporate into the close and return process.

3.1 COLLECTIONS VIA MAIL

3.1 Collections via Mail

3.1.1 All CONTRACTOR letters sent to debtors shall be pre-approved by the COURT Project Manager (PM).

Agreed. As noted above under Phase 4 of our collection methodology, all letters will be subject to a rigorous approval process by the County/Court and by our compliance attorney. Harris & Harris will develop and present to the Court Project Manager for pre-approval a full portfolio of letters and notices to be used throughout this contract. **All letters and notices created by our firm can and will be customized to the exact specifications of the County/Court**, including but not limited to County/Court court account/case number, wording, type of letter generated, letter triggers, and timing.

We have included our **Sample Correspondence** package for courts in the **Appendix** to our Technical Proposal.

3.1.2 CONTRACTOR shall employ "skip tracing" to obtain current debtor address and phone number.

Agreed. As noted above under Phase 2 of our collection methodology, Harris & Harris knows that **skip tracing** is a valuable process within any successful collections methodology, and we use the most advanced skip tracing tools currently available. We also have partnered with leading third-party vendors to uncover accurate mailing addresses, phone numbers, and other vital contact information. **These services enable us to identify undeliverable addresses before mailing as well, thereby dramatically reducing the extra time and cost incurred by returned mail**.

Please also see *3.2 Skip Tracing* later in this section for greater detail regarding our skip tracing use and capabilities.

3.1.3 CONTRACTOR shall issue the first Delinquency Letter upon receipt of debtor information by COURT and/or after obtaining a current address through "skip tracing." CONTRACTOR shall provide the debtor no more than thirty (30) days from the date of Delinquency Letter to respond to the first Delinquency Letter. If the address provided by COURT is incorrect, or if a letter is returned undeliverable, addressee unknown, etc., CONTRACTOR shall attempt to obtain a current address through "skip tracing" and commence issuing letters once a current address is obtained.

Agreed. Harris & Harris has read, understands, and agrees to comply with this requirement. Within 24 hours of account placement and system update, our system initiates a search to obtain one or more of the following:

- Correct residential address
- Updated telephone number(s)
- Contact information for relatives
- Contact information for nearby residents or neighbors
- Other applicable contact or identity verification data.

Following confirmation, we will automatically generate and issue the first delinquency letter, notifying the debtor that their account has been placed with us for collection. This letter will provide the debtor no more than thirty (30) days from the date of the letter to respond. Should the letter be returned as undeliverable due to any circumstance (e.g., incorrect address provided by Court, addressee unknown, etc.), Harris & Harris will employ its full skip tracing capabilities (see 3.2 later in this section) including resubmitting the debtor information through our Skip Tracing Waterfall to obtain a current address.

Each letter shall:

- *Identify CONTRACTOR;*
- *Inform the debtor of the origin of the debt and the current amount owed;*
- *Advise of the consequences of continued non-compliance as allowed by statue, such as wage garnishment, State tax refund intercept, and/or driver's license suspension, if applicable;*
- *Describe payment options available such as installment payment plans;*
- *Describe how payment may be remitted;*
- *Explain that a debtor with an Infraction with Unadjudicated Bail, Sanctions, Juror Sanction, Child Custody Evaluation, or other accounts as approved by COUNTY/COURT, who wish to dispute the debt must schedule a court appearance;*
- *List a toll free (e.g., "800") telephone number, which allows debtors to remit payment, schedule a court appearance and/or obtain general information;*
- *Provide a return envelope for the submission of payment;*
- *List the contractor's web page address, which allows debtors to remit payment.*

CONTRACTOR shall not use or display the official seal or logo of the COURT on any of its letterhead or other communication with any debtor for any reason.

Agreed. All letters and notices created by our firm for this contract can and will be customized to exact specifications, **including but not limited to every requirement cited above**. Each letter will clearly identify Harris & Harris and will describe the obligation and the possible consequences of non-compliance. Each letter will provide several avenues for response/remittance, including but not limited to a toll-free number and the ability to pay online and the inclusion of a return envelope for mailed payments. **Letters and notices will never use or display the official seal or logo of the Court.** Debtors will also be advised of alternate actions including setting up a payment plan or scheduling a court appearance to dispute a debt.

All letters and notices created by our firm can and will be customized to the exact specifications of the County/Court, including but not limited to County/Court court account/case number, wording, type of letter generated, letter triggers, and timing. All letters will be subject to a rigorous approval process by the County/Court and by our compliance attorney.

3.1.4 If the debtor does not respond by the 31st day of the date of mailing, CONTRACTOR shall issue a second letter provided the debtor has a valid address. Thereafter, letters with valid addresses shall be issued on a strategic basis, or until debt is satisfied in full or account is recalled/cancelled.

Agreed. The schedule of subsequent collection letters will be determined by the needs and requirements of the County/Court, to include under this contract our issuance of a second letter (for debtors with a determined valid address) if a debtor has not responded by the 31st day of the date of mailing for the first delinquency letter. We will also employ our judgment of the circumstances surrounding the collection of accounts to issue subsequent letters on a strategic basis to work the account to fulfillment until/unless it is recalled or canceled. We can adjust the frequency of letter generation to meet County/Court requirements as they may evolve throughout the contract, and our collection professionals can have the automated collection system generate letters for special situations.

3.1.5 CONTRACTOR may issue additional letters as deemed necessary.

Agreed. Harris & Harris has read and understands this requirement. As noted above, the schedule of subsequent collection letters will be determined by the needs and requirements of the County/Court, as well as by our judgment of the circumstances surrounding the collection of

accounts. We can adjust the frequency of letter generation to meet County/Court requirements, and our collection professionals can have the automated collection system generate letters for special situations. Letters are also automatically sent for payment reminders and notices of missed payments, and return envelopes are enclosed for convenience.

3.1.6 All correspondence issued by CONTRACTOR shall be accompanied by a Spanish language version of the correspondence.

Agreed. Harris & Harris letters are available in a variety of language formats. Most of our clients elect for letters in English or Spanish; letters can also be adapted for other large foreign-language populations as needed. For all debtor correspondence including letters and notices to be issued under this contract with the County/Court, we agree to include a Spanish language version to accompany the original correspondence.

3.2 SKIP TRACING

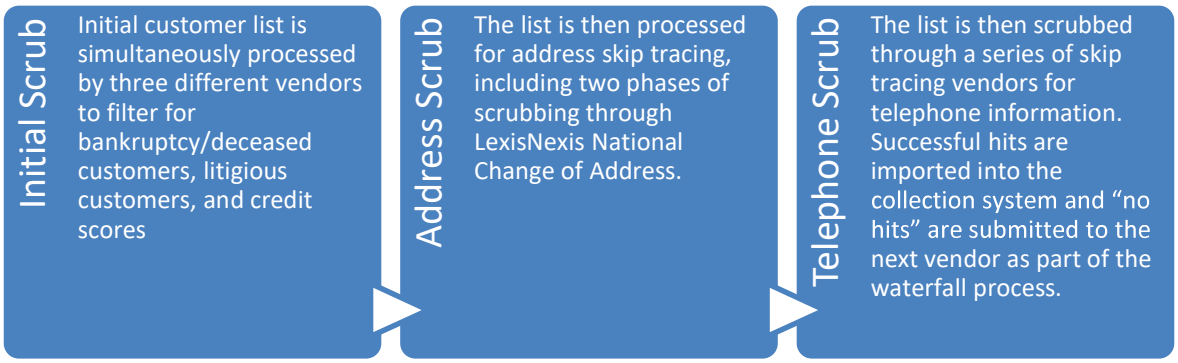
3.2 Skip Tracing

3.2.1 CONTRACTOR shall utilize "skip tracing" to obtain account information (e.g., address, telephone numbers, Social Security Number, etc.) on delinquent debtors for the purpose of collecting a debt.

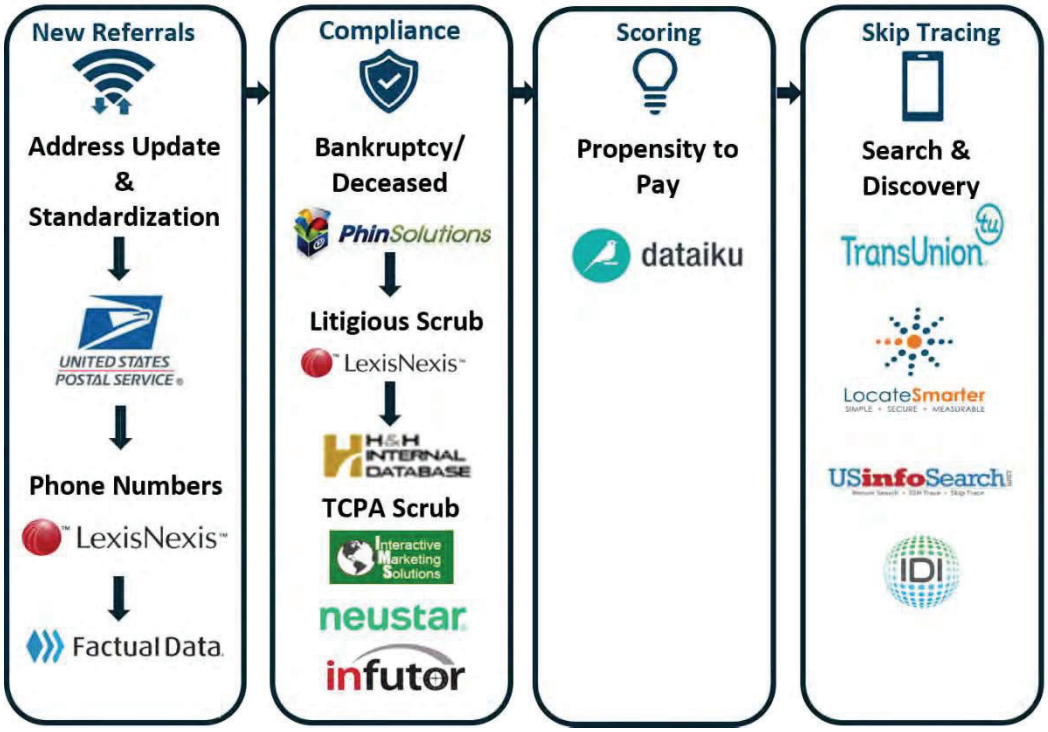
Agreed. As noted earlier in our discussion of Phase 2 of our collection methodology, skip tracing is a valuable process within any successful collection methodology, and we use the most advanced skip tracing tools currently available. **Both electronic and manual skip tracing services are provided at no additional charge as a standard service within our collection methodology**. We partner with leading third-party vendors to uncover accurate mailing addresses, phone numbers, and other vital contact information. **These services enable us to identify undeliverable addresses before mailing as well, thereby dramatically reducing the extra time and cost incurred by returned mail**. We submit all rejected files for a new address or phone number to maximize the rate of success of our skip tracing process.

Within 24 hours of account approval and system update, our system initiates a search to obtain the correct residential address, updated phone numbers, and all applicable contact data. We will transmit any updated contact information to the Court in a daily update file via secure FTP transfer. When our automated processes fail to locate a debtor, our seasoned manual skip tracing team, composed of research investigators and expert skip tracers, provide additional assistance. All locate efforts are performed in full compliance with the FDCPA, FCRA, and all applicable federal, state, and local laws and regulations.

Highlights of our scrub process for this contract include:



We present below a graphic depiction of our **Scrub and Skip Tracing Waterfall**.



Wrong party contacts and contacts that cannot be reached for 30 days are resubmitted to the skip tracing waterfall. Accounts that are filtered through all the skip tracing vendors without producing a phone number are resubmitted to the waterfall to be reprocessed.

Harris & Harris uses the most extensive and fully automated skip tracing process in the industry. The first step in the process is to update the debtor's home address. By standardizing the address, inaccuracies are corrected, and the ZIP code plus 4 (ZIP+4), which identifies a geographic segment within a delivery area, such as a city block, is appended. After the standardization is completed, the address is scrubbed against the USPS' National Change of Address (NCOALink) database. There are three significant advantages to this product:

- The process is immediate and bypasses waiting for a letter to cycle through the delivery and return process to then skip trace for a new address.
- Any new address on file is immediately appended, forwarded, and updated through an electronic upload into our collection system.
- Since the mail return process has been fully automated, the cost for this service is less expensive, which enables Harris & Harris to offer the most competitive rate structure. If the address submitted by our client results in mail return, the automated skip tracing waterfall will update the customer record with a new address by running the account through a series of skip trace tools until an address is located or we exhaust our efforts. If no updates are found, we may continue to re-run this process.

3.2.2 CONTRACTOR shall perform "skip tracing" each month until the account is deemed uncollectible, transferred or until a current/correct address is obtained.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Agreed. For this contract with the County/Court, wrong party contacts and contacts that cannot be reached for thirty (30) days will be continuously resubmitted to the Skip Tracing Waterfall to be reprocessed. Accounts that are filtered through all the skip tracing vendors without producing a phone number will be resubmitted to the waterfall to be reprocessed every thirty (30) days until a valid address is obtained or until the account is transferred, recalled, or otherwise deemed uncollectible

3.2.3 CONTRACTOR shall provide COUNTY/COURT with updated account information (e.g., address, telephone numbers, Social Security Number, etc.) upon request.

Agreed. We will transmit to the County/Court any updated contact information discovered during our skip tracing efforts upon request and on any schedule desired by the County/Court.

3.2.4 CONTRACTOR shall utilize the following resources as legally allowed and as necessary to obtain updated account information:

- ***Telephone Directories***
- ***Credit Bureau Reports***
- ***County Tax Assessor Records***
- ***Current Voter Registration Records***
- ***Debtor's financial and banking references***
- ***Debtor's current or previous employers***
- ***National Change of Address Database***
- ***Department of Motor Vehicles***
- ***Third party firms such as LexisNexis***
- ***Relatives/Neighbors/Associates***

Agreed. As legally permitted and as necessary, Harris & Harris will utilize a full spectrum of resources to obtain updated account information on County/Court debtors, including but not limited to all of the resources cited above. As cited earlier, when our automated processes and Skip Tracing Waterfall fail to locate a debtor, we also have a seasoned manual skip tracing team, composed of research investigators and expert skip tracers, to provide additional assistance. All locate efforts are performed in full compliance with the Fair Debt Collection Practices Act (FDCPA) and all applicable federal, state, and local laws/regulations.

3.3 CONTACT VIA TELEPHONE

3.3 Contact via Telephone

As described earlier in this section, Harris & Harris utilizes the latest release of the **Genesys PureCloud** telephony platform, which is completely integrated to generate effective, real-time campaigns and a wide range of telephony features for our collection representatives including programmable dialing. Setting us apart from other agencies is the fully blended software suite of products and programs that allow us to effectively manage our call center through calling campaigns, real-time analysis, statistical and analytical reporting, collection representative management, and custom tools that help us achieve maximum recoveries and customer satisfaction.

The entire dialing process is extremely resilient by maintaining multiple dial tone carriers which have central hub switching stations geographically located in cities around the country to avoid outages. In addition, Harris & Harris has the necessary equipment and provisioned access rights with our carriers to move our inbound call traffic between carriers if they experience an outage. The architecture of the Genesys system has redundant servers within separate data

centers to avoid outages. If there is a system failure or outage, the system automatically fails over to our redundant server. The Genesys system has separate servers to perform each function to avoid any latency when processing our calls. The Genesys system's key components are a telephone switch, predictive dialer, call voice recording, screen capture, and a call accounting data capture of all inbound and outbound calls.

We utilize five dialing methods to contact debtors: predictive dialing, power dialer, automated messaging, unattended messaging, and preview.

- **Predictive Dialing**: Automatically calls a list of telephone numbers, screening out no-answers, busy signals, answering machines and disconnected numbers while predicting at what point a human agent will be able to handle the next call. Typically, outbound calls are processed at a ratio of (outbound call to collector ratio) of a range starting at 3:1 up to 10:1 based on answer rates and staffing. We actively monitor the calling campaign to ensure pacing aligns to our desired service levels. The list of phone numbers are generated each morning based on our overall contact strategy and in accordance to all federal, state, and client rules.
- **Power Dialer**: Automatically calls a list of telephone numbers, screening out no-answers, busy signals, answering machines and disconnected numbers, but a dial is not initiated until a human agent is available. While more efficient than manual dialing, this is less efficient than predictive dialing and is typically used when dialing highly regulated areas e.g., New York City. We actively monitor the calling campaign to ensure pacing aligns to our desired service levels. The list of phone numbers is generated each morning based on our overall contact strategy and in accordance to all federal, state, and client rules.
- **Automated Messaging (AM)**: Part of our collection strategy is to drive as many inbound calls as possible. Automated messaging automatically calls a list of telephone numbers until there is a live connect. At that point, the system then gives the person on the other end the option to be transferred to a live agent.
- **Unattended Messaging**: When authorized, automated dialing campaign leaves a message with a live person or answering machine/voicemail. The text to speech engine leaves a customized message by announcing the debtor's name within the message. Our text to speech engine is the newest on the market and sounds very close to a real person's voice instead of the commonly known digitized version.
- **Preview**: Preview enables a representative to review account notes prior to initiating a call to the debtor.

Harris & Harris records 100 percent of all inbound and outbound calls for appending to each case/account, and we can readily make these recordings available to the Court.

3.3.1 CONTRACTOR shall employ "skip tracing" to obtain a current telephone number if COUNTY/COURT is not able to provide CONTRACTOR with debtor telephone numbers.

Agreed. As noted earlier in 3.2 in our discussion of our skip tracing capabilities, our **Skip Tracing Waterfall** is employed upon account approval and system update to search to obtain one or more of the following:

- Correct residential address
- **Updated telephone number(s)**
- Contact information for relatives
- Contact information for nearby residents or neighbors
- Other applicable contact or identity verification data.

We will employ our waterfall for every account placed by the County/Court, whether or not the County/Court has provided a telephone number for the debtor as part of the account placement, until we obtain a current telephone number or until the account is otherwise recalled.

3.3.2 CONTRACTOR shall initiate telephone calls to debtors once a telephone number is obtained.

Agreed. As soon as Harris & Harris locates and validates a current telephone number for a debtor, we will immediately (within one business day) begin telephoning that debtor to attempt to collect the debt due. Our experience has shown that debtors often respond better to person-to-person contact than to written notices. Therefore, our emphasis is on **rapid person-to-person contact**.

3.3.3 CONTRACTOR shall interact with debtors in a professional and courteous manner and adhere to all rules and regulations governing collection practices in the United States (e.g. Fair Debt Collections Act and the Federal Trade Commission).

Agreed. Harris & Harris was founded by the late Samuel Harris in 1968, who envisioned a collection agency that would treat debtors with respect and compassion. In the ensuing decades, we have built a reputation in this industry of a different approach to collections, one where we view a debtor not as our adversary, but as a partner. Our representatives are trained to take a collaborative approach to debtor contact, regarding the debt owed as a problem to be solved together. Our representatives are trained and continually coached to use professional and courteous conversation and dialogue, and to tailor their approach to each individual's unique needs and circumstances, all in strict compliance with the Fair Debt Collection Practices Act (FDCPA), the Federal Trade Commission (FTC), and all applicable federal, state, and local statutes. This culture of respect permeates every level of our organization and is the reason that Harris & Harris sees remarkably little turnover in our workforce, very few debtor complaints, and collection returns that exceed our clients' expectations.

Harris & Harris ensures that our core values and those of each client are consistently upheld throughout our best collection efforts at all placement levels and across each collection division and account portfolio. For Harris & Harris, those core values include:

- **Zero-tolerance policy** for abusive collection or harassing debt collection practices – we never use threatening language, intimidation, or harassment in the collection process
- Collection representatives act in full accordance with all client and legal requirements, including all Federal, State, local, and industry guidelines regarding debt collection
- Ensuring that the debtor has been given a fair opportunity to resolve the debt

When we make telephone contact with debtors, we are not just collectors -- we are communicators, ready to talk and even more importantly, ready to listen. We apply a human touch to our business by recognizing that each debtor is a unique individual, with unique situations that may require compassion and special treatment. We provide pragmatic counseling

to resolve each debtor's account, and we strive to understand the unique circumstances faced by each debtor. Through communication, we will establish a good faith effort on the part of each debtor to meet their responsibility to pay their debts.

Assisted by state-of-the-art software, Harris & Harris collection representatives make telephone calls using script modules that automatically guide them through sensitive collection processes with pre-programmed scripts they can recite word-for-word. On all initial contact with debtors, our collection representatives do the following:

- Identify their calls as originating from Harris & Harris on your behalf
- Specify the debt, the original balance, and the amount due
- Require payment in accordance with your policy.

Scripts are vetted by our legal department to ensure absolute compliance with all federal, state, and industry regulations governing debtor contact, and each is tailored to each client's specific needs and expectations. We have included **Sample Scripts** in the **Appendix** to our Technical Proposal.

3.3.4 CONTRACTOR shall provide TTY/TDD services in English and Spanish, and multilingual translators in the following languages: Spanish, Chinese, Armenian, Korean, and Vietnamese, when requested by the customer. A certified service may be used (e.g. Certified Languages, Inc.).

Agreed. Harris & Harris can readily communicate with every debtor to the County/Court, including but not limited to our provision of means via TTY/TDD services and facilitation via certified translation services.

Non-English-Speaking Debtors

Harris & Harris understands the necessity to speak with debtors in their native language. We always want to ensure that debtors fully understand their obligation, the repercussions of not resolving the debt, and their options for payment.

To that end, we employ multilingual collection representatives who can speak fluently in all common languages that we encounter, including Spanish, French, and German. For other languages such as those cited in the requirement, we utilize a translation service, allowing us to speak effectively with any debtor at any time. Spanish speaking debtors are by far the majority of our second language debtors. We staff each of our collection units with a minimum of 25 percent Spanish/English bilingual collectors. Based on the demographics of the debtor mix, our bilingual staffing is as high as 66 percent to ensure the ability to penetrate all account placements. We constantly adjust our staffing to match the debtor-mix pool in each unit.

Hearing-Impaired Debtors

Harris & Harris offers the County/Court direct experience and established accommodation and capacity for working with hearing-impaired debtors who require the use of a TDD/TTY service. If we receive an incoming call from a hearing-impaired debtor via live operator/translator, our representatives are trained to obtain proper authorization from the debtor before discussing the debt. Since these calls typically last longer than an average collection call, incoming TDD/TTY calls are transferred to the floor supervisor.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Visual-Impaired Debtors

Harris & Harris also accommodates debtors who are visually impaired. Once notified that a debtor is visually impaired or blind, we will inquire as to the means of communication that is most suitable for the individual. If the debtor wishes for us to communicate with a third party, we will solicit signed approval to discuss the debt with a specifically named individual. We strive for effective telephone communication with every debtor, such that we are able to communicate verbally the information provided in every mailed notice. Payments can be made via telephone with the assistance of our representatives.

3.3.5 CONTRACTOR shall maintain telephone contact with each debtor that is in non-compliance by initiating at least one (1) call per month. During the telephone call, CONTRACTOR shall:

- ***Identify CONTRACTOR;***
- ***Inform the debtor of the origin of the debt and the amount owed;***
- ***Advise debtor of the consequences as allowed by statue of continued non-compliance, such as wage garnishments, State tax refund intercept and/or driver's license suspension, if applicable;***
- ***Describe payment options including installment payment plans;***
- ***Describe how payments may be remitted;***
- ***Explain that a debtor with an Infraction with Unadjudicated Bail, Sanction, Juror Sanction, Child Custody Evaluation or other accounts as approved by COUNTY/COURT, who wish to dispute the debt, must schedule a court appearance.***

Agreed. Harris & Harris agrees that we shall maintain consistent contact with each debtor by initiating at least one (1) call per month throughout account placement. Our telephone contact will be synchronous with our written correspondence as described in 3.1.3. Each call will clearly identify Harris & Harris and will describe the obligation and the possible consequences of non-compliance. Our collection representative will provide several avenues for response/remittance, including but not limited to the ability to make a payment with the representative or to pay online. Debtors will also be advised of alternate actions including setting up a payment plan or scheduling a court appearance to dispute a debt.

As cited earlier, we have included **Sample Scripts** in the **Appendix** to our Technical Proposal.

3.4 DEBTOR PAYMENT OPTIONS / METHODS OF PAYMENT

3.4 Debtor Payment Options / Methods of Payment

3.4.1 CONTRACTOR shall provide debtors who wish to comply, but face financial hardships or difficulties, with a flexible alternative payment plan. CONTRACTOR may set the terms and conditions of the payment plan; however, interest and fees shall not be charged.

Agreed. When contacting a debtor, **Harris & Harris collection representatives always request the full balance first**. However, for debtors who cannot make payment in full, we negotiate and offer payment plan options in accordance with each client's specific policies. All collection representatives are specifically trained to gather the necessary information from the debtor to establish a reasonable payment plan that is compliant with each respective client's specifications and that is the largest payment possible that works within the debtor's personal budget.

Once a collector has reached an agreement with a debtor on a particular payment plan, a supervisor takes over the call to confirm the arrangements. This technique ensures a higher

level of compliance and affords the supervisor the opportunity to review the account to make certain that the payment arrangements are reasonable. Payment arrangements are not considered binding unless the debtor has provided a debit or credit card or bank account number to which drafts may be submitted. On receipt of the necessary banking information, the amount and the due date are confirmed with the debtor by the collection supervisor and the payment arrangement is confirmed.

There are several key elements of a successful payment plan program:

- **Down Payment**: A down payment is the first step of a payment plan program, as it means that the debtor is immediately invested in the program and is more likely to see it through to completion.
- **Post-Dated Checks and/or Post-Dated Credit Card Payments**: Post-dated payments are a remarkably powerful tool for our collection team, as they are a tangible means of payment. Post-dated checks are entered for each account, but they do not update the account balance until the actual date of the check (the date the check is deposited). All post-dated checks are held in a suspense file and are accessible for review and updating. The actual post-dated checks are filed by date in a fireproof safe.
- **Automated Monthly Notifications**: Monthly notifications serve as consistent reminders to debtors of their monthly obligation. Notifications can be customized to client specifications, and typically include payment coupon, original balance, remaining balance, and number of payments left in the agreement.
- **Calling Campaigns**: If a debtor misses the payment deadline, we immediately begin initiating calls to the debtor, attempting to secure that month's payment.
- **Online Option**: A successful payment program is further enhanced by offering debtors the ability to set up an installment program online. Harris & Harris has a portal through which debtors to the Court can explore their payment options. The Harris & Harris standard payment plan policy requires the debtor to pay half of the balance up front and then pay the balance of the amount due within a 90-day period. Payment plan specifics can be customized to meet the needs and expectations of the Court.

For this contract with the Court, Harris & Harris will ensure that all payment plans – whether initiated by our collection representatives or generated online – are authorized by the Court. Please see **Sample Correspondence** in the **Appendix** to our Technical Proposal for sample payment plan correspondence.

3.4.2 CONTRACTOR shall advise debtors of any COUNTY/COURT Ability to Pay programs available and direct the debtor where to obtain information (e.g., COURT website).

Agreed. Harris & Harris regularly incorporates avenues for **Ability to Pay** programs into collection programs for our clients to augment debtor options to resolve their debt (e.g., charity care screening for indebted patients of our healthcare clients). We welcome this option as part of our overall strategy and methodology for maximizing collections for the Court. During implementation, we will discuss with the Court any existing programs that they wish to be made available to debtors, and we will incorporate those programs into all scripting so that such information is readily shared with debtors. Collection representatives will also direct any interested and eligible debtor on how to obtain related information, such as via the Court Web site.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.4.3 CONTRACTOR, at minimum, must accept the following types of financial instruments for payments for account balances:

- ***Cash (only at CONTRACTOR'S local business office(s) or where CONTRACTOR has provided clerical staff)***
- ***Personal checks***
- ***Bank debit cards***
- ***Nationally recognized credit cards (e.g., MasterCard, Visa American Express, and Discover)***
- ***Money orders***
- ***Cashier's checks***
- ***Bank certified checks***

Agreed. Payment types that we accept (as allowed by each client) include:

- Cash (at Harris & Harris offices or authorized locations with Harris & Harris staff)
- Checks (personal, cashier's, and bank certified)
- Credit cards
- Debit cards

In addition to cash, we can accommodate other debtors – including those who may not have access to traditional banking – through payment methods including:

- Cash payments at payment windows
- Money orders
- Western Union
- Quick Collect
- MoneyGram

3.4.4 CONTRACTOR shall provide a statement and a return envelope to debtors who have established a monthly payment plan. The statement shall, at minimum, inform the debtor of the remaining balance, the minimum amount due and the payment due date.

Agreed. Harris & Harris has included within the **Sample Correspondence** package provided in the **Appendix** to our Technical Proposal our sample letters used with debtors who have established a monthly payment plan. As you will see, these standard samples already include the minimum information cited in this requirement, and they can be fully customized by the County/Court as desired. Harris & Harris also affirms that our issuance of payment plan correspondence for any client including the County/Court always includes a return envelope to facilitate and expedite payment by the debtor.

3.4.5 CONTRACTOR shall ensure that when debtors submit personal checks, the case number or contractors file number, receipt number and defendant's last name appear on the check.

Agreed. Harris & Harris agrees that we will confirm that the cited information appears on any personal check submitted to pay a debtor's debt prior to accepting and processing it as a payment toward the debt.

3.4.6 CONTRACTOR must provide debtor a receipt for all payments received in person at CONTRACTOR'S local business office(s).

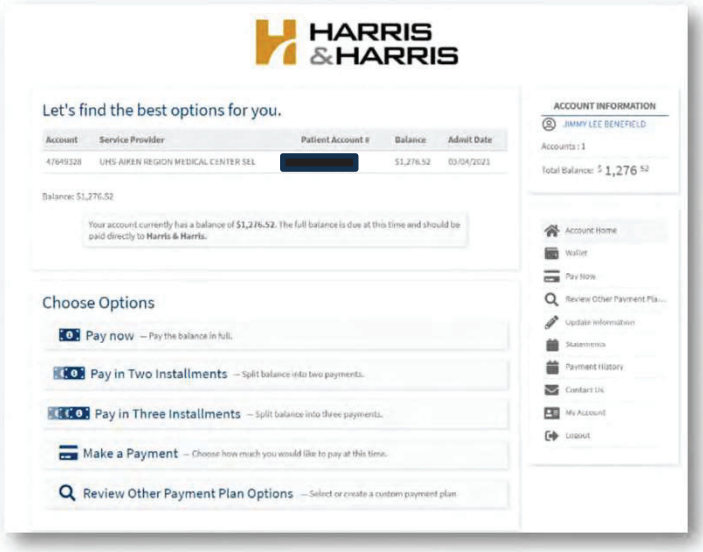
Agreed. Regardless of the method of payment, Harris & Harris always provides a debtor with a receipt. For debtors who make payments in person at a Harris & Harris office or authorized

payment office, we will readily provide a hard copy receipt with details including but not limited to the date and amount paid.

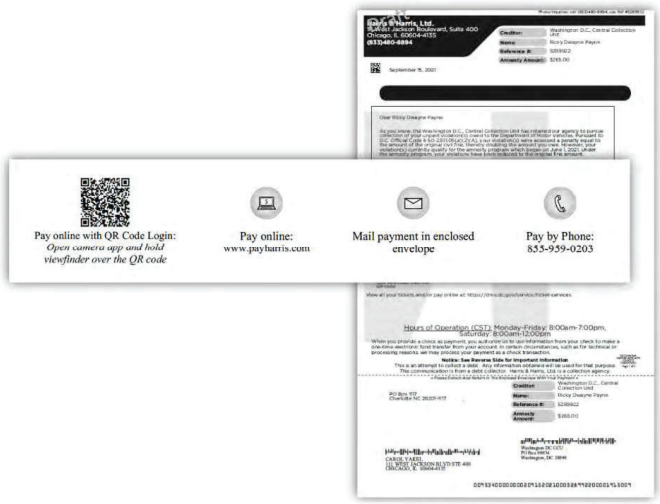
3.4.7 CONTRACTOR shall accept debtor payments via the internet (see 3.9.2 Debtor Services, Internet Services).

Agreed. As noted earlier in this section in Phase 5 of our collection methodology, our Omni Channel communication options provide debtors with a variety of ways to make payments, including several means via the Internet. Our agency understands that debtors are unique in their preferred method of communication and payment options. Harris & Harris believes that offering different communication and payment channels will assist in improving the overall debtor experience while expediting collections over time. Our payment options via the Internet include:

Customized payment portals with the ability to negotiate and set up their own payment plans. For clients where we direct debtors to pay through Harris & Harris options, we can also implement an area of our online payment portal that enables a debtor to negotiate their own payment plans. The payment plan parameters are set during the implementation phase. This functionality enables the debtor to log into our payment portal and set up a payment plan that is the best option for their ability to pay.



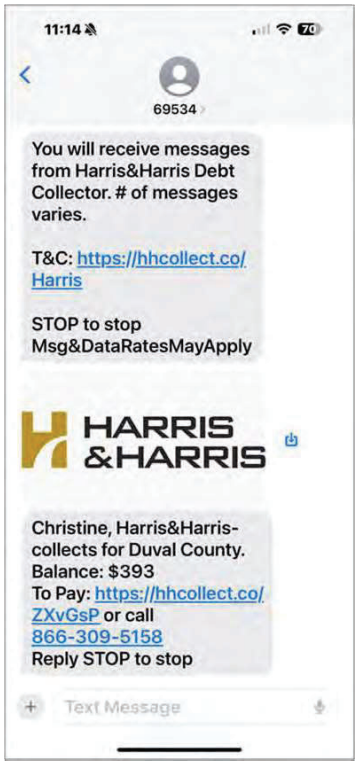
Notices with unique QR codes to simplify payment options. The QR code takes the debtor directly to a customized payment portal. The payment portal can also enable the debtor to negotiate their own payment plans. This enables self-service options per Court guidelines.



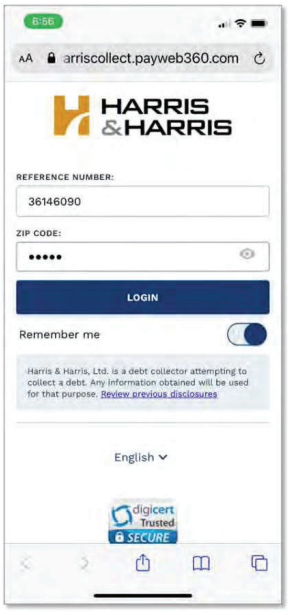
Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Harris & Harris also offers additional modern self-service communication channels to provide support to debtors regarding questions they may have regarding their outstanding balances. These channels include:

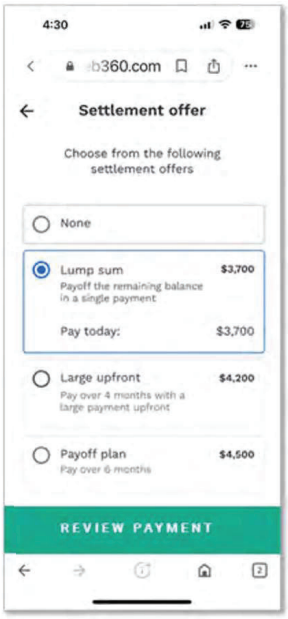
MMS text messaging offers debtors the ability to communicate via mobile text. Our mobile messaging includes customized options to meet our call center needs and those of each client. Prior to receiving a message requesting payment, debtors will receive a text notifying them that additional messages will be sent. This message includes an opt-out method and is followed by the Harris & Harris logo, improving validation and authenticity. Messages provide links direct to the payment portal or telephone call center to enable the debtor to self- service or speak with a representative. All subsequent messages include opt-out language.



Our portals can be accessed through optimized mobile platforms that can be reached via QR code, text message link, or directly.







3.5 COURT APPEARANCES

3.5 Court Appearances

3.5.1 CONTRACTOR shall allow debtors to set a court appearance as directed by COUNTY/COURT. For example, on traffic failure to appear cases, a debtor retains the right to an arraignment/hearing. Therefore, upon request by a debtor, CONTRACTOR shall:

- ***Allow a debtor to schedule a court hearing, pursuant to COURT policy, on Traffic Failure to Appear accounts. For Civil Sanctions, Juror Sanctions, Child Custody Evaluations and Juvenile Dependency accounts direct the party to contact the Court.***

Agreed. Harris & Harris will fully train and staff the collection unit assigned to the County/Court to understand and acknowledge this option as a possible request to come from a debtor to the County/Court. We will customize scripts to guide the collection representative through processing this request to either schedule a court appearance on behalf of the debtor for the type of allowable account as cited above or to direct the debtor to contact the Court.

- ***Schedule a court appearance on a day and time which has already been established by COURT (COURT will provide CONTRACTOR with dates and times for each location, as needed.)***

Agreed. Harris & Harris will use a schedule of dates and times as provided by the Court to schedule court appearances for each location. During implementation, we will discuss with the County/Court how soon and how often dates and times are known for each location (e.g., hourly, daily, weekly) and how best to convey that information to Harris & Harris such that we can access a real-time schedule during contact with debtors to schedule court appearances on their behalf.

- ***CONTRACTOR will be responsible for transferring a data file electronically of all court dates and court locations to the court's case management systems.***

Agreed. Harris & Harris can readily submit at any interim desired by the County/Court (e.g., daily) a data file containing the dates, locations, and debtor phone numbers for a given interim (e.g., day) to the court's case management. During implementation, we can discuss and determine with the County/Court the protocols and process for this transfer, including but not limited to required interims (e.g., a daily transfer at end of day) and file formats. As with other interface capabilities, this transfer will be thoroughly tested prior to implementation. We will also identify this transfer as a contract deliverable and monitor its fulfillment for compliance.

- ***If appropriate and with express debtor consent, CONTRACTOR may notify debtor of court date and account balance via text messaging.***

Agreed. As noted earlier, Harris & Harris offers text messaging capabilities as part of our Omni Channel communications strategy, and we are pleased to see that it can be an authorized means of reaching debtors. When appropriate and with prior documented debtor consent, we will exercise this capability to notify a debtor of their court date and account balance via text messaging.

- ***Upon scheduling a court appearance, immediately suspend all collection activity until COUNTY/COURT notifies CONTRACTOR collection activity to be resumed.***

Agreed. As noted earlier, Harris & Harris will immediately cease collection activity at any point in the collection process if an account meets a predetermined status set by the County/Court. In this instance, we will add the scheduling of a court appearance as a qualifying status to suspend

all collection activity until the County/Court notifies Harris & Harris that activity should be resumed. All status codes can be fully customized to align with the accounting and auditing processes of the County/Court.

- ***Debtors who are referred with either Adjudicated Infractions/ Misdemeanors or Adjudicated Misdemeanors/Felonies accounts do not retain the right to an arraignment.***

Agreed. Harris & Harris agrees not to schedule debtors with the above-named accounts for a court appearance. We will add this protocol to the designated scripts for debtors requesting court appearances, and we will ensure that the scheduling technology used does not provide an option for these debtors to be scheduled as such. Should a debtor request an ability-to-pay hearing, Harris & Harris will refer the debtor directly to the Court.

3.6 DEBTOR FAILURE TO COMPLY WITH NOTICES OF DELINQUENCY & TELEPHONE CALLS

3.6 Debtor Failure to Comply with Notices and Telephone Calls

3.6.1 Upon a Judicial Order from COURT, CONTRACTOR may initiate involuntary payment actions on debtors who fail to pay or establish a payment plan or satisfy their debt. COUNTY/COURT will provide a listing of types of accounts that are subject to involuntary payment actions.

Agreed. As noted earlier in discussion of Phase 6 of our collection methodology, if all collection efforts have been exhausted on qualifying accounts and if authorized by the County/Court through a Judicial Order, Harris & Harris can initiate involuntary payment actions against debtors. Harris & Harris offers the legal services of **Arnold Scott Harris, P.C., Attorneys at Law**, an affiliated legal firm on premises in Chicago which under subcontract to Harris & Harris provides legal services to our clients. This unique relationship allows us to assist our clients with a full portfolio of services to recover revenue for our clients while operating within all federal, state, local, and industry guidelines and standards regarding debt collection and litigation practices.

Harris & Harris can initiate any and all approved legal remedies to recover debt, working through Arnold Scott Harris, P.C., Attorneys at Law and/or through our network of national credit and collection attorney firms when necessary. We understand the need to escalate collection efforts under certain circumstances, and we have the **capability to locate assets and effect recovery in all states and legal jurisdictions** through legal means including but not limited to issuing warrants, obtaining civil judgments, garnishment of accounts, serving levies on banks and other third parties, wage garnishment, and seizure of property, and filing for bankruptcies for both dischargeable and non-dischargeable debts.

3.6.2 CONTRACTOR shall perform the following steps for recalcitrant debtors with accounts identified by COUNTY/COURT that are subject to involuntary payment actions that fail to establish a payment plan or satisfy their debt:

- ***Complete the required paperwork and obtain the appropriate court orders to enforce a civil judgment for the actions listed in this SOW.***
- ***Institute one or more of the following actions:***
  - ***Bank Levy***
  - ***Wage Garnishment***
  - ***Repossession of Property, including vehicle***
  - ***Real Property Liens***

Agreed. Upon initial notification from the County/Court, Harris & Harris will complete the required paperwork to begin enforcing a civil judgment against any qualifying account as judged and referred by the County/Court for involuntary payment action. Upon receipt of a Judicial Order (and Harris & Harris obtaining any other court orders required), Harris & Harris will deem the account as active for involuntary payment action and we will institute one or more of the cited actions as appropriate. As noted earlier, we have the **capability to locate assets and effect recovery in all states and legal jurisdictions** through legal means including but not limited to issuing warrants, obtaining civil judgments, garnishment of accounts, serving levies on banks and other third parties, wage garnishment, and seizure of property, and filing for bankruptcies for both dischargeable and non-dischargeable debts.

3.6.3 Any and all associated costs incurred in instituting the actions listed above shall be paid by the CONTRACTOR and reimbursed by the debtor upon collection of the debt. COUNTY/COURT will only pay commission on the referred amount and not on any associated collection costs.

Agreed. Harris & Harris has submitted a Cost Proposal for this solicitation with full acknowledgement and understanding that the County/Court will pay commission only on the referred amount of debt for these accounts and will not reimburse Harris & Harris for any other associated costs incurred in instituting involuntary payment actions. We acknowledge that it is our right and responsibility to instead seek reimbursement from the debtor as part of our collection of the debt.

3.7 ACCOUNT MANAGEMENT

3.7 Account Management

3.7.1 Withdrawal of Account

COUNTY/COURT reserves the right to withdraw any account whenever COUNTY/COURT deems such an action appropriate and necessary. Generally, COUNTY/COURT will withdraw an account that meets, but may not be limited to any one of the following conditions:

- ***Account referred in error***
- ***Account dismissed by a Judicial Officer***
- ***Debtor is incarcerated***
- ***Debtor is deceased***
- ***Account is referred to another agency for continued collection efforts***

Agreed. Harris & Harris acknowledges the right of the County/Court to withdraw any account as is deemed appropriate and necessary by the County/Court. As noted earlier in Phase 7 of our collection methodology, Harris & Harris will immediately cease collection activity at any time if the County/Court elects to cancel, de-assign, or recall an account for any reason, including but not limited to all of the conditions cited above.

3.7.2 COUNTY/COURT shall notify CONTRACTOR in writing, e-mail or other means of electronic messaging if such action is taken. Cases that are withdrawn from CONTRACTOR shall be removed from CONTRACTOR'S system within two (2) business days of receipt of notice from COUNTY/COURT. Accounts withdrawn shall be electronically transmitted from CONTRACTOR to COUNTY/COURT according to specifications by COUNTY/COURT.

- ***CONTRACTOR shall immediately cease all collection activity and close the account upon notice by COUNTY/COURT of withdrawal of the account. CONTRACTOR shall maintain a list of closed accounts.***

Agreed. Upon notification from the County/Court of an account withdrawal, Harris & Harris will ***immediately*** (well within two business days of receipt of notification) cease collection activity, close the account and remove it from our system, and electronically return it back to the County/Court, along with a full report detailing all collection efforts, any contact made, and any updated contact information we may have obtained.

We will follow any standards for closure specified by the County/Court, and all status codes can be fully customized to align with the accounting and auditing processes of the County/Court. During the implementation phase of the contract, Harris & Harris will work with the County/Court to determine all specifications for returning these accounts and any other criteria to incorporate into the close and return process.

- ***COUNTY/COURT reserves the right to take actions deemed necessary to recover debt from an account that has been withdrawn from CONTRACTOR.***

Agreed. Harris & Harris acknowledges the right of the County/Court to take any actions deemed necessary to recover debt from a withdrawn account.

- ***In the event that COUNTY/COURT withdraws an account, CONTRACTOR shall have no claim or right to compensation on any outstanding balance subsequently recovered by COUNTY/COURT, one of their agents, or another service provider on such accounts.***

Agreed. Harris & Harris acknowledges that we have no claim or right to compensation for collections recovered by any other parties on accounts following their withdrawal from Harris & Harris.

3.7.3 Accounts Deemed Inactive/Uncollectible

CONTRACTOR shall at minimum, every ninety (90) days, evaluate each account and report so that COUNTY/COURT may make a determination as to how collection activity should continue. Defining attributes that shall be reported to COUNTY/COURT by CONTRACTOR for accounts to be evaluated are:

- ***Missing or inaccurate contact information including phone number and address.***
- ***Missing or inaccurate driver's license number.***
- ***No contact with debtor for the past consecutive six months.***
- ***Inactivity and no payment on account for the past consecutive six months.***
- ***CONTRACTOR shall at minimum provide a monthly report to COUNTY/COURT on all accounts, including age of referral.***

Agreed. Harris & Harris offers the County/Court a collections platform (CUBS®) that provides a distinct and clear audit trail for our collection activity. **Every event and characteristic associated with an account** – whether a letter sent, telephone contact (both successful and unsuccessful), payment arrangements, payment received, and all attributes as defined in the requirement above – **is recorded in detail and is available for both scheduled and ad hoc / on demand reporting** on any schedule desired by the County/Court, including monthly. The system is extremely flexible and scalable and offers a robust suite of reporting tools to readily meet all reporting requirements.

Harris & Harris will provide through its reporting a **monthly accounting** – every thirty (30) days, on average, well within the sixty (60) day parameter – of our collection activity on each account such that the County/Court can determine how collection activity should continue. During implementation, we will discuss and implement with the determination and authorization of the

County/Court all required reporting elements for this report, including the format, timing, and distribution of these reports.

We have included in the **Appendix** to our Technical Proposal a **Sample Reports** package that addresses a comprehensive spectrum of reporting needs, including sample monthly reporting. These samples – including the format and appearance – can be customized to meet the requirements and reporting needs of the County/Court.

- ***In the event an account has been deemed inactive and returned to COUNTY/COURT, CONTRACTOR shall have no right to compensation on any outstanding balance subsequently recovered by COUNTY/COURT, one of their agents, or another service provider.***

Agreed. Harris & Harris acknowledges that we have no claim or right to compensation for collections recovered by any other parties on accounts that have been deemed inactive and subsequently returned by Harris & Harris to the County/Court.

3.7.4 Transfer of Accounts Deemed Inactive or Uncollectible

COUNTY/COURT reserves the right to take actions deemed necessary to recover debt from an account that has been deemed inactive or uncollectible, including, but not limited to referral of such accounts to the State of California Franchise Tax Board or other collection entity. Accounts requested to be returned shall be transferred back to COURT within 10 business days.

- ***Accounts to be returned to COUNTY/COURT include, but are not limited to, the following:***
  - ***Any account meeting the criteria in Section 3.7.3 "Accounts Deemed Inactive / Uncollectible"***
  - ***Any account referred to CONTRACTOR for a period exceeding 12 months from the referral date that has not been transferred to FTB-COD pursuant to Section 3.7.4***
  - ***Any account that CONTRACTOR has referred to FTB Interagency Intercept Collection pursuant to Section 3.7.5 that remains unresolved.***
  - ***All accounts referred to CONTRACTOR for a period exceeding 12 months from the referral date that have no payment on the account for the past consecutive 90 days.***

Agreed. Harris & Harris acknowledges the right of the County/Court to take any actions deemed necessary to recover debt from an account that is deemed inactive or uncollectible, including but not limited to referral to the California Franchise Tax Board or other collection entity.

Upon notification from the County/Court of an account being deemed inactive or uncollectible and subsequently requested for return (as determined by account characteristics including but not limited to all those cited in the above requirement), Harris & Harris will ***immediately*** (well within the ten business day window) cease collection activity, close the account and remove it from our system, and electronically return it back to the County/Court, along with a full report detailing all collection efforts, any contact made, and any updated contact information we may have obtained.

We will follow any standards for closure specified by the County/Court, and all status codes can be fully customized to align with the accounting and auditing processes of the County/Court. During the implementation phase of the contract, Harris & Harris will work with the County/Court to determine all specifications for returning these accounts.

3.7.5 Transfer of accounts to Franchise Tax Board Court Ordered Debt (FTB COD)

- ***CONTRACTOR shall have the capability to interface with the FTB COD Program.***

Agreed. Harris & Harris can seamlessly interface with the FTB COD Program. We can send and receive data in any interim, in virtually any format, and in exchange with nearly any collection / accounting / case management system, whether by secure FTP, VPN, email, diskette, tape, data cartridge, or paper. Our technical personnel resources can readily adapt our programs at any time throughout the contract to accept, update, and process all records on hand from any system, no matter how common or how obscure. This includes acceptance of account information and transfer of account status changes and payment information and receipt confirmations for every transaction. Our technical personnel have implemented collection projects with many different client case management systems including a wide range of home grown legacy systems requiring Harris & Harris to provide custom programming to interface.

Account information may be transferred to the FTB COD Program by:

- FTPS – File Transfer Protocol over Secure Socket Layer (SSL)
- SFTP – SSH File Transfer Protocol
- FTP/PGP – File Transfer Protocol with PGP Encrypted File
- HTTPS - File Transfer via Secure Website
- Secure Email
- Standard Email with PGP Encryption

- ***Upon direction from COUNTY/COURT, the CONTRACTOR shall transmit selected collection inventory to the FTB COD for secondary collection efforts. COURT reserves the right to process referrals directly to FTB COD.***

Agreed. Upon notification from the County/Court, Harris & Harris can readily transmit selected accounts to the FTB COD for secondary collection. We also acknowledge the right of the Court to process referrals directly to the FTB COD.

- ***Immediately upon transfer, CONTRACTOR shall transmit account information to update COURT collection management system.***

Agreed. Upon transfer of any account to the FTB COD, Harris & Harris will ***immediately*** cease collection activity, and we will send an electronic file update to the Court's collection management system to update the account's status accordingly, along with a full report detailing all collection efforts, any contact made, and any updated contact information we may have obtained.

- ***Upon referral of an account to the FTB COD, CONTRACTOR shall cease all collection activity on the account but, at a minimum, remain responsible for the following:***
  - ***CONTRACTOR shall electronically send and receive account information to FTB COD in a format agreed upon by COUNTY/COURT and FTB COD.***
  - ***Payment information received by CONTRACTOR from FTB COD will be electronically transmitted by the CONTRACTOR to COUNTY/COURT. The CONTRACTOR will be responsible for updating the CONTRACTOR'S collection system and transmitting payment information to COUNTY/COURT using the process described in Section 3.10 – Transmission of Account Information.***
  - ***CONTRACTOR shall mail a notice to the debtor advising them that the CONTRACTOR no longer is pursuing collections, and the account has been referred to FTB COD.***
  - ***Upon approval from COUNTY/COURT, CONTRACTOR may be required to refund to the debtor any over-collected amount received from FTB COD.***

- *CONTRACTOR will be responsible for all costs associated with programming identification, transfer and separate reporting of accounts referred to the FTB COD.*
- *CONTRACTOR shall schedule arraignment hearings, if applicable, and respond to inquiries from debtors, as necessary.*
- *On a weekly basis, CONTRACTOR shall provide COURT with a report of arraignment hearings schedule for cases referred to FTB COD.*

REFERRAL TYPE	*Estimated Annual Case Volume
Franchise Tax Board Court Ordered Debt	50,000

**Case volume provided is an estimate only. COUNTY/COURT does not guarantee any particular annual volume of accounts referred.*

Agreed. As previously noted, upon transfer of any account to the FTB COD, Harris & Harris will ***immediately*** cease collection activity, and we will send an electronic file update to the Court's collection management system to update the account's status accordingly, along with a full report detailing all collection efforts, any contact made, and any updated contact information we may have obtained.

That said, we agree to still maintain responsibility for all itemized activities in the above requirement, including notifying by mail the affected debtors accordingly as described. During implementation, we will establish a data interface with the FTB COD (subject to approval by the County/Court and FTB COD) to electronically exchange information including payment information, for which we will both update our collection system and share this information with the County/Court in full alignment with 3.10 Transmission of Account Information.

Harris & Harris acknowledges that we will not be due compensation on accounts that are collected by the FTB COD, and in Court-approved cases we may refund to a debtor any over-collected amount received from the FTB COD. We also acknowledge that we will maintain financial responsibility for costs associated with programming identification, transfer and separate reporting of accounts referred to the FTB COD.

3.7.6 Collections Transfer of accounts to Franchise Tax Board Interagency Intercept Program (FTB TIP)

- *CONTRACTOR shall have the capability to interface with the FTB Tax Intercept Program (FTB TIP).*

Agreed. Harris & Harris can seamlessly interface with the FTB Tax Intercept Program. As noted earlier in our response to 3.7.5, we can send and receive data in any interim, in virtually any format, and in exchange with nearly any collection / accounting / case management system, whether by secure FTP, VPN, email, diskette, tape, data cartridge, or paper. Our technical personnel resources can readily adapt our programs at any time throughout the contract to accept, update, and process all records on hand from any system, no matter how common or how obscure. This includes acceptance of account information and transfer of account status changes and payment information and receipt confirmations for every transaction. Our technical personnel have implemented collection projects with many different client case management systems including a wide range of home-grown legacy systems that required Harris & Harris to provide custom programming to interface.

- *CONTRACTOR shall transmit selected collection inventory to FTB TIP for secondary collection efforts at the direction of COUNTY/COURT. COURT reserves the right to process referrals directly to FTB TIP.*

Agreed. Upon direction from the County/Court, Harris & Harris can readily transmit selected accounts to the FTB Tax Intercept for secondary collection.

- *Upon referral of an account to the FTB Tax Intercept, CONTRACTOR shall remain responsible for the following:*
  - *CONTRACTOR shall electronically send and receive account information to FTB TIP in a format agreed upon by COUNTY/COURT and FTB TIP.*
  - *CONTRACTOR shall attempt and obtain debtor Social Security Number via skip tracing tools (e.g. LexisNexis).*
  - *Payment information received by CONTRACTOR from FTB TIP will be electronically transmitted by the CONTRACTOR to COUNTY/COURT. The CONTRACTOR will be responsible for updating the CONTRACTOR'S collection system and transmitting payment information to COUNTY/COURT using the process described in Section 3.10 – Transmission of Account Information.*
  - *CONTRACTOR shall mail a notice to the debtor advising them that the CONTRACTOR no longer is pursuing collections, and the account has been referred to FTB TIP.*
  - *Upon approval from COUNTY/COURT, CONTRACTOR may be required to refund to the debtor any over-collected amount received from FTB TIP.*
  - *CONTRACTOR will be responsible for all costs associated with programming identification, transfer and separate reporting of accounts referred to the FTB TIP.*
  - *CONTRACTOR shall be responsible for all costs associated with placing the accounts with FTB Tax Intercept.*
  - *CONTRACTOR shall be responsible for any costs associated with obtaining the debtors Social Security Number.*
  - *CONTRACTOR shall schedule arraignment hearings, if applicable, and respond to inquiries from debtors, as necessary.*
  - *On a weekly basis, CONTRACTOR shall provide COURT with a report of arraignment hearings schedule for cases referred to FTB TIP.*

REFERRAL TYPE	*Estimated Annual Case Volume
Franchise Tax Board Tax Intercept	100,000

**Case volume provided is an estimate only. COUNTY/COURT does not guarantee any particular annual volume of accounts referred.*

Agreed. As previously noted, upon transfer of any account to the FTB Tax Intercept, Harris & Harris will ***immediately*** cease collection activity and we will send an electronic file update to the Court's collection management system to update the account's status accordingly, along with a full report detailing all collection efforts, any contact made, and any updated contact information we may have obtained.

That said, we agree to still maintain operational and financial responsibility for all itemized activities in the above requirement, including notifying by mail the affected debtors accordingly as described and continuing to skip trace affected accounts to obtain Social Security numbers where not already known. During implementation, we will establish a data interface with the FTB

Tax Intercept (subject to approval by the County/Court and FTB Tax Intercept) to electronically exchange information including payment information, for which we will both update our collection system and share this information with the County/Court in full alignment with 3.10 Transmission of Account Information.

Harris & Harris acknowledges that we will not be due compensation on accounts that are collected by the FTB Tax Intercept, and in Court-approved cases we may refund to a debtor any over-collected amount received from the FTB Tax Intercept. We agree to continue to schedule court dates and handle inquiries from debtors as necessary. We also acknowledge that we will maintain financial responsibility for costs associated with account placement to the FTB, locating Social Security numbers, and programming identification, transfer and separate reporting of accounts referred to the FTB Tax Intercept. We will also provide the Court with weekly reports of arraignment hearing schedules, which we will establish and monitor as a contract deliverable for this contract.

3.8 PROCESSING DEBTOR PAYMENTS

3.8 Processing Debtor Payments

3.8.1 Transfer of Funds

CONTRACTOR shall establish a separate bank account designated solely for processing debtor payments under the Contract and shall deposit all financial instruments (e.g., cash, checks, credit card remittances, etc.) received as debtor payments into this bank account (CONTRACTOR Bank Account). Each business day CONTRACTOR shall prepare an accounting of all debtor payments received on that day for specific litigation types, reconcile the account for any adjustments and transfer all funds into a designated COUNTY of Los Angeles Bank Account (COUNTY Bank Account) no later than 2:00 p.m. (PST) the following business day. For payments that cannot be transferred via the automated payment file and must be made via check, the CONTRACTOR shall transfer debtor payments for specified litigation types via check payable to the COURT once per month within five (5) business days of the end of the calendar month.

Agreed. All debtor payments collected for the Court will be deposited daily (business day) into an established client depository trust account specifically for this contract. The branch depository trust accounts are restricted so that funds may only be removed for transfer to the client. All collections are remitted from client trust accounts as per statute. For this contract with the County/Court, we agree that the daily transfer of funds to the designated bank account will occur no later than 2 pm PST on the following business day. We agree that for any payments that must be made by check instead of electronic transfer (e.g., specific litigation types), Harris & Harris will remit payment via a check payable to the Court once per month, within five (5) business days of the end of the calendar month.

- ***Except where payments are unidentified, all payments shall be updated in CONTRACTOR'S computer system within one (1) business day.***

Agreed. Regardless of method or means of payment, upon receipt of an identified payment, each account is instantly updated in our computer system to provide real-time status of an account. As such, we affirm that all payments will be updated in our system well within the one (1) business day requirement.

- ***CONTRACTOR shall have a process to determine unidentified cases (see Section 3.8.3 - Unidentified Payments).***

Agreed. Harris & Harris offers the County/Court a defined process to determine unidentified cases. We have described this process in Section 3.8.3 as appropriate.

- ***All financial instruments, except personal checks (see Section 3.8.6), shall be deposited in the CONTRACTOR Bank Account as soon as received but no later than the close of the business day of their receipt.***

Agreed. All debtor payments collected for the Court (except personal checks) will be deposited daily (same business day) into an established client depository trust account. We agree that all funds for this contract with the County/Court will be deposited as soon as they are received and no later than the close of the business day of their receipt.

- ***COUNTY will establish and have sole ownership over the COUNTY Bank Account. CONTRACTOR shall not have the right to withdraw funds from the COUNTY Bank Account.***

Agreed. Harris & Harris understands and acknowledges the County's sole ownership of the County bank account, and under no circumstance would we nor will we attempt to withdraw funds from the account.

3.8.2 Automated Clearing House Transfers and Reporting

The Automated Clearing House (ACH) transfer must equal the sum of all the payments on the daily payment report which include unidentified payments, other collections not on the payment report, less non-sufficient funds check amounts for that date. The dates of the ACH transfer and payment report must match.

Agreed. Harris & Harris uses Automated Clearing House (ACH) for the electronic transfer of funds. EFT transmittals are always accompanied by a remittance report. Harris & Harris will prepare and submit each business day a **Remittance Report**, or Payment Report. Each report will have been fully reconciled by our accounting department such that the sum of all payments listed (including unidentified payments and other collections not on the payment report, less NSF check amounts) will always equal the amount transferred via ACH in the County bank account.

Whether in electronic or hard copy form, our standard remittance report includes a detailed report of all relevant account data including but not limited to a copy of the bank deposit total and itemization by debtor name, debt account numbers, amount, NSF occurrences, and date and location collected. All remittance statements can and will be customized to meet the needs of the Court.

Our Payment Posting Report is a listing of all payment activity posted on accounts. Payment processing personnel generate this report each day prior to the end of each business day. Control totals on the Payment Posting Report must agree with the control totals on the Daily Payment Reconciliation form and the Payment Batch Control Log.

Harris & Harris maintains stringent check-and-balance policies and procedures to ensure accuracy:

- between total amount of payment instruments and posting total
- between posting total and deposit total
- between deposit total and bookkeeping total
- between posting transaction total (include negative reversals) and statement total

- between the date of the ACH transfer and the date of the payment report
- between statement total to our remittance (wire amount or ACH, or check payment)

Remittance reports are generated on either a “gross remit” or “net remit” basis based on the business needs of our clients.

3.8.3 Unidentified payments

Unidentified payments are those that the CONTRACTOR is unable to determine debtor identity (e.g., debtor mails payment to CONTRACTOR and does not provide identifying information). Unidentified payments received by CONTRACTOR shall be deposited daily into the CONTRACTOR Bank Account and ACH transferred into the COUNTY Bank Account.

- ***CONTRACTOR shall attempt to identify all unidentified payments within the thirty (30) calendar days of payment being received. If the CONTRACTOR cannot identify payment(s), the CONTRACTOR shall, by the fifth (5) business day of each following month, provide COUNTY/COURT with a report listing unidentified payments and attach any documents received with the payment (e.g., mailing envelope, enclosures). CONTRACTOR shall not issue any refunds on unidentified cases.***

Agreed. All payments that the payment processor cannot match with an account will be posted to a special account specifically for unidentified items. The physical check will be accounted for and deposited with the current day's receipts into our designated trust account for ACH transfer to the County bank account. For the next thirty (30) calendar days following receipt, the payment processor will attempt to identify the correct account (using a copy of the check) by performing additional account inquiries, telephoning the sender of the payment, and writing follow-up letters to the debtor to validate the account if there is any information on the check to perform these activities.

If a payment can be identified, it is reversed from the unidentified account and posted to the proper debtor account. If it cannot be identified, Harris & Harris will provide the County/Court with a report of unidentified payments, to include any supporting documentation from receipt of payment, by the fifth (5^{th}) business day of each following month. During implementation we will discuss and determine the format, appearance, and other aspects to be incorporated into the unidentified payments report, and we will include this report in our standard reporting package and as a scheduled deliverable for the contract.

- ***CONTRACTOR shall not receive compensation on unidentified cases.***

Agreed. Harris & Harris acknowledges that we will neither invoice for nor receive compensation on unidentified cases.

3.8.4 Incorrect Account Payments and Adjustments

On cases where CONTRACTOR applies payment to an incorrect account or case, CONTRACTOR shall provide COUNTY/COURT with a daily report listing the correct case where the payment should be applied. If payment should be refunded, CONTRACTOR shall provide supporting documentation.

Agreed. Harris & Harris has read, understands, and agrees to comply with the entirety of this requirement and its protocol regarding Harris & Harris applying payments to an incorrect account/case, including documentation in a daily report of the correct case to have applied the payment. In all instances including cases where payment should be refunded, Harris & Harris will provide supporting documentation.

- *If CONTRACTOR transfers funds that are determined not to belong to a COUNTY/COURT referral, the CONTRACTOR shall provide documentation and submit a written request for refund.*

Agreed. Harris & Harris has read, understands, and agrees to comply with this requirement. Should Harris & Harris transfer non-County/Court funds to the County/Court, we will submit a written request for refund and provide supporting documentation for the request.

- *If CONTRACTOR believes that an adjustment to the COUNTY Bank Account is necessary, CONTRACTOR shall inform COUNTY/COURT of the following:*
  - *The amount in dispute*
  - *The reasons for the adjustments*
  - *Copies of any documentary evidence that supports CONTRACTOR'S claim*

Agreed. Harris & Harris has read, understands, and agrees to comply with the entirety of this requirement regarding possible adjustments to the County bank account. In such cases, we will immediately inform the County/Court of the amount in dispute and the reason(s) for adjustment, to include any supporting documentation.

3.8.5 Cashier Variances / Discrepancies in Amounts Collected and Receipted

CONTRACTOR shall be responsible for all cashier variances, losses and other discrepancies between amounts collected and receipted by CONTRACTOR, such as shortages, counterfeit bills, etc. CONTRACTOR shall reimburse COUNTY/COURT for cashier variances, losses and any other discrepancies between amounts collected and receipted by CONTRACTOR on the day of collection.

Agreed. Harris & Harris accepts all responsibility for cashier variances, losses, and other discrepancies between the amounts we collect and receipt on behalf of the County/Court, including but not limited to shortages and the receipt of counterfeit bills. We agree to immediately reimburse the County/Court for all discrepancies accordingly on the day of collection and processing.

3.8.6 Personal Check / Credit Card Verification

CONTRACTOR shall hold all personal checks received for five (5) days prior to transmitting payment to the COURT to determine whether the personal checks submitted by debtors are valid and are covered by sufficient funds. CONTRACTOR shall obtain verification or authorization for every credit card transaction submitted by a debtor.

Agreed. Harris & Harris regularly uses verification and authorization services **for every debtor payment for every client for instances of payment by personal check or credit card**. We agree to use these services for every payment by personal check or credit card to be processed throughout this contract with the County/Court.

3.8.7 Returned Checks

In the event a debtor submits a personal check that is returned to CONTRACTOR Bank Account as non-sufficient fund checks ("NSF"), or because the checking account is closed, CONTRACTOR shall attempt to recover those funds. If CONTRACTOR is unable to recover the funds within thirty (30) calendar days, CONTRACTOR may then recover monies on a Deposit Reconciliation by listing the NSF amount(s). The CONTRACTOR may assess a returned check fee to the check writer not to exceed $25 dollars.

CONTRACTOR shall submit to COUNTY/COURT a detailed NSF report by individual court locations that includes, at minimum, the following:

- *Defendant name*
- *Citation/Case number*
- *NSF amount*
- *Receipt number*

Agreed. When we receive notification of a non-sufficient funds (NSF) from a check payment or that an account is closed, our business office immediately alerts the collection managers. The account that generated the NSF is flagged in the system, and the payment credit is reversed. The collection representative assigned to the account attempts to contact the debtor at once, calling a minimum of two times a day until they establish contact and recover funds. If we are unable to recover the funds within thirty (30) calendar days, we acknowledge and appreciate the options to recover monies via a Deposit Reconciliation and to assess a returned check fee not to exceed $25.

The collection manager will track the progress of the account via collector notes and system reports, ensuring that every effort is made to obtain reliable payment. Harris & Harris will submit to the County/Court a detailed NSF report by individual court locations that includes at a minimum all of the information cited above. During implementation, we will discuss and determine with the County/Court the format, appearance, timing, and other aspects of the NSF report, and we will incorporate it into the reporting package to be provided to the County/Court under this contract.

3.8.8 Credit Card Fees, Collection Costs, etc.

CONTRACTOR shall not pass any other additional fees not referred by COUNTY/COURT (e.g., collection costs, check verification fees, credit card fees, etc.) on to the debtor or COUNTY/COURT with one exception:

- ***Any associated costs incurred by the CONTRACTOR in instituting the involuntary payment actions listed in Section 3.6.2 may be passed on to the debtor.***

Agreed. Harris & Harris has read, understands, and agrees to comply with the entirety of this requirement, affirming that we will not pass on additional fees to either the debtor or the County/Court except in the case of the one cited exception.

3.8.9 Segregation of Accounts

The CONTRACTOR shall segregate all accounts referred by COUNTY/COURT from all other CONTRACTOR accounts (see Section 3.8.1 – Transfer of Funds). All information relating to the accounts referred and assigned shall be kept confidential and shall not be open to examination for any purpose not directly connected with the servicing of the accounts by the CONTRACTOR.

Agreed. Protecting the data of our clients is paramount at Harris & Harris. We maintain an Information Security Policy that ultimately ***restricts access to programs, data and other information resources***, such that only account representatives assigned to this contract with the County/Court can access it solely in service of the account. Privileged access rights to the AIX Operating System are approved by senior management. Primary logical access control to the AIX server is provided by security provisions of the AIX operating system, which includes access to data, programs, and system utilities. The system security level requires a unique user ID and password for sign-on. Password management controls at the network and operating system layers (e.g., minimum length, expiration requirements, complexity, etc.) have been implemented in compliance with corporate security standards.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Users are restricted by their user profiles to an initial program which directs them to the CUBS® application. Application-level security is provided by Columbia Ultimate and is administered by the IT Department. **System files, utilities, authorization lists, data files, and application programs are restricted through the user's AIX profile**. Users do not have update or delete access to sensitive files. Access rights are removed or modified as necessary if/when employees change job functions. Be assured that all accounts referred by the County/Court will be fully segregated to ensure secure and rightful access and the integrity and confidentiality of all debtor information contained within.

The CONTRACTOR must track accounts by court locations and category of account. (Refer to Section 1.3.1 – Referral Data).

Agreed. Harris & Harris will create multiple client numbers as necessary to segregate accounts by category and by court location as desired by the County/Court. Many of our clients have requested or have required similar categorical tracking and reporting (e.g., separate client numbers for accounts for placements from new systems vs. legacy systems), and we program and thoroughly test these system capabilities prior to implementation. We also can segregate statements and remits per the specific client number. During implementation, we will discuss and determine with the County/Court the full scope of tracking and reporting capabilities required – including but not limited to the parameters in this requirement – and we will create and test that tracking accordingly, with the full review and approval of the County/Court prior to the contract start.

3.8.10 Internal Control Procedures for CONTRACTOR Staff at Court Locations

3.8.10.1 Cash handling and record keeping duties shall be appropriately separated by assigning different CONTRACTOR staff responsible for each duty. Any cash received should be receipted immediately and put in a safe or other secured location.

Agreed. Our payment processing is carefully controlled and supervised by our controller and accounting manager to ensure immediate and accurate recording and receipting of all payments, secure handling of all cash, and instant posting and deposit of all payments daily. The posting unit is separate from all collection and operational areas, and controls are in place by upper management to track and monitor by hour the status of all posting and cash handling.

On-premises collection representatives are in the call center and are not allowed access to the business offices or technology areas. All payment handling, employee work surfaces, and the safe are monitored and recorded via digital camera recording. Payment processing is performed in a secure payment processing room that has the following security features:

- Biometric lock access by fingerprint recognition
- Authorized individuals are limited to those critical to the processing operation
- Motion sensors are employed throughout the area and are operational 24/7/365

Our payment processing is carefully controlled and supervised by our Controller and Chief Financial Officer to ensure accurate recording of all payments, secure handling of all cash, and instant posting and deposit of all payments on a daily basis.

The posting unit is separate from all collection and operational areas, and controls are in place by upper management to track and monitor the status of all posting and cash handling. The following procedures are followed:

- Team members of the posting staff work in tandem to sort all incoming mail
- Team members are members of our staff with tenure, and this responsibility is rarely shifted
- If these duties are reassigned, the employees must have a minimum of three years' tenure with Harris & Harris,
- To ensure all payments are documented, each employee runs a total of all payments within the batch
- The supervisor verifies that the totals
- All batched mail that is not distributed for immediate processing is kept locked in a fireproof safe in the Controller's office
- All hard copies of the batch control sheets and posting key-in sheets are maintained in a secure area within the Controller's office
- All cash, checks, money orders, cashier's checks, and deposit slips are placed in the safe until the daily deposit is made.

3.8.10.2 CONTRACTOR shall restrictively endorse all checks and money orders when the mail is opened each day. Immediately after receiving, payments shall be logged into a Control Log showing the date of payment, payment instrument (e.g., check, money order, cash), debtor's name, amount received, case number (if available) and number of the payment instrument. The Control Log is reviewed and signed by an employee with supervisor rank or greater. Payments should be posted immediately to the CONTRACTOR computer system and a system generated receipt report is reviewed and signed by a supervisor matching to the Control Log. The actual checks and money orders should be locked in a secure location with restricted or limited access until deposited during or at the end of the day. This location should remain locked during the day. Two (2) independent adding machine tapes, or other verification approved by COUNTY/COURT, should be run on the receipts and compared to actual cash and checks, and initialed by the two (2) mail openers.

Agreed. Harris & Harris has read, understands, and agrees to comply with the entirety of this requirement. We will employ both a **Payment Reconciliation Process** and the above-mentioned cash handling and posting protocols to open mail and log and post payments in full compliance with and incorporation of all requirements above, including maintaining a separate Control Log which will ultimately be reviewed and signed by authorized personnel and reconciled against a receipt report. Our process and protocols already provide for two (2) mail openers and two (2) accounts of reconciliation on adding machine tape. All cash, checks (including all unidentified, post-dated, and NSF checks), money orders, cashiers checks, and deposit slips are carefully accounted for and subsequently placed in the safe in an additionally locked location until the daily deposit is made.

3.8.10.3 All walk-in payments shall be receipted in the presence of the debtor by a CONTRACTOR employee who does not have the ability to post collections to debtor accounts.

Agreed. Harris & Harris payment windows at all court locations will be staffed by clerical personnel who can accept and receipt payments but who otherwise do not have account access to post collections to debtor accounts.

3.8.10.4 Mail and walk-in payments shall be picked up by a CONTRACTOR employee for deposit in accordance with section 3.8.1, who does not have cash handling duties or access to accounting records. This requirement can also be satisfied by the use of a private courier service

to pick up the mail and walk-in payments, which is to be arranged by the CONTRACTOR. CONTRACTOR shall not use COURT courier services. Mail should be opened by at least two (2) employees in order to document and verify the amount of mail payments. These employees should not have access to accounting records or be collectors.

Agreed. Harris & Harris will further ensure the integrity of our collections accounting by arranging for and assigning an employee (or private non-Court courier service) who does not have cash handling duties or access to accounting records to pick up mail and walk-in payments. Also as noted in our response to 3.8.10.1, the assigned payment processing team members work in tandem to open mail and document and verify the amount of individual mail payments. We confirm that as payment processing team members, these employees are not collection representatives and do not have access to accounting records.

3.8.10.5 CONTRACTOR shall use receipts that are electronically system generated and controlled but in the event of system incapacity, offer pre-numbered, multi-part forms with copies for the debtor, accounting offices and one retained as a control copy. Each copy must be marked for distribution. Receipts are to be issued by CONTRACTOR'S clerical/administrative staff not by CONTRACTOR'S collectors.

- ***Issued receipts shall be numerically controlled and kept in a secure place. Office management staff should maintain accountability for all receipt stock and all used and voided receipts.***
- ***A copy of the receipt must be given to the debtor by the CONTRACTOR'S clerical/administrative staff not by CONTRACTOR'S collectors. Signage should be posted in English and Spanish instructing the debtor to request and obtain a receipt from clerical/administrative staff.***
- ***Receipts shall be used in numerical order.***

Agreed. Harris & Harris has read, understands, and agrees to comply with the entirety of this requirement for both electronic and hard copy receipts. All receipting documents will be multi-part, pre-numbered, and used in sequential order accordingly. As noted earlier, receipts will be issued by clerical personnel (not collection representatives) who can accept and receipt payments but who otherwise do not have account access to post collections to debtor accounts. Our office management staff will keep all receipting documents in a secure and locked location under multiple levels of security (e.g., locked safe within a locked room). We also agree to clearly post signage in English and Spanish to instruct and encourage all paying debtors to request and obtain a receipt from our clerical staff.

3.8.10.6 All cash is to be secured and the receipt used for posting purposes. Unidentified, post-dated and NSF checks shall be accounted for and listed on a separate log that provides a complete audit trail from receipt to disposition.

Agreed. Throughout this section, Harris & Harris has confirmed our various abilities and protocols for these actions. All cash, checks (including all unidentified, post-dated, and NSF checks), money orders, cashier's checks, and deposit slips are carefully accounted for and subsequently placed in the safe until the daily deposit is made. In the case of unidentified, post-dated, and NSF checks, we will maintain a separate log that documents every action and event that occurs from initial receipt to final disposition to ensure a complete audit trail for the County/Court.

Our payment processing is carefully controlled and supervised by our controller and accounting manager to ensure immediate and accurate recording and receipting of all payments, secure handling of all cash, and instant posting and deposit of all payments daily. The posting unit is

separate from all collection and operational areas, and controls are in place by upper management to track and monitor by hour the status of all posting and cash handling.

3.8.10.7 CONTRACTOR'S office management staff shall reconcile the amount of mail and walk-in payments to the total deposit each day. The office management staff shall receive one (1) copy of the mail payment's tape and the amount of walk-in payments and compare them to the amount of the daily deposit slips and the post-dated and unidentified check logs.

Agreed. We present below our **Payment Reconciliation Processes** that fulfill the entirety of this requirement.

PAYMENT RECONCILIATION PROCESSES

After all the payments (including walk-in and by mail) are posted for a given day, the payment processor completes the Daily Payment Reconciliation form. The three important control totals are compared to the respective deposit/report, and any discrepancies are resolved. A copy of the form, signed by the payment processor and the payment processing manager, along with a copy of the deposit slip, are sent to the controller.

Payment Batch Control Log

Payment Batch Control Log contains control totals, which must agree with the control totals on the Daily Payment Reconciliation form and the Payment Posting Report. This procedure is supervised by the controller and the accounting manager.

Payment Posting Report

The Payment Posting Report is a list of all payment activity posted on accounts. Payment processing personnel generate this report each day prior to the end of the business day. Control totals on the Payment Posting Report must agree with the control totals on the Daily Payment Reconciliation form and the Payment Batch Control Log.

Bank Account Reconciliations

The Harris & Harris Accounting Department reconciles all depository trust and remitting trust bank accounts monthly. Part of this reconciliation process includes the reconciling of amounts posted to the amount deposited. Every discrepancy uncovered is promptly resolved.

Verification of Data

Harris & Harris maintains stringent check-and-balance policies and procedures to ensure accuracy:

- between the total amount of payment instruments and posting total
- between posting total and deposit total
- between deposit total and bookkeeping total
- between posting transaction total (include negative reversals) and statement total
- between statement total to our remittance (wire amount or ACH, or check payment)

Our payment processing is carefully controlled and supervised by our controller and accounting manager to ensure accurate recording of all payments, secure handling of all cash, and instant posting and deposit of all payments daily. The posting unit is separate from all collection and

operational areas, and controls are in place by upper management to track and monitor by hour the status of all posting and cash handling.

3.8.10.8 CONTRACTOR shall submit written internal control procedures to COURT PM prior to commencement of contract. Written internal control procedures shall be maintained and periodically updated as necessary. CONTRACTOR personnel shall at least annually be instructed in said procedures. Office management staff shall continuously monitor operations to ensure compliance therewith. New employees shall be instructed within the first two (2) weeks of hire.

Agreed. During implementation and prior to commencement of contract, Harris & Harris will submit an omnibus of our written internal control procedures to the Court Project Manager for review and approval. All Harris & Harris personnel engaged in the activities of this contract will receive annual training and instruction, including new employees who will receive this training (as part of their client training) during the first two (2) weeks of their three-week new hire training. Our accounting manager, controller, and chief financial officer will continuously monitor operations through ongoing reconciliation processes and their physical proximity to the target areas requiring internal control, backed by the ongoing monitoring and surveillance of our compliance department.

3.9 DEBTOR SERVICES

3.9 Debtor Services

3.9.1 Telephone Services

CONTRACTOR shall provide a toll-free telephone number (e.g., 800 area code, etc.) so that debtors may be able to:

- ***Obtain information on the debt, such as status, amount due, payment options, etc.***
- ***Schedule a court appearance***
- ***Remit payment***
- ***Establish a payment plan***

Agreed. Harris & Harris will provide the County/Court with a dedicated toll-free number for debtors to access their account and commence any number of actions including but not limited to all the actions cited above.

Our **Interactive Voice Response System (IVRS)** within our CUBS® collection platform provides multiple features to aid the call center in recoveries. It provides an automated, 24/7/365 interactive voice messaging system that lets the account holder easily access all their account information and access functionalities to schedule/remit payments over the phone and/or establish a payment plan. Harris & Harris can also implement a quick, effective, and customer-friendly IVR payment solution for the County/Court to include the additional functionality of scheduling a court appearance. Account holders who call a dedicated toll-free number provided by Harris & Harris will hear an automated message welcoming them to the bill payment center, and clear, easy-to-understand menus will guide them to access the functionality(ies) they need.

CONTRACTOR shall provide an option that offers multilingual translation services in Spanish, Armenian, Chinese Mandarin, Korean and Vietnamese, provided by either multilingual collection staff and/or third-party services (e.g., Certified Languages, Inc.).

Agreed. As cited earlier in our response to 3.3.5, Harris & Harris understands the necessity to speak with debtors in their native language. We always want to ensure that debtors fully understand their obligation, the repercussions of not resolving the debt, and their options for payment.

To that end, we employ multilingual collection representatives who can speak fluently in all common languages that we encounter, including Spanish, French, and German. For other languages such as those cited in the requirement, we utilize a **professional translation service**, allowing us to speak effectively with any debtor at any time. Spanish speaking debtors are by far the majority of our second language debtors. We staff each of our collection units with a minimum of 25 percent Spanish/English bilingual collectors. Based on the demographics of the debtor mix, our bilingual staffing is as high as 66 percent to ensure the ability to penetrate all account placements. We constantly adjust our staffing to match the debtor-mix pool in each unit.

CONTRACTOR shall also provide a toll-free telephone number (e.g. 800 area code, etc.) for the hearing impaired with a telecommunication device (TTY/TDD) that offers the services specified above.

Agreed. Also as cited earlier in our response to 3.3.5, Harris & Harris offers the County/Court direct experience with and established accommodation and capacity for working with hearing-impaired debtors who require the use of a TTY/TDD service. We can and will establish a toll-free number specifically for the hearing impaired as described and can readily accommodate TTY/TDD communication. If we receive an incoming call from a hearing-impaired debtor via live operator/translator, our representatives are trained to obtain proper authorization from the debtor before discussing the debt. Since these calls typically last longer than an average collection call, incoming TTY/TDD calls will be transferred to the floor supervisor.

CONTRACTOR'S telephone services shall be available 24 hours a day, 7 days a week.

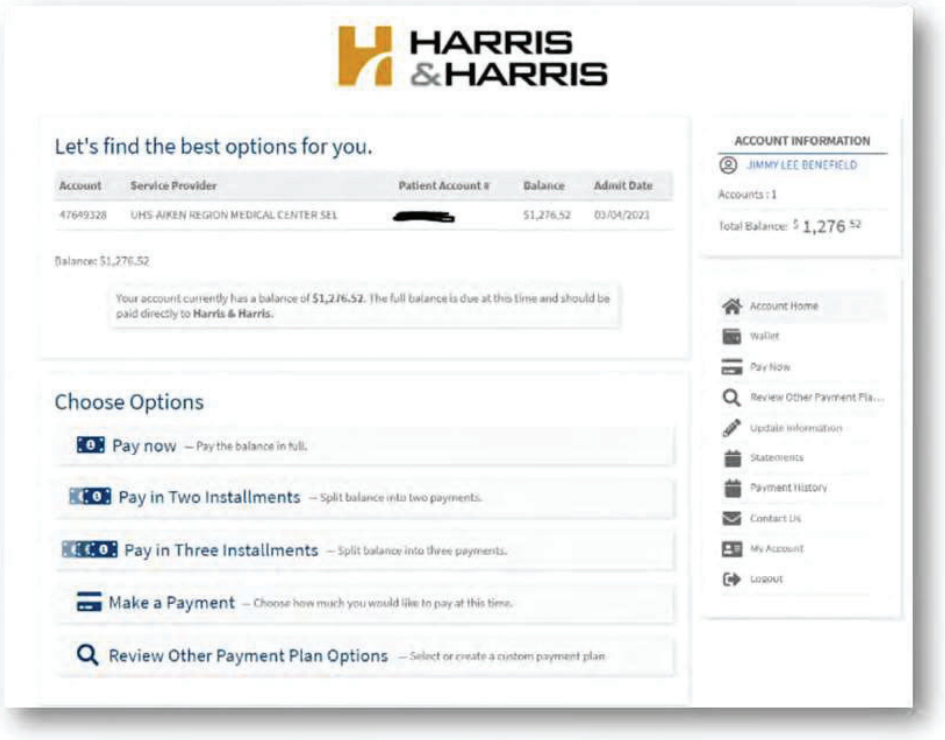
Agreed. Beyond the telephone services available during the standard business hours of 8 am to 9 pm Pacific Standard Time (PST) Monday through Friday and 8 am to noon on Saturday for this contract, our **Interactive Voice Response System (IVRS)** provides an automated, 24/7/365 interactive voice messaging system that enables the debtor to easily access all their account information as well as functionalities to schedule/remit payments over the phone, establish a payment plan, and/or schedule a court appearance. Our IVR enables County/Court debtors to act on their account at any given time.

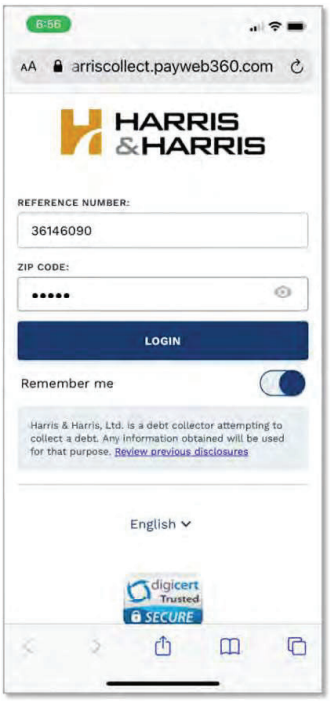
3.9.2 Internet Services

CONTRACTOR shall create and maintain a comprehensive website that allows a debtor to create and update a personal account profile(s), make payment(s), enter into installment payment plans and check balance(s) via the internet on the CONTRACTOR'S website.

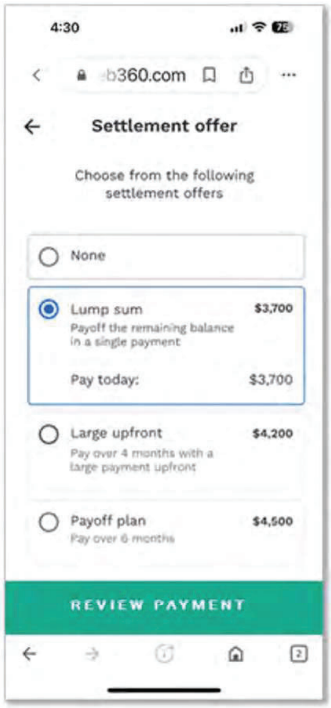
Agreed. Harris & Harris maintains its main Web site at www.harriscollect.com, with a direct link on the home page for debtors to the **Online Payment Portal** to access and take action on their account, including but not limited to making payments, checking balances, setting up payment plans, and scheduling court appearances.

Our portal can be accessed through optimized mobile platforms, enabling debtors to easily fulfill their obligations using their mobile devices. These platforms offer the convenience of setting up payment plans that align with pre-established parameters established by the Court. Debtors can access the portal via QR code, text message link, or directly.









COUNTY/COURT shall approve the website's form, functionality and available content and CONTRACTOR shall make programming changes and updates at the direction of COUNTY/COURT. CONTRACTOR'S website shall maintain full compliance with applicable statutes and guidelines.

Agreed. We acknowledge the right of the County/Court to approve the form, functionality, and available content of the portion(s) of our site regarding the County/Court and its debtors. During implementation with the County/Court, we will develop and test the technical links between the respective sites. We will also determine the most strategic, appropriate, compliant, and debtor-friendly placement and visual presentation for these links.

CONTRACTOR and COUNTY/COURT shall develop and maintain a website link between COUNTY/COURT and CONTRACTOR'S website.

Agreed. Harris & Harris maintains a singular and sometimes reciprocal Web site presence via text or icon links with many of its clients. During implementation with the County/Court, we will develop and test the technical links between the respective sites. We will also determine the most strategic, appropriate, compliant, and debtor-friendly placement and visual presentation for these links.

3.9.3 Business Office/Call Center Locations and Services

CONTRACTOR shall have at least one (1) fully operational business office by the end of the Transition Period (see Section 4.0 – Implementation of Service). The business office/call center shall be open Monday through Friday from 6:00 a.m. through 7:00 p.m. PST. In addition, the business office/call center shall be open from 6:00 a.m. through 12:00 p.m. PST on Saturdays, and shall offer the following services which allow debtors to:

- ***Obtain information on the debt, such as status, amount due, payment options, etc.***
- ***Schedule a court appearance***
- ***Establish a payment plan***
- ***CONTRACTOR shall provide multilingual translation in Spanish, Armenian, Mandarin Chinese, Korean and Vietnamese by own staff and/or third-party service (e.g. Certified Languages, Inc., etc.).***

Business office/call center hours may be modified with the approval of the County/Court.

Agreed. Harris & Harris already maintains fully operational business offices in Chicago, Illinois; Detroit, Michigan, and Coppell, Texas. This project will be executed from our combined corporate office and call center in Chicago. By the end of the transition period, we will have trained personnel ready to staff all requested court locations. These trained staff members will:

- be available to accommodate debtors on the days described above, and for the full respective timeframes, with acknowledgement that hours may be modified with the approval of the County/Court
- offer the full portfolio of debtor capabilities required by the County/Court, including but not limited to:
    - obtaining information on the debt
    - scheduling a court appearance
    - establishing a payment plan
- offer full support of multilingual translation capabilities as accommodated both through staffing and via professional translation services.

3.9.4 Debtor Refunds – Issuance and Determination of a Debtor Refund & Collection Fees on an Account when Monies are Refunded

COURT has the sole authority to issue debtor refunds and determine whether a refund is due. If CONTRACTOR believes that a refund should be issued to a debtor, CONTRACTOR shall provide COUNTY/COURT with the following information:

- *The debtor's name, receipt and account numbers*
- *The amount in dispute*
- *The reasons for the refund*
- *Supporting documentation*
- *COUNTY/COURT will not compensate CONTRACTOR for services in the event COUNTY/COURT refunds the entire amount of collected money to a debtor (see Section 3.13.3 - Invoices which include Account NSF Checks, or Account with a Debtor Refund).*
- *In the event of a partial refund, the Collection Fee shall be adjusted to the amount of collected money retained by COUNTY/COURT.*

Agreed. Harris & Harris acknowledges the sole authority of the Court to issue refunds. We have read, understand, and will readily follow this protocol upon our determination that a refund might be due to a debtor. We understand and acknowledge that compensation to Harris & Harris is altogether forfeited should the County/Court refund the entire amount to the debtor; similarly, we acknowledge that in cases where a partial refund is granted, the collection fee due to Harris & Harris will be adjusted and based on the amount of collected money that is retained.

3.9.5 Customer Service

3.9.5.1 Complaints

- *The term "complaint" refers to any written, electronic or verbal protest lodged by a debtor, which alleges that CONTRACTOR, or one of its employees, engaged in inappropriate, unfair or harsh method(s) of collection, or conduct.*

Agreed. Harris & Harris acknowledges the definition of "complaint" for this contract.

- *In the event CONTRACTOR receives any verbal complaint, the CONTRACTOR shall immediately notify the COURT PM by telephone or email. The verbal notification shall be followed up in writing within three (3) business days.*

Agreed. Harris & Harris agrees to ***immediately*** notify the Court Project Manager by telephone or email upon receipt of a verbal complaint. Harris & Harris will then follow up with the Court Project Manager in writing within three (3) business days.

- *In the event the CONTRACTOR receives any written complaint, the CONTRACTOR shall immediately notify the COURT PM by telephone or email. The CONTRACTOR shall provide the COURT PM with a copy of any written complaint within three (3) business days of receipt.*

Agreed. Similarly, Harris & Harris agrees to ***immediately*** notify the Court Project Manager by telephone or email upon receipt of a written complaint. Harris & Harris will then provide the Court Project Manager with a copy of the written complaint within three (3) business days of receipt.

- *CONTRACTOR shall promptly investigate all complaints and provide a written report to the COURT PM regarding the disposition of each verbal and written complaint within fourteen (14) business days of receiving the complaint. At minimum the report shall include the following:*
  - *A copy of the complaint (if applicable)*
  - *Identification by name of CONTRACTOR employee(s)*
  - *Results of the investigation*
  - *A statement describing the corrective action taken to resolve and avoid a reoccurrence of such a complaint, if applicable*
  - *A response letter to the customer when directed by the COURT PM, if applicable*

Agreed. Harris & Harris acknowledges that we will promptly investigate all complaints and provide a written report to the Court Project Manager regarding the disposition of every verbal and written complaint within fourteen (14) business days of receiving the complaint. This report will include but not be limited to all the content items cited in the requirement above. During implementation with the Court, we will discuss and determine all content to be included as well as other facets (e.g., format, appearance), and we will identify and schedule it as a deliverable and incorporate it into the standard reporting package to be provided to the Court.

Harris & Harris recognizes that the potential for debtor concerns is inherent in the performance of collection tasks on any given day, with any given debtor. We take all concerns and issues very seriously and view them as an opportunity to further improve our processes and approach. We strive to keep clients fully informed regarding any complaint received, including the details of the encounter, the corrective actions taken, and the recording of the actual call.

Harris & Harris collection representatives are trained to escalate telephone calls with debtors in a variety of instances. For example, the debtor might have a question that the collector cannot answer, or the debtor might be upset with the collection situation. The collector has several options to obtain assistance for these calls:

- The call may be transferred to our Customer Service Department if the debtor's issues would be better answered by a customer service representative.
- The collector may request that a supervisor join the call.
- The collector may transfer the call to a supervisor.

Supervisors may escalate a call to their manager by requesting that the manager assist with the call. Harris & Harris will always attempt to resolve debtor issues directly and as appropriate without the need to involve the Court. We realize that this is not always possible, and we will modify our process to include all Court-specific call escalation procedures. The collection unit dedicated to the Court will be trained on these specific procedures.

After the issue has been resolved, the Collection Supervisor will schedule a follow-up meeting with the representative to discuss the details of the encounter and identify ways that the representative can improve performance and avoid future conflicts. The supervisor will review the nature of the complaint and will determine whether the representative requires additional training.

- ***CONTRACTOR shall also maintain a Complaint Tracking Log (Attachment A) and a system to track complaints to the individual accounts and CONTRACTOR employee(s) handling the account. CONTRACTOR shall provide copy of the log to the COURT PM each month covering the prior month's activities.***

Agreed. Harris & Harris agrees to maintain a **Complaint Tracking Log** consistent with Attachment A and we agree to provide a copy of this log to the Court Project Manager each month for the prior month's activities. During implementation with the County/Court we will discuss and determine factors such as when to submit this report, and we will identify and schedule it as a deliverable and incorporate it into the standard reporting package to be provided to the County/Court.

Our **ManageEngine** system monitors and tracks any operational and complaint issues from the moment they are identified through resolution. ManageEngine ensures that Harris & Harris clients receive superior customer service by ensuring **every question or problem receives**

real-time management attention and remains available for trend evaluation. The system is based on a documented, orderly, and functional platform where every concern is documented, corrective action taken, and business practices altered to prevent reoccurrence. Automated emails are sent communicating the issue to teams affected and to those involved in the resolution process. Automated email notifications also remind users of newly assigned issues and due dates to ensure quick and orderly responses.

3.9.6 Dispute of the Outstanding Balance

In the event a debtor disputes the bail on an Infraction/ Misdemeanor with Unadjudicated Bail, CONTRACTOR shall verify the case records with the Revenue Enhancement Unit and upon verification, continue with collection activities. If debtor continues to dispute, CONTRACTOR will inform the debtor that they may schedule a court appearance to dispute the balance/amount. CONTRACTOR shall suspend all collection activities immediately when the debtor schedules a court appearance. Collection activities shall resume only when directed by COUNTY/COURT (see Section 3.5 - Court Appearances).

Agreed. At Harris & Harris it is our goal to create the highest level of satisfaction for our clients and for their respective debtors. Every aspect of our government collection operations focuses on creating the best possible experience for debtor while achieving above average recovery rates for the client.

We recognize that in some instances such as Infractions or Misdemeanors with Unadjudicated Bail, debtors indebted to the Court may dispute the bail or request an explanation of their account balance. These disputes might be valid, or they might be an attempt by the debtor to further delay resolution. Either way, our collection representatives are trained to handle these disputes in a timely manner while maintaining a high level of customer service.

Upon receipt of a dispute over the telephone, the collection representative will first discuss the nature of the dispute with the debtor to fully understand the concern. Often, the dispute is resolved during the call and requires no additional information or action. If the dispute requires further investigation, the debtor's account will be placed into a dispute queue. Our CUBS® collection system automatically assigns the account to a client services representative who will verify the case records with the Revenue Enhancement Unit; upon verification, all information is documented and attached to the debtor's account in our collection system and the disputed account is transferred back to the collection representative's queue.

However, if a debtor to the County/Court continues to dispute the debt, we will inform the debtor of their right to schedule a court appearance to dispute the balance or amount. In this instance, we will immediately suspend all collection activities and will only resume them when directed by the Court.

3.9.7 Claim of Death

Upon receipt of a certified copy of a death certificate, CONTRACTOR shall forward to COUNTY/COURT a copy of the correspondence and the certified copy of the death certificate and deem the account uncollectible.

Agreed. As noted earlier in Phase 7 of our collection methodology, Harris & Harris will immediately cease collection activity at any point in the collection process if an account meets a predetermined status set by the County/Court. We know that confirmed death is one of the most common factors that make an account uncollectible.

In this instance, Harris & Harris will add "upon receipt of a certified copy of a death certificate" as a predetermined status. Upon receipt of this certificate, we will forward to the County/Court a copy of the certificate along with all related correspondence, and we will declare the account uncollectible. Harris & Harris will close and return any such account to the County/Court, along with a full report detailing all collection efforts and any contact made.

CONTRACTOR shall verify claims of death for which a certified copy of a death certificate is not received against the Social Security Administration Master Death File.

Agreed. Harris & Harris will pursue verification of any claim of death for which a certified copy of a death certificate is not received against the Social Security Administration Master Death File.

3.9.8 Claim of Incarceration

In the event the debtor submits documentary evidence which indicates that the debtor is incarcerated, CONTRACTOR shall forward to COUNTY/COURT a copy of the correspondence and the documentary evidence. Collection activities shall be suspended if the debtor is determined to be incarcerated 364 days or less. CONTRACTOR shall resume collection activity at the end of the incarceration period. For debtors incarcerated 365 days or more, the account shall be deemed uncollectible and returned to the COUNTY/COURT.

Agreed. As noted earlier in Phase 7 of our collection methodology, Harris & Harris will immediately suspend collection activity at any point in the collection process if an account meets a predetermined status set by the County/Court. We know that incarceration is one of the most common factors that make an account uncollectible. For debtors incarcerated 365 days or more, we will officially declare the account uncollectible and return it to the Court.

Harris & Harris will add "claim of incarceration" as a predetermined status for suspending or closing activity on an account. Upon receipt of documentary evidence that confirms a debtor is incarcerated, we will forward to the County/Court a copy of the evidence along with all related correspondence, and we will declare the account suspended if the debtor is determined to be incarcerated 364 days or less. Harris & Harris will resume collection activity at the end of the incarceration period.

3.10 TRANSMISSION OF ACCOUNT INFORMATION

3.10 Transmission of Account Information

3.10.1 TRANSMISSION OF ACCOUNT INFORMATION

Data transmissions mentioned below will be processed by real-time application programming interface ("API") and/or an automated batch process by electronic file transfers. CONTRACTOR shall provide daily back-up provisions for electronic data. COURT will refer account information from multiple automated case management and information systems with multiple file layouts including but not limited to:

- ***Tyler Technologies' Enterprise Justice (formally Odyssey) case management - source of Infractions and Misdemeanors with Adjudicated and Unadjudicated Bail and Fine accounts and Adjudicated Misdemeanor and Felony delinquent accounts.***
- ***Journal Technologies' eCourt case management – source of Civil, and Attorney Sanctions.***
- ***JMIS – source of Juror Sanctions.***
- ***Payment information from accounts referred via Tyler Technologies will be entered into the case management system.***
- ***Payment information from accounts referred via eCourt will be entered into the case management system.***

Agreed. Harris & Harris has read, understands, and will fully comply with the entirety of this requirement. **We can readily accept referrals and provide daily back-up in any interim, in any file layout, and from nearly any collection / accounting / case management system – *including but not limited to all listed in the requirement* – whether by secure FTP, VPN, email, diskette, tape, data cartridge, or paper.** Our technical personnel resources can readily adapt our programs at any time throughout the contract to accept, update, and process all records on hand from any system, no matter how common or how obscure. This includes acceptance of account information and transfer of account status changes and payment information and receipt confirmations for every transaction. Our technical personnel have implemented collection projects with many different client case management systems including a wide range of home-grown legacy systems requiring Harris & Harris to provide custom programming to interface.

CONTRACTOR shall modify data transmission specifications, procedures and protocols when requested by COUNTY/COURT.

Agreed. Upon request from the County/Court, our technical personnel resources can readily adapt our programs, data transmission specifications, procedures, and protocols at any time throughout the contract to accept, update, and process all records on hand from any system, no matter how common or how obscure.

COURT reserves the right to add additional litigation types to the electronic file transfer process.

Agreed. Harris & Harris acknowledges the right of the Court to add additional litigation types to the electronic file transfer process.

CONTRACTOR shall have the capability to develop and test the necessary interfaces with the COUNTY/COURT CMS prior to July 1, 2025. CONTRACTOR shall not be compensated for any development or programming changes necessary (i.e., changes due to legislation or policy decisions) to be able to interface with the COUNTY/COURT CMS and fulfill the requirements of this SOW.

Agreed. Harris & Harris can **readily develop and test all necessary interfaces with the County/Court prior to July 1, 2025**. We offer the differentiating advantage of existing interface with the case management and collection management systems of the Court. Harris & Harris is acutely aware of the existing electronic interfaces with County, Court, and all related stakeholders, and we already accept and transmit data electronically under our current contract. Be assured that should the Court choose to modify or replace its systems at any time during the new contract, Harris & Harris is fully qualified and ready to accommodate and integrate any changes to ensure timely and seamless data transfer on any schedule and in any format required by the Court, and without compensation to Harris & Harris.

Typically, during implementation, our IT experts work with a client's technical representatives regarding file layout, data mapping, test files, PGP encryption, and secure FTP sites. As an incumbent to the Court, we have already established these technical elements, but during implementation we will review and address all these areas anew for this specific contract to ensure accuracy and seamless placement of every file transmitted to and from Harris & Harris. Our systems will verify a variety of factors, including but not limited to the number of accounts transmitted, total value, balance due, payment history, and other variables. Any inconsistencies are immediately flagged and are addressed before accounts are eligible for collection.

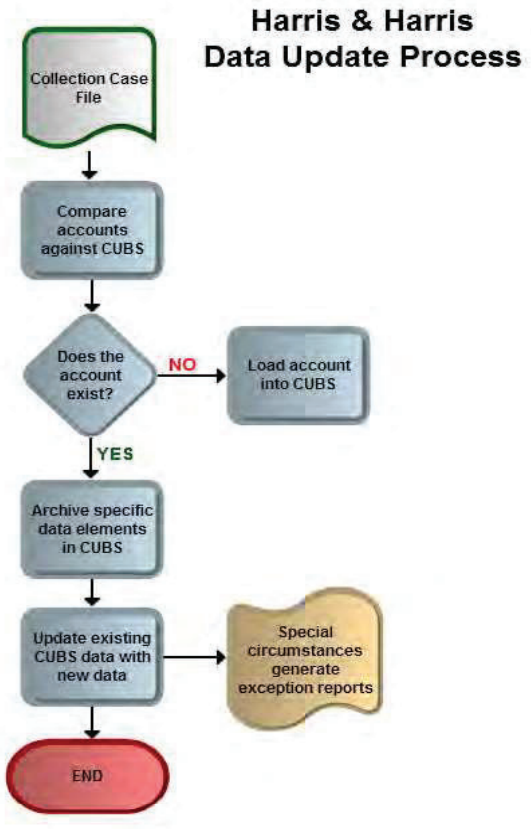
Automate BPA

Our IT operations team manages all day-to-day file transfers for each client using Automate BPA software to ensure quality control and business continuity during implementation and throughout the contract. Our collection platform, CUBS®, provides automated file creation capabilities that are established and scheduled per each client's specific requirements. These settings are thoroughly tested during the implementation process.

Once CUBS® creates the daily file, the Automate BPA server picks up the file and delivers it to the appropriate client SFTP site. Automate BPA enables us to script file handling procedures and add additional safeguards and alerts to make sure files are transferred in a timely fashion. The automated jobs are set up to retry upon failure, and to generate alerts to the Automate BPA administrators.

Automate BPA transfers files to our hosted SFTP solution, which is provided by Progress. Progress is an industry leader in the FTP hosting arena and provides a solution that complies with numerous stringent regulations, including the Federal Information Security Act (FISMA) and the Personal Information Protection and Electronic Documents Act (PIPDEA). On file delivery, an automated email is sent to the appropriate client contacts to alert them that the file is ready for pickup. All transfers and pickups are tracked in searchable audit logs.

Every Harris & Harris client has unique overlay needs, so our in-house team of IT professionals tailor programs to accommodate each overlay. **Regardless of the customization needed, each program will accomplish the following**:



- Analyze every collection case file to determine if the account is a new placement or an overlay
- Extract the overlay records and match against existing records in the database
- Extract existing records in the database and identify data that should be archived in notes or separate database tables (e.g., phone numbers, addresses, etc., depending on client requirements)
- Archive selected data
- Overlaying new data onto the existing database record
- Produce exception reports on special status accounts for operations review
- Process new (non-overlay) records into the system with a new placement date

CUBS® has built-in duplication checks which flag accounts that have already been entered into the system for a specific client and indicate whether the accounts are still active. This feature is essential to a successful overlay process.

Our IT operations team uses Automate BPA to ensure completion of both manual and automated tasks. Any IT operations team member dedicated to Court can schedule, track, and report on any file transfer related task. Be assured that **regardless of interface requirements, Harris & Harris can establish and administrate seamless and effective electronic data transfer in any format and at any frequency required by the Court.** Please see *4.3 Transition Plan* for additional information regarding our implementation including the creation of test data and test cases and the associated utilities and production.

3.10.2 Data Entry of Manual Referrals

CONTRACTOR shall be required to data input into their system any account information specified and referred by COUNTY/COURT that is a manual referral not transmitted through an interface with a case management system.

Agreed. Harris & Harris agrees that we will perform data input of account information for every manual referral that is not transmitted to Harris & Harris via an established interface with a case management system. As cited elsewhere in our Technical Proposal, we can work with many non-electronic sources of information for account placement. We can readily accommodate this necessity with accuracy of input and full confidentiality of all information referred.

3.10.3 Determination of the Data to be Transmitted, Transaction Codes, etc.

- ***All data exchanges described in the processes below must be in compatible information system interfaces, specifications, code and formats as specified by COUNTY/COURT.***

Agreed. Again, Harris & Harris can send and receive data and provide daily back-up in any interim, in any format, and from nearly any collection / accounting / case management system – including but not limited to all listed in the requirement – whether by secure FTP, VPN, email, diskette, tape, data cartridge, or hard copy paper. We acknowledge that all data exchanges must be in compatible information system interfaces, specifications, code and formats, and that these specifications are to be made by the County/Court. We equally assert our ability to ensure seamless compatibility throughout the contract, both at the onset as defined and at any point in the contract should any development or programming changes be required.

- ***The field definitions and specifications, data to be transmitted, and transaction codes for all the account information and/or electronic files listed below will be determined by COUNTY/COURT and CONTRACTOR.***

Agreed. During implementation, Harris & Harris will work in conjunction with the County/Court to determine the field definitions and specifications, the data to be transmitted, and the transaction codes for all the account information and/or electronic files listed below. We will also test all facets accordingly.

3.10.4 Referral Information – Referrals from Case Management System (CMS)

- ***COUNTY/COURT, at its discretion, shall refer delinquent accounts from the CMS to CONTRACTOR.***
- ***COUNTY/COURT may refer delinquent accounts to CONTRACTOR by using the Odyssey Configuration Integration Publisher that allows COUNTY/COURT to send information directly to CONTRACTOR's web service endpoint in the form of an XML message for***

CONTRACTOR's consumption or by using a collections export file batch process determined by COUNTY/COURT. Illustrative sample is provided for in (Attachment B).

- *COUNTY/COURT may refer delinquent accounts to CONTRACTOR by using eCourt API interfaces that allows COUNTY/COURT to send information directly to CONTRACTOR's web service endpoint in the form of an XML message for CONTRACTOR's consumption or by using a collections export file batch process determined by COUNTY/COURT.*
- *COURT Referrals shall correspond to CMS referral file specifications and may be subject to change.*

Agreed. Harris & Harris has read, understands, and will comply with the entirety of this requirement regarding referrals from CMS. We can readily accept and process these referrals accordingly. We also acknowledge the possibility that CMS referral file specifications will change.

3.10.5 Re-Referral Information – Re-Referrals from CMS

- *COUNTY/COURT shall re-refer debtors who have scheduled a court appearance through CONTRACTOR and subsequently failed to appear in court.*
- *COUNTY/COURT shall either re-refer debtors through the CMS referral file, or through an alternate mechanism developed by CONTRACTOR and COUNTY/COURT.*

Agreed. Harris & Harris has read, understands, and can and will comply with the entirety of this requirement regarding re-referrals from CMS. We can readily accept and process these re-referrals as described.

3.10.6 Payment Information

The sum of all payments on file transmissions, manual and electronic, must equal the amount deposited into the COUNTY Bank Account, the sum of all the deposit slips, and the sum of all the payments listed on the payment report (see Section 3.13.6 - Payment Reports).

Agreed. As described in our response to 3.13.6, Harris & Harris will prepare and submit each business day a **Remittance Report**, or Payment Report. Just as each report will have been fully reconciled by our accounting department such that the sum of all payments listed will always equal the amount transferred via ACH in the County bank account, we confirm that this reconciliation will be reflected in accordance with this requirement, such that the sum of all payments on file transmissions (manual and electronic) will equal the amount deposited into the County bank account, the sum of all the deposit slips, and the sum of all the payments listed on the payment report. Please see **Sample Reports** in the **Appendix** to our Technical Proposal for a sample remittance report.

3.10.7 Payment Information – For Accounts Referred via CMS

- *At a frequency to be determined, but no less than once daily, CONTRACTOR shall submit current payment information to COUNTY/COURT via a mechanism developed by CONTRACTOR and COUNTY/COURT.*

Agreed. Harris & Harris agrees to submit no less than once daily (but at a frequency acknowledged to be determined) the current payment information for accounts referred via a mechanism developed jointly by the County/Court and Harris & Harris.

- *CONTRACTOR may notify COUNTY/COURT of payment information by submitting information required by Odyssey API web services or by submitting a payment import file specified by COUNTY/COURT. For API interface, the Odyssey Integration Toolkit web services will use the information to update appropriate Odyssey components. Illustrative sample is provided for in (Attachment D).*

Agreed. Harris & Harris has read, understands, and will comply with the entirety of the requirement regarding using either of these means to notify the County/Court of payment information for accounts. We also acknowledge that the payment file may be subject to change. We have reviewed and take no exception to Attachment D as an illustrative sample.

- ***CONTRACTOR may notify COUNTY/COURT of payments collected by submitting information required by eCourt API web services or by submitting a payment import file specified by COUNTY/COURT. For API interface, the eCourt web services will use the information to update appropriate eCourt components. The payment file shall correspond to CMS file specifications and may be subject to change.***

Agreed. Harris & Harris has read, understands, and will comply with the entirety of the requirement regarding using these means to notify the County/Court of payment information for accounts. We also acknowledge that the payment file may be subject to change.

3.10.8 Uncollectible Information – For Accounts Referred via CMS

- ***As requested by COUNTY/COURT, CONTRACTOR shall return accounts deemed uncollectible to COUNTY/COURT via electronic file.***
- ***CONTRACTOR shall return such accounts to COUNTY/COURT with any updated account information obtained (e.g., addresses, telephone numbers, Social Security Numbers, etc.).***
- ***The uncollectible file shall correspond to COUNTY/COURT CMS specifications.***

Agreed. Harris & Harris will integrate this requirement with our own aforementioned protocol for returning uncollectible accounts. For accounts referred via CMS that are deemed uncollectible, we will compile all instances in a given month into a single electronic file that corresponds to County/Court and CMS specifications and transfer it to the County/Court. As with our standard protocol, the return for each such account will be accompanied with a full report detailing all collection efforts, any contact made, and any updated contact information we may have obtained on each account. During implementation with the County/Court, we will discuss and determine report characteristics (e.g., format, appearance, delivery schedule) for this report, and we will identify and schedule it as a deliverable and incorporate it into the standard reporting package to be provided to the County/Court.

3.10.9 Court Appearance Information

At minimum once each day or a frequency specified by COUNTY/COURT and in a manner specified by COUNTY/COURT, CONTRACTOR shall submit court appearance information.

Agreed. Harris & Harris shall submit court appearance information at least once each day (or at an alternate frequency to be specified by the County/Court). We acknowledge that the mechanism to provide this information to the County/Court shall be developed jointly by the County/Court and Harris & Harris.

3.10.10 Updated information to CONTRACTOR on COUNTY/ COURT Accounts

As needed, COUNTY/COURT will inform CONTRACTOR with any updated account information. A mechanism to provide this information to CONTRACTOR will be developed by CONTRACTOR and COUNTY/COURT.

Agreed. Harris & Harris acknowledges that the County/Court will inform Harris & Harris as needed with any updated account information. We acknowledge that the mechanism to provide this information to Harris & Harris shall be developed jointly by the County/Court and Harris & Harris.

3.10.11 Updated Information on COUNTY/COURT Accounts from CONTRACTOR

- *As requested by COUNTY/COURT, CONTRACTOR shall submit updated account information obtained (e.g., addresses, telephone numbers, Social Security Numbers, etc.).*

Agreed. As cited elsewhere throughout this section of our proposal, Harris & Harris will remit at least once daily (or at an alternate frequency to be specified by the County/Court) an Updated Account Information File for each day's activity to include updated account information obtained that day for any account placed with Harris & Harris.

- *As requested by COUNTY/COURT, the Updated Account Information File shall correspond with the CMS specifications, and/or other alternative formats as specified by COUNTY/COURT.*

Agreed. Every Updated Account Information File created by Harris & Harris and submitted to the County/Court – at least once daily or at an alternate frequency to be specified by the County/Court – will fully correspond with all respective CMS specifications and/or any other alternative formats specified by the County/Court.

3.10.12 Modification of file layouts

COUNTY/COURT has the right to modify file layouts identified above and COUNTY/COURT shall provide CONTRACTOR with new file layouts and a reasonable time period to implement.

Agreed. Harris & Harris acknowledges the right of the County/Court to modify any of the file layouts identified above. We also acknowledge and appreciate that the County/Court will provide new file layouts and a reasonable time period to implement them.

3.11 COLLECTIONS ONLINE REQUIREMENTS

3.11 Collections Online Requirements

3.11.1 CONTRACTOR shall provide designated COURT staff with "On-line" access, or a direct computer link to CONTRACTOR'S referred account database

- *COURT locations with CONTRACTOR'S staff assigned (see Section 6.2.2 – CONTRACTOR'S Personnel at Various COURT Locations) will require full access to the CONTRACTOR'S computer system (e.g., input, inquiry, etc.)*
- *Designated COURT staff will require inquiry access only to the CONTRACTOR'S computer system.*

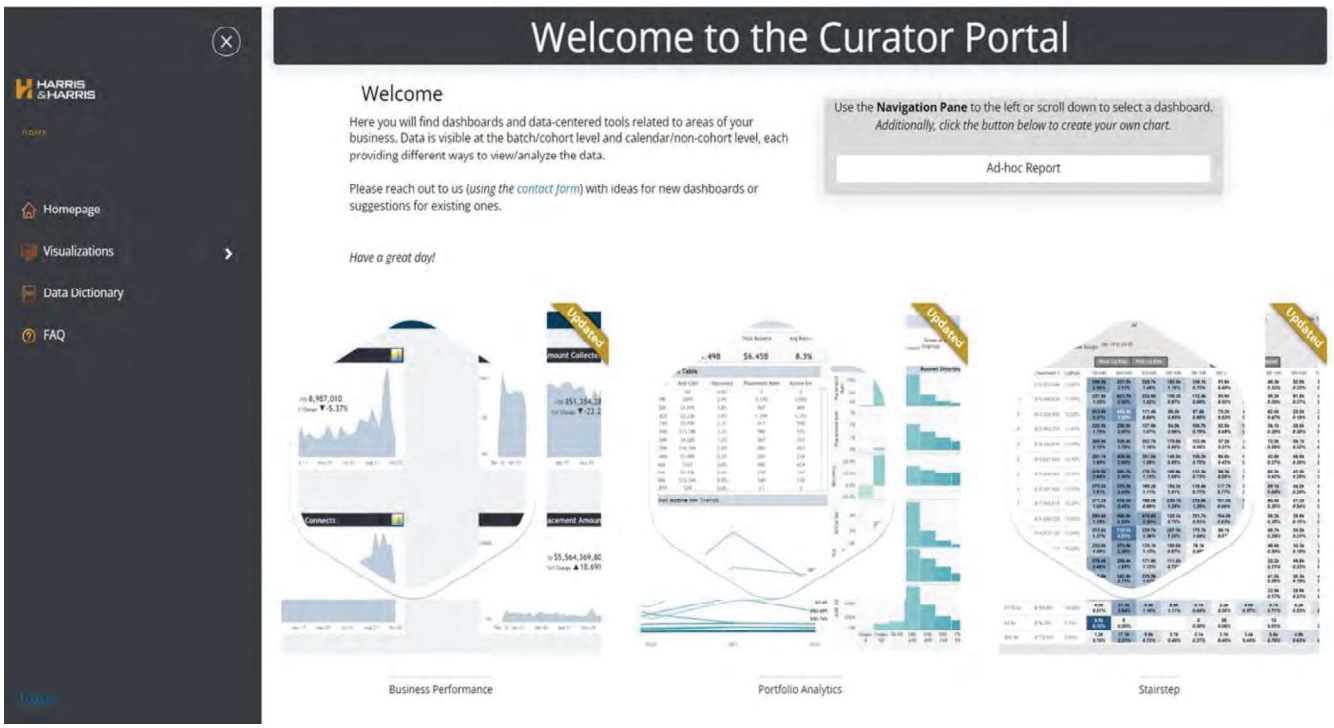
Agreed. Harris & Harris offers the Court both **Curator by Interworks** and **Client Access Web®** as established Web portals for **secure online master data access** to our systems.

Curator by Interworks

Curator by Interworks is an application that overlays business intelligence tools Tableau and Power BI and creates **a customized dashboard experience for our clients**. Along with a standardized reporting suite, this secure portal enables Harris & Harris to add custom reports and visualizations for any client. We offer customization of these reports during the implementation phase including PowerPoint-ready visuals with the client's color scheme and logos. The application provides the capability to download reports in multiple formats that include CSV, Excel, Images and PDF versions.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

A screenshot of the welcome dashboard is presented below.



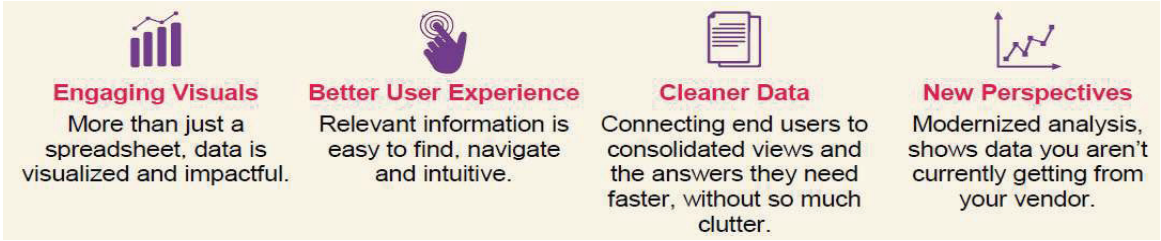
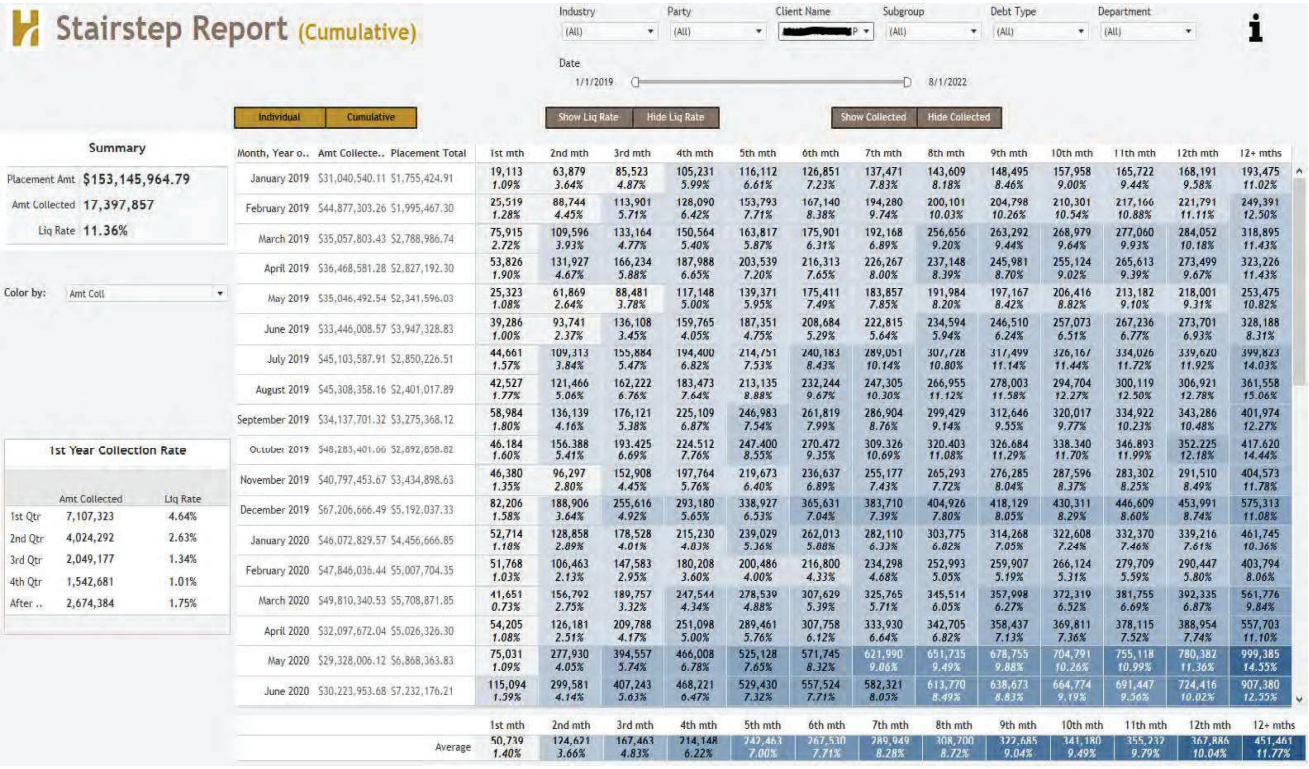


Tableau and Power BI – Data Visualization

Visualization of our client's inventory enables Harris & Harris to simplify raw data in a very easily understandable format. Our firm has contracted with **Tableau** and **Power BI**, highly interactive and intuitive visual-based data platforms, to enable us to investigate and study patterns, insights, process flows, or trends in our client inventory. The data collected is meaningful in predicting, explaining, and/or concluding potential changes in the inventory. As a committed partner to the Court, Harris & Harris will continue to regularly meet with representatives of the Court to provide understanding and suggestions. We have included on the next page some additional sample screenshots of Curator.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Batch Liquidation Rate



Stairstep Report (Cumulative)

Industry: (All) | Party: (All) | Client Name: [redacted]P | Subgroup: (All) | Debt Type: (All) | Department: (All)

Date: 1/1/2019 – 8/1/2022

Individual | Cumulative | Show Liq Rate | Hide Liq Rate | Show Collected | Hide Collected

Summary

Placement Amt	$153,145,964.79
Amt Collected	17,397,857
Liq Rate	11.36%

Color by: Amt Coll

1st Year Collection Rate

	Amt Collected	Liq Rate
1st Qtr	7,107,323	4.64%
2nd Qtr	4,024,292	2.63%
3rd Qtr	2,049,177	1.34%
4th Qtr	1,542,681	1.01%
After ..	2,674,384	1.75%

Month, Year o..	Amt Collecte..	Placement Total	1st mth	2nd mth	3rd mth	4th mth	5th mth	6th mth	7th mth	8th mth	9th mth	10th mth	11th mth	12th mth	12+ mths
January 2019	$31,040,540.11	$1,755,424.91	19,113 1.09%	63,879 3.64%	85,523 4.87%	105,231 5.99%	116,112 6.61%	126,851 7.23%	137,471 7.83%	143,609 8.18%	148,495 8.46%	157,958 9.00%	165,722 9.44%	168,191 9.58%	193,475 11.02%
February 2019	$44,877,303.26	$1,995,467.30	25,519 1.28%	88,744 4.45%	113,901 5.71%	128,090 6.42%	153,793 7.71%	167,140 8.38%	194,280 9.74%	200,101 10.03%	204,798 10.26%	210,301 10.54%	217,166 10.88%	221,791 11.11%	249,391 12.50%
March 2019	$35,057,803.43	$2,788,986.74	75,915 2.72%	109,596 3.93%	133,164 4.77%	150,564 5.40%	163,817 5.87%	175,901 6.31%	192,168 6.89%	256,656 9.20%	263,292 9.44%	268,979 9.64%	277,060 9.93%	284,052 10.18%	318,895 11.43%
April 2019	$36,468,581.28	$2,827,192.30	53,826 1.90%	131,927 4.67%	166,234 5.88%	187,988 6.65%	203,539 7.20%	216,313 7.65%	226,267 8.00%	237,148 8.39%	245,981 8.70%	255,124 9.02%	265,613 9.39%	273,499 9.67%	323,226 11.43%
May 2019	$35,046,492.54	$2,341,596.03	25,323 1.08%	61,869 2.64%	88,481 3.78%	117,148 5.00%	139,371 5.95%	175,411 7.49%	183,857 7.85%	191,984 8.20%	197,167 8.42%	206,416 8.82%	213,182 9.10%	218,001 9.31%	253,475 10.82%
June 2019	$33,446,008.57	$3,947,328.83	39,286 1.00%	93,741 2.37%	136,108 3.45%	159,765 4.05%	187,351 4.75%	208,684 5.29%	222,815 5.64%	234,594 5.94%	246,510 6.24%	257,073 6.51%	267,236 6.77%	273,701 6.93%	328,188 8.31%
July 2019	$45,103,587.91	$2,850,226.51	44,661 1.57%	109,313 3.84%	155,884 5.47%	194,400 6.82%	214,751 7.53%	240,183 8.43%	289,051 10.14%	307,728 10.80%	317,499 11.14%	326,167 11.44%	334,026 11.72%	339,620 11.92%	399,823 14.03%
August 2019	$45,308,358.16	$2,401,017.89	42,527 1.77%	121,466 5.06%	162,222 6.76%	183,473 7.64%	213,135 8.88%	232,244 9.67%	247,305 10.30%	266,955 11.12%	278,003 11.58%	294,704 12.27%	300,119 12.50%	306,921 12.78%	361,558 15.06%
September 2019	$34,137,701.32	$3,275,368.12	58,984 1.80%	136,139 4.16%	176,121 5.38%	225,109 6.87%	246,983 7.54%	261,819 7.99%	286,904 8.76%	299,429 9.14%	312,646 9.55%	320,017 9.77%	334,922 10.23%	343,286 10.48%	401,974 12.27%
October 2019	$46,283,401.66	$2,892,858.82	46,184 1.60%	156,388 5.41%	193,425 6.69%	224,512 7.76%	247,400 8.55%	270,472 9.35%	309,326 10.69%	320,403 11.08%	326,684 11.29%	338,340 11.70%	346,893 11.99%	352,225 12.18%	417,620 14.44%
November 2019	$40,797,453.67	$3,434,898.63	46,380 1.35%	96,297 2.80%	152,908 4.45%	197,764 5.76%	219,673 6.40%	236,637 6.89%	255,177 7.43%	265,293 7.72%	276,285 8.04%	287,596 8.37%	283,302 8.25%	291,510 8.49%	404,573 11.78%
December 2019	$67,206,666.49	$5,192,037.33	82,206 1.58%	188,906 3.64%	255,616 4.92%	293,180 5.65%	338,927 6.53%	365,631 7.04%	383,710 7.39%	404,926 7.80%	418,129 8.05%	430,311 8.29%	446,609 8.60%	453,991 8.74%	575,313 11.08%
January 2020	$46,072,829.57	$4,456,666.85	52,714 1.18%	128,858 2.89%	178,528 4.01%	215,230 4.83%	239,029 5.36%	262,013 5.88%	282,110 6.33%	303,775 6.82%	314,268 7.05%	322,608 7.24%	332,370 7.46%	339,216 7.61%	461,745 10.36%
February 2020	$47,846,036.44	$5,007,704.35	51,768 1.03%	106,463 2.13%	147,583 2.95%	180,208 3.60%	200,486 4.00%	216,800 4.33%	234,298 4.68%	252,993 5.05%	259,907 5.19%	266,124 5.31%	279,709 5.59%	290,447 5.80%	403,794 8.06%
March 2020	$49,810,340.53	$5,708,871.85	41,651 0.73%	156,792 2.75%	189,757 3.32%	247,544 4.34%	278,539 4.88%	307,629 5.39%	325,765 5.71%	345,514 6.05%	357,098 6.27%	372,319 6.52%	381,755 6.69%	392,335 6.87%	561,776 9.84%
April 2020	$32,097,672.04	$5,026,326.30	54,205 1.08%	126,181 2.51%	209,788 4.17%	251,098 5.00%	289,461 5.76%	307,758 6.12%	333,930 6.64%	342,705 6.82%	358,437 7.13%	369,811 7.36%	378,115 7.52%	388,954 7.74%	557,703 11.10%
May 2020	$29,328,006.12	$6,868,363.83	75,031 1.09%	277,930 4.05%	394,557 5.74%	466,008 6.78%	525,128 7.65%	571,745 8.32%	621,990 9.06%	651,735 9.49%	678,755 9.88%	704,791 10.26%	755,118 10.99%	780,382 11.36%	999,385 14.55%
June 2020	$30,223,953.68	$7,232,176.21	115,094 1.59%	299,581 4.14%	407,243 5.63%	468,221 6.47%	529,430 7.32%	557,524 7.71%	582,321 8.05%	613,770 8.49%	638,673 8.83%	664,774 9.19%	691,447 9.56%	724,416 10.02%	907,380 12.55%
Average			50,739 1.40%	124,621 3.66%	167,463 4.83%	214,148 6.22%	242,463 7.00%	267,530 7.71%	289,949 8.28%	308,700 8.72%	322,685 9.04%	341,180 9.49%	355,232 9.79%	367,886 10.04%	451,461 11.77%

Portfolio Breakouts



Portfolio Analytics

Total Placement Num	Total Active Inv	Total Placement Amt	Total Amt Collected	Total Balance	Avg Recovery
63.21M	20.19M	$28.28B	$2.63B	$7.53B	9.3%

Select Bucket Type: Placement Amount

Group or ungroup buckets using the slider below: Grouped – Ungrouped

Client Table

Client N..	Bucket	Placement Amt	Total Bal	Amt Coll	Recovery	Placemen..	Active Inv	Gross Uni..
[redacted]	UNDER 0	$-144310	$-28951	$51.63k	-35.8%	92	0	$561
	UNDER 50	$830.35k	$110.46k	$154.61k	18.6%	25,512	5,541	$6
	50-99	$2.63M	$331.43k	$536.20k	20.4%	36,366	4,563	$15
	100-249	$12.64M	$1.54M	$2.82M	22.3%	79,488	9,929	$35
	250-499	$20.36M	$2.59M	$4.03M	19.8%	58,598	7,620	$69
	500-749	$17.16M	$2.19M	$3.16M	18.4%	28,211	3,728	$112
	750-999	$16.29M	$2.16M	$2.62M	16.1%	18,765	2,574	$139
	1000-1999	$60.08M	$7.40M	$7.54M	12.6%	43,021	5,460	$175
	2000-2999	$36.14M	$4.98M	$3.75M	10.4%	14,838	2,120	$252
	3000-4999	$42.42M	$5.75M	$3.23M	7.6%	11,173	1,567	$289
	5000-9999	$39.47M	$6.58M	$2.01M	5.1%	5,857	1,003	$343
	10000-24999	$48.62M	$8.52M	$1.91M	3.9%	3,095	551	$618
	25000+	$60.55M	$20.93M	$2.25M	3.7%	1,131	337	$1,986

Bucket Recovery Trends

Select a Metric: Recovery

Bucket Distribution

During the implementation phase, we will discuss and determine with the Court who will need access to Curator, which is provided through licenses maintained by Harris & Harris, including whether they need full access or simple inquiry access. Our Analytics and Reporting team will conduct multiple training sessions to ensure all approved Court staff are well-versed with Curator. Once given access, authorized users can employ a comprehensive suite of dashboards and customized reporting options that are available 24/7/365.

Client Access Web®

Client access capabilities are further enhanced through Client Access Web®, to which authorized representatives of the Court will have exclusive access to:

- View activity of accounts placed
- Generate and build custom reports
- Run standard reports
- Download, cancel, and audit accounts

Each client representative who is selected to use Client Access Web® will be furnished with a unique username and password to access this program (based on their level of authorization) and view accounts online. Our Information Technology professionals will train authorized staff to ensure complete understanding and use of the full functionality of the product. All information is secured behind the robust firewalls of our system.

The most exciting element of Client Access Web® is the Report Builder. Client inventory reports, categorical reports or other custom compilations can be created in seconds using this client portal.

3.11.2 On-line Capabilities

At minimum the on-line system shall provide the following information:

- ***Account Number***
- ***Debtor Name***
- ***Debtor Address***
- ***Identifying Information (e.g., Date of Birth, Driver's License***
- ***Number and Social Security Number)***
- ***Court Appearance Date***
- ***Updated/Current Address (e.g., addresses found via Skip Tracing)***
- ***Account Status (e.g., Paid, Open, Closed, Withdrawn, Uncollectible)***
- ***Amount Due***
- ***Amount Paid***
- ***Balance Due***
- ***Last Date of Payment***
- ***Last Notice Date***
- ***Account History***
- ***General Comments***

Agreed. At a minimum, both Curator and Client Access Web® can provide authorized access to every element of information cited in this requirement.

3.12 FEES FOR SERVICES

3.12 Fees for Services

3.12.1 Invoices

CONTRACTOR shall invoice COUNTY/COURT only for collection fees for services that have resulted in the remittance of financial instruments (e.g., cash, checks, credit card remittances, etc.) to CONTRACTOR and subsequent deposit of the financial instruments into COUNTY Bank Account. CONTRACTOR shall not be compensated for activities on accounts for which debtor payments are not obtained.

CONTRACTOR shall be compensated only for services that result in the collection of revenue. COUNTY/COURT will not compensate CONTRACTOR for expended services in the event debtor payment is not obtained.

Agreed. Harris & Harris has read, understands, and agrees to comply with the entirety of this requirement regarding invoicing only for fees for services that resulted in the collection of revenue and the remittance and subsequent deposit as described. We acknowledge that no compensation is due – and as such, no invoicing will be issued - on accounts worked where payments were not obtained or for other expended services.

The amount of the CONTRACTOR'S invoices shall be calculated in accordance with the following formula: Commission Rate (%) x total collections deposited in COUNTY Bank Account during the period of the invoice.

Agreed. Harris & Harris will follow and incorporate this formula into all invoicing to be prepared and submitted to the County/Court.

CONTRACTOR shall submit to COUNTY/COURT an invoice each month by the 5th business day of the month for the prior month's deposits to the COUNTY Bank Account. Invoice shall be presented to COUNTY/COURT under the conditions and with the information set forth in Section 3.13.1 – Cycle for Submission of Invoices. An invoice without the required information will not be approved for payment.

All invoices submitted by the CONTRACTOR for payment must have the written approval of the COURT PM prior to any payment thereof. In no event shall COUNTY/COURT be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than three (3) weeks from receipt of properly prepared invoices by the COURT PM.

Agreed. Harris & Harris will submit a monthly invoice to the County/Court by the 5th business day of the following month as described. This invoice will be prepared under the conditions and information set forth in Section 3.13.1 and will contain all of the required information. We acknowledge that an invoice lacking any of the required information or approval of the Court Project Manager will not be approved for payment. We acknowledge the right and authority of the Court Project Manager to review and provide written approval of all invoices submitted prior to receipt of any payment and that we will not otherwise hold the County/Court liable for such payments. We also acknowledge and appreciate that written approval of an invoice will take no more than three (3) weeks following receipt of a properly prepared invoice.

Harris & Harris has provided in the Appendix to our Technical Proposal a **Sample Invoice** that can and will be customized to include but not be limited to all information cited in this requirement including itemization by case and subtotal for each court location.

3.12.2 Payment on Accounts with a Court Appearance after referral

In the event a debtor appears in court and subsequently pays the debt, COUNTY/COURT will compensate CONTRACTOR the amount that is adjusted (e.g., if a debtor's balance is reduced

from $550.00 to $350.00 at a court appearance, and payment is made, the Collection Fee will be based on the new court ordered amount).

Agreed. Harris & Harris has read, understands, and agrees to comply with the entirety of this requirement regarding payment on accounts with a court appearance after referral.

3.12.3 Dismissed Accounts

CONTRACTOR shall not receive compensation on any account that has been dismissed or suspended at a court appearance wherein a subsequent court fee has been imposed or otherwise dismissed or suspended by judicial order.

CONTRACTOR shall not receive compensation on an account where community service has been granted in lieu of fine.

Agreed. Harris & Harris has read, understands, and agrees to comply with the entirety of this requirement regarding dismissed accounts and our forfeit of any related compensation as described.

3.12.4 Failure to Pay Accounts

- ***CONTRACTOR shall not receive compensation on an account in the event a debtor fails to pay the debt after a court appearance.***
- ***COUNTY/COURT reserves the right to take actions deemed necessary to recover debt from a debtor who has failed to pay after a court appearance.***
- ***CONTRACTOR shall not receive compensation in the event that COUNTY/COURT, one of its agents, or another service provider, recovers revenue on a debtor who failed to pay the debt after a court appearance.***

Agreed. Harris & Harris has read, understands, and agrees to comply with the entirety of this requirement regarding failure to pay accounts. We also acknowledge our forfeit of any related compensation when a debtor fails to pay the debt after a court appearance or when the County/Court, one of its agents, or another service provider recovers revenue from a debtor who initially failed to pay debt following a court appearance. We also acknowledge the right of the County/Court to take actions it deems necessary to recover debt from a debtor who failed to pay following a court appearance.

3.12.5 Partial Payments/Prorated Fees

The Commission Rate shall be based on the amount of gross revenue collected. For example, if a partial payment is made, commission shall only be paid on the partial payment amount.

Agreed. Harris & Harris acknowledges the basis for payment as the amount of gross revenue collected, including for accounts where a partial payment is made, i.e., commission will be paid only on the partial payment amount.

3.12.6 Payment on Accounts Deemed Uncollectible, or Withdrawn by COUNTY/COURT

COUNTY/COURT will not compensate CONTRACTOR for an account collection if the debtor's payment, in whole or part, is received by COUNTY/COURT, one of its agents, another service provider, or the CONTRACTOR after an account has been returned by CONTRACTOR to COUNTY/COURT as Uncollectible or for accounts withdrawn by the COUNTY/COURT.

Agreed. Harris & Harris acknowledges that we will not be compensated for any partial or whole collection on an account – whether by Harris & Harris, the County/Court, one of its agents, or another service provider – after such account has either been withdrawn/recalled by the County/Court or returned to the County/Court as uncollectible.

3.12.7 Accounts with NSF Checks

- *CONTRACTOR shall not receive compensation for services in the event a debtor submits a NSF check or a chargeback is received on a debit/credit card transaction.*

Agreed. Harris & Harris acknowledges that we will not be compensated for services when a debtor submits an NSF check or when a chargeback is received on a debit card or credit card transaction.

- *Bank imposed NSF check fees charged to the CONTRACTOR may be added (maximum of $25.00) to the account balance. CONTRACTOR may attempt to collect bank imposed fees after the COURT referral amount is satisfied. CONTRACTOR shall not receive compensation from COUNTY/COURT on NSF check fees charged to the CONTRACTOR. CONTRACTOR shall not transmit or pass bank-imposed fees to COUNTY/COURT.*
- *CONTRACTOR is not entitled to commission on bank-imposed fees.*

Agreed. Harris & Harris has read, understands, and agrees to comply with the entirety of these requirements related to bank-imposed NSF check fees. We accept our full responsibility in this regard, and we acknowledge that we will neither petition nor bill the County/Court for compensation for these fees or for commission on these fees. We also acknowledge the collection on the account is foremost, such that we will attempt to collect bank-imposed fees from the debtor only after the referral amount is satisfied.

3.13 REVENUE RECOVERED BY CONTRACTOR

3.13 Revenue Recovered by Contractor

CONTRACTOR shall not deduct its fee directly from any collected revenue. CONTRACTOR shall receive payment from COUNTY/COURT by submitting an invoice as identified in Section 3.12 of this SOW.

Agreed. Harris & Harris has read and understands this requirement. We agree anew that we will receive payment only by submitting an invoice, and that at no time will we deduct a fee directly from any collected revenue.

3.13.1 Cycle for Submission of Invoices CONTRACTOR shall submit an invoice once per month. Invoices shall only include collection fees.

- *Invoices must correspond with and include, an itemized list of the ACH transfers into the COUNTY Bank Account made during the billing cycle.*

***Agreed*.** Harris & Harris will provide monthly invoicing for collection fees only to the County/Court. This invoicing will include an itemized list of the ACH transfers into the County bank account made during the billing cycle.

- *The invoice should be itemized by litigation type and case and include, at a minimum, the following information:*
  - *Case Number*
  - *Party ID*
  - *Client Code*
  - *Date Paid*
  - *Debtor Name*
  - *Amount Referred*
  - *Amount Paid on the Invoice*
  - *Total Amount Paid to Date*
  - *CONTRACTOR'S Commission Cost on Current Payment*
  - *CONTRACTOR'S Total Commission Cost Charged to Date*
  - *Civil Assessment Amount Collected, if applicable*

- *Total Civil Assessment Amount Collected to Date, if applicable*
- *Fine Amount Enclosed*
- *Total Fine Amount Collected to Date*
- *Balance Due*

- *The invoice must be subtotaled for each COURT location.*
- *The invoice must be subtotaled by referral and litigation type (e.g., Traffic FTA, Traffic FTP, Criminal FTP, etc.)*

Agreed. Harris & Harris has included in the **Appendix** to our Technical Proposal our Sample Reports that includes a **Sample Invoice** that can be customized to include but not be limited to all information cited in this requirement, including itemization by case and subtotal for each court location and by referral and litigation type.

3.13.2 Revenue Recovered after a Court Appearance

- *CONTRACTOR'S invoices shall not include accounts which were set for a court appearance.*
- *In the event revenue is collected by COURT on accounts that were set for a court appearance, CONTRACTOR shall provide supporting documentation of the payment as instructed by COUNTY/COURT. COUNTY/COURT will determine the total amount to be compensated for each monthly billing cycle, and will compensate CONTRACTOR accordingly.*

Agreed. At no time will our invoices include accounts which were set for a court appearance. In instances where the Court collects revenue on these accounts, we agree to provide documentation of the payment as instructed by the County/Court. We acknowledge that the County/Court in turn will determine any amount to be compensated and shall compensate Harris & Harris accordingly.

3.13.3 Invoices which include Accounts with NSF Checks, Chargebacks or Accounts with Debtor Refund:

- *COUNTY/COURT will not compensate CONTRACTOR for services provided on accounts with NSF checks, chargebacks or debtor refunds.*
- *In the event of a partial refund, COUNTY/COURT will remit to CONTRACTOR a collection fee that is adjusted to the amount of collected money retained by COUNTY/COURT.*
- *In the event invoices include accounts with NSF checks, chargebacks or debtor refunds, COUNTY/COURT will deduct the amounts of the NSF checks, chargebacks or the debtor refunds from the invoice.*
- *In the event CONTRACTOR is compensated for accounts with NSF checks, chargebacks or debtor refunds, COUNTY/COURT will deduct the appropriate remitted amount from CONTRACTOR'S next invoice.*

Agreed. Harris & Harris has read, understands, and agrees to comply with the entirety of this requirement as it pertains to invoices which include accounts with NSF checks, chargebacks, or debtor refunds. We acknowledge and take no exceptions to any of the protocols described for remittance, deduction, and overall compensation.

3.13.4 Reporting Requirements

At a minimum, the CONTRACTOR shall generate and provide the following reports to COUNTY/COURT no later than the tenth business day of each month:

- *A summary listing of accounts by account type referred in a given month;*
- *A summary description of account activity and status. This report should include, but may not be limited to the following: case number, status, amount due, amount paid, balance, collection activities and court appearances;*

- ***A summary description of month-to-date and year-to-date performance. This report should include, but may not be limited to: amount referred, amount collected, amount outstanding, amount adjudicated by the court, rate of collection, open accounts and paid accounts;***
- ***The number of accounts with civil assessment added to the fine/bail;***
- ***The number of debtors that paid their account in full within ten (10) days of the CONTRACTOR'S first collection letter;***
- ***Gross and net placements and gross revenue collected;***
- ***The number of court dates set by the CONTRACTOR by individual court location;***
- ***The number of installment plans received and initially set up;***
- ***The average installment payment amount;***
- ***The number of calls made by CONTRACTOR;***
- ***The number of calls received by CONTRACTOR;***
- ***The number of collection letters sent by CONTRACTOR;***
- ***The number of letters returned undeliverable;***
- ***A detailed listing of all accounts deemed to be uncollectible;***
- ***On an as-needed basis, provide a report, which lists all currently active accounts for which collection is still being pursued.***

- ***A quarterly aged inventory report***
- ***The format and appearance of the above reports will be determined by COUNTY/COURT.***
- ***COUNTY/COURT reserves the right to request additional ongoing and or ad hoc reports as deemed necessary.***

Agreed. Harris & Harris offers the Court a collection platform that provides a distinct and clear audit trail for our collector performance activity. **Every event associated with an account** – whether a letter sent, telephone contact (both successful and unsuccessful), payment arrangements, payment received, etc. – **is recorded in detail and is available for both scheduled** (e.g., monthly) and **ad hoc** (on request, as deemed necessary by the Court) **reporting** on any schedule desired by the Court. The system is extremely flexible and scalable and offers a robust suite of reporting tools to **readily meet every reporting requirement cited above**. We employ a dynamic and responsive team of onsite programmers who can modify existing reports and write custom reporting programs (with minimal turnaround time) for new reports to tailor CUBS® to specific programs for the Court as needed at any time during the term of the contract.

At a minimum, Harris & Harris will provide comprehensive, accurate, and timely reporting of our collection activity in full accordance with all above stated requirements no later than the tenth business day of the month following the month of record. Common reports we provide to our clients include:

- Gross number of accounts and dollars placed each month
- Gross number of accounts and dollars placed year-to-date
- Dollars collected and applied to the month the account was placed
- Cumulative amount collected for the amount placed by month
- Commission amount taken by month and year-to-date
- Net recovery (total collected minus commission amount)
- Net recovery percentage

During implementation, we will review existing reports, and we will work with the Court to determine and approve the exact type, format, scheduling, and means of delivery for each report for the new contract, including establishing each report as a scheduled deliverable.

Please see **Sample Reports** in **the Appendix to our Technical Proposal** for sample dashboards and system-generated reports that can be customized for the Court. Please also reference *3.11 Collections Online Requirements* earlier in this section for information regarding reporting options available through our custom client portals, Curator and Client Access Web®.

3.13.5 Judicial Council of California (JCC) Report

On an annual basis, the Superior Courts of the State of California and the Counties of the State of California are required to complete and submit to the JCC a Collections Reporting Template with aggregate referred and collected amount for all COUNTY/COURT collections programs to which Contractor is providing collections services. At no additional costs to COUNTY/COURT, CONTRACTOR shall provide the required data to COUNTY/COURT on a quarterly and annual basis. The current data that needs to be provided is included in the Collections Reporting Data (Attachment F – subject to change).

Agreed. Annually as required, Harris & Harris agrees to provide to the County/Court the required data as presented for reference in Attachment F. During implementation, we will work with the County/Court to determine the desired format and appearance of the JCC Report and the annual due date for this information. We will add the JCC Report to the roster of required reporting deliverables accordingly.

3.13.6 Payment Reports

Once each business day, CONTRACTOR shall submit a payment report via email to COUNTY/COURT.

- ***The sum of all the payments listed on the payment report must equal the amount transferred via ACH into the COUNTY Bank Account, the sum of all the payments on the electronic file and/or payment tapes.***
- ***The payment report shall provide a detailed list of all debtors who paid, including, but not limited to the following elements:***
  - ***Receipt number***
  - ***Client code***
  - ***Account number***
  - ***First and last names***
  - ***Type of financial instrument used to make payment (e.g., cash, checks, credit cards, etc.)***
  - ***Amount paid***
- ***The payment report should be sorted by receipt number.***
- ***The payment report shall include grand totals for the number of accounts paid and the amounts collected.***
- ***In the event no payments were received, CONTRACTOR shall submit a payment report, which indicates that no payments were received.***

Agreed. Each business day, Harris & Harris will provide via email to the Court a fully reconciled **Daily Payment Report** containing all of the information cited above (including grand totals) and sorted by receipt number. If no payments were received on that business day, we will still prepare and submit this report to indicate that no payments were received. We will add this report to the roster of required reporting deliverables accordingly.

3.14 RETURN OF ACCOUNTS

3.14 Return of Accounts

Upon termination of the Contract by either COUNTY/COURT or CONTRACTOR, CONTRACTOR shall return to COUNTY/COURT all accounts, and copies of records and information in their

possession relating to said accounts such as refreshed addresses, which were obtained by CONTRACTOR.

Agreed. Harris & Harris has read, understands, and agrees to comply with this requirement. As noted earlier in our collection methodology, we will immediately cease collection activity if the County/Court elects to cancel, de-assign, or recall an account for **any** reason, including upon termination of the contract. We will follow all the standards for closure specified by the County/Court, and all status codes can be fully customized to align with the accounting and auditing processes of the County/Court.

Upon contract termination by either the County/Court or Harris & Harris, we will close and return all accounts, along with a full report detailing for each account all collection efforts, any contact made, as well as any updated addresses and other contact information we may have obtained. During the implementation phase of the contract, Harris & Harris will work with the County/Court to determine all criteria to incorporate into the close and return process.

3.14.1 Accounts and related information will be returned in the formats specified in Section 3.10 - Transmission of Account Information, or in alternative formats as specified by COUNTY/COURT.

Agreed. Harris & Harris will return all accounts and related information in the formats specified in Section 3.10 or in any alternative formats desired as specified by the County/Court.

3.14.2 At the end of the Contract period, CONTRACTOR shall promptly return to COUNTY/COURT all previously referred accounts and all records and/or files pertaining to such accounts. In no case shall CONTRACTOR continue working the accounts and no commissions will be paid on monies received by the CONTRACTOR from the debtors upon termination of the Contract.

Agreed. Harris & Harris will readily return all accounts and all records pertaining to those accounts at the end of the contract period. We affirm that in no case will we continue to work on any account, and we acknowledge that no commissions will be paid on monies we receive following termination of the contract.

3.14.3 All account payment funds received by CONTRACTOR after contract termination shall be forwarded to COUNTY/COURT within three (3) business days of receipt. Any post-dated checks in CONTRACTOR'S possession will be voided and given to COUNTY/COURT to arrange for replacement from the maker(s).

Agreed. Harris & Harris will forward all account payment funds received after contract termination to the County/Court within three (3) business days of receipt. In addition, we will void and present to the County/Court any post-dated checks such that the County/Court can seek replacement checks from those parties.

3.14.4 Any legal actions in progress at the time of contract termination shall be provided to COUNTY/COURT within fifteen (15) days of termination.

Agreed. Within fifteen (15) days of contract termination, Harris & Harris will provide to the County/Court an accounting of all legal actions in progress at the time of termination.

3.14.5 Within forty-five (45) days of termination of this Contract, CONTRACTOR shall submit to COUNTY/COURT, in the form and with the certification and reports as may be prescribed by COUNTY/COURT, its termination claim and invoice. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY/COURT may determine, on the basis of information available to COUNTY/COURT, the amount, if any, due to CONTRACTOR in

respect to the termination. Such determinations shall be final. After such determination is made, COUNTY/COURT shall pay CONTRACTOR the amount so determined.

Agreed. Harris & Harris has read, understands, and agrees to comply with all aspects of this requirement regarding a final termination claim and invoice to be submitted by Harris & Harris within forty-five (45) days of contract termination. We acknowledge and accept that if the County/Court does not receive the final claim and invoice within that timeframe, then the County/Court has the authority to determine what amount if any is due to Harris & Harris and to remit that amount to be recognized as final payment in full.

3.14.6 CONTRACTOR shall house and maintain all records related to their Contract performance for a minimum of five (5) years after contract termination at their office(s). COUNTY/COURT will have the right to inspect these records at any time within this five (5) year period.

Agreed. Our *Data Storage and Retention Policy* provides comprehensive guidance to ensure all sensitive data is retained in full compliance with Harris & Harris's business, legal, and regulatory policies as well as with the policies and requirements of our clients. Harris & Harris archives all transactions for audit purposes, and the length of time depends upon the specific audit requirements of the client contract and other industry audits. Our retention periods for all records and statements for collection services and litigation exceed the minimum period of five (5) years required by the Court. We will house and maintain at our corporate headquarters all records related to this contract for more than the minimum of five (5) years after contract termination. We acknowledge and will abide by the right of the County/Court to inspect these records at any time within that five (5) year period.

In general, credit card numbers and associated cardholder data are stored for only six months from the last payment, and all credit card and Social Security numbers are fully encrypted and stored on our databases. Only the last four digits of both are visible. This retention period allows for potential chargebacks within the six-month period. Other critical data, such as the credit card security codes, are not stored under the requirements of PCI Compliance.

The quality control coordinator and system administrators are responsible for defining procedures to identify electronic data that exceeds the retention period and to securely dispose of it. Such procedures must be consistent with the following:

- **On-Line Electronic Data**: Once stored data exceeds the retention period, it will be removed on at least a quarterly basis via an automated process. If an automated process is not available, the various Department Directors are responsible for conducting quarterly audits to ensure that stored data in excess of the retention period is securely removed.
- **Backup/Removable Media**: Backup or removable media storing cardholder data must be classified so it can be identified as confidential, inventoried, and physically secured. System Administrators are responsible for reviewing media inventories monthly and securely disposing of cardholder data which exceeds the retention period.
- **Paper Records**: Paper reports containing cardholder data must be labeled so they can be identified as confidential and securely disposed of once there is no longer a business reason to retain them. Paper reports should be physically secured (e.g., stored in a locked file/cabinet) when not in use. On a quarterly basis, the Quality Control

Coordinators are responsible for auditing files to ensure that there are no reports containing cardholder data beyond the retention period.

- **Secure Transportation**: If transported, paper and/or electronic media must be sent via a trackable method and the System Administrator or Accounting Manager must provide written approval prior to transportation.

Secure Disposal: To provide proper assurance that data is irrecoverable, the following disposal methods must be used:

- **On-Line Electronic Data:** Cardholder data stored in files must be wiped using a program approved by the CIO. It is the responsibility of system administrators to ensure that secure disposal is implemented and effective.
- **Backup/Removable Media:** Cardholder data must be destroyed beyond recovery by using a wipe program to delete files or via degaussing or physically destroying the media beyond recovery. Removable media must be stored in a secure location until it has been destroyed. It is the responsibility of system administrators to ensure that secure disposal is implemented and effective.
- **Paper Records:** Documents containing cardholder data must be cross-cut shredded, incinerated, or pulped. Employees are responsible for disposing of sensitive paper records, including those containing cardholder data, in the locked shred bins provided or alternatively flagging the box of documentation for shredding by our approved vendor.

Destruction of all documents upon the completion of its retention period shall be shredded by the current authorized document shredding vendor.

3.15 COLLECTION AMNESTY PROGRAM

Pursuant to any enacted California Statute(s) providing amnesty debt relief on delinquent debt(s) to specified individuals, COUNTY/COURT shall establish an amnesty program that will be administered in its entirety by the CONTRACTOR as directed by COUNTY/COURT.

As directed by COUNTY/COURT, CONTRACTOR shall segregate and perform collection activity on accounts eligible for amnesty.

CONTRACTOR shall accept only the amount authorized/specified by the COUNTY/COURT as full payment.

CONTRACTOR shall segregate and process payments received during the amnesty program in the same manner as described in Section 3.8 and/or as required by Judicial Council guidelines.

As required by Judicial Council guidelines, CONTRACTOR shall provide the required reporting of data of the Amnesty Program to COUNTY/COURT. (Attachment G). The CONTRACTOR shall be compensated only on the amount collected.

3.15 Collection Amnesty Program

Agreed. Harris & Harris has also created and/or otherwise administered successful amnesty programs for several government agencies around the country. We can develop, implement, and administer a customized amnesty program or administer the Court's own amnesty and special programs to help reconcile longstanding or situational debt while maintaining a positive public perception of the Court as earned through professional administration of the program.

For this contract, we agree to fully administer the amnesty program established by the County/Court and we will abide by all requirements set forth above, including segregating eligible accounts for targeted collection activity and subsequently segregating and processing payments in the same manner as we perform our traditional payment processing. We agree to accept only the amount authorized/specified by the County/Court as full payment. We will use Attachment G in the RFP to report all associated amnesty program activity, and we will add Attachment G to our standard reporting package for the County/Court for any amnesty program administered during this contract.

3.15.1 Advertising and Marketing Campaign

The CONTRACTOR shall provide advertising and marketing services for an Amnesty Program appropriate to the community, including but not limited to:

- ***Public Service Announcements (PSA) developed for the local community in radio and/or television (e.g. Spanish and other languages) with a message approved by COUNTY/COURT;***
- ***Traditional advertising media services such as newspapers, magazines, posters, hand-out material, and mailed notices;***
- ***Modern social media such as Instagram, LinkedIn, TikTok, X (formerly Twitter) and Facebook;***
- ***A plan for the utilization of the above communication methods beginning not less than 90 days prior to the start of any program.***

All proposed advertising and marketing services are to be pre-approved by COUNTY/COURT.

Agreed.

Upon the establishment by the Court of an available amnesty program, Harris & Harris will develop and present to the County/Court for preapproval (including both messaging and methods) at least ninety (90) days prior to its authorized commencement a comprehensive advertising and marketing campaign plan. This plan can incorporate both paid and earned media messaging in both traditional and modern media, including but not limited to all of the potential media cited above. We will research and determine how best to reach, engage, and persuade eligible debtors where they live, figuratively and literally, with a focused and synergistic campaign of clear concise messaging and direction for immediate action (e.g., Web links, toll-free numbers) to access and take advantage of the amnesty program.

3.15.2 Reporting Requirements

CONTRACTOR shall comply with the reporting requirements set forth in any statute and in compliance with Judicial Council guidelines.

Agreed. Harris & Harris will comply with all reporting requirements for all reports required for this contract. As a contractor to the Judicial Council of California, we are fully aware of all related guidelines and will incorporate compliance with such into our reporting package for any amnesty program.

CONTRACTOR shall also provide real-time reports required by COUNTY/COURT through a dashboard that is accessible by the COUNTY/COURT. The dashboard shall include, but not be limited to, the following information:

- ***Account inventory***
- ***Aged Inventory Report***
- ***Collections year-to-date***
- ***Collections month-to-date***

- *Collections based on age of case referral*
- *Number of accounts on payment plan*
- *Number of accounts defaulted on payment plan*
- *Number of accounts with no contact*
- *Number of accounts with no payments*
- *Number of accounts paid in full*
- *Deceased, incarcerated and other inactive statuses*

The information above shall be available by litigation area. The CONTRACTOR shall provide sample reports to COUNTY/COURT for approval prior to the implementation.

Agreed. As cited earlier in this section, Harris & Harris offers the Court real-time monitoring and reporting dashboard access through Curator and Client Access Web®, our secure online client portals available 24/7/365. These dashboards can readily provide all cited required information (including searching/filtering by litigation area) desired by the Court. We will create and provide to the Court for approval (prior to program implementation) a sample reports package for the amnesty program that incorporates all desired aspects of reporting, including but not limited to those categories cited here.

3.15.3 Acknowledgement Report

Upon request, CONTRACTOR shall provide a complete list to the COUNTY/COURT of all accounts by account category each time the COUNTY/COURT refers accounts to CONTRACTOR. The report shall be provided within two (2) business days following the date the CONTRACTOR can access the referral, and will list as applicable:

- *Party ID*
- *Debtor's name*
- *Case number*
- *Bail or fine due date*
- *Amount of bail or fine referred*

Agreed. Harris & Harris has read and understands the requirements for the **Acknowledgement Report**. We agree to prepare and provide this report exactly as described and detailed, and within two (2) business days following the date that Harris & Harris can access the referral. This report will become a standard deliverable of the reporting package available for any amnesty program administered during this contract.

3.15.4 Daily Payment Transmittal Report

CONTRACTOR shall provide the COUNTY/COURT a daily payment information report, on the next business day, reflecting the prior day's payments. The daily payment transmittal report will include a listing of every account upon which payment has been made, and for each such account, where applicable:

- *Party ID*
- *Debtor's name*
- *Case number*
- *Total paid*
- *Installment paid (if applicable)*
- *Amount paid with personal check that has not yet cleared*

Agreed. Harris & Harris has read and understands the requirements for the **Daily Payment Transmittal Report**, and we agree to prepare and provide it exactly as described and detailed on the next business day so as to reflect the prior day's payments. This report will become a

standard deliverable of the reporting package available for any amnesty program administered during this contract.

3.15.5 Daily Adjustment Report

On the business day following the processing of any adjustment on any account, CONTRACTOR will provide the COUNTY/COURT with a daily report of each account where an adjustment has been made to any amount referred or owed. In addition, the report will summarize each day's adjustment reasons by category of "Cash" or "Non-Cash." Examples of adjustment reasons are as follows:

(a) Cash-related Adjustment

~Returned Check

~Misapplied Payment

~Overpayment

(b) Non-Cash related Adjustment

~Referred in error by COURT

~Incorrect referral amount

~Payment collected by COURT (only in the event of payment taken by COURT since all forms of payments should be directed to the CONTRACTOR).

Agreed. Harris & Harris has read and understands the requirements for the **Daily Adjustment Report**. We agree to prepare and provide it as described and detailed, and on the business day following the processing of any adjustment on any account. This report will become a standard deliverable of the reporting package available for any amnesty program administered during this contract.

3.15.6 Account Status Report

Upon request, CONTRACTOR will provide COURT with a complete listing of all such COURT accounts, by location, currently held by the CONTRACTOR. The report shall be in an electronic media that does not require the CONTRACTOR or COURT to produce a hard copy report. The account status report will include all relevant information deemed necessary by COUNTY/COURT and include at minimum where applicable, 1) party ID; 2) debtor's name; 3) case number; 4) bail or fine amount referred; and 5) total payment and adjustments 6) installments; 7) fines/fees and assessments reduced. The account status report will be sorted alphabetically by debtor's last name.

Agreed. Harris & Harris has read and understands the requirements for the **Account Status Report**. Upon request, we agree to prepare and provide this report via electronic means completely as described and detailed above, and without necessity to print or produce a hard copy report. We will establish this report as a deliverable to the Court for any amnesty program administered during this contract.

3.15.7 Collection Analysis Report

Within five (5) business days after the end of each calendar month, or unless otherwise agreed in writing, Contractor will provide a summary of collections for the month and include referrals in numbers and dollar value, gross collections in dollars and percentages matched against the month the account was placed, non-cash adjustments and commission expense in dollars and percent, and accounts remaining.

Agreed. Harris & Harris has read and understands the requirements for the **Collection Analysis Report**. We agree to prepare and provide this report exactly as described and detailed above, and we will establish this report as a monthly deliverable to the Court due within five (5) business days after the end of each calendar month (unless otherwise directed) for any amnesty program administered during this contract.

3.15.8 Transition Services

Upon termination of the Amnesty Program, CONTRACTOR shall continue to forward all payments received on any accounts referred by COUNTY/COURT. If payment activity continues on an account after termination and said account does not default from the program, the payments are forwarded to the COUNTY/COURT until satisfaction of the debt according to program parameters and the COUNTY/COURT will pay CONTRACTOR the commission rate identified for the Amnesty Program. If upon termination of the Amnesty Program there is no payment activity on account for 90 days and said account is in default of the Amnesty Program, the CONTRACTOR will cease collection activity and refer account to the Franchise Tax Board Court Ordered Debt collection program. CONTRACTOR will not receive commission from payment on accounts referred to other agencies or collection entities after termination of the Amnesty Program.

Agreed. Harris & Harris has read, understands, and agrees to comply with all aspects of transition services as described – including but not limited to the remittance of monies, cessation of collection activities, and commissions due/not due – upon the termination of any amnesty program.

3.16 SPECIAL COLLECTIONS PROGRAMS

COUNTY/COURT will provide specifications for collection programs unique to COUNTY/COURT and CONTRACTOR shall implement and administer the programs as directed.

3.16.1 Manual Fines/Fees Referrals

As directed by COUNTY/COURT, CONTRACTOR shall accept manual referrals of certain fines/fees by maintaining a transmittal log and data entering case information received from COUNTY/COURT via hard copy. Upon collecting payment, CONTRACTOR will submit a report listing the case number, defendant's name, court location, payment date, receipt number, and amount paid (full or partial). Payment processing shall follow procedures specified in section 3.8 Processing Debtor Payments.

3.16 Special Collections Programs

Agreed. Harris & Harris welcomes the opportunity to include special collection programs as part of our service to the Court. We offer extensive experience with successfully administering special programs for government clients, both at their behest and as proactively identified and recommended by Harris & Harris. We agree to work closely with the County and Court to seamlessly implement and effectively administer any program as directed by the Court.

As cited later in this section in our response to *4.2 Interface with Court Case Management Systems*, as necessary, Harris & Harris can accept data in virtually any format, including manually by paper/hard copy. For these transactions during this contract, we will maintain a transmittal log as described to document and update all case information. We will create and submit the described report upon collection of each payment, and we will follow ourstandard procedures as described in 3.8 to process each payment.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

4.0 Implementation of Service

4.1 IMPLEMENTATION DEADLINE

CONTRACTOR shall meet and implement the full range of services and requirements described in this SOW within four (4) weeks of the Los Angeles COUNTY Board of Supervisors' approval of the contract between COUNTY/COURT and CONTRACTOR.

Agreed. Harris & Harris can meet and implement the full range of services and requirements of the Scope of Work within the prescribed four (4) weeks of approval of the contract. As an incumbent to the Court under the current contract, we offer **the differentiating advantage of existing interface with the case management and collection management systems of the Court**, with established data transfer protocols and interims, such that we are the vendor of choice to ensure timely and seamless implementation of an otherwise complex launch for other Proposers.

We have prepared and provided in the **Appendix** to our Technical Proposal a comprehensive **Sample Implementation Plan** that incorporates this timeline.

4.2 INTERFACE WITH COURT CASE MANAGEMENT SYSTEMS

CONTRACTOR shall have the capability to develop and test the necessary interfaces with the COUNTY/COURT CMS prior to July 1, 2025. However, depending on the availability of COURT resources necessary to implement the programming changes to support referrals to multiple primary vendors, initial referrals to CONTRACTORS may be implemented on a staggered basis.

4.2 Interface with Court Case Management Systems

Agreed. Harris & Harris can **readily develop and test all necessary interfaces with the County/Court prior to July 1, 2025**. As noted above, we offer the differentiating advantage of existing interface with the case management and collection management systems of the Court. Harris & Harris is acutely aware of the existing electronic interfaces with County, Court, and all related stakeholders, and we already accept and transmit data electronically under our current contract. But to reaffirm, **Harris & Harris can accept and transmit all data electronically in any interim, in virtually any format, and from nearly any accounting or case management system, including whether by secure FTP, VPN, mail, email, electronic media, or hard copy paper.** Be assured that should the Court choose to modify or replace its systems at any time during the new contract, Harris & Harris is fully qualified and ready to accommodate and integrate any changes to ensure timely and seamless data transfer on any schedule and in any format required by the Court.

Typically, during implementation, our IT experts work with a client's technical representatives regarding file layout, data mapping, test files, PGP encryption, and secure FTP sites. As an incumbent to the Court, we have already established these technical elements, but during implementation we will review and address all these areas anew for this specific contract to ensure accuracy and seamless placement of every file transmitted to and from Harris & Harris. Our systems will verify a variety of factors, including but not limited to the number of accounts transmitted, total value, balance due, payment history, and other variables. Any inconsistencies are immediately flagged and are addressed before accounts are eligible for collection.

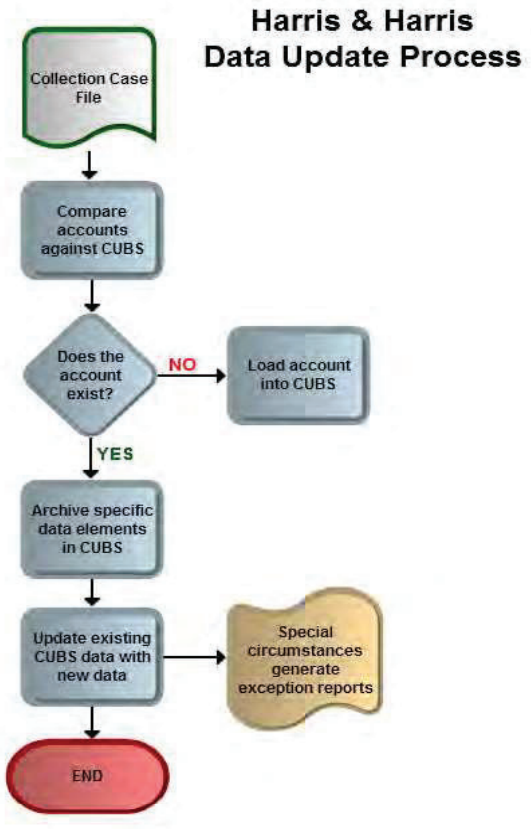
Automate BPA

Our IT operations team manages all day-to-day file transfers for each client using Automate BPA software to ensure quality control and business continuity during implementation and throughout the contract. Our collection platform, CUBS®, provides automated file creation capabilities that are established and scheduled per each client's specific requirements. These settings are thoroughly tested during the implementation process.

Once CUBS® creates the daily file, the Automate BPA server picks up the file and delivers it to the appropriate client SFTP site. Automate BPA enables us to script file handling procedures and add additional safeguards and alerts to make sure files are transferred in a timely fashion. The automated jobs are set up to retry upon failure, and to generate alerts to the Automate BPA administrators.

Automate BPA transfers files to our hosted SFTP solution, which is provided by Progress. Progress is an industry leader in the FTP hosting arena and provides a solution that complies with numerous stringent regulations, including the Federal Information Security Act (FISMA) and the Personal Information Protection and Electronic Documents Act (PIPDEA). On file delivery, an automated email is sent to the appropriate client contacts to alert them that the file is ready for pickup. All transfers and pickups are tracked in searchable audit logs.

Every Harris & Harris client has unique overlay needs, so our in-house team of IT professionals tailor programs to accommodate each overlay. **Regardless of the customization needed, each program will accomplish the following**:



- Analyze every collection case file to determine if the account is a new placement or an overlay
- Extract the overlay records and match against existing records in the database
- Extract existing records in the database and identify data that should be archived in notes or separate database tables (e.g., phone numbers, addresses, etc., depending on client requirements)
- Archive selected data
- Overlaying new data onto the existing database record
- Produce exception reports on special status accounts for operations review
- Process new (non-overlay) records into the system with a new placement date

CUBS® has built-in duplication checks which flag accounts that have already been entered into the system for a specific client and indicate whether the accounts are still active. This feature is essential to a successful overlay process.

Our IT operations team uses Automate BPA to ensure completion of both manual and automated tasks. Any IT operations team member dedicated to Court can schedule, track, and report on any file transfer related task. Be assured that **regardless of interface requirements, Harris & Harris can establish and administrate seamless and effective electronic data transfer in any format and at any frequency required by the Court.** Please see 4.3 Transition Plan below for additional information regarding our implementation including the creation of test data and test cases and the associated utilities and production.

4.3 TRANSITION PLAN

CONTRACTOR must provide a transition plan detailing how they will implement the full range of services and requirements described in this SOW within fifteen (15) business days after contract execution.

4.3 Transition Plan

Agreed. Harris & Harris offers the Court a comprehensive and proven project management approach and plan that ensures timely implementation and execution of the contract. Upon contract award, we will readily and constructively work with the Court, County, and all other designated parties to ensure seamless continuity and transition of services and a timely and compliant start date for all contract services and requirements.

Based on our experience as a current implemented contractor to the Court as well as on our understanding of the current scope of services, Harris & Harris has prepared and provided in the **Appendix** to our Technical Proposal a comprehensive **Sample Implementation Plan** that provides a comprehensive schedule of contract implementation activities including milestones and dates as predicated on a presumed start date of 7/01/2025. Our plan includes but is not limited to file exchange testing and the implementation of classroom training. Please note this is a sample plan and it can be modified accordingly.

Project Management Tool

Harris & Harris uses **Monday.com** as the project management tool for implementation. Our implementation team chose Monday.com as the best project management software available because of **its intuitive drag-and-drop functionality, impressive customization options, and its constantly evolving feature package**, which include several time-saving AI capabilities. The platform's intuitive interface and collaborative features enable us to optimize communication, streamline workflow management and enhance overall productivity. Real-time progress tracking and transparent reporting empower us to make quicker decisions and promptly address any challenges that may arise.

Our implementation plan offers:

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885



Project Management

- Dedicated operations team, account manager, implementation manager, and IT specialist
- Documented and shared process



Conference Calls

- Regularly scheduled calls ensure timelines are met and information is clearly communicated
- Pre- and post-call written summaries are provided



Program Development

- Test environment simulates real production environment
- Rigorous testing and quality controls



Post Launch

- Quality control testing continues for six (6) months
- Bi-monthly & quarterly management meetings

Monday.com is user-friendly and interactive, and it will be accessible to Court team members through assigned user logins to the project workspace. We can easily assign tasks and prioritize what is most important. Many of the project tasks have multiple sub-items and allow for tracking and completion of more specific tasks in the project plan. We can track progress, set timelines and manage work. It is completely customizable and flexible, so the workflow on any project can be shaped as needed. Routine tasks such as email reminders and project approval requests are automated.

The platform provides transparency and visibility to our clients. We will supply the Court with a login to Monday.com so that they may be able to track the progress of implementation activities on the project. Throughout the project, the Court will have access to the platform which serves as the source of truth for all decisions made regarding every aspect of the project. This enables both the Court and Harris & Harris staff to revisit all items at any time to review notes regarding decisions made. Where appropriate, our entire executive team will be available to the Court for the purposes of decision-making.

Process

The implementation process includes our professionals in Information Technology, Client Services, Account Management, Operations, and Project Management.

The initial phase of implementation begins by setting a target launch date to begin placements and communicating the status of pending and future issues. The information technology professionals from Court, County, and Harris & Harris will discuss items such as:

- File layout

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

- Data mapping
- Test files
- PGP encryption
- Secure FTP sites

Other topics of discussion between the client team members and the agency team members include, but are not limited to, payment and adjustment files, suspense and cancellation files, custom reporting requirements, reconciliation, remits, invoices, system access, and settlements.

Our dedicated implementation manager will first evaluate what needs to be done to accurately plan time and resource allocation. Implementation comprises several key tasks, including:

Implementation Table	
Scope of Project	The breadth of the project is defined.
Implementation Planning	The detailed schedule for implementation is described. This includes milestones, projected completion dates, and resource needs.
Management Orientation	Top management is briefed on current organizational status and resources needed to accomplish successful implementation. Management commits to the resources required and acknowledges the plan.
Resource Allocation	Resources are formally allocated and notified that they are part of the team.
Identification of Implementation Team	Our Implementation Manager is the point person for all implementations. Department heads from various departments within the organization are assigned to tasks associated with the implementation process. These department heads include, but are not limited to: ➢ Executive Operations ➢ Information Technology ➢ Client Services ➢ Collection Directors ➢ Collection Managers ➢ Analysts ➢ Director of Business Development

Listed in the table below are critical steps that are consistently evaluated as to where we are at any time during a client implementation. This allows us to report on the status of the readiness to begin the implementation.

Implementation Steps	
Prepare the Infrastructure	Many solutions are implemented into a production environment. It is important that the characteristics of the production environment be accounted for. This strategy includes a review of hardware, software, communications, and desktop capacity.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Implementation Steps	
Coordinate with the organizations involved in implementation	This may be as simple as communicating effectively with our client. For IT solutions, there are typically more than several contacts within our infrastructure for each client with whom advance communication is imperative, and many of these groups may have a pivotal role in getting the solution successfully deployed. Part of the implementation work is to coordinate the work of any other groups that have a role to play.
Implement Training	Many solutions require users to attend training or more informal coaching sessions. This type of training is completed in advance. We believe it is important and necessary to coordinate advanced training, as information retention will help ensure successful implementation.
Convert the Data	Data conversion – changing data from one format to another – needs to take place once the infrastructure and the solution are implemented.
Install the Production Solution	Our production solution needs to be moved from development to test. We make sure all of your production components are implemented successfully, including new programming, proper client set up, reporting, databases, and program code.

Harris & Harris has invested heavily in the setup of a **fully segregated testing environment**. This testing environment can easily send, receive, and process files without affecting production-related activity. The architecture of the testing environment mirrors the existing production environment, guaranteeing no negative impact when programs and files are moved into production. The test platform is located at the Harris & Harris Disaster Recovery facility, which is a Tier IV data center environment.

The test environment on the CUBS® Test server runs the same version of the CUBS® collection software, but with its own test databases that are separated and unconnected to the production server. The test environment is secured to only allow access to programmers involved in client implementation and administrators that manage the equipment. Programs written for the test environment are backed up daily. The data on the test environment is refreshed on a weekly basis so that the system mirrors production data.

Harris & Harris has the system and personnel resources available to create Test Data in all test phases as required. We have dedicated system resources for testing as this is an aspect that is addressed with every client implementation.

Test Data Creation

Harris & Harris analyzes the data elements of the client files to determine the test cases needed and test data. Test data is created that reflects those specific files and data that are passing to and from the client. The following test categories are covered in the setup of the test data:

1. **Business Rules:** Run test cases specific to client dictated business rules for account closure, overlay processes, payment file creation, return file codes, etc.
2. **No data:** Run test cases on blank data. Validate that the proper exception reports are generated.

3. **Valid data set:** Create to check if application is functioning as per client requirements and valid input data is properly saved in database or outgoing files.
4. **Illegal data set:** Prepare an invalid data set of illegal data format. System should not accept data in invalid or illegal format. Validate that the proper exception reports are generated.
5. **Invalid data set:** Prepare an invalid data set to check application behavior for negative values, alphanumeric string inputs.
6. **Boundary Condition data set:** Data set containing out of range data. Identify application boundary cases and prepare data set that will cover lower as well as upper boundary set.
7. **Data set for performance, load and stress testing:** Create a large data set that exceeds 50,000 records.

Test Case Creation

For each test category listed above a set of test cases is generated. Each test case is documented to include the following information:

1. **Test Case ID:** Unique id for the case for reference purposes
2. **Test Case Statement:** This will indicate what is being tested and how.
3. **Unit To Test:** What is being tested? Specify program and inbound/outbound
4. **Assumptions:** Detail any assumptions specific to outcome
5. **Test Data:** Capture test data up to and including line of data in files.
6. **Steps To Be Executed:** listing of steps outside of programs that will generate output data.
7. **Expected Result:** Detail what should happen with test data utilized.
8. **Actual Result:** Detail results of test
9. **Pass/Fail:** Detail pass/fail of test case
10. **Comments:** Comments on expected/unexpected results and changing the test case.

Each test category will have a minimum of three test cases that will be completed. Test cases will be completed for valid conditions prior to completing test cases for invalid conditions.

Each test case is tracked in an Excel spreadsheet which details the case and related information. For each test case failure, a set of two additional test cases is generated and set for completion once the appropriate programming has been remediated. All failed test cases will provide additional detail in the comments section reflecting all possible solutions and the effect of the bug on the data/system.

All test cases will be performed by the program manager or an assigned programmer that is not responsible for the coding of the programs. Testing will be performed in the test environment during a designated testing period. During the assigned testing period, programmers will be restricted from making any modifications to programs.

In addition to the test data and test cases mentioned, the Court will be asked to perform a quality assurance review of the data mapping to ensure that mapping of fields is consistent between the CUBS® system and the Court, County, and other party systems.

Testing Utilities

The following software and/or applications are utilized in tracking test cases/data and in the actual testing.

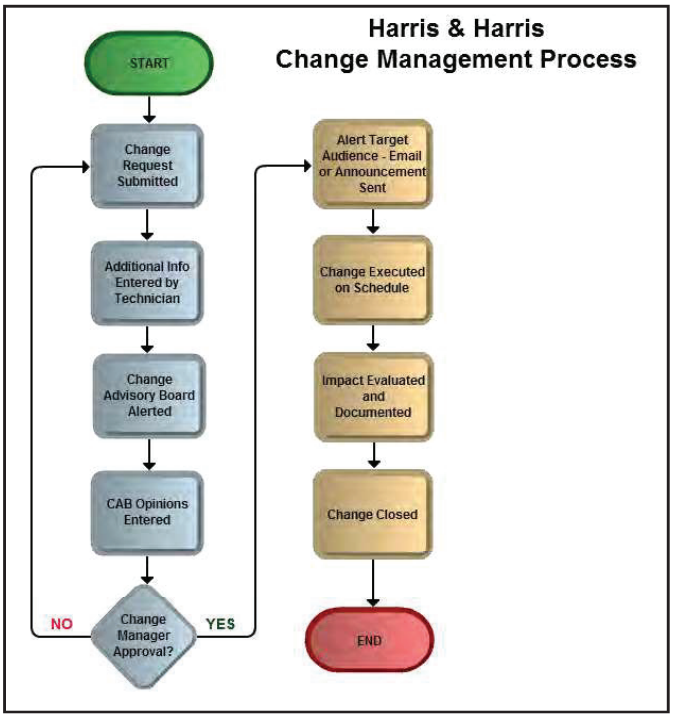
- **CUBS® test system**: Generate test data from preexisting test data
- **Excel**: Tracking of test cases and results

Move to Production

Once testing is complete, programs that are ready for production are processed onto the production server through a **Change Management process**. As part of the change request, new programs are run through a quality assurance process by the program manager to verify vendor specifics are met before they load and compile the program in production. A change management log is maintained for all changes. The log contains, but is not limited to:

- Date of submission and date of change
- Owner and custodian contact information
- Nature of the change
- Indication of success or failure

All testing shall be performed to the full satisfaction and authorized approval of the Court prior to implementation of collection activities for this contract.



5.0 County/Court Responsibilities

5.1 COURT PROJECT DIRECTOR

COUNTY/COURT shall appoint a COURT Project Director ("CPD") that will have overall responsibility for managing the Contract and the work to be performed by the CONTRACTOR.

5.1.1 CPD Functions

The CPD shall perform the following functions:

- ***Ensure that the objectives of this Contract are met.***
- ***Provide direction to CONTRACTOR in areas related to COUNTY/COURT policy, information requirements and procedural requirements.***
- ***The CPD will not be authorized to make any changes in any of the terms and conditions of this Contract and will not be authorized to further obligate the COUNTY/COURT in any respect whatsoever.***

5.1 Court Project Director

Agreed. Harris & Harris has reviewed the descriptions and functions of the role of Court Project Director for the new contract. As we do as an incumbent under the current contract, we understand and will continue to accommodate and comply with the responsibilities and assigned authority of this role.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

5.2 COURT PROJECT MANAGER

COUNTY/COURT shall appoint a COURT Project Manager ("Court PM") that will have responsibility for the day-to-day management of the work to be performed. The Court PM shall be the primary contact person between the COUNTY/COURT and the CONTRACTOR and shall confer with the CONTRACTOR'S Project Manager on a regular basis.

5.2.1 COURT PM Functions

The Court PM shall perform the following functions:

- *Oversee the deliverables and invoices from CONTRACTOR.*
- *Review, approve and recommend all correspondence related to this Contract.*
- *Approve the assignment of CONTRACTOR'S Project Manager and employees. The Court PM may request the removal of the CONTRACTOR'S Project Manager and/or other employee if the Court PM determines that it is in the best interest of the COUNTY/COURT.*
- *Monitor, evaluate and prepare periodic reports on CONTRACTOR'S performance.*
- *Provide instruction to CONTRACTOR'S Project Manager regarding clerical staff facility assignments in accordance with Section 6.2.2 – CONTRACTOR'S Personnel at Various Locations.*
- *The Court PM will not be authorized to make any changes in any of the terms and conditions of this Contract and will not be authorized to further obligate the COUNTY/COURT in any respect whatsoever.*

5.2 Court Project Manager

Agreed. Harris & Harris has reviewed the descriptions and functions of the role of Court Project Manager for the new contract. As we do as an incumbent under the current contract, we understand and will continue to accommodate and comply with the responsibilities and assigned authority of this role.

5.3 COLLECTIONS WORK AREAS AND TELEPHONE LINES

If COUNTY/COURT determine that CONTRACTOR is to provide staff at designated high-volume courthouses that would benefit from having CONTRACTOR staff on-site, COURT will provide CONTRACTOR on-site staff with work areas and telephone lines. COURT will permit contractor's employees access to COURT lunchrooms and restrooms where available.

5.3 Collections Work Areas and Telephone Lines

Agreed. Harris & Harris appreciates the described accommodation afforded by the Court to employees of our firm (if assigned to be on-site staff) regarding work areas, telephone lines, and access to lunchrooms and restrooms.

6.0 CONTRACTOR'S RESPONSIBILITIES

6.1 Contract Project Manager

6.1 CONTRACT PROJECT MANAGER

6.1.1 CONTRACTOR must provide and name a Contract Project Manager ("Contract PM") who shall act as a liaison for the CONTRACTOR and will have full authority to act on behalf of the CONTRACTOR in all matters related to the daily operation of the contract. The CONTRACTOR'S Contract PM must have at least five (5) years' experience managing collection projects of similar scope and complexity for courts or government agencies.

Our proposed Project Manager, Kathy Dumont, offers the Court **more than twenty (20) years of synergistic and strategic experience in client relationship management**, administrative management, and financial management including credit collections and associated legal actions and activities. This experience includes her **current roles as Project Manager and Client Success Executive to the Court** under the existing contract.

Ms. Dumont joined Harris & Harris in 2020 and has been managing collection projects of similar scope and complexity for courts and other government agencies throughout the United States including in California for at least five (5) years. She offers our government clients a comprehensive understanding of and experience with managing foundational and operational elements to ensure accurate accounting and reporting of all related contract activities. Ms. Dumont regularly attends meetings with clients and escalates and facilitates the resolution of client concerns while continuously monitoring performance against service level agreements and flagging potential issues. She will be consistently available to resolve concerns, answer questions, and respond to requests in a timely manner, meeting or exceeding all requirements for a contractor's Project Manager as itemized in the RFP. Please see *Section 6. Staff Qualifications* for additional and corroborating information regarding Ms. Dumont (including her resume) and her matching qualifications to serve anew as the Project Manager for this contract.

6.1.2 CONTRACTOR'S Contract PM shall be available to the Court PM for on-site consulting. CONTRACTOR'S Contract PM shall attend at minimum monthly meetings to discuss and resolve problems at the direction of COURT PM.

Agreed. Ms. Dumont as our Contract Project Manager shall be available to the Court Project Manager for on-site consulting. She shall also attend monthly meetings for ongoing contact and to discuss and resolve issues any issues.

6.1.3 CONTRACTOR'S Contract PM shall work with the Court PM to resolve any potential areas of difficulty before a problem occurs.

Agreed. Harris & Harris offers the Court a **"White Glove" concierge approach to client service** with ready availability by phone, email, text, and other channels. Kathy Dumont as our proposed Project Manager offers the Court the differentiating advantage of also serving as the Client Success Executive to the Court, ensuring consistent contact with the Court Project Manager to preemptively identify and mitigate any potential areas of difficulty before a problem occurs.

6.1.4 CONTRACTOR shall name a backup Contract PM. The CONTRACTOR'S backup Contract PM must have at least five (5) years' experience managing collection projects of similar scope and complexity for courts or government agencies. In the absence of CONTRACTOR'S Contract PM, the backup Contract Project Manager shall be available via telephone between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Agreed. Harris & Harris is proposing Vince LoBianco as the backup Contract Project Manager to Ms. Dumont. Like Ms. Dumont, at a minimum Mr. LoBianco will also be available by telephone during the prescribed hours.

Vince LoBianco offers the Court **more than 26 years of experience** – including 17 years with Harris & Harris – cultivating and nurturing long-term partnerships with government clients to collect the full spectrum of government and municipal debt. As Backup Project Manager, Mr. LoBianco will be responsible for supporting front-line account management with the Court, ensuring contract compliance and superior performance. Please see *Section 6. Staff Qualifications* for additional and corroborating information regarding Mr. LoBianco (including her

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

resume) and his matching qualifications to serve anew as the backup Project Manager for this contract.

6.1.5 CONTRACTOR'S Contract PM shall respond within twenty-four (24) hours to requests made by COUNTY/COURT between 8:00 a.m. and 5:00 p.m., Monday through Friday, and at other times as requested by the COURT PM.

Agreed. Ms. Dumont (or her backup, in her absence) will always respond within twenty-four (24) hours to all requests made by the Court, including but not limited to during the above prescribed hours.

6.1.6 The CONTRACTOR shall inform the COURT PM in writing of the name, address and telephone number of the individual designated to act as Contract PM and his/her backup.

Agreed. While we have initially presented here in 6.1.1 and 6.1.4 the proposed personnel for these roles, we agree to formally inform the Court Project Manager in writing of the names and contact information for the individuals who will perform in both roles.

6.1.7 CONTRACTOR shall provide the COURT PM with a current list of employees/management assigned to this contract, within five days after contract approval and at a minimum, every month to keep this list current during the term of this Contract.

Agreed. Harris & Harris will provide the Court Project Manager with a list of employees and management assigned to this contract, initially within five (5) days following contract approval and then at a minimum once a month so as to maintain a current list for all parties.

6.1.8 CONTRACTOR shall provide small combination safe(s) for the CONTRACTOR'S clerical staff to store their revolving funds and any monies collected.

Agreed. Harris & Harris will provide these secure safes accordingly for these specific uses.

6.1.9 CONTRACTOR shall provide a representative for COURT collection meetings, as requested by the COURT PM.

Agreed. Harris & Harris will always provide a representative to attend Court collection meetings.

6.1.10 CONTRACTOR shall advise the COURT PM at a minimum of three (3) business days before terminating or suspending any CONTRACTOR clerical staff assigned to work at a COURT location.

Agreed. Should it be deemed necessary to suspend or terminate a staff member assigned to work at a Court location, Harris & Harris agrees to advise the Court Project Manager of its intent at a minimum of three (3) business days beforehand.

6.1.11 CONTRACTOR shall maintain membership with the California Association of Collectors during the term of the Contract.

Harris & Harris is not a current member of the California Association of Collectors (CAC) because we have been advised by ACA International that we must join the state affiliate association in the state of our corporate office. As an Illinois-based firm, Harris & Harris continues to be an active member in good standing of the Illinois Collectors Association. Should we also be allowed to join the CAC, we will maintain a membership in that affiliate also.

6.2 Contractor's Personnel

6.2 CONTRACTOR'S PERSONNEL

6.2.1 CONTRACTOR'S personnel must meet the following requirements:

- ***CONTRACTOR shall have the sole right to hire, suspend, discipline, or discharge employees. However, any Contractor employee who is performing unsatisfactorily (in the opinion of the COURT PM) will be removed from service under this Contract immediately.***
- ***Employee performing services for COUNTY/COURT must be over the age of eighteen (18).***
- ***Employee performing services for COUNTY/COURT must fluently read, write, speak and comprehend English.***
- ***Employee performing service at a COURT facility shall have a thorough knowledge of the work to be performed, the performance standards to be met, and the special needs of the COURT facility being served.***
- ***CONTRACTOR'S employees shall not bring visitors into any COURT facility; shall not bring in any forms of weapons or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol/drugs; shall be subject to authorized search; shall conduct themselves in a professional manner at all times; shall not cause any disturbance in the facility; and otherwise are subject to all rules and regulations in accordance with applicable COUNTY/COURT policy.***
- ***CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge that identifies the employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is within the confines of COURT facilities.***
- ***CONTRACTOR employees shall conduct services within the United States (US) geographic boundaries and shall not use call centers or agents from non-US countries.***

Agreed. Harris & Harris has provided in *Section 6. Staff Qualifications* a roster, biographical sketch, and resume of all proposed key personnel. **Each professional meets** (or will meet, for contract services yet to occur) **all personnel requirements itemized above**. In addition, all proposed collection professionals who will perform services for this contract also meet (or will meet, for contract services yet to occur) all personnel requirements itemized above and will always conduct all collection services within the United States without the use of non-U.S. call centers or agents.

We acknowledge our recognized right to hire, suspend, discipline, or discharge employees as deemed necessary. We also acknowledge the right of the Court Project Manager to immediately remove from service any employee who is deemed to be performing unsatisfactorily.

6.2.2 CONTRACTOR must have the capacity to provide personnel at locations specified by COUNTY/COURT (Attachment H - court locations):

- ***At the discretion of the Court, CONTRACTOR shall provide full/part-time clerical staff to various COURT locations to assist in the processing of accounts referred for collections in a manner that supports the volume of transactions processed at the location. In addition, the CONTRACTOR will provide sufficient clerical staff back-up and managerial staff as needed by COUNTY/COURT. CONTRACTOR'S staff must be trained in related aspects of CONTRACTOR'S business (e.g., CONTRACTOR'S automated systems).***

Agreed. Harris & Harris has reviewed Attachment H and asserts that we have both the current staffing and the capacity to readily staff (including reassignment, as necessary) all of the cited court locations to support each of the transaction volumes to be processed. If required, we agree to staff each location – and to continuously monitor and adjust accordingly, according to the processing needs of each – with fully qualified, fully trained, and cross-trained clerical staff who can efficiently and effectively perform every type of assignment cited below. We also offer the Court the professional capacity and infrastructure and regional resources to readily hire and train additional clerical staff to meet any increase in volumes.

- ***CONTRACTOR'S staff shall be responsible for the following types of assignments, including, but not limited to:***
  - ***Assist clients at the window***
  - ***Answer telephones***
  - ***Receipt payments***
  - ***Answer technical questions related to collections***
  - ***Set court dates for clients***
  - ***Troubleshooting issues***
  - ***Provide COUNTY/COURT with weekly status reports***
  - ***Provide other adhoc reports as requested by COUNTY/COURT***

Agreed. All employees assigned, reassigned, and/or otherwise hired, trained, and provided as dedicated clerical staff for this contract will be fully trained and ready to perform all of the potential assignments cited above.

- ***COUNTY/COURT needs may vary. CONTRACTOR employees assigned to work at a COURT location may be reassigned to any COURT location by the COURT PM to ensure the needs of COUNTY/COURT are met. If coverage is needed, a staff replacement must be at the COURT job location within two (2) hours of being notified by COURT.***

Agreed. Harris & Harris is richly experienced with variable staffing needs for several clients, including the possibility of reassignment to provide coverage. We will determine and include as part of our operational plan an established protocol for providing spot coverage for the consideration of the Court Project Manager. This protocol will optimize reassignment across locations and will incorporate factors including but not limited to employee skill level, potential risk to existing assigned location, and proximity to location in need, including the ability to be at the location in need within two (2) hours of being notified by the Court. Harris & Harris will always make meeting this critical required timeframe the paramount factor.

- ***CONTRACTOR will provide COUNTY/COURT the method for supervision of CONTRACTOR'S employees assigned to COURT locations.***

Agreed. Harris & Harris offers the Court successful experience with supervising client site employees including those assigned across multiple locations. During implementation we will discuss and determine with the Court the initial necessary staffing at each location, and we will prepare a management plan for the review and approval of the Court Project Manager. The core plan will be elastic and adaptable to accommodate any changes in staffing that are required at any time during the contract due to work volumes, reassignment to other locations, etc. At the core of this success will be a local supervisor who is skilled at managing a diverse group of staff members at multiple locations.

- ***For each clerical staff, CONTRACTOR shall provide a personal computer at current industry standards and all necessary computer peripherals (e.g., printers, modems, etc.). In addition, CONTRACTOR shall provide clerical staff with all necessary office products (writing instruments, forms, file folders, fax machines as determined by COUNTY/COURT, etc.) to perform their job functions.***

Agreed. At a minimum, Harris & Harris will provide each clerical staff with this requisite office equipment and all office products necessary to perform their job functions readily and fully for this contract.

7.0 Monitoring of Contractor's Performance

7.1 PERFORMANCE

Performance shall be monitored using monthly reports discussed in Section 3.13.4 (Reporting Requirements) and evaluated quarterly. In addition, COUNTY/COURT shall monitor the CONTRACTOR'S performance to the Contract based on, but not limited to, the Performance Requirements listed on the Quality Control Plan 2024 (Attachment I) and Deliverables (Attachment J).

7.1 Performance

Agreed. Harris & Harris has read and understands this requirement, and we agree that our performance shall be monitored throughout the contract using monthly reports in full accord with Attachments I and J as provided in the RFP. As noted in our response to Section 3.13.4 (including the referenced **Sample Reports** attachment included in the **Appendix** to our Technical Proposal), Harris & Harris will provide the Court with a suite of reports on our activities on all assigned accounts as generated by a sophisticated reporting tool that can provide analytical breakdowns, customer analysis, and a variety of statistical reports, including both scheduled and ad hoc reports, for every report cited in the RFP.

During implementation we will discuss and implement into our reporting package all required reporting elements (including format, appearance, and timing) desired by the Court. Also as cited in our response to Section 3.13.4, the Court will also have **online monitoring options** available through both Curator and Client Access Web® as secure client portals to portfolio activity.

7.2 NON-CONFORMANCE

If CONTRACTOR performance does not conform to all requirements in this SOW and is unsatisfactory, the COURT PM shall write a Contract Discrepancy Report ("CDR"), (Attachment K) and forward it to CONTRACTOR. CONTRACTOR shall respond within five (5) working days upon notification by COURT PM and correct the discrepancy, at CONTRACTOR'S expense, if any.

COURT PM shall monitor all requirements described herein. COURT PM may from time to time provide comment on these services but will not unreasonably interfere with CONTRACTOR performance.

7.2 Non-Conformance

Agreed. Harris & Harris has read, understands, and agrees to comply with this requirement. Although we do not anticipate providing less than satisfactory or non-conforming performance to the Court at any time during this contract, we acknowledge the necessity, nature, and notification schedule of any Contract Discrepancy Report (prepared in accordance with Attachment K as provided in the RFP) to be issued. Should this circumstance arise, we will respond within five (5) working days with a corrective action plan to correct the discrepancy, to be implemented at our expense. We also acknowledge and welcome the possibility of comment from the Court Project Manager throughout our administration of the contract, and we appreciate that intervention will not otherwise unreasonably interfere with our performance.

7.3 AUDITS

COUNTY/COURT may, at its discretion, direct or conduct Financial, Operational or other audits of the CONTRACTOR'S performance to ensure CONTRACTOR'S compliance with all requirements specified in this SOW.

7.3 Audits

Agreed. Harris & Harris has read, understands, and agrees to comply with this requirement. Should the Court determine such a need, we would direct you to contact either the Contract Project Manager or the Backup Contract Project Manager to initiate and facilitate an operational or financial audit, respectively. They will assist in all coordination of this event.

8.0 Unsatisfactory Performance of Services

In the event CONTRACTOR provides less than satisfactory performance of any service, or compliance with any requirement specified in this SOW, COUNTY/COURT shall issue, within five (5) business days to CONTRACTOR, a CDR.

Additionally, COUNTY/COURT may apply one or more of the following remedies as deemed necessary:

8.1.1 COUNTY/COURT may require CONTRACTOR to implement a formal corrective action plan, which will be subject to COUNTY/COURT'S approval. The corrective action plan must include:

- *The reasons for the unacceptable level of performance, or failure to provide the specified services;*
- *Descriptions of the specific steps to return performance to an acceptable level; and,*
- *Descriptions of monitoring methods that will be implemented to prevent recurrence.*

8.1.2 COUNTY/COURT may withhold account referrals until COUNTY/COURT determines the CONTRACTOR is providing the specified service.

8.1.3 COUNTY/COURT may exercise termination rights under the Contract between CONTRACTOR and COUNTY/COURT.

8.1.4 In the event COUNTY/COURT applies any of the above sanctions, COUNTY/COURT will notify CONTRACTOR in writing of the sanction(s) applied and the reason(s) for the sanction(s).

8.1 Contract Discrepancy Report

Agreed. Harris & Harris has read, understands, and agrees to comply with this requirement. Although we do not anticipate providing less than satisfactory performance to the Court at any time during this contract, we acknowledge the necessity, nature, and notification schedule of any **Contract Discrepancy Report** (CDR) to be issued should our performance or compliance not meet the requirements specified in the Scope of Work. Should this circumstance arise and as required by the Court, we will provide within five (5) working days (as noted and required above under 7.2 Non-Conformance) for review and approval a corrective action plan to include but not necessarily be limited to all elements stated above.

We also acknowledge and accept the possibility of additional or alternate simultaneous remedies including the withholding of account referrals (pending determination of whether we are in fact providing the required services) and/or the termination of the contract. We acknowledge that notifications for any sanctions will be provided in writing and will describe the reason for the sanction(s).

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

9.0 Remedies

When CONTRACTOR'S performance is not in compliance with the requirements of the SOW, COURT PM shall document unsatisfactory performance and may, if CONTRACTOR'S performance remains unsatisfactory, exercise its right up to and including termination of the Contract.

9.1 Non-Compliance

Agreed. Harris & Harris has read, understands, and agrees to comply with this requirement. Overall, we do not anticipate any non-compliance with the requirements of the Scope of Work that would require the escalation described. Our full-time **Compliance Department** provides comprehensive oversight of our compliance with all applicable federal, state, and local laws and regulations and the scope of work requirements for each client, including every aspect of debtor communication and the handling of information and payments.

That said, we recognize the role of the Court Project Manager in documenting contract performance and any instances of non-compliance including unmitigated non-compliance. Should non-compliance with the requirements of the Scope of Work occur and further remain unresolved and unsatisfactory, we acknowledge the right of the Court Project Manager to effect remedies up to and including termination of the contract.

10.0 Work Quality Issues

Questions regarding the quality and direction of work performance will normally be handled between COURT PM and CONTRACTOR, but if and when COUNTY/COURT finds that important work matters are not being properly handled by CONTRACTOR and that previous management efforts by COUNTY/COURT have failed to achieve desired results, COUNTY/COURT may exercise remedies under the Contract.

Work Quality Issues

Agreed. Harris & Harris has read, understands, and agrees to comply with this requirement. Overall, we do not anticipate the occurrence of a work quality issue that would require the escalation described. Our **ManageEngine Help Desk** software monitors and tracks operational issues for every client from the moment they are identified through resolution, ensuring **every question or problem receives real-time management attention** and remains available for trend evaluation. Automated emails are sent communicating an issue to teams affected and to those involved in the resolution process, including the assigned Client Success Executive. Automated email notifications also remind users of newly assigned issues and due dates to ensure quick and orderly responses.

That said, we fully recognize the right of the Court to exercise remedies to improve our performance. We will consistently monitor compliance with all requirements of the Scope of Work, and we acknowledge both the Court's necessity to monitor contract performance and the right to exercise remedies if we identify work quality issues.

11.0 Security and Control Procedures

11.1 CONTRACTOR shall apply General Accepted Accounting Principles in the management and processing of COUNTY/COURT accounts as well as preparation and maintenance of financial records and reports.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

11.1 Generally Accepted Accounting Principles

Agreed. Harris & Harris has read, understands, and agrees to comply with this requirement. We fully adhere to the highest standards of accounting transparency. As we do for all clients, we will perform the collection, accounting, deposit, and reporting of collection receipts for the Court in a manner consistent with Generally Accepted Accounting Practices (GAAP). Compliance is managed by our Chief Financial Officer and our Compliance Department and is further audited by an independent certified public accountant authorized to practice in the jurisdiction of Harris & Harris.

11.2 CONTRACTOR shall provide COUNTY/COURT a list of all pending and closed litigation, judgments, arbitrations, investigations or other controversy pending for the last five (5) years, to which CONTRACTOR or its principals were a party.

In addition, CONTRACTOR shall immediately notify COUNTY/COURT of any new litigation. The list shall at minimum contain: the case number, court venue and jurisdiction, a brief explanation of the litigation/judgment and the outcome/resolution.

11.2 Litigations / Judgments / Arbitrations / Investigations

Agreed. Harris & Harris presents **Past Five Years of Litigation** in the **Appendix** to our Technical Proposal, a list of our pending and closed litigation, judgments, arbitrations, investigations, and other pending controversies for the last five (5) years. Additionally, Harris & Harris describes below the single instance within the last five (5) years regarding penalties leveled for the performance of services similar to the services in the RFP. Following this description, we have described a second situation where we voluntarily worked with a State Department of Banking (not directly with a client) to resolve a technical issue to ensure compliance with that state's laws, for which no penalties were levied or incurred.

Washington State

On February 21, 2024, Harris & Harris reached an agreement with the Washington State Attorney General's Office ("AGO") regarding disclosure language in our letters to Washington residents.

Background:

In 2022, the AGO filed suit against Providence Health & Services-Washington; Swedish Health Services; Swedish Edmonds; and Kadlec Regional Medical Center alleging that Providence violated the Washington Charity Care Act by failing to make free or reduced cost charity care accessible to indigent patients.

The AGO subsequently issued subpoenas to Providence's current and former collection agencies, and later amended its complaint against Providence to add both Harris & Harris and Optimum Outcomes, Inc. as defendants. As to Harris & Harris, the AGO alleged that we failed to include certain disclosures on letters that were sent to Providence patients in Washington.

From the outset, Harris & Harris has refuted the AGO's allegations and fervently defended our organization. We firmly believe that our letters have always been compliant with Washington law. However, to avoid the time, expense, and uncertainty of continued litigation, Harris & Harris and the AGO engaged in negotiations which have resulted in a full and complete settlement of all claims. Important aspects of the consent decree include payment of $1,000,000 to the AGO,

sending notices to consumers who received the letters at issue, and including specific language in letters that are sent to Washington consumers going forward.

State of Connecticut

Harris & Harris, through its companies, has been licensed in the State of Connecticut for twenty (20) years and has enjoyed a very cooperative relationship with the Department of Banking (DOB). A 2023 consent order underscored this cooperation, wherein we voluntarily agreed to resolve some technical structuring items stemming from an institutional investment in 2019. On February 2, 2023, the Banking Commissioner of the Connecticut Department of Banking (the "Commissioner"), Harris & Harris, Ltd. ("HH"), and Harris & Harris of Illinois, Ltd. ("HHIL") entered into a consent order by which the parties agreed to resolve allegations that HH and HHIL violated Connecticut law with respect to the flow of monies collected by HHIL through HH's trust account. Upon discovery of the issues at hand and the guidance from the DOB, the H&H companies worked with its regulatory counsel, Hinshaw & Culbertson, to resolve the matter with the Commissioner in a timely manner and to the full satisfaction of the DOB. Harris & Harris remains in good standing in Connecticut.

11.3 CONTRACTOR shall be responsible for safeguarding any/all COUNTY/COURT property in accordance with this SOW. CONTRACTOR shall ensure the confidentiality of information and require all CONTRACTOR personnel providing services in conjunction with the Contract to sign a CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT attached to the Sample Contract as Exhibit G1. Employee Confidentiality Contracts must be submitted within three (3) business days of employee's start of work.

11.3 Confidentiality of Information

Agreed. Harris & Harris accept full responsibility for safeguarding County/Court property and data/information under our stewardship throughout the project. We contract with a third-party security firm to assess our compliance with multiple data security standards and frameworks. We make this commitment to ensure both our security needs and those of our clients are met, to provide annual security audits, and to professionally manage our infrastructure and data security. The ongoing audits help ensure continued compliance with all industry standard security measures as well as all client security policies and requirements.

We have described in greater detail below and in our following response to 11.4 our comprehensive plan for ensuring security and proper confidentiality of court records throughout this contract. We also agree to submit within three (3) business days of every employee's start of work on this contract a signed ***Contractor Employee Acknowledgement and Confidentiality Contract*** (Exhibit G1).

Harris & Harris contracts with a third-party security firm, TECH LOCK, Inc., a Clearwater Security and Compliance, LLC company and industry leader in data security and compliance management, to ensure our security needs and those of our clients are met, to provide annual security audits, and to professionally manage our infrastructure and data security. Their ongoing audits and full-time staff contracted to us guarantee continued compliance with all industry standard security measures.

TECH LOCK's Certification ensures compliance with the following standards:

- HIPAA/HITECH Compliance
- IRS Pub 1075 (Based off NIST SP 800-53, Revision 4)
- Gramm-Leach-Bliley Act (GLBA) Safeguards Rule
- Payment Card Industry Data Security Standard (PCI DSS) version 4
- Red Flags Rule
- ISO 27002

In addition to our TECH LOCK Certification, our additional annual audits ensure compliance with several standards including but not limited to:

- PHI (Protected Health Information)
- PII (Personal Identifiable Information)
- 501r
- SOC 1 Type 2 and SOC 2 Type 2
- Audited company financial statements
- State mandated certifications

We provide 256-bit data encryption for data both in transit and at rest using the PGP standard and we maintain secure FTP or SFTP transfers. We also require dual factor authentication.

All employees at new hire and annually go through comprehensive security training based on their level of system access and prior to system access being authorized, to include training on red flags (identity theft) and on general data security best practices and company policies. Part of this program and training also includes how to properly escalate any security incidents to our information security team. Employees must pass security training at any instance it is required to be employed at Harris & Harris.

Please see our response to 11.4 below for a comprehensive description of our specific security policies.

11.4 CONTRACTOR shall develop and submit to COUNTY/COURT within five (5) business days of execution of the Contract, Security and Control Procedures. The procedures shall identify methods used by CONTRACTOR to ensure that COUNTY/COURT property is safeguarded at all times while in CONTRACTOR'S possession. Security and Control procedures should include but are not limited to: ensuring the security of COUNTY/COURT forms, case management systems, cash handling responsibilities (if applicable). CONTRACTOR shall notify the COUNTY PM of any changes to Security and Control Procedures within ten (10) business days of making a change.

11.4 Security and Control Procedures

Agreed. Harris & Harris has read, understands, and agrees to comply with the entirety of the 11.4 requirement. Upon executiion of the contract, we will prepare and subsequently submit to the County/Court within five (5) business days a written ***Security and Control Procedures*** plan. This plan to ensure the safeguarding of County/Court property will include but not be limited to methods for ensuring the security of forms, case management systems, and cash handling. Harris & Harris also agrees to notify the County Project Manager of any changes to this plan within ten (10) business days of instituting a change.

Harris & Harris offers a comprehensive Security Policy that addresses data protection and controls that will continue to ensure a secure environment. We focus on meeting NIST

requirements through several process and technology solutions. In addition to the technical solutions in place and the external validation of control compliance across multiple standards, laws, and regulations, our staff members perform compliance maintenance or internal audit activities related to compliance of multiple standards including the PUB 1075/NIST based framework. Evidence is reviewed by information security staff members and management on daily, weekly, monthly, quarterly, and yearly bases as outlined by our process and control compliance needs. While our overall security policies are primarily modeled after NIST, they also include elements of other data security standards as well as being based on the holistic nature of our compliance and information security frameworks we comply with and are reviewed on an annual basis.

We believe a strong security architecture is comprised of multiple layers as well as a combination of different policies, procedures, and technical controls. This defensive in-depth approach starts at our network perimeter with multiple technologies that protect our internal systems from the outside world including technologies such as firewalls and intrusive prevention systems (IPS). Our IPS are monitored and tuned to receive threat feeds, and we have enabled geo-location blocking on all locations outside of the United States. Our firewalls are locked down for both ingress and egress traffic to the specific ports and protocols that we require for business use. In addition to the external protection solutions deployed we also filter all Web traffic to ensure that our staff members are not going to malicious Web sites and access only sites that are approved for business use. We also have Advanced Threat Protection enabled for our Office 365 users that protect against phishing attempts as well as remove malicious URL's and links from email. In addition to the technical solutions deployed at the perimeter of our environment, we also have our physical security controls that limit access to all of our facilities. All access to our facilities is controlled by our badge access systems. Access to data centers or other secured areas, such as payment processing, wire/data closets, etc. is controlled via a combination of badge and biometric access. All sites also have CCTV cameras with footage maintained for 90 days. All visitor logs processes and procedures follow the PUB 1075 requirements.

All access to critical business systems is controlled through integration with our Active Directory. Access is provisioned in our environment via RBAC (Role based access control). Anything related to Microsoft and Active Directory is controlled through group membership and role-based access to file and or system resources. Application resources are controlled in a similar fashion based on need to know or least privilege. Users are provided with unique IDs and we have tied Active Directory authentication to all major systems and applications to limit the need to manage multiple user accounts for each individual staff member. Multi-factor authentication is enabled utilizing Duo for all privileged account access. All account creation as well as modification or disabling of accounts follow standard operating procedures and approval processes and are documented by a formal ticket request in our ticketing system. All access attempts are logged and monitored through our SIEM solution. On a quarterly basis, all accounts including privileged accounts are reviewed. We do not allow shared accounts to be used in the environment. Every user (including any privileged user) is assigned their own unique credentials.

Harris & Harris hardens all systems following CIS benchmark guidelines. In addition to system hardening, all systems have FIM (File Integrity Monitoring) and Antivirus. To ensure that Harris & Harris has a limited risk profile pertaining to vulnerabilities we have implemented a robust vulnerability and patch remediation process. We perform weekly vulnerability scans across all

internal subnets with many windows hosts having agent-based scanning enabled providing more real time updates back to our vulnerability management platform. Once vulnerabilities are identified, we patch no less than once a month. We have a dedicated patch weekend that follows the 2nd Tuesday of every month. Our patching solutions are capable of patching Microsoft and other 3rd-party products and applications. Our SIEM captures logs from all servers, network devices, workstation and other systems and the logs are retained for seven (7) years.

In addition to the technical solutions in place and the external validation of control compliance across multiple standards, laws and regulations, our staff members perform compliance maintenance or internal audit activities related to compliance of multiple standards including the PUB 1075/NIST based framework. Evidence is reviewed by information security staff members and management on a daily, weekly, monthly, quarterly, and yearly basis as outlined by our process and control compliance needs. Our security policies are primarily modeled after NIST; however, they include elements of other data security standards a well based on the holistic nature of our compliance and information security frameworks we comply with and are reviewed on an annual basis.

Network and Web Security

Harris & Harris secures and manages its data through a secure Cisco Networking environment. At the core of this infrastructure is the Cisco Adaptive Security Appliance. This system includes core features such as a world-class firewall, a hardened network structure, VPN remote security, SSL encryption, intrusion prevention and detection, and advanced anti-spam/anti-virus/anti-phishing measures.

Network

To complement our core infrastructure, we purchased the leading intrusion and prevention system available. This system provides security monitoring for network devices and host applications supporting both Cisco and other vendors. Security monitoring with this tool greatly reduces false positives by providing an end-to-end topological view of the network, which helps improve threat identification, mitigation responses, and compliance.

Key features of this security appliance include:

- Captures and gains network intelligence
- Analyzes both external and internal activity
- Leverages intelligence to identify threats
- Locks ports automatically in event of a threat
- Aggregates logs and events
- Produces over 150 reports and triggers
- Simplifies security response at Layer 2 and Layer 3 through topological graphs
- Emails IT contacts of problems or possible attacks

Web

Both of our key appliances have been integrated with Websense for full web filtering. Websense is based on best-in-class products, technologies and hosted solutions that provide integrated

network security threat defense and powerful policy-based control over our organization's web-sensitive data.

Data Encryption

Harris & Harris's data encryption policy provides guidance that limits the use of encryption to those algorithms that have received substantial public review and have been proven to work effectively. This policy dictates the procedures that must be followed when managing encryption keys and applies to all Harris & Harris employees and affiliates.

Protecting the Confidentiality of Client Information and Debtor Data

To gain access to any system, an individual using our information system must also authenticate to the network using their unique credentials. All access to critical business systems is controlled through integration with our Active Directory. Access and is provisioned in our environment via role-based access control (RBAC). Anything related to Microsoft and Active Directory is controlled through group membership and role-based access to file and or system resources.

Application resources are controlled in a similar fashion based on need to know or least privilege. Multi-factor authentication is enabled utilizing Duo for all privileged account access. All account creation as well as modification or disabling of accounts follow standard operating procedures and approval processes and are documented by a formal ticket request in our ticketing system. All access attempts are logged and monitored through our SIEM solution. On a quarterly basis, all accounts including privileged accounts are reviewed.

Privileged access rights to the AIX Operating System are approved by senior management. Primary logical access control to the AIX server is provided by security provisions of the AIX operating system, which includes access to data, programs, and system utilities. The system security level requires a unique user ID and password for sign-on.

Password management controls at the network and operating system layers (e.g., minimum length, expiration requirements, complexity, etc.) have been implemented in compliance with corporate security standards. Access rights are removed or modified as necessary when employees change job functions.

Application-level security is provided by Columbia Ultimate and is administered by the IT Department. System files, utilities, authorization lists, data files, and application programs are restricted through the user's AIX profile. Users do not have update or delete access to sensitive files and are restricted by their user profiles to an initial program which directs them to the CUBS® application. If a transaction must be stored temporarily due to a loss of connectivity or similar event ("store and forward" situation), the account number and sensitive authentication data must be encrypted until connectivity is restored and the transaction can be authorized. Acceptable algorithms must be proven and publicly reviewed.

Automatic Email Encryption of Sensitive Data

To ensure message security to any destination, Microsoft Bitlocker provides a gateway to desktop encryption and authentication without needing special endpoint agents or PKI infrastructure.

Gramm-Leach-Bliley Act Compliance

Harris & Harris is fully compliant with the Gramm-Leach-Bliley Act and has successfully undergone numerous client-required or client-performed GLBA audits with full compliance confirmed.

Data Security

Harris & Harris secures and manages its data through our secure Cisco Networking environment. At the core of this infrastructure is the Cisco Adaptive Security Appliance. This mission critical system includes:

- World Class Firewall
- Hardened Network Structure
- VPN Remote Security
- SSL – Encryption
- Intrusion Prevention Integration
- Anti-virus
- Anti-spam
- Anti-phishing
- Web Filtering Services

To complement our core infrastructure, we use the leading intrusion and prevention system available, the Cisco Monitoring Analysis and Reporting System (MARS). Cisco MARS provides security monitoring for network devices and host applications supporting both Cisco and other vendors. Security monitoring with MARS greatly reduces false positives by providing an end-to-end topological view of the network, which helps improve threat identification, mitigation responses, and compliance.

Key features of this powerful security appliance include:

- Captures and gains Network Intelligence
- Analyzes both external and internal activity
- Intelligence used to identify threats
- Intelligence used to protect and be proactive
- Automatically lock ports in event of a threat
- Aggregates logs and events
- Produces over 150 reports and triggers
- Topological graphs that simplify security response at Layer 2 and Layer 3
- Emails IT contacts of problems or possible attacks
- Integrates with Web Filtering Services

Both key appliances, the Cisco ASA and the Cisco MARS, have been integrated with Websense for full Web Filtering Services. Websense is based on technologies and hosted solutions that provide integrated network security threat defense and policy-based control over our Web-sensitive data. Websense is unique in the industry in allowing control of all the critical elements of Web, data, and messaging security, including:

- Who is authorized to access specific Web sites, sensitive content, or applications

- What data is critically important to your organization and must be protected from accidental or intentional leaks
- How sensitive data is to be communicated, and how online resources can be used safely and productively by your business
- Where users are allowed to go online, and where sensitive data can be sent safely

Be assured that all data elements received and collected by Harris & Harris are maintained in a secure environment. In addition, due to extensive pre-employment checks, Harris & Harris can rely on our employees to ensure data security by carrying out our policies regarding:

- Data Storage, Retention and Disposal
- Firewall and Router Policy and Configuration Standard
- Building Security
- Credit Bureau Viewing
- Data Encryption
- Key Storage and Management
- Use of Personal Cell Phones
- Use and Access to Printers
- Use and Access of Data Storage Devices

Removable Media Policy

Harris & Harris takes great measures to ensure the safety and security of all client data. Employees are not allowed to bring personal computers or other personal electronic devices to the workplace or connect them to electronic systems unless expressly permitted to do so by the Director of IT. Those devices include but are not limited to desktop or laptop computers, USB memory sticks, iPods™ or other MP3 devices, external disk drives, CD/DVD burners, or other portable data storage devices.

Personnel are equipped with computers that prevent the hookup of storage devices, USB, serial or parallel ports to prevent unauthorized duplication of information. Only authorized and necessary personnel are equipped with computers that have peripheral connectivity. Our operating system truncates drivers' license numbers, Social Security numbers, and credit card and bank accounts to the last four digits, thus preventing unauthorized access to private financial and identifying information.

Laptop and Mobile Phone Security

SafeStor EndPoint Protection will protect our laptops in the event they are lost or stolen. Key features include:

- Provides cloud-connected data protection and security for endpoint computing environment, extending server-level coverage to incorporate laptop/desktop-level.
- Policy-based administration of endpoint environment enabled through intuitive graphical interface.
- Dashboard facilitates monitoring/reporting activities of all data-management operations.
- Enterprise data-backup/recovery solutions.

- Backup activity is automatic and continuous in the background, without degrading machine performance.
- Source-side de-duplication, block-level technology and compression reduce transmission volume, minimize bandwidth, and accelerate the backup process while cost-effectively reducing storage load.
- Online reconnection activates automatic backup from local machine's cache to off-site storage.
- Fast data- recovery/restore process following downtime event or if machine has been compromised, destroyed, stolen or is just being replaced.
- Advanced encryption technology protects all files at rest on the hard drive, during the backup process and during file recovery.
- Port-access control prevents data leakage to a variety of external devices.
- Remote data deletion facilitates information shredding on-demand or via time trigger.
- Device tracing discourages employee thievery and develops routing information for law enforcement.
- Compliance conformity enhanced by off-site, professionally staffed, Tier IV data center having SSAE 16 (SOC 2) certification.

MaaS360 by Fiberlink will protect our mobile devices (mobile phones & Ipads) in the event they are lost or stolen. Key features include:

- Dynamic security and compliance features continuously monitor devices and take action
- Specify passcode policies
- Enforce encryption settings
- Detect and restrict jailbroken and rooted devices
- Remotely locate, lock and wipe lost or stolen devices
- Selectively wipe corporate data leaving personal data intact
- Create real-time compliance rules with automated actions
- Use geo-fencing rules to enforce location-related compliance

Physical Security

We have implemented advanced physical security enhancements to protect client data and ensure the safety of our staff. During normal business hours, every employee is required to wear and display their employee photo key card. The keycard is used to identify current employees, to allow access to designated areas, and to prevent access to non-designated areas. These keycards are distributed at the time of hire and are deactivated at the time of the employee's separation from Harris & Harris.

All access to all our facilities is controlled by our badge access systems, and badges must be worn and always displayed. Access to data centers or other secured areas, such as payment processing, wire/data closets, etc. is controlled via a combination of badge and biometric access. Our security training enforces that no badge sharing or badge accommodation (e.g., holding a secured door open for someone) is permitted. All sites also have CCTV cameras with footage maintained for at least 90 days. All data rooms that contain network equipment and cabling and all data centers meet the two barrier requirements.

In our office locations you must go through badge doors to get to a data room or data center area with processing or networking equipment. Once you get through the first badge access point you will get to a room with a badge and biometric reader to get into the data center or wiring closet in our physical office spaces. In our co-location facility, to get to the data center floor, you need to go through an outside door to the building that has badge access only, then there is a lobby/public area. The front entrance in the public area is manned by a security guard. From there you start your journey to the data center floor. The first set of doors is badge access. Once inside the first door and it closes there is a second door that you must badge through (man trap). Then you walk down a hallway and get to the door of the data center room where our equipment is. To get into that door you need to use your badge as well as a biometric fingerprint. Once inside the data center you will make your way to our cage where only our equipment is located. To get inside our cage you need to use badge access. Once inside our cage you get to the racks with a key that Harris & Harris maintains. The cages always remain locked.

The office doors in each suite are locked, and each employee must scan their key card to gain access. Each access is monitored and logged to identify any unusual trends. Specific reports are generated using the computer system at the request of management only. These reports can be requested for specific days, by employee information, and for specific suites as needed. Our call center is also equipped with state-of-the art video surveillance and motion detection.

Access to the server room is controlled by biometrics (fingerprint reader) and key card entry. The access control unit will not unlock the door unless the fingerprint matches the authorized key card presented. Access to our payment processing suite is similarly secured by a biometric and key card reader, as well as additional video and motion detecting devices. No employee is permitted to be alone or unsupervised in this section of our workspace at any time.

During non-operation hours, all suites have an ADT alarm system set and locked dead bolt. When the night cleaning crew, maintenance crew, or an authorized Harris & Harris IT staff member is present in the suite, the door always remains deadbolted. All exterior doors remain closed and are always locked. There are no exceptions for a door being propped open. Every door must remain shut with the alarm set or deadbolt locked. All interior offices are locked and remain locked unless the cleaning service is cleaning that suite.

11.5 CONTRACTOR shall develop and maintain a written Quality Control Plan to ensure compliance with all of the CONTRACTOR'S responsibilities as set forth in this SOW. The CONTRACTOR'S initial plan shall be submitted within five (5) business days after execution of the contract. Updates shall be submitted to the COUNTY PM for approval within ten (10) business days. The Plan shall include, but not be limited to, the following information:

11.5.1 The activities to be monitored on either a scheduled or unscheduled basis, how often monitoring will be accomplished and the title of the individual(s) who will perform the monitoring.

11.5.2 Methods for identifying deficiencies in the quality of service before the level of performance becomes unacceptable and not in compliance with the contract.

11.5.3 Methods for documenting the monitoring results and, if necessary, the corrective action taken.

11.5.4 CONTRACTOR shall provide COUNTY/COURT a quarterly audit showing the results of the Quality Control Plan (Attachment I).

11.5.5 CONTRACTOR shall have an independent audit performed over service organization controls and maintain a clean audit opinion in accordance with Service Organization Controls (SOC1) reports – formerly Statement on Auditing Standards (SAS) No. 70 Type 2 Report. This audit shall be performed annually, and the independent auditor's report submitted to the COUNTY PM.

11.5 Quality Control Plan

Agreed. Harris & Harris has read, understands, and agrees to comply with the entirety of the 11.5 requirement. Upon executiion of the contract, we will prepare and subsequently submit to the County Project Manager within five (5) business days a written ***Quality Control Plan*** in full accordance with Attachment I that includes but is not limited to all above stated requirements including monitoring of activities, identifying deficiencies, and documenting monitoring results (and as necessary, documenting any necessary corrective action taken). Moreover, we agree to provide quarterly audit reports that demonstrate the results of the Quality Control Plan as well as the required annual Service Organization Controls (SOC) reports.

For reference, we have provided beginning below a description of our standard Quality Control and Assurance program, to include a preliminary statement and discussion of any anticipated major difficulties and problem areas for this specific contract, together with potential or recommended approaches for their solution.

Anticipated Difficulties and Potential Solutions

Harris & Harris offers the Court the differentiating advantage of incumbency for the revenue enhancement services. With **established relationships**, existing **interface with the case management and collection management systems**, and extensive experience with the Court, we do not anticipate any significant difficulties with implementing and performing the services required under the new contract. Still, with our decades of experience in implementing projects of this size and scope, we know the biggest potential for difficulties is the potential lack of resources the client has available for the implementation while still managing the existing contract. Be assured that Harris & Harris mitigates the need for those resources as much as possible through a structured implementation process that maintains continual contact with each client's key representatives (for this contract, the Project Director and the Project Manager). We will be in contact with these and other designated Court and County contacts on a regular basis to understand other pressures and tailor our process for our mutual benefit.

Quality Assurance and Control

Maintaining quality standards is a top priority at Harris & Harris. We have developed a sophisticated suite of metrics, processes, and reports that enable us to effectively monitor the debt collection process and continually exceed client and customer expectations. Our significant investment in the latest physical and data security measures and an unwavering adherence to the laws and regulations that govern our industry ensure that collections made on our clients' behalf strictly adhere to all compliance standards. We constantly monitor each agent's work queue and assignment of accounts, ensuring our staff's ability to stay current, maintain expected goals and recoveries, and adhere to company guidelines.

Harris & Harris ensures comprehensive quality monitoring by using a combination of software and daily real-time call monitoring by supervisors and quality assurance staff. The valuable insights we collect enable us to continually analyze productivity, improve systems, and strengthen performance.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Monitoring Software

Prodigal

One facet of Harris and Harris' quality monitoring strategy is **Prodigal ProInsight**, which reviews and audits agents' conversations with debtors for insights into collector performance. ProInsight interacts with Genesys to further improve our collection efficiency and minimizes risks while transforming our call center operations for collections. ProInsight analyzes calls on 34 parameters to efficiently monitor, evaluate, and coach our collectors. It rates performance on each call, identifies redundant behavior, examines statistics to align rewards with performance, and reviews trends via AI-assisted scorecard automation, all with the end goal of increasing collectors' productivity and performance. The program also analyzes every interaction for FDCPA compliance adherence, automates call scoring, and offers opportunities for coaching insights. This will provide the Court with the most up-to-date information about our call analytics process as it performs:

- Analysis for 34 standard evaluation parameters, including:
  - FDCPA compliance
    - ✓ Help Eliminating Reg F Risks
    - ✓ Right Party Contact
    - ✓ Mini Miranda
    - ✓ Harassment
  - Right or Wrong Disposition
- 100% call monitoring and recording of every debtor–agent interaction
- AI-assisted scorecards, which:
  - Evaluate Calls
  - Review Performance
  - Analyze Trends
- Coaching Insights
- Customizable reporting with the touch of a button
- Improved call coverage and call efficiency

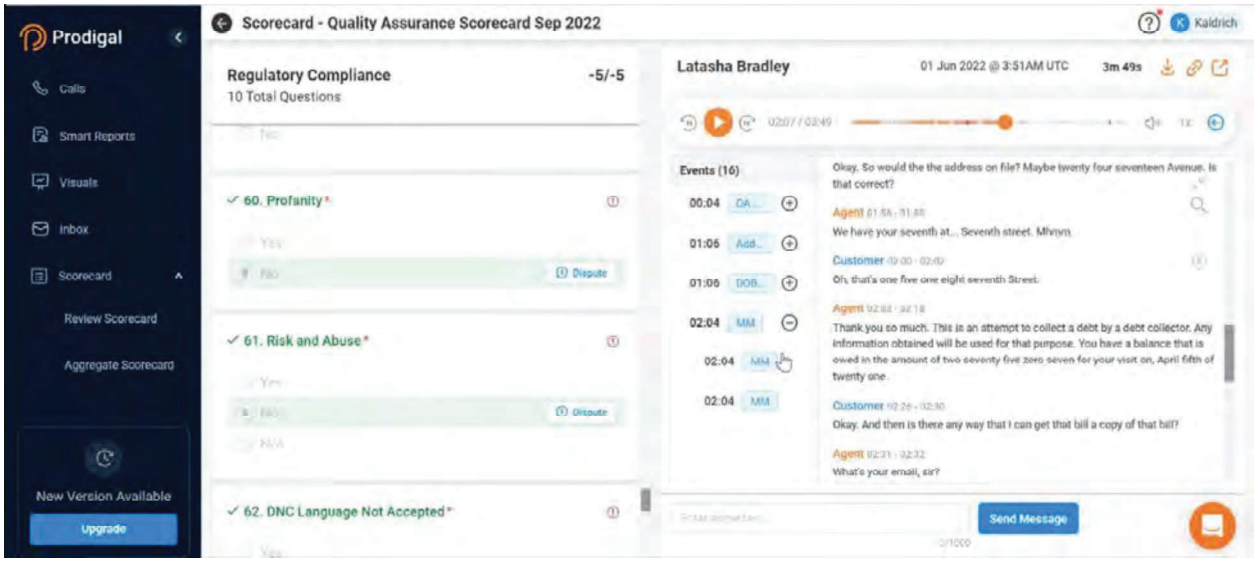
ProInsight provides a **scorecard** for each agent, which drills down on the collection agents' daily efforts, providing invaluable insight at a granular level of each agent's strengths and weaknesses. This system works in conjunction with our call recording system and evaluates the extent to which the agent provided appropriate information, updated the account for proper follow-up, suggested reasonable solutions, spent an appropriate amount of time on the telephone, and so forth. This electronic

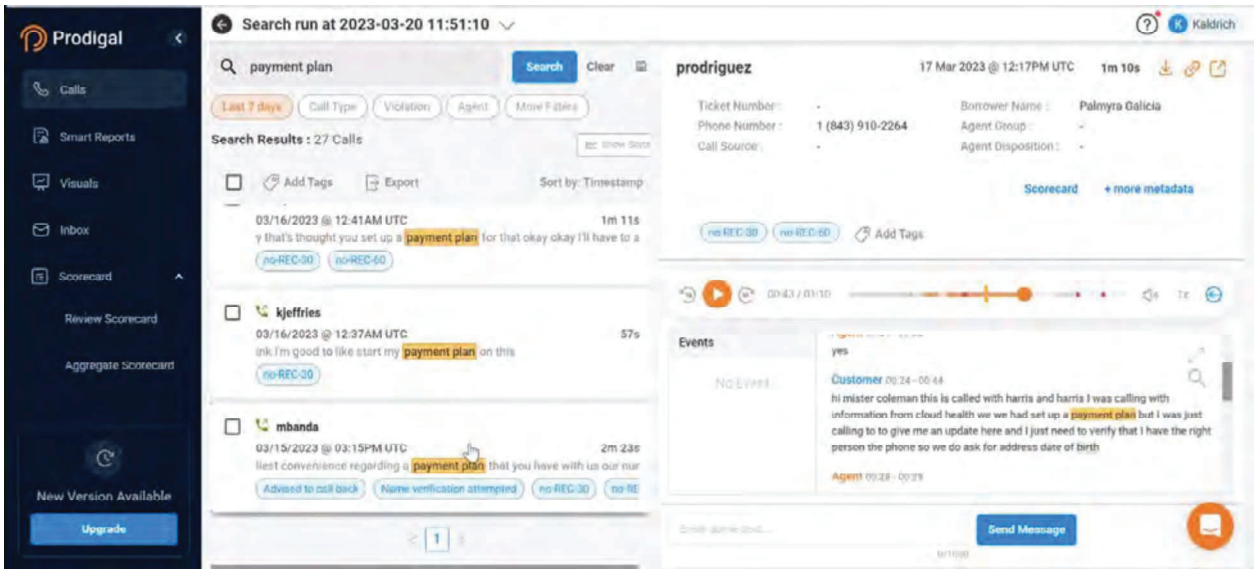


Name	Score	Max Score
Opening	15	15
Avoiding Early Termination	6	6
Bridging	12	12
Get the Facts	19	19
Negotiation Flow	15	15
Customer Service	9	9
Call Closing	21	21
Documentation	6	6
Total	103	103

scorecard rates the agent's overall performance and enables the management team to focus on trouble spots or to celebrate successes.

We have provided beginning below some sample scorecards for ProInsight.





ProInsight delivers the audit scores to the agent immediately to ensure the implementation of any necessary behavior change(s). Supervisors receive email confirmation of new audits and review the calls and areas of opportunity with the agent through ProInsight.

In addition to providing scorecards and audit documentation, ProInsight enables us to incorporate specific client requirements to which our agents must adhere. Management staff can even establish tags to help identify good and bad behaviors. For example, we can query

every call where a debtor is referred to as a debtor and ProInsight will identify every instance that the word debtor is utilized in conversation. This enables our managers to quickly provide targeted coaching and ultimately improve the debtor experience with Harris & Harris.

ProInsight features a robust reporting system that allows for intense collection agent evaluation. This reporting includes, but is not limited to, a listing of all incoming and outgoing telephone calls, duration of calls, number of calls, time of calls and collection agent IDs.

Teramind

Harris & Harris also uses **Teramind** comprehensive employee monitoring software. **Teramind** provides employee screen video recording and a live view of all our agents' activities on their computers, including screenshots every ten minutes, mouse movements, and keystroke logs. It also provides dashboard reporting to all leadership.

We use the data provided through Teramind to develop our employees through coaching and mentoring. The collected data can be used for process optimization, insider threat detection, and data loss prevention. We can detect whether employees are compliant with company and client requirements, their level of productivity, and if they are showing any risky behavior.

This powerful QA program enables:

- Identification of top- and low-performing employees and analysis of their work habits
- Labeling of apps and websites employees use as productive or unproductive
- Identifies workflow bottlenecks and redundancies to streamline processes and increase productivity
- Receipt of alerts and sending messages to employees when they're being unproductive for too long



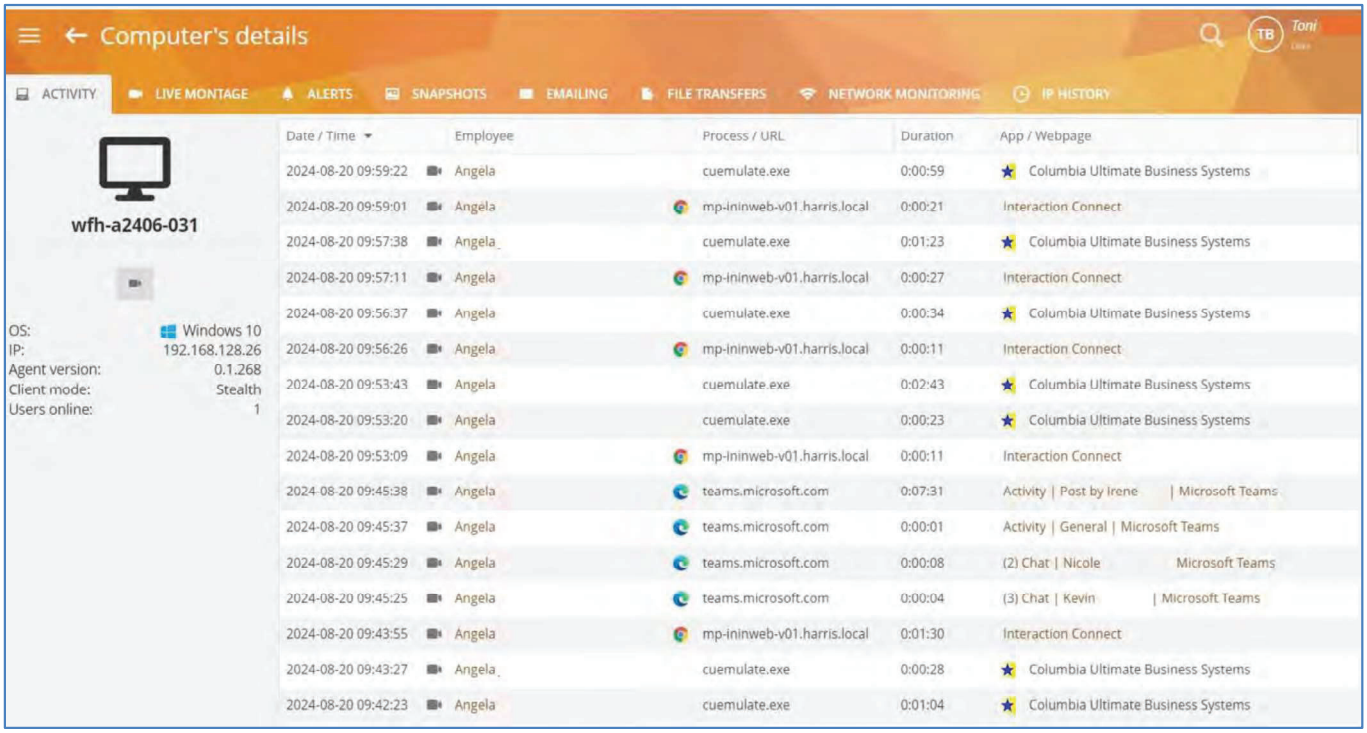
We have provided beginning below sample screenshots of the Teramind platform that provides real-time visibility into each agent's desktop activity.

This first screen below shows a gallery of snapshots of an agent's screen every ten minutes.

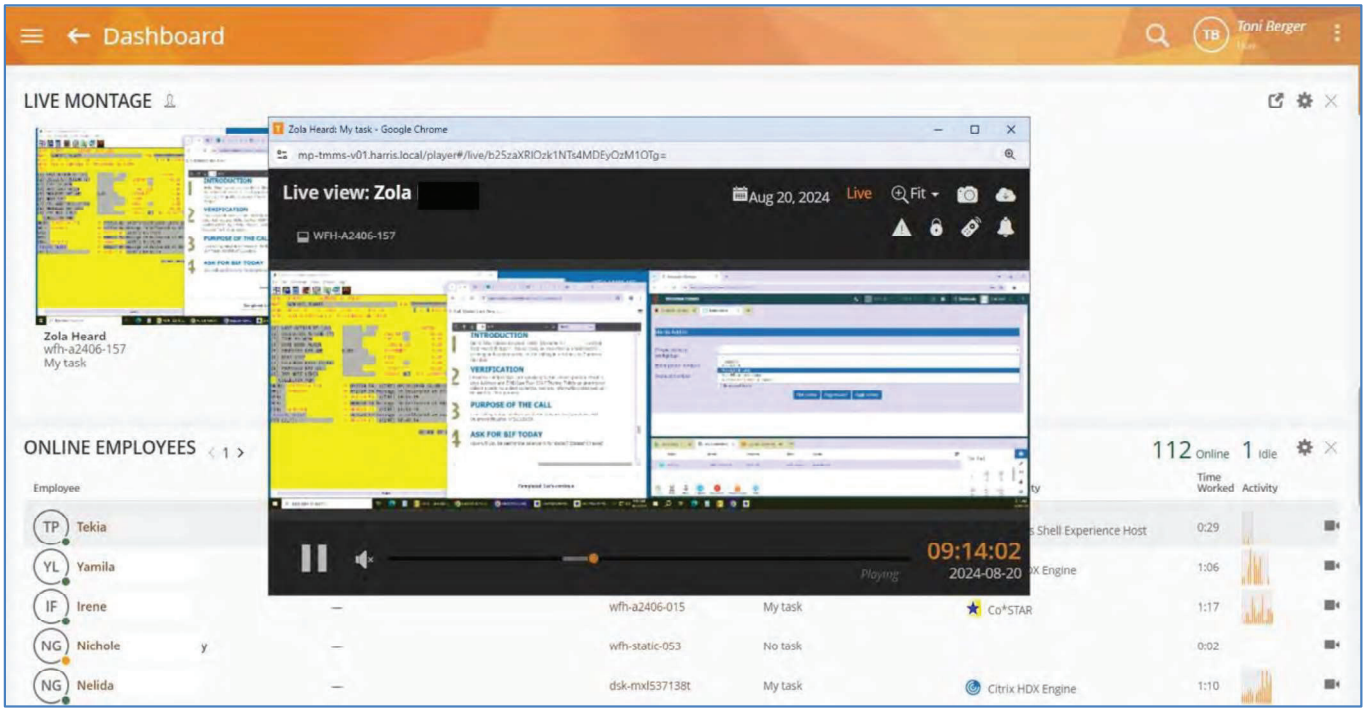
Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885



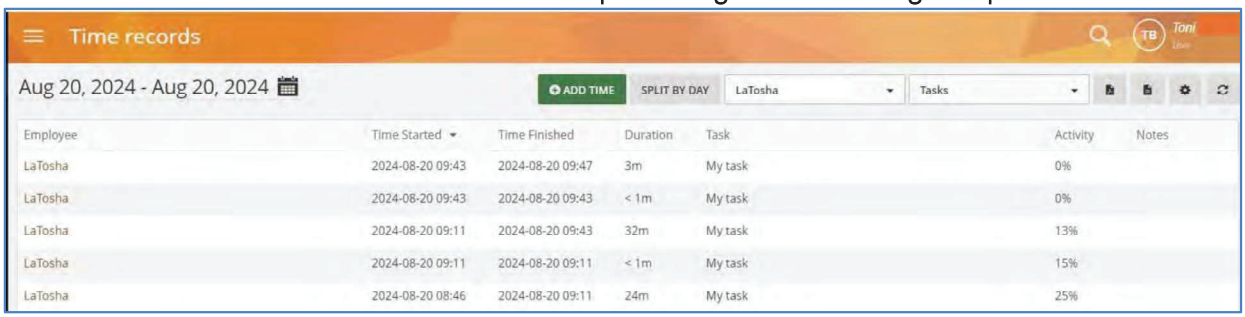
The next screen shows the activity taken by an agent and the amount of time they spent on each Web page or process.



Next is the dashboard displaying all of the agents online and a live view of one agent's computer screen.



The last screen below shows the amount and percentage of time an agent spent on tasks.



Teramind is also very useful in the case of a debtor complaint. The supervisor can look at the screen capture, transcript, and the keystrokes and determine what happened during the call. This functionality, in addition to access to **call recording**, helps supervisors see what actually happened.

Real-Time Call Monitoring

Harris & Harris records 100 percent of all inbound and outbound calls and can readily make these recordings available to the Court.

Our dedicated quality assurance team listens to and evaluates two calls per collection representative per month using 34-point audit criteria based on our call model. Our real-time software platform delivers the audit scores to the representative immediately upon completion of the audit to ensure the implementation of any necessary behavior change(s).

Supervisors receive email confirmation of new audits and review the calls and areas of opportunity with the collection representative. Collection representatives must maintain an audit score of 80 percent to avoid being put on a Performance Management Plan of progressive disciplinary action. Our quality assurance program:

- Ensures that we stay in compliance with company policies and federal, state, and local laws
- Prevents legal ramifications
- Ensures that we are optimizing every opportunity to generate revenue
- Develops and cultivates proper communication skills

Each vertical has an audit form that is custom to its department. The form is to be scored with a view utilizing guidelines created by department specifics and call model. Each call is to have a simplified summary with an overview of what was done on the call as it pertains to the audit form.

In-House Random Monitoring

In random monitoring, the session is scored using a quality scoring form developed to address the specific criteria of each client. When a random monitoring session is completed, the supervisors will review the results with the representative, highlighting both positive and negative aspects, identifying areas for improvement, and discussing any training needs. To complete the session, both the agent and the supervisor sign off on the monitoring form, and it is added to the employee's permanent file. Scores are recorded and can be compiled by agent, team, or client for reporting purposes.

Side-by-Side Monitoring

Each agent receives five distinct side-by-side sessions comprised of multiple phone calls with their supervisor. The supervisor evaluates each session for accuracy, effort, and quality using criteria based on the quality standards dictated by the client in combination with Harris & Harris' internal performance standards. Ater scoring, the supervisor discusses the results with the agent. If the score falls below minimum standards, the agent undergoes additional training, mentoring, and coaching.

Floor Coaching

Floor Coaches, who are half-time collection agents and half-time floor coaches, represent our most experienced agents. They hover the call center floor physically and virtually to assist agents with questions, to take over calls to resolve a conflict, or to collect monies when the agent is unable to close the call.

Peer Review

Harris & Harris uses call recordings to train in the group setting as well. Our collection team joins supervisors in a group peer setting monthly. Collection staff serve as judges in a panel and score calls. We use this fun and engaging activity to share collection call strategies between our collectors and to identify areas for corrective action or improvement

Interdependence of Quality and Training

Monitoring for quality requires not only that we identify and address individual representative quality and performance issues, but that we also accurately analyze the source of quality issues

and address them effectively through modification of our training program and curriculum. This strengthens our training program, because trainers can anticipate common problems and address them early in the training process. The result is that each successive new employee is a more effective part of the team from Day One.

Collection managers and their units meet daily to discuss issues and allow for any questions and feedback. Similarly, management teams meet regularly to discuss strategy and ways to improve performance. We approach the quality assurance process in a structured manner, enabling us to provide impeccable debtor interactions and best-in-class quality to our clients and their respective customers.

11.6 CONTRACTOR'S internal account processing shall also include a History of Activity for each account, which lists the type and date of all activities, such as letters, telephone calls, involuntary actions, etc., employed by CONTRACTOR.

11.6 Internal Account Processing

Agreed. As described in greater detail in our response to the Scope of Work, our collection platform provides the County/Court with exceptional reporting capabilities for our collection activities and account processing. **Every event associated with an account** – whether a letter sent, telephone contact (both successful and unsuccessful), payment arrangements, payment received, etc. – **is recorded in granular detail and is available for immediate review** via the online client portals of Curator and Client Access Web®, interim review as afforded through scheduled reporting, and during the normal quality-control checks performed by management or in the course of a client or internal audit. Be assured the County/Court will have guaranteed access including 24/7/365 access online to a **History of Activity** for every account placed with Harris & Harris.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

EXHIBIT B1
PAYMENT PROVISIONS AND INVOICING PROCEDURES

1. Compensation.

A. Contract Sum

(1) In accordance with the terms of this Agreement, Court and County will refer various accounts for **Primary Collection Services**, as defined in Exhibit A1 (Statement of Work), to Contractor for which Contractor shall receive the negotiated commission on gross collections for general accounts referred. The commission rate shall remain firm and fixed for the term of the Agreement and shall be paid as set forth in this Exhibit B1 and Exhibit B2.

(2) Fees. Contractor shall provide all goods and services at the rates set forth in Subsection B (Pricing and Billing Schedule) of this Exhibit. The Court shall have no obligation for payment of fees for any goods or services provided by Contractor except for those which are satisfactorily completed and expressly authorized pursuant to this Agreement.

B. Pricing and Billing Schedule

Contractor shall provide the required goods or services for the Court at the rate(s) set forth in Exhibit B2.

2. Miscellaneous Provisions

A. Business-Related Travel Expenses

Contractor travel expenses are reimbursable only if this Agreement specifically provides for the reimbursement of travel-related expenses and prior written approval of such expenses by the Court's Project Manager is obtained. The Court's policies and limits on reimbursable expenses, set forth in the Judicial Branch Travel Guidelines, shall apply. Contractor shall be reimbursed only for actual expenses not to exceed the limits set forth in the Judicial Branch Travel Guidelines that are in effect at the time the Agreement is signed.

B. The Court shall not reimburse any Contractor expenses for staff time or overtime spent performing services or for any time spent to provide information for Court audits or billing inquiries.

3. Invoices and Payments

A. Submitting Invoices

(1) Contractor shall invoice the Court at the rates set forth in this Exhibit B. The amount of Contractor's invoices shall be calculated in accordance with the following formula: Commission Rate (%) x Gross Collections deposited into County Bank Account during the period of the invoice. Contractor shall be compensated only for services that result in the collection of

revenue. Court/County will not compensate Contractor for expended services in the event debtor payment is not obtained.

(2) Contractor shall bill the Court within the first twenty-five (25) calendar days of the month for the prior month's deposits to the County Bank Account.

(3) All invoices shall be subject to the Court's written approval. Contractor shall prepare invoices, in the detail specified in Section 3.13.1 of Exhibit A (Statement of Work) for commissions owed to Contractor by the Court as provided in this Exhibit B. Invoices without the required information will not be approved for payment.

(4) **Contractor shall submit all invoices for approval to the Court's Project Director.**

(5) Immediately upon approving Contractor's invoice(s), the Court's Project Director shall forward all such invoice(s) for review and processing for payment to:

Financial Services Administration – Accounts Payable
Superior Court of California
County of Los Angeles
111 North Hill Street, Room 105B
Los Angeles, California 90012

B. Payment Conditions

(1) The Court shall pay Contractor as per this Exhibit B within thirty (30) days of receiving a correct and proper invoice from Contractor, provided that Contractor is not in violation of or default under any provision of the Agreement and has submitted a complete, accurate, and approved invoice.

(2) Payment for services rendered shall be made upon the Court's approval of invoices submitted and may be reduced at the Court's sole discretion for Contractor's failure to provide services as specified in the Agreement. The Court may deduct up to ten percent (10%) from invoice amount for each month a failure incurs and until such errors are satisfactorily corrected.

The aggregate of all amounts withheld pursuant to Subsection 3.B.(2) shall be paid to Contractor by the Court in one lump sum payment the earlier of 1) the parties' agreed upon resolution of the matter(s) for which withholding was prompted or 2) within sixty (60) days from the termination date of this Agreement, upon completion of all corrective measures required.

(3) The cumulative total of such invoices shall not exceed the Contract Sum stated in Section 1 (Compensation) of this Exhibit.

END OF EXHIBIT B1

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

EXHIBIT B2

CONTRACTOR'S COST PROPOSAL

--- Begins on Following Page ---

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Cost Proposal Form
RFP #2024-156 Revenue Enhancement and Collections Services

Contractor will accept all Accounts referred by Superior Court of California, County of Los Angeles (Court) on a contingency fee basis. Contractor's sole payment for all services set out in the Statement of Work, including any required equipment, staff or work necessary to perform the services, will be paid only from those monies collected by Contractor and will be the percentage commissions set forth below:

Commission Fees: Fees, fines, forfeitures, penalties, and assessments arising from infractions, misdemeanor, felony, and traffic proceedings or actions

Commission Fee for Primary Collections
7.45%

Commission Fees: Criminal justice related fees, reimbursements, and other legally enforceable debts

Commission Fee for Primary Collections
7.45%

Commission Fees: Civil, family law, and juvenile law fees, including filing fees

Commission Fee for Primary Collections
7.45%

Commission Fees: Probation, guardianship, conservatorships, and public defender fees

Commission Fee for Primary Collections
7.45%

Commission Fees: Sanctions imposed by the Court

Commission Fee for Primary Collections
7.45%

Commission Fees: Direct restitution to victim ordered pursuant to California Penal Code section 1202.4(a) 1

Commission Fee for Primary Collections
7.45%

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Commission Fees: Victim restitution fines ordered pursuant to California Penal Code section 1202.4 (b) 1

Commission Fee for Primary Collections
7.45%

Commission Fees: Reimbursements owed or as ordered by a court pursuant to California Family Code section 3150 et seq.

Commission Fee for Primary Collections
7.45%

Commission Fees: Any other legally enforceable debt owed to the Court or that the Court has a right to collect

Commission Fee for Primary Collections
7.45%

Victim Restitution Fine – Commission Fee set at 10%

Direct Restitution to Victim – Commission Fee set at 15%

Note: Collection of this debt is not at the option of the Contractor.

Fee for FTB Transfer Services

3.5 % of Commission Fee of net collected by FTB or flat fee of **$ N/A**

END OF CONTRACTOR'S COST PROPOSAL

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

EXHIBIT C1

STANDARD BUSINESS TERMS AND CONDITIONS 3.0

--- Begins on Following Page ---

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STANDARD BUSINESS TERMS AND CONDITIONS 3.0

1. Accounting.
2. Amendment.
3. Assignment; Subcontracting; Successors.
4. Audits; Retention of Records; Ownership of Results.
5. Background Checks; Court Approval of Contractor's Staff.
6. Changes in Work.
7. Choice of Law; Jurisdiction and Venue.
8. Confidential Information; Publicity.
9. Compensation.
10. Contract and Project Administration.
11. Contractor Certification Clauses.
12. Contractor Status.
13. Default and Remedies.
14. Dispute Resolution.
15. Entire Agreement.
16. Fair Labor Standards Act.
17. Force Majeure.
18. Indemnification.
19. Insurance Requirements.
    - 19.1 General Coverages; or
    - 19.2 Specific Coverages
20. Limitation of Liability.
21. Loss Leader.
22. Minimum Age, Language Skills, and Legal Status of Contractor Personnel at Facility.
23. Modification.
24. Non-Exclusivity.
25. Notices.
26. Prevailing Wages / Public Works.
27. Prior Work.
28. Prohibited Bids for End Product of the Agreement ("Follow-On Contracts").
29. Public Access to Records and Information.
30. Public Contract Code.
31. Recovery of Court Costs Incurred Due to Poor Performance or Non-Performance.
32. Scope of Work; Acceptance; Rejection.
33. Shipping and Packing Slips.
34. Signatures; Counterparts.
35. Standard of Performance; Warranties.
36. Stop Work.
37. Survival.
38. Termination.
39. Time is of the Essence.
40. Waiver; Severability.
41. Work Site.
42. Miscellaneous Provisions Applicable to Specific Contracting Situations.

1. Accounting.

Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

2. Amendment.

No modifications, alterations, changes, or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment, signed by both parties, that specifically references and incorporates the terms of the Agreement into the written amendment.

3. Assignment; Subcontracting; Successors.

A. Assignment.

(1) The Court may assign its rights and duties (or subcontract portions of the Agreement) to any other public entity. The Court shall notify Contractor in writing within 30 days following the assignment.

(2) In addition, either party may assign its rights and duties or subcontract portions of the Agreement to a third party, but only if the non-assigning party gives prior written consent to the assigning party. Consent may be withheld for any reason or no reason. If a non-assigning party does consent, the consent will take effect only if there is a written agreement between the assigning/subcontracting party and all assignees/subcontractors, stating that the assignees/subcontractors:

(a) are jointly and severally liable to the non-assigning party for performing the duties in the Agreement of the assigning/subcontracting party;

(b) affirm the rights granted in the Agreement to the non-assigning party;

(c) make the representations and warranties made by the assigning/subcontracting party in the Agreement; and

(d) appoint the non-assigning party an intended third party beneficiary under the written agreement with the assigning/subcontracting party.

(3) No assignment or subcontract will release either party of its duties under the Agreement.

B. Subcontracting. Contractor may engage a subcontractor to perform any portion of the work, but only with the prior written consent of the Court. Any subcontracting without the Court's written consent is a material breach of the Agreement. Subcontractors will be subject to the same terms and conditions applicable to Contractor under the Agreement and shall incorporate the Agreement into any subcontracting relationship. Contractor shall be liable for all subcontractor acts or omissions, including indemnity obligations.

C. Successors. The Agreement binds the parties as well as their heirs, successors, executors, administrators, and assignees.

4. Audits; Retention of Records; Ownership of Results.

A. General Audit and Records Provisions. Contractor must allow the Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit.

B. State Audit. This Agreement is subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

C. Ownership. Unless otherwise provided in the Agreement, the Court is the exclusive owner of all materials collected and produced in connection with the work. Upon the Termination Date (subject to any mutually agreed period of continuation of work), or upon the Court's notice at any time, and subject only to the duty of confidentiality owed to a represented party, Contractor shall give original materials to the Court or to another party at the Court's direction.

D. Copies. Contractor may retain copies of any original documents Contractor provides to the Court.

E. Retention of Records. Contractor will maintain all financial data, supporting documents, and all other records relating to performance and billing under the Agreement for a period in accordance with state and federal law. The minimum retention period will be four (4) years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

5. Background Checks; Court Approval of Contractor's Staff.

A. Background Checks.

(1) Each of Contractor's staff performing services on or at court locations or have access to sensitive, confidential court information under this contract shall undergo and pass a background investigation to the satisfaction of the Court as a condition of beginning and continuing to perform services under this contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation of up to forty (40) dollars per person shall be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

(2) Contractor shall notify the Court within 72 hours of any known arrests or other changes to the criminal record of any staff performing services under this Agreement. The Court may, in its sole discretion, require that any staff reported to have an arrest or other change in his or her criminal record subsequent to passing an initial background investigation be replaced by Contractor at no additional cost to the Court.

B. Court Approval of Contractor's Staff.

(1) Contractor's Staff.

(a) The Court has the reasonable right to approve, which approval shall not be unreasonably withheld, members of Contractor's Representatives during the performance of the work hereunder and prior to any proposed changes in Contractor's Representatives. Contractor shall provide the Court's Project Director with résumés of all proposed changes to Contractor's Representatives and shall make such staff available for interview by the Court upon request of the Court's Project Director. By execution hereof, the Court has approved the current Contractor's Project Director and Project Manager.

(b) Contractor shall cooperate with the Court if the Court reasonably requests the removal of a member of Contractor's staff from performing work hereunder, where such individual's performance is deemed unsatisfactory by the Court or such individual fails to comply with any provision set forth in this Agreement or any established rule or regulation.

6. Changes in Work.

A. The Court reserves the right to require Contractor to make changes in the work, which may include additions, deletions, or modifications to the work, or changes in the timing or level of effort for the work.

(1) For any change proposed by the Court or Contractor, Contractor will submit in writing:

(a) A description of the proposed change and the reasons for the change;

(b) A summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and

(c) A statement of the expected impact on schedule.

B. If the Court and Contractor agree on a change, the Court will issue an Amendment documenting the change, for the parties' execution.

(1) If the parties cannot agree to the terms of a change, Contractor will proceed diligently with work unless otherwise directed by the Court, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute Resolution." Contractor should not proceed with any change prior to receiving an executed Amendment from the Court. All costs for changes performed by Contractor without the Court's prior written approval will be at Contractor's sole risk and expense.

7. Choice of Law; Jurisdiction and Venue.

California law governs the Agreement. Jurisdiction and venue for any legal action arising from, or connected with the Agreement shall exclusively reside in Los Angeles, California, and the parties hereby consent to the jurisdiction and venue of such courts.

8. Confidential Information; Publicity.

A. Confidential Information.

(1) During the term of this Agreement and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all rights, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations.

(2) "Confidential Information" means: (i) any information related to the business or operations of the Court, including information relating to the Court's personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the Court (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the Court's satisfaction that: (a) Contractor lawfully knew prior to the Court's first

disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

(3) Permissible Disclosures. Contractor may disclose the Court's Confidential Information only on a "need to know" basis to Contractor's employees and subcontractors and any representatives of the Court who are working on the project and who have also executed confidentiality agreements that protect the Court's confidential information. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to comply with any applicable law, rule, regulation, or ruling, provided Contractor gives advance notice to the Court.

B. Publicity.

Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the Court or any images of the Court, the Court's seal, or the Court's logo without the prior written consent of the Court, which may be denied for any or no reason.

9. Compensation.

A. The Contract Sum shall be the maximum total monetary amount payable by the Court to Contractor for supplying all the tasks, deliverables, services, and other work specified under this Agreement. All work completed by Contractor must be deemed acceptable to, and approved in writing by, the Court's Project Manager which approval shall not be unreasonably withheld.

B. Any additional work requested by the Court that exceeds the scope of Exhibit A (Statement of Work), must be approved in advance, and in writing, by the Executive Officer/Clerk of Court, in the form of an Amendment. Any change in the Contract Sum must be approved in advance, and in writing, by the Executive Officer/Clerk of Court, in the form of an Amendment.

C. If Contractor provides any task, deliverable, good, service, and/or other consideration to the Court other than those specified in this Agreement, or if Contractor provides such items requiring the Court's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against the Court therefor.

D. The Court's payment will not relieve Contractor from its obligation to replace unsatisfactory work, even if the unsatisfactory character of such work may have been apparent or detected at the time such payment was made. Work, data, or components that do not conform to the requirements of the Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to the Court.

E. If Contractor receives payment from the Court for a service or reimbursement that is later disallowed or rejected by the Court, Contractor will promptly refund the disallowed amount to the Court upon the Court's request. At its option, the Court may offset the amount disallowed from any payment due to Contractor, under the Agreement or any other agreement.

F. Taxes. Contractor shall collect and remit any sales and use taxes as and to the extent required under the Revenue and Taxation Code.

G. Salaries and Employee Benefits. Contractor will be solely responsible for providing to its employees all legally required employee benefits, and the Court shall not be held liable for the direct payment of any salaries, wages, or other compensation to any personnel provided by Contractor.

10. Contract and Project Administration.

A. Key Personnel.

The Court and Contractor shall each designate a Project Director (in the Agreement document) who shall have full authority to act on all daily operational matters concerning Contractor's performance under this Agreement. Parties shall be notified in writing of any change to the name or address of Key Personnel.

B. Contractor's Representatives.

(1) Contractor's Project Director.

(a) Contractor's Project Director shall be responsible for confirming that the objectives of this Agreement are met by Contractor.

(b) Contractor's Project Director shall provide direction to the Court in the areas relating to Contractor's policies, information requirements, and procedural requirements.

(c) Contractor's Project Director shall be responsible for determining whether the technical standards and requirements of this Agreement are met by Contractor and for evaluating Contractor's performance under this Agreement.

(d) Contractor's Project Director shall plan and coordinate Contractor's efforts with the Court.

(e) Contractor's Project Director shall be available by telephone during regular business hours.

(2) Contractor's Project Manager.

(a) Contractor shall provide a Project Manager to represent Contractor and to oversee day-to-day operation of each site.

(b) Contractor's Project Manager shall be responsible for reporting to the Court as specified in this Agreement and as may be required by the Court from time to time.

(c) Contractor's Project Manager shall communicate with the Court's Project Director on an on-going basis concerning any problems, modification, and contractual obligation, and shall be available during regular business hours for problem resolution.

(d) Contractor's Project Manager shall inform the Court's Project Director of any change in production or in Contractor's personnel assigned to provide goods and/or services to the Court.

(e) Contractor's Project Manager shall provide the Court with monthly accounting reports as required under this Agreement.

(f) Contractor's Project Manager shall provide the Court's Project Director with the names, position titles and telephone numbers of Contractor's local staff assigned to provide goods and/or services to the Court under this Agreement.

C. Court's Representatives.

(1) Court Personnel.

Unless stated otherwise in this Agreement, all Court personnel assigned to this Agreement shall be under the exclusive supervision of the Court. Contractor understands and agrees that all such Court personnel are assigned only for the convenience of the Court. Contractor hereby represents that its price, project schedule, and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

(2) Court's Project Director.

(a) The Court's Project Director shall be responsible for confirming that the objectives of this Agreement are met by Contractor.

(b) The Court's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate the Court.

(c) The Court's Project Director shall provide direction to Contractor in the areas relating to Court policy, information requirements, and procedural requirements.

(d) The Court's Project Director shall have the right at all times to inspect any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

(e) The Court's Project Director may request a change of Contractor's Project Director if the objectives of this Agreement are not being met as determined in the sole judgment of the Court's Project Director.

(f) The Court's Project Director shall be responsible for determining whether the technical standards and requirements of this Agreement are met by Contractor and for evaluating Contractor's performance under this Agreement.

(g) The Court's Project Director shall plan and coordinate Contractor's efforts with the Court.

(3) Court's Project Manager.

(a) The Court's Project Manager shall monitor and evaluate Contractor's performance.

(b) The Court's Project Manager is not authorized to make any changes in any terms and conditions of this Agreement, and is not authorized to further obligate the Court in any respect whatsoever.

(4) Court's Contract Analyst.

(a) Contract Analyst shall be responsible for resolving contractual issues relating to terms and conditions of this Agreement.

(b) Contract Analyst shall be responsible for preparing amendments, extensions and addendums to this Agreement.

11. Contractor Certification Clauses.

Contractor certifies that the representations below are true and will remain true throughout the term of the Agreement. Contractor shall have an affirmative duty to promptly notify the Court if any of these representations are not or are no longer true:

A. Authority. Contractor has authority to enter into and perform its obligations under the Agreement, and Contractor's signatory has authority to bind Contractor to the Agreement.

B. Binding. The Agreement constitutes a valid and binding obligation of Contractor, and its permitted successors and assigns, enforceable in accordance with its terms.

C. Child Support Compliance Act. If Contractor is a private entity, and the Agreement provides for Compensation of $100,000 or more:

(1) Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code § 5200 et seq.; and

(2) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D. Compliance with the Law. Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services. Contractor shall obtain and keep current throughout the term of this Agreement all necessary licenses, approvals, permits, registrations and authorizations required by applicable laws to provide the work. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.

E. Conflict Minerals. If the Agreement is for the purchase of goods or services related to or involving "conflict minerals" (columbite-tantalite, cassiterite, wolframite, or gold), Contractor further certifies, UNDER PENALTY OF PERJURY, that it is not a "scrutinized company," as defined by California Public Contract Code § 10490(b).

F. No Conflict of Interest. Contractor has no interest, and will not engage in any interest, that would constitute a conflict of interest under Public Contract Code § 10365.5, which, in general, limits entering into follow-on contracts with a consultant who would benefit thereby from the consultant's advice provided under the first contract, § 10410, which, in general, prohibits state officers and employees from receiving compensation from or having a financial interest in a state contract, or § 10411, which, in general, provides limits on former state officers and employees from entering into a contract in which he or she negotiated or participated in the decision-making relevant to the contract while employed by a state agency; Government Code §§ 1090 et seq. or §§ 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

G. Darfur Contracting Act Certification. If the Agreement is for non-IT goods or services and Contractor did not provide to Court a Darfur Contracting Act certification as part of the solicitation process, this section applies: Contractor further certifies that either (a) it does not currently, and it has not within the previous three years, business activities or other operations outside of the United States, or (2) it is a "scrutinized company" as defined in Public Contract Code § 10476, but it has received written permission for the Court to submit a bid or proposal pursuant to PCC 10477(b), or (3) it has, or it has had within the previous three years, business activities or other operations outside of the United States, but it is not a "scrutinized company" as defined in Public Contract Code § 10476.

H. Delinquent Taxpayers. Contractor further certifies, UNDER PENALTY OF PERJURY, that it is not a person or entity identified by the Franchise Tax Board or the Board of Equalization as one of the 500 largest tax delinquents, and there is no reason to believe Contractor will/may be placed on the Delinquent Taxpayer lists. Contractor must provide Notice to the Court immediately if placed on and/or if there is reason to believe Contractor will/may be placed on the Delinquent Taxpayer list(s). Failure to provide such Notice will be determined to mean that Contractor is in breach of contract and will be responsible for all expenses associated with re-contracting, re-bidding and obligations.

I. Discharge Violations. If Contractor is a private entity, Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Water Code § 13301 for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

J. Document Printing Agreements. If the Agreement is for printing documents, Contractor shall use recycled products, to the maximum extent economically feasible, in the performance of work under the Agreement. Contractor further certifies, UNDER PENALTY OF PERJURY, that any recycled products provided or used in the work by Contractor meet all California minimum post-consumer content requirements.

K. Domestic Partners, Spouses, and Gender and Gender Identity Discrimination. If the Agreement provides for total Compensation of more than $100,000, Contractor is in compliance with, and throughout the term of this Agreement will remain in compliance with: (i) Public Contract Code § 10295.3, which places limitations on contracts with Contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status, and (ii) Public Contract Code § 10295.35, which places limitations on contracts and contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

L. Drug Free Workplace. Contractor provides a drug-free workplace as required by California Government Code §§ 8355 through 8357.

M. Electronic Waste Recycling Act. If the Agreement provides for the purchase or lease of covered electronic devices under the Electronic Waste Recycling Act of 2003, Public Resources Code §§ 42460 et seq., Contractor complies with the requirements of that Act, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.

N. Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code § 10286.1, and is eligible to contract with the Court.

O. No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement.

P. No Harassment. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of the Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

Q. No Interference with Other Contracts. To the best of Contractor's knowledge, the Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

R. Iran Contracting Act. If the Agreement is for the purchase of goods or services of $1,000,000 or more, Contractor further certifies, UNDER PENALTY OF PERJURY, that it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services pursuant to California Public Contract Code § 2203(b).

S. No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform the Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of the Agreement, or Contractor's ability to perform the Agreement.

T. Los Angeles County's Jury Service Program. This Agreement is subject to the provisions of the Los Angeles 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.

(1) Unless Contractor has demonstrated to the Court's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from 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 Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) If Contractor uses any subcontractor to perform services for the Court under the Agreement, the subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such sub-contract Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Court if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program.

(4) Contractor's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, the Court may, at its sole discretion, terminate Agreement.

U. National Labor Relations Board Orders. If the Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than $2,500 from any one Contractor (but not to exceed in the aggregate $7,500 per year from Contractor), no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears UNDER PENALTY OF PERJURY that this representation is true.

V. Non-discrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and California's Fair Employment and Housing Act (Government Code §§ 12990 et seq.) and associated regulations (Code of Regulations, title 2, §§ 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

W. Parts Cleaning. If the Agreement involves parts cleaning, Contractor shall use recycled solvents, to the maximum extent economically feasible, in the performance of work under the Agreement. Contractor further certifies, UNDER PENALTY OF PERJURY, that any post-consumer or secondary materials provided or used in the work by Contractor meet all California minimum post-consumer content requirements.

X. Plastic Trash Bag Law. Public Resources Code §§ 42290 et seq., requires any plastic trash bag supplier, manufacturer or wholesaler, or any of its divisions, subsidiaries, or successors, to be compliant with the Recycled Content Plastic Trash Bag Law, regardless of the goods or services being provided under the Agreement. Contractor further certifies, UNDER PENALTY OF PERJURY that it, and its divisions, subdivisions, and successors, comply with the Recycled Content Plastic Trash Bag Law, and shall continue to comply with the same throughout the term of the Agreement.

Y. Prohibition Against Hiring Court Employees. Contractor hereby certifies and agrees, and will require all subcontractors to certify, to the following: "Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment." In addition, Contractor certifies and agrees that, during the term of this Agreement and for a period

of one (1) year thereafter, Contractor shall not in any way intentionally induce or persuade any employee of Court to become an employee or agent of Contractor, except in response to a publicly solicited job listing.

Z. Qualification. If (1) Contractor is a corporation, limited liability company, or limited partnership, and (2) the contract will be performed in California, Contractor is qualified to do business and in good standing in the State of California, and will remain so for the term of the Agreement.

AA. Sales and Use Tax Collection. Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.

BB. Sweatfree Code of Conduct. If the Agreement provides for the furnishing of equipment, materials, or supplies other than public works, or for the laundering of apparel, garments or corresponding accessories:

(1) No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court under the Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies UNDER PENALTY OF PERJURY that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code § 6108.

(2) Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (1) and shall provide the same rights of access to the Court.

CC. Unruh Civil Rights Act and California Fair Employment and Housing Act. If the Agreement provides for total Compensation of more than $100,000, Contractor is in compliance with the Unruh Civil Rights Act (Civil Code § 51). Contractor is in compliance with the California Fair Employment and Housing Act (Government Code §§ 12960 et seq.). Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Civil Code § 51) or the California Fair Employment and Housing Act (Government Code §§ 12960 et seq.). Contractor further certifies UNDER PENALTY OF PERJURY that this representation is true.

DD. Work Eligibility. All personnel assigned to perform the Agreement are eligible to work legally in the United States and possess valid proof of work eligibility.

12. Contractor Status.

A. Independent Contractor. Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Court. Contractor has no authority to bind or incur any obligation on behalf of the Court. Except as expressly stated, Contractor has no authority or responsibility to exercise any rights or power vested in the Court. Contractor, its employees, or anyone working under Contractor, including subcontractors' employees, shall not qualify for workers' compensation or other fringe benefits of any kind through the Court. If any legally binding determination concludes that Contractor is not an independent contractor, the Court may terminate the Agreement immediately upon notice. Alternatively, Contractor may agree to a reduction in the Court's financial liability, so that the Court's total costs under the Agreement do not exceed the Agreement amount.

B. Exclusive Control of Means and Method of Performance.

(1) Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

(2) Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

(3) If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to the Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) the Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

(4) Contractor will indemnify, defend, and hold the Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between the Court and any Contractor or subcontractor personnel.

(5) Contractor will determine the method, details, and means of performing or supplying the work under the Agreement. Contractor will be responsible to the Court only for the requirements and results specified in the Agreement and will not be subjected to the Court's control with respect to the physical action or activities of Contractor in fulfillment of the Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.

C. Permits, Laws, and Regulations.

(1) Contractor must observe and comply with all applicable laws, rules, and regulations affecting the work. During the term of the Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the work, and ensure that all subcontractors performing work under the Agreement comply with the same. Such permits and licenses will be made available to the Court, upon request. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.

(2) Contractor will promptly provide Notice to the Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

13. Default and Remedies.

A. Default. Unless otherwise provided, a default exists under the Agreement if:

(1) Contractor fails or is unable to meet or perform any of Contractor's duties under the Agreement, or furnishes nonconforming goods or services, and this failure is not cured within ten (10) days following notice of default or is not capable of being cured within this cure period;

(2) Contractor fails to provide substitute qualified personnel at no charge within ten (10) days if, as determined in the sole judgment of the Court's Project Director or Project Manager, either:

(a) At any time during the period of performance of the Agreement, Contractor's personnel, for any reason, including, but not limited to, resignation, fails to perform under such Agreement; or

(b) At any time during the period performance of the Agreement, Contractor's personnel perform unsatisfactorily, and Contractor fails to cure to the satisfaction of the Court's Project Director or Project Manager within ten (10) days of receipt of written or oral notice from the Court's Project Director or Project Manager of the specific nature of the problem.

(3) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business;

(4) Contractor makes or has made under the Agreement any representation or warranty that is or was incorrect, inaccurate, or misleading; or

(5) Any act, condition, or thing required to be fulfilled or performed by Contractor to (i) enable Contractor lawfully to enter into or perform its obligations under the Agreement, (ii) ensure that these obligations are legal, valid, and binding, or (iii) make the Agreement admissible when required is not fulfilled or performed.

B. Notice of Default. Contractor shall notify the Court immediately if Contractor defaults, or if a third-party claim or dispute is brought or threatened that alleges facts that would constitute a default under the Agreement.

C. Remedies following Contractor Default.

(1) Available Remedies. The Court may do any of the following:

(a) Withhold all or any portion of a payment otherwise due to Contractor, exercise any other rights of setoff as may be provided in the Agreement or any other agreement between the Court and Contractor, or charge to Contractor any costs to the Court arising from Contractor's default, including costs to complete or correct the work;

(b) Exercise, following notice, the Court's right of early termination of the Agreement as provided below; or

(c) Seek any other remedy available at law or in equity.

(2) Remedies Cumulative. All remedies provided for in the Agreement may be exercised individually or in combination with any other available remedy.

D. Specific Performance for Breach of Confidentiality. Contractor understands that a default of the provisions in the section entitled "Confidential Information; Publicity" will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that the Court will be entitled to seek.

14. Dispute Resolution.

The Court and Contractor will attempt, in good faith, to resolve any disputes informally. Such dispute must be submitted in writing within ten (10) calendar days of the earliest incident of dispute. Contractor will meet with the Court's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation

(1) If a dispute remains unresolved either party may give Notice requesting each party's Chief Executive Officer ("CEO") or designated representative to meet, exchange information and attempt resolution within fifteen days of the effective date of the Notice.

(2) If the matter is not resolved as set forth above, the aggrieved party may submit a second Notice which will:

(a) provide detailed factual information;

(b) identify the specific provisions in the Agreement on which any demand is based;

(c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and

(d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

(3) Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen (15) days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

C. Continued Performance of Work. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the work, including work associated with the dispute, unless otherwise directed by the Court. Contractor's failure to diligently proceed in accordance with the Court's instructions will be considered a material breach of the Agreement.

15. Entire Agreement.

A. Headings or captions to the provisions of the Agreement are solely for the convenience of the parties, are not part of the Agreement, and will not be used to interpret or determine the validity of the Agreement.

B. Negotiated Agreement. The Agreement was negotiated between the parties, and neither party "prepared" the Agreement for purposes of California Civil Code § 1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. The Agreement, including all documents incorporated by reference, constitutes the entire and final understanding of the parties regarding the matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to this matter, and is mutually binding on the parties in accordance with its terms.

D. No agent, representative, employee or officer of either the Court or Contractor has the authority to make, or has made, any oral statement, agreement or representation, in connection with the Agreement, which in any way can be deemed to modify, add to and detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. No subsequent purchase order, invoice, click-through or shrink-wrap agreement, or similar document containing conflicting terms and conditions issued by Contractor in conjunction with the performance of any party's duties and/or obligations due under the Agreement, shall be permitted to modify or contradict any of the terms and conditions of the Agreement.

16. Fair Labor Standards Act.

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

17. Force Majeure.

A. Force Majeure events include, but are not limited to:

(1) catastrophic acts of nature, or public enemy;

(2) civil disorder;

(3) fire or other casualty for which a party is not responsible; and

(4) quarantine or epidemic.

B. The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event. Any assertion of a Force Majeure event by subcontractors will be attributed to Contractor.

18. Indemnification.

A. Contractor will defend (with counsel satisfactory to the Court or its designee) indemnify and hold harmless the Court, the County of Los Angeles, the State of California, other California judicial branch entities, and their officers, agents, and employees from and against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any goods, services, or deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

B. Contractor's obligation to defend, indemnify, and hold the Court and court personnel harmless is not limited to, or restricted by, any requirement in the Agreement that Contractor procure and maintain insurance policies.

19. Insurance Requirements.

The Agreement shall specify whether the insurance requirements of Section 19.1 or Section 19.2 apply. Unless the Agreement expressly calls for specific coverage(s) set forth in Section 19.2, the insurance requirements of Section 19.1 shall apply.

19.1 Insurance Requirements – General.

Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement. Should the Court make such a request, Contractor shall provide to the Court certificates of insurance and/or complete copies of all insurance policies maintained by Contractor to meet the insurance requirements contained in this paragraph.

- OR –

19.2 Insurance Requirements – Specific Coverages.

A. Minimum Scope and Limits of Coverage. When required by the Agreement, Contractor shall maintain the following insurance coverages during the term of the Agreement.

(1) Workers' Compensation and Employer's Liability Insurance. This policy must include workers' compensation to meet the minimum requirements of the California Labor Code, and it must provide employer's liability coverage for bodily injury and property damage at minimum limits of $1 million per accident or disease.

(2) Commercial General Liability Insurance. This policy must cover bodily injury, property damage, products (completed operations hazard and liability assumed in a contract), and personal and advertising injury, with minimum limits of $1 million for each occurrence, combined single limit, and $2 million aggregate.

(3) Business Automobile Liability Insurance. This policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of the Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be $1 million per occurrence, combined single limit.

(4) Professional Liability. This policy must cover liability resulting from errors or omissions committed in Contractor's performance of services under the Agreement, at minimum limits of $1 million per occurrence, and $2 million aggregate.

(5) Sexual Misconduct Insurance. This policy must cover bodily injury arising out of, resulting from, or in connection with the actual or threatened sexual abuse, molestation, or harassment of any person by Contractor's employees or any other person for whose acts Contractor may be held liable ("Contractor's Agents"), and the negligent employment, investigation, supervision, failure to report, or retention of Contractor's employees or Contractor's Agents for the actual or threatened sexual abuse, molestation, or harassment of any person. The minimum liability limit must be $1 million per occurrence.

(6) Commercial Crime Insurance. This policy must cover losses of court property arising or resulting from, or in connection with:

(a) The theft, robbery, burglary, disappearance, damage, or destruction of court property, including the cost of check reconstruction;

(b) Dishonest or fraudulent acts, including forgery, alteration, or the fraudulent transfer of court property;

(c) Losses or damage to any building, vehicle, safe, vault, or cash box within the control or possession of Contractor.

The minimum liability limit must be $1 million per occurrence.

(7) Contractor's Pollution Liability Insurance. Contractors Pollution Liability insurance written on an occurrence form with limits of liability not less than $1 million per occurrence and $1 million per project aggregate. The policy will include coverage for claims for bodily injury or property damage, and remediation costs resulting from a pollution incident caused by or exacerbated by the performance of the work at the project site.

(8) Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.

B. Insurance Requirements Applicable to Required Policies.

(1) The cost of all insurance required by the Agreement is the sole responsibility of Contractor, and is a component part of Contractor's agreed compensation.

(2) Contractor shall maintain the minimum insurance set forth in this section with reputable insurer(s). All insurance policies shall be placed with insurers admitted in the State of California and having an A.M. Best rating of not less than A-.

(3) By requiring such minimum insurance, the Court will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

(4) For full coverage, each insurance policy shall be written on an "occurrence" form, except for professional liability insurance, which may be made on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three (3) years, without lapse, from the date of termination or expiration of the Agreement and the Court's acceptance of all work provided under the Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that the work commences under the Agreement.

(5) If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:

(a) *Separate.* Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or

(b) *Joint.* Joint insurance program with the association, partnership, or other joint business venture included as a named insured.

(6) Deductibles and Self-Insured Retentions. The deductible and/or self-insured retentions shall not limit or apply to Contractor's liability to the Court and shall be the sole responsibility of Contractor. Contractor shall declare to the Court all deductibles and self-insured retentions that exceed $100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed $100,000 per occurrence are subject to the Court's approval.

(7) Endorsements; Additional Insureds. All required insurance policies will contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds. The State of California, the Judicial Council of California, and the Superior Court of California, County of Los Angeles, and their respective elected and appointed officials, judges, officers, and employees shall be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor under the Agreement. This requirement applies to Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy.

(b) Primary Insurance; Waiver of Subrogation. Contractor's insurance coverage shall be primary and non-contributory with any insurance or risk management programs covering the Court or court personnel. Contractor and its insurance carrier waive any and all rights of subrogation against the State of California, the Judicial Council of California, and the Superior Court of California, County of Los Angeles, and their respective elected and appointed officials, judges, officers, and employees.

(c) Separation of Insureds. Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(d) Notice. All policies required of Contractor shall be endorsed to provide written notice to the Court of cancellation in coverage, non-renewal, or reduction of coverage within fifteen (15) days.

C. Failure to Maintain Insurance / Failure to Provide Certificate(s) of Insurance.

(1) If Contractor fails to maintain adequate insurance policies conforming to the above requirements, including the appropriate certificate holder/additional insured endorsements, primary/noncontributory and waiver of subrogation clauses, and amounts and extent of coverage, Contractor shall indemnify, defend (with counsel satisfactory to the Court), and hold harmless the State of California, the Judicial Council of California, and the Superior Court of California, County of Los Angeles, and their respective elected and appointed officials, judges, officers, and employees for all claims, damages, losses, judgments, liabilities, expenses, and other costs, including court fees, litigation or settlement costs, attorneys' fees (including attorneys' fees incurred in enforcing this indemnification clause), arising or resulting from, or in connection with Contractor's

performance or breach of the Agreement, notwithstanding any clause or amounts limiting Contractor's liability to the Court. Contractor's failure to maintain adequate insurance policies conforming to the above requirements may be considered a breach of the Agreement.

(2) Before Contractor begins work, Contractor shall submit certificates of insurance to the Court's insurance compliance and tracking provider, as specified in this Agreement, attesting to the existence of adequate coverage. If the insurance expires during the term of the Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsements. All certificates of insurance and replacement certificates of insurance are subject to the approval of the Court.

(3) Submission of certificates of insurance (or lack thereof) and/or their approval by the Court shall not relieve Contractor of its obligation to ensure that all required insurance policies conform to all foregoing requirements, and to ensure that any exclusions contained in such policies do not unduly or unfairly restrict the coverages required by the Court. Upon the Court's request at any time, Contractor shall provide: (1) complete copies of each required policy; and (2) the same evidence of insurance for its subcontractors as the Court requires of Contractor.

(4) If at any time, the foregoing policies become unsatisfactory to the Court, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to the Court, Contractor shall, upon written notice from the Court, promptly obtain a new policy, and submit the same to the Court, with the appropriate certificates and endorsements.

(5) If any of the required policies lapse during the Term, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

20. Limitation of Liability.

The Court will not be liable to Contractor, its officers, employees, subcontractors, or third parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to the Agreement, regardless whether the Court was advised of the possibility of such loss or damage. In no event will the Court's liability for direct damages arising from or related to the Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by the Court under the Agreement. Neither the Court nor court personnel will be personally responsible for liabilities arising under the Agreement.

21. Loss Leader.

Contractor shall not sell or use any article or product as a "loss leader" as defined in section 17030 of the Business and Professions Code.

22. Minimum Age, Language Skills, and Legal Status of Contractor Personnel at Facility.

Contractor shall not assign employees under the age of 18 to perform work under this Agreement. All of Contractor's employees working at court facilities must be able to communicate in English. Contractor's employees must be legally present and permitted to work in the United States.

23. Modification.

No modification or change to the Agreement, including any changes to Exhibit A (Statement of Work), shall be valid without the written approval of the Court, in the form of an Amendment.

24. Non-Exclusivity.

The Agreement is non-exclusive. The Court reserves the right to perform, or have others perform the work for the Agreement. The Court further reserves the right to bid the work to others or procure the work by other means.

25. Notices.

Notices under the Agreement must be in writing. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid), or electronically (via email). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable. Notices must be addressed to the other party's Project Director, Project Manager and Contract Analyst designated in the Standard Agreement Cover Sheet. Either party may change its address for receipt of notice by entering a different recipient and address below or by giving notice at any time to the other party in the manner permitted by this paragraph.

26. Prevailing Wages / Public Works.

A. If this is an Agreement for a Public Work (as defined by California Labor Code §§ 1720 & 1771), Contractor, and all its subcontractors, are subject to the Prevailing Wage rules and regulations imposed by the California Labor Code, Division 2, Part 7, Chapters 1-2 (§§ 1720-1815); and the California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapters 3-6 (8 CCR §§ 16000-17264). Contractor, and all its subcontractors, are registered with the Department of Industrial Relations, and are responsible for paying its workmen at least the Prevailing Rates of Wages, maintaining certified payrolls for inspection by the Division of Labor Standards Enforcement of the Department of Industrial Relations, and complying with all other applicable rules and regulations governing Public Works and Prevailing Wages. Contractor or subcontractor's failure to do so may subject it to fines, penalties, and civil suit; a ban from bidding on future Public Works projects; and misdemeanor penalties. Contractor is responsible for complying with any other applicable federal, state, and local Prevailing Wage requirements whether referenced or not.

B. Prevailing Wage rates, as determined by the Department of Industrial Relations, can be found at: http://www.dir.ca.gov/Public-Works/PublicWorks.html.

27. Prior Work.

Prior work, performed by Contractor pursuant to the Court's authorization, but before execution of the Agreement, will be considered as having been performed subject to the provisions of the Agreement.

28. Prohibited Bids for End Product of the Agreement ("Follow-On Contracts").

A. If Contractor or its affiliates provides Consulting and Direction (as defined below), Contractor and its affiliates: (i) shall not submit a bid or be awarded a subsequent contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Consulting and Direction; and (ii) will not act as consultant to any person or entity that does receive a contract described in sub-section (i).

B. "Consulting and Direction" means services for which Contractor received compensation from the Court and includes: (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies; (ii) development or design of test requirements; (iii) evaluation of test data; (iv) direction of or evaluation of another contractor; (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or (vi) provisions of formal recommendations regarding any of the above. For purposes of this section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

C. To the extent permissible by law, the Court may waive the restrictions set forth in this section by written notice to Contractor if the Court determines their application would not be in the Court's best interest. Except as

prohibited by law, the restrictions of this section will not apply: (i) to follow-on advice given by vendors of commercial off-the-shelf products, including software and hardware, on the operation, integration, repair, or maintenance of such products after sale; (ii) to contractors that were awarded a subcontract of the original consulting service contract that amounted to no more than ten (10) percent of the total monetary value of the original consulting services contract; or (iii) where the Court has entered into a master agreement for software or services and the statement of work at the time of Agreement execution expressly calls for future recommendations among Contractor's own products.

D. The restrictions set forth in this section are in addition to conflict of interest restrictions imposed on public contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this section, even if enacted after execution of the Agreement.

29. Public Access to Records and Information.

A. Rule 10.500 of the California Rules of Court sets forth comprehensive access provisions applicable to administrative records (which includes, among other things, agreements and amendments) maintained by a trial court. The Court will make identifiable administrative records available upon request, unless the records are exempt from disclosure under Rule 10.500. Please be aware that an agreement or amendment may be considered a public record and be made available to anyone who requests a copy.

B. If an agreement or amendment contains material noted or marked by Contractor as "Confidential" and/or "Proprietary" that, under Rule 10.500 would be exempt from public disclosure, then that information will presumptively not be made available to the public. If the Court considers that under Rule 10.500 such material is not exempt from public disclosure, the material may be made available to the public, regardless of Contractor's notation or markings. If a Contactor is unsure if its confidential and/or proprietary material would fall within the disclosure exemption requirements of Rule 10.500, then it should carefully consider whether to include such information in an agreement or amendment because such information may be disclosed to the public.

30. Public Contract Code.

Part 2.5 of the California Public Contract Code (§§ 19201 – 19210), cited as the California Judicial Branch Contract Law, requires the Judicial Branch (including the Court) to comply with provisions in the Public Contract Code that apply to state agencies and departments regarding the procurement of goods and/or services. The California Judicial Branch Contract Law applies to all contracts initially entered into or amended by Judicial Branch entities (including the Court) on or after October 1, 2011.

31. Recovery of Court Costs Incurred Due to Poor Performance or Non-Performance.

Should the Court incur any costs due to Contractor poor performance or non-performance, and if these Court costs are foreseeable consequences resulting from Contractor poor performance or non-performance, the Court has the right to withhold (and keep) such amounts from any future payment(s) to Contractor. This Court right is not tied to any other Default, Breach and/or Remedy process set forth elsewhere in this Agreement.

32. Scope of Work; Acceptance; Rejection.

A. Scope of Work. Contractor will perform and complete all work in compliance with the requirements of the Agreement, and to the satisfaction of the Court. Contractor shall strictly adhere to the delivery and completion schedules specified in the Statement of Work. Time, if stated as a number of days, shall mean calendar days unless otherwise specified.

B. Acceptance. Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the Court within a reasonable time after delivery to the Court. Until work is completed and accepted by the Court, the risk of loss or damage to the work shall remain

with Contractor. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities, or substituted for items ordered hereunder may be rejected by the Court and returned or held at Contractor's expense and risk. No damages or extras will be allowed for unforeseen difficulties or obstructions. Payment shall not constitute an acceptance of the goods, services, or work nor impair the Court's right to inspect or any of its remedies. Contractor shall immediately refund any payment made in error.

C. Rejection. The Court may reject any goods, services, or deliverables that: (i) fail to meet applicable requirements or acceptance criteria; (ii) are not as warranted; or (iii) are performed or delivered late. The Court's Project Manager may apply any acceptance criteria set forth in the Agreement (including timeliness, completeness, technical accuracy, and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the work.

(1) If the work is not acceptable, the Court's Project Manager shall detail Contractor's failure to meet the acceptance criteria. Contractor shall have ten (10) business days from receipt of the Court's notification of non-acceptance to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the work and the Court's Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this section until Contractor's receipt of the Court's written acceptance of such corrected work; provided, however, that if the Court rejects any work on at least two (2) occasions, the Court may terminate that portion of the Agreement which relates to the rejected work at no expense to the Court.

(2) If the Court rejects any goods, services, or other deliverables after payment to Contractor, the Court may exercise all contractual and other legal remedies, including: (i) setting off the overpayment against future invoices payable by the Court; (ii) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to the Agreement or otherwise; and (iii) requiring Contractor to refund the overpayment within thirty (30) days of the Court's request.

33. Shipping and Packing Slips.

Time is of the essence to delivery and any other performance required of Contractor. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose shall be paid by the Court unless it is expressly included on the face of the Agreement. Unless stated otherwise, shipping point for all deliveries under the Agreement shall be FOB "destination", and on "FOB Shipping Point" transactions, Contractor shall arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over $25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Agreement number, part number, and quantity. Any itemized packing slip bearing the Court's Agreement number as shown thereon must be left with the goods to insure their receipt.

34. Signatures; Counterparts.

A. The signatures required for execution of the Agreement may be made by manual signature, or by digital signature that may conform to California Government Code § 16.5 and all California regulations promulgated thereunder (including California Code of Regulations, title 2, division 7, chapter 10), or by any other commercially acceptable signature method, use of which by both parties for signature and execution of the Agreement evidences consent to the validity of the method of signature used.

B. The parties give the same validity, force, and effect to a scanned, faxed, photocopied, or other accurately reproduced signature as to an original signature.

C. The Agreement may be executed in counterparts, each of which is considered an original.

35. Standard of Performance; Warranties.

A. Standard of Performance. Contractor will perform all work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor acknowledges that the Court relies on the accuracy, competence, and completeness of Contractor's services. Contractor will efficiently use the resources or services necessary to provide the work; and provide the work in the most cost-efficient manner consistent with the required level of quality and performance. The work will be provided free and clear of all liens, claims, and encumbrances.

B. Warranties.

(1) For a period of one (1) year, unless the Agreement or the warranties provided by a third party for goods or services procured by Contractor provide for a longer warranty period, Contractor expressly warrants that the goods and services covered by the Agreement are: 1) free of liens or encumbrances; (2) merchantable and good for the ordinary purposes for which they are used; and (3) fit for the particular purpose for which they are intended; (4) free from all defects in materials and workmanship; (5) to the extent not manufactured pursuant to detailed designs furnished by the Court, free from defects in design; and (6) conform to the requirements of the Agreement. The Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

(2) Contractor agrees to indemnify, defend, and hold the Court and court personnel harmless from liability, loss, damage and expense, including reasonable attorney's fees, incurred or sustained by the Court by reason for the failure of the goods or services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industry Safety Act. Such remedies shall be in addition to any other remedies provided by law.

(3) Contractor represents and warrants to the Court that it owns, will own, is authorized, or will be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the work.

(4) All warranties will inure to the Court, its successors, assigns, customer agencies, and users of the work provided hereunder. Contractor shall not take any action, or fail to perform any act that results in a warranty or representation becoming untrue. Contractor shall promptly notify the Court if any warranty or representation becomes untrue.

(5) Unless otherwise specified, the warranties set forth in this Section commence after work has been accepted by the Court.

36. Stop Work.

A. The Court may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the work, for up to ninety days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

B. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to the Court during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, the Court will either cancel the Stop Work Order or terminate the work, as provided in the Termination provisions.

C. If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume work. The Court may make an equitable adjustment in the delivery schedule, the

Agreement amount, or both, if (i) the Stop Work Order Increases Contractor's costs or the time required for performance; and (ii) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.

D. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated other than for cause, the Court may allow reasonable costs resulting from the Stop Work Order.

E. The Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

37. Survival.

Terms that will survive termination or expiration of the Agreement include those relating to, but are not limited to: assignment, audit rights and retention of records, confidentiality, indemnification, limitation of liability, and warranties.

38. Termination.

A. Termination for Cause. The Court may terminate the Agreement, in whole or in part, for cause, upon written notice. The Court shall be relieved of any payments, if Contractor fails to perform the requirements of the Agreement at the time and in the manner agreed. The Court may also cancel delivery immediately of all or any portion of unshipped goods or limit Contractor's work and, proportionately, Contractor's compensation. The Court may proceed with the work in any manner deemed proper. All costs to the Court arising from Contractor's default, including costs to complete or correct the work, will be deducted from any sum due to Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the work.

B. Termination for Convenience. The Court may terminate the Agreement, in whole or in part, at any time, for any or no reason, upon written notice to Contractor. Upon receipt of notice of termination, Contractor will promptly discontinue work as specified in the Notice. The Court will pay Contractor for the work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the work.

C. Termination due to Fund Non-Appropriation and/or Availability.

(1) The Court's obligations under the Agreement are subject to the availability of funds authorized for this work. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of the Agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in the Agreement.

(2) Upon Notice, the Court may terminate the Agreement in whole or in part, without prejudice to any right or remedy of the Court, for lack of appropriation of funds. Upon termination, the Court will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

(3) In the event that budget reductions occur in any fiscal year covered by the Agreement that may cause the Court to consider terminating the Agreement, the parties agree to attempt to renegotiate in good faith the terms of the Agreement to reduce the Maximum Contract Sum in lieu of cancellation under the termination provisions of the Agreement.

D. Effect of Termination. Upon the Termination Date:

(1) The Court shall be released from compensating Contractor for work, other than those Contractor satisfactorily performed before the Termination Date, and for any indirect costs. Without prejudice to the Court, Contractor shall be released from performing work.

(2) If only a part of the Agreement is terminated by the Court such that Contractor is released from performing a portion of the work, the Court shall accordingly be released from compensating Contractor for that portion of work.

(3) Court will have the right to take possession of any materials, equipment, and other work including partially completed work. Contractor shall return to the Court any equipment purchased or built with Court funds, with costs incurred by Contractor being reimbursed by the Court. Unless otherwise provided in the Agreement, Contractor will immediately assign to the Court all of Contractor's right, title, and interest in and to such work, related materials, work product, and any and all intellectual property rights.

(4) Upon termination of any kind, the Court may withhold from payment any sum that the Court determines to be owed to the Court by Contractor, or as necessary to protect the Court against loss due to outstanding liens or claims of former lien holders. Unless otherwise specifically provided, any advance payments made by the Court to Contractor shall be refunded to the Court on a pro rata basis.

(5) Contractor shall have no claim against the Court, the County of Los Angeles, the State of California, the Judicial Council, and their respective officers, employees, and agents for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify the Court and shall immediately repay all such funds to the Court. Payment by the Court for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Court, the County of Los Angeles, the State of California, the Judicial Council, and their respective officers, employees, and agents' right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

(6) Third Party or Court Services

Notwithstanding anything in this Agreement to the contrary, the Court shall have the right to perform or contract with a third party to provide any services or goods within or outside the scope of the work, including services to augment or supplement the work or to interface with the IT infrastructure of the Court. In the event the Court performs or contracts with a third party to perform any such service, Contractor shall cooperate in good faith with the Court and any such third party, to the extent reasonably required by the Court. Such cooperation shall include, without limitation, providing such information as a person with reasonable commercial skills and expertise would find reasonably necessary for the Court or a third party to perform its services relating to the work.

39. Time is of the Essence.

Time is of the essence in the performance of work by Contractor under the Agreement.

40. Waiver; Severability.

A. Waiver of Rights. The Court's action, inaction, or failure to enforce any right or provision of the Agreement is not a waiver of its rights, and will not prevent the Court from enforcing such rights on any future occasion. A Court-specific waiver does not constitute a waiver by the Court of any earlier, concurrent, or later breach or default.

B. Severability. The provisions of the Agreement are separate and severable. If any part of the Agreement is held invalid or unenforceable, all other parts remain valid or enforceable, unless prohibited by applicable state and federal law.

C. Waiver of Jury Trial. To the extent enforceable under California law, each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors and assigns, does hereby expressly and knowingly waive and release all

such rights to trial by jury in any action, proceeding, or counterclaim brought by any party hereto against the other (and/or against its judges, subordinate judicial officers, officers, administrators, agents, representatives, and employees) on or with regard to any matters whatsoever arising out of or in any way connected with the Agreement and/or any other claim of injury or damage.

41. Work Site.

With respect to work delivered and/or performed on the Court's premises, Contractor has the responsibility to inform itself fully and shall assume the risk as to the physical conditions at the worksite, including as applicable: (1) the availability, location, and extent of construction and storage areas and other facilities or structures above and below ground, but not limited to gas, water, sewer, electrical, and communication utilities; (2) necessary safety precautions and safeguards; (3) work to be performed by Contractor or others; (4) rules, regulations, and requirements to be observed by Contractor in the conduct of the work. Lack of knowledge of existing conditions will not be accepted as an excuse for failure to perform the specified work, nor shall such excuse be accepted as a basis for claims or additional compensation. Contractor shall conform to any specific safety requirements as required by law or regulation. Contractor shall take any additional precautions as the Court may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of the Agreement.

42. Miscellaneous Provisions Applicable to Specific Contracting Situations.

A. Union Activities Certification.

[OPTION 1: If the Agreement is $50,000 or under, and allows for the reimbursement of Contractor expenses]

Contractor must include with any request for reimbursement from the Court a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Court was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

[OPTION 2: If the Agreement is over $50,000, and allows for the reimbursement of Contractor expenses]

Contractor must include with any request for reimbursement from the Court a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. No Court funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term). If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures and no reimbursement from the Court was sought for these costs. Contractor will provide those records to the Attorney General upon request.

[OPTION 3: If the Agreement is over $50,000, but does not allow for the reimbursement of Contractor expenses]

No Court funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term). If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

B. Provisions Applicable to ***Certain Services with Compensation*** over $200,000. If this is an Agreement for services, other than consulting services, with total compensation over $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Public Contract Code § 10353.

C. Provisions Applicable to ***Commercial Office Moving Services Agreements***. If this is an agreement of more than $2,500 with a carrier for commercial office moving services, Contractor shall abide by the requirements contained in the State Administrative Manual, section 3810, which requires Contractor to employ only drivers and supporting personnel who are under a current collective bargaining agreement or who are paid applicable prevailing wages and employed under prevailing standards and conditions of employment.

D. Provisions Applicable to ***Competitively Bid Contracts; Antitrust Claims***.

If work under the Agreement was obtained by means of a competitive bid, Contractor shall comply with the requirements of Government Code sections set out below.

(1) The Government Code chapter on antitrust claims contains the following definitions:

(a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of § 16750 of the Business and Professions Code.

(b) "Public purchasing body" means the state or the subdivision or agency making a public purchase. See Government Code § 4550.

(2) Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under § 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, commencing with section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court pursuant to the bid. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. See Government Code § 4552.

(3) If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code § 4553.

(4) Upon demand in writing by Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (i) the Court has not been injured thereby, or (ii) the Court declines to file a court action for the cause of action. See Government Code § 4554.

E. Provisions Applicable to ***Consulting Services***.

(1) If the Agreement provides for the payment of $1,000 or more for consulting services, Contractor must deliver detailed performance criteria, a schedule for performance, and progress reports to the Court to allow the Court to determine whether Contractor is on the right track and the project is on schedule, to provide communication of interim findings, and to afford opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly.

(2) If the Agreement provides for the payment of $5,000 or more for consulting services, Contractor shall attach to the Agreement resumes of each Contractor participant who will exercise a major administrative role or major policy or consultative role. Contractor shall use reasonable efforts to make these participants available to perform services during the term of the Agreement.

F. Provisions Applicable to ***Court-Purchased or Court-Financed Equipment***.

(1) If the Agreement provides Compensation to Contractor for a project funded through a grant, at the conclusion of the Project, title to all expendable and non-expendable personal property with a value of $500 or more

purchased with Court funds shall vest, automatically and without further action of the parties, with the Court. If Contractor provides written certification to the Court that the property will continue to be used for grant-related purposes and the Court approves such certification in writing, the Court may permit title to all such property to remain with Contractor in accordance with the Court's written instructions. Contractor must await specific written instructions from the Court's Project Manager regarding any transfer of title or disposition.

(2) If Compensation under the Agreement is not through grant funding and the Agreement provides for the provision of equipment purchased or built with Court funds, title to any equipment purchased or built with Court funds shall vest in the Court immediately upon payment of the purchase price. Before delivery to the Court, Contractor is responsible for loss or damage to the equipment to the extent it results from the negligent act or omission of Contractor or its directors, officers, employees, or agents, and Contractor shall make all necessary or appropriate repairs and adjustments.

(3) Contractor shall maintain an inventory record for each piece of equipment purchased or built with Court funds provided under the Agreement, except for a piece of equipment that (i) has a normal life expectancy of less than one (1) year, or (ii) costs less than $5,000 and is not easy to steal. The inventory record must include the date acquired, total cost, serial number, model identification, and any other information or description necessary to identify the piece of equipment. Upon request by the Court, Contractor shall submit to the Court a copy of the inventory record.

(4) Upon the expiration of termination of the Agreement, or as otherwise directed by the Court, Contractor shall return such property to the Court in good condition, reasonable wear and tear expected, unless such property was not utilized, and in such case, shall be returned new and unopened from its original packaging.

G. Provisions Applicable to ***DVBE Participation Certification***. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must complete and return to the Court a post-contract certification form(https://www.lacourt.org/generalinfo/procurement/contractspurchase.aspx), promptly upon completion of the awarded contract, and by no later than the date of submission of Contractor's final invoice to the Court. If Contractor fails to do so, the Court will withhold $10,000 from the final payment, or withhold the full payment if it is less than $10,000, until Contractor submits a complete and accurate post-contract certification form. The Court shall allow Contractor to cure the deficiency after written notice of Contractor's failure to complete and submit an accurate post-contract certification form. Notwithstanding the foregoing and any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Contractor refuses to comply with these certification requirements, the Court shall permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. The post-contract certification form shall include: (1) the total amount of money Contractor received under the Agreement, (2) the total amount of money and the percentage of work Contractor committed to provide to each DVBE subcontractor; (3) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (4) the amount of money each DVBE subcontractor actually received from Contractor in connection with the Agreement and the corresponding percentage this payment comprises of the total amount of money Contractor received under the Agreement; and (5)that all payments under the Agreement have been made to the applicable DVBE subcontractors. Upon request by the Court, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

H. Provisions Applicable to ***Elevator Maintenance Agreements***. If the Agreement provides for elevator maintenance, the Term of the Agreement shall be for a period of no less than five (5) years even if the Coversheet of the Agreement specifies a shorter term; however, the Agreement may be terminated during the Term in accordance with the Termination provisions contained herein.

I. Provisions Applicable to ***Federal or Federally-Assisted Contracts***.

(1) Funding. If the Agreement is funded in whole or in part by the federal government, then:

(a) It is mutually understood between the parties that the Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

(b) This contract is valid and enforceable only if sufficient funds are made available to the Court by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, the Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

(c) The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which the Agreement is intended to be paid, the Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds.

J. Provisions Applicable to ***Legal Services***.

(1) If the Agreement provides for the performance of legal services, Contractor shall adhere to any legal cost and billing guidelines, legal budgets, and legal bill or law firm audits as may be required by the Court. If the Agreement does not provide for legal representation to low-income or middle-income persons in civil, criminal, or administrative matters, Contractor shall also adhere to any litigation plans or case phasing of activities as may be required by the Court. If the Agreement does not provide for legal representation to low-income or middle-income persons in civil, criminal, or administrative matters, and also provides for Compensation (other than reimbursement of expenses) over $50,000, Contractor shall also comply with the requirements of Business and Professions Code § 6072, which concerns the performance of pro bono legal services.

(2) Under Business and Professions Code § 6072, Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10 percent of the Agreement. Failure to make a good faith effort may be cause of non-renewal of the Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with the Court for legal services.

K. Provisions Applicable to ***Janitorial Services or Building Maintenance Agreements***. If the Agreement requires Contractor to perform services at a new site, Contractor shall retain for 60 days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code §§ 1060 et seq.

L. Provisions Regarding ***Material Safety Data Sheets***. If some or all of the goods provided by Contractor under the Agreement are on CAL OSHA's "Hazardous Substances List," Contractor shall forward a completed Material Safety Data Sheet (MSDS) to the Court.

M. Provisions Applicable to ***Mined Mineral Agreements***. If the Agreement involves the purchase of mined minerals, Contractor shall not supply through the Agreement any sand, gravel, aggregates, or other minerals the Court may not purchase under Public Contract Code § 10295.5.

N. Provisions Regarding ***Recycled Goods***.

(1) Unless otherwise provided in the Agreement, pursuant to Public Contract Code § 12203(d), Contractor shall use or sell only recycled products under the Agreement to the maximum extent economically feasible, but only if the fitness and quality of such recycled products are equal to non-recycled products.

(2) If the Agreement provides for the purchase and sale of goods specified in Public Contract Code § 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), and the percentage of Contractor's postconsumer material in these goods cannot be verified by reference to a written advertisement, including, for example, a product label, a catalog, or a manufacturer or vendor website:

(a) Contractor shall deliver a declaration to the Court specifying the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code § 12200 in goods offered or sold to the Court, regardless of whether the goods meet the requirements of Public Contract Code § 12209.1;

(b) UNDER PENALTY OF PERJURY, the declaration shall be true and correct and will remain so until Contractor delivers any amendment of the current declaration to the Court, in which case the current declaration as amended will be true and correct; and

(c) If Contractor sells under the Agreement any printer or duplication cartridges that comply with Public Contract Code § 12209, Contractor shall so specify in the declaration required under this section.

O. Provisions Applicable to ***Rental Agreements***. If the Agreement provides for the rental of personal property, the Court shall have no responsibility for loss or damage to the rented equipment arising from causes beyond the Court's control. The Court is responsible for repairs and liability for damage or loss only to the extent they become necessary and result from a negligent act or omission of the Court or any court personnel. If the Agreement provides for the rental of equipment or other personal property and the Court has not expressly elected through the Agreement to maintain the equipment or other personal property, Contractor shall keep the equipment in good working order and make all necessary or appropriate repairs and adjustments without qualification.

P. Provisions Applicable to ***Small Business Preference Agreements***. If Contractor received a small business preference in connection with this Agreement, Contractor must complete and submit the Small Business Contract Report Form. Contractor assumes an express affirmative obligation to promptly notify the Court if any information on the Small Business Contract Report Form becomes inaccurate. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

Q. Provisions Applicable to ***Work by Facilities Contractors***.

(1) ***Guidelines for Contractor Conduct While Working In Court Buildings.***

These Guidelines for Contractor Conduct are subject to revision and may be modified by the Court at any time. Contractor will be notified of modifications.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

(a) Work areas are to be free of all tools, trash, material packaging, etc., and any other discarded items at the end of each shift. Contractors should take their trash with them at the end of each shift, rather than disposing of trash in court containers.

(b) All waste, excess materials, tools, etc. shall be removed from the areas upon completion. The areas shall be thoroughly cleaned.

(c) If desk items need to be moved, they must be placed back in the same location (including chairs moved to access under desk space).

(d) Vacuum all areas paying special attention to all drywall cutouts and/or ceiling tile debris on floor and around work areas at the end of each shift.

(e) Use caution when removing and installing ceiling tiles. Any damage resulting in mishandled ceiling tiles will be the responsibility of Contractor to replace.

(f) Do not remove any furniture or chairs from any office area.

(g) Do not prop open any secure doorways. Access cards will be furnished.

(h) Do not modify the adjustments on any chairs or remove any chairs from any area.

(i) Do not use any court radio, stereo, or TV. (Contractor's crew may furnish their own radio. However, volume must be kept at a low level, as judicial and administrative staff often works after hours).

(j) Smoking is prohibited in all Court buildings, including any/all restrooms.

(k) Do not use any restrooms in judicial chambers. Only use common area restrooms.

(l) Do not leave company items behind once a job is complete (i.e. ladders and tools).

(m) Any furniture moves necessary to complete the work must be indicated during the job walk or pre-project planning. No furniture is to be moved without prior notice to the Court's Project Manager.

(n) For security purposes, do not allow any person(s) into your work area, or into any other Court Building area. Do not open doors to allow person(s) access into your work area, or any other Court Building area. As you go through doors, be sure to securely pull them closed behind you. Don't let person(s) come through a door along with you.

(2) ***Bonds***. The Court may require written evidence of Contractor's ability to obtain from a reputable bond company required bonds. If requested, Contractor may be asked to supply a fidelity bond covering the dishonest acts of employees or a performance bond covering the completion of work. Bond limits and reimbursement of expenses, if any, shall be determined by the Court.

(3) ***Conduct of Work***. As may be applicable, Contractor shall maintain the work site and perform the work in a manner that meets all legal requirements for the provision of a safe workplace. Contractor will ensure that all work is performed in a safe and satisfactory manner, and that all work conforms to all regulatory and industry standards. Upon completion of the work, Contractor shall remove all equipment and unused materials provided for the work, put the buildings and premises in a neat and clean condition, and do all other cleaning and washing as applicable. Further, Contractor shall comply with safety standards and provisions of applicable laws, building codes, and safety regulations issued by the California Department of Industrial Relations. Contractor shall be liable for damages arising out of injury to the Court's employees or its contractors during performance of the work, provided that the injury or damage was caused by the fault or negligence of Contractor, or by its equipment or tools.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

(4) ***Contractor-Caused Damage(s).*** Contractor shall repair or replace, at the option of the Court's Project Manager(s), all damage to the building, equipment, or furniture caused by its operations within five (5) working days, and preferable sooner.

(5) ***Court Policy Regarding Drugs / Alcohol / Weapons.***

(a) Contractor agrees to advise its employees and the employees of its subcontractors and agents that it is the policy of the Court that:

1) The use, possession and/or distribution of illegal or unauthorized drugs, drug-related paraphernalia or weapons on the Court's premises, right-of-way, or Job Site is prohibited and the use or possession of alcoholic beverages, except where authorized by the Court's management, is also prohibited;

2) Entry onto or presence on the Court's premises by any person, including Contractor, Contractor's employees, subcontractors, subcontractors' employees, contract personnel, temporary employees and visitors, constitutes consent to the Court to conduct searches, whether announced or unannounced, on the Court's premises of the person and his or her personal effects for such prohibited items, and consent to drug testing at any time while on the Court's premises;

3) Any person suspected or found in violation of the policy or who refuses to permit a search or drug or alcohol test may be removed and barred from the Court's premises, at the sole discretion of the Court; and

4) Contractor personnel who test positive for illegal drugs or unauthorized alcohol as a result of a test conducted on the Court premises, or upon request of the Court, will be removed from any further performance or services under this Agreement.

(b) Contractor represents and warrants that it has established, maintains, and enforces both a Drug and Alcohol Program and an Operator Qualification Program per industry standards.

(6) ***Inspections.***

(a) Materials Inspections. The Court may from time to time, at its sole good faith option, inspect and test certain materials or equipment. Therefore, in contracting for the purchase of any material or equipment that Contractor will use in the performance of the work, Contractor shall obtain for the Court from the vendor of such material or equipment the right to inspect all such material and the manufacture and fabrication thereof. Whether or not the Court conducts such inspection, the Court shall also have the right to reject all materials or equipment that, in the sole good faith discretion of the Court, fail to conform to either adequate manufacturing specifications, the specifications under which such materials or equipment were purchased or the specifications required for the performance of the work.

(b) Field Inspections. Throughout the performance of the work, the Court shall have the right to designate one or more inspectors or engineers to inspect and test the work site and the progress of the work. Contractor shall cooperate with such inspectors and engineers in order that the work may be fully inspected and that the Court may at all times be fully advised of the progress of the work and the manner in which it is being performed.

(c) Inspection Not Acceptance. Contractor expressly understands and agrees that any inspection by the Court pursuant to this Agreement shall be for the Court's sole benefit and shall not be deemed an acceptance by the Court of all or any portion of the materials or work so inspected. Contractor further understands and agrees that no inspection by the Court pursuant to this Agreement or approval or failure to object to any portion of the work shall relieve or release Contractor from any duties, obligations, or liabilities provided in this Agreement.

(7) ***Liens.*** Contractor shall discharge at once, and hold the Court harmless from, liens or stop notices that may be filed in connection with the work. The Court may withhold payment of funds from Contractor in an amount sufficient to discharge delinquent accounts of Contractor or any of Contractor's subcontractors for which liens on the Court's or County's property have been or can be filed or for which stop notices have been or can be filed. Contractor must furnish unconditional lien releases to the Court.

(8) ***Safety Devices.*** Contractor shall furnish and maintain all safety devices, e.g., signs, barricades, cones, etc. required to adequately warn and protect all persons who will be utilizing this facility during the course of the work.

(9) ***Scheduling Work.*** All work shall be scheduled with the Court's Project Manager or his/her designee before starting the assigned project.

END OF STANDARD BUSINESS TERMS AND CONDITIONS 3.0

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

EXHIBIT C2

COUNTY SPECIAL PROVISIONS

--- Begins on Following Page ---

1. 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.

2. Compliance with the County's Jury Service Program

See Exhibit C1, Section 11, T.

3. Conflict of Interest

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.

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.

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

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

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

The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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).

6. Employment Eligibility Verification

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.

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

7. Fair Labor Standards

See Exhibit C1, Section 16.

8. **Nondiscrimination and Affirmative Action**

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.

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.

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.

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.

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 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

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

9. 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.

10. Prohibition Against Inducement or Persuasion

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

11. 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.

12. Time Off for Voting

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

13. Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

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

14. Compliance with Fair Chance Employment Practices

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

15. Compliance with the County Policy of Equity

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

16. Compliance with the County's Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code.

17. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

18. Most Favored Public Entity

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

19. Contractor Responsibility And Debarment

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

19.2 Chapter 2.202 of the County Code

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

19.3 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.

19.4 Contractor Hearing Board

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

19.4.1 If there is evidence that the Contractor may be subject to debarment, the County 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.

19.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County Board of Supervisors.

19.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

19.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

19.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

19.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

20. Termination For Non-Adherence Of County Lobbyist Ordinance

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

21. Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

22. Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than $500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

END OF COUNTY SPECIAL PROVISIONS

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

AGREEMENT FOR REVENUE ENHANCEMENT SERVICES

BETWEEN

THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

AND

THE COUNTY OF LOS ANGELES

AND

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

AGREEMENT # 2024-156-02

CONTRACT SUM:	**No maximum contract sum; commission rate**
GOODS/SERVICES:	**Revenue Enhancement Services – Primary Collections**
COMMENCES:	**August 1, 2025**
TERMINATES:	**June 30, 2028**
OPTION TERMS:	**Two Annual Options plus Six Months**

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STANDARD AGREEMENT FOR NON-IT GOODS AND/OR NON-IT SERVICES

1. This Agreement is made and entered into at Los Angeles, California by and between the Superior Court of California, County of Los Angeles ("Court"), the County of Los Angeles ("County") and LINEBARGER GOGGAN BLAIR & SAMPSON, LLP ("Contractor").

2. This Agreement is effective August 1, 2025 ("Effective Date") through June 30, 2028 ("Expiration Date"). The Agreement may be extended by mutual consent of the Court, County and Contractor upon the same terms and conditions set forth herein up to two times for successive one-year periods, through June 30, 2030 ("Extension Term"), upon the execution of an Amendment. Each such extension shall be exercised jointly by the Executive Officer/Clerk of Court and the Chief Executive Officer of the County. The Agreement may also be extended on a month-to-month basis, by mutual consent of the Court, County and Contractor, for an additional period not to exceed six (6) months ("Month-to-Month Term"), upon the execution of an Amendment. Such extension shall be exercised jointly by the Executive Officer/Clerk of Court and the Chief Executive Officer of the County.

3. Compensation under this Agreement is based on the negotiated commission rate on gross collections achieved by Contractor. There is no maximum contract sum for this Agreement.

4. The purpose of this Agreement is: Revenue Enhancement Services – Primary Collections.

   (The purpose listed here is for administrative reference only and is not intended to define or limit the scope or extent of this Agreement.)

5. Contractor was selected by the Court for award of a contract through a competitive procurement process for the provision of the described goods and/or services. (COURT RFP #2024-156 REVENUE ENHANCEMENT SERVICES ("RFP")).

6. Court has agreed to administer this Agreement on behalf of itself and the County, and all administrative matters will be handled between the Court and Contractor.

7. The parties agree that this Agreement, made up of this Standard Agreement and the Exhibits listed below and any referenced attachments ("Contract Documents"), contains the parties' entire understanding related to the subject matter of this Agreement and is mutually binding on the parties in accordance with its terms.
   Exhibit A1 – Statement of Work from RFP
   Exhibit A2 – Selected Portions of Contractor's Technical Proposal
   Exhibit B1 – Payment Provisions and Invoicing Procedures
   Exhibit B2 – Contractor's Cost Proposal
   Exhibit C1 – Standard Business Terms and Conditions 3.0
   Exhibit C2 – County Special Provisions

   It is the intention of both parties that all Contract Documents and RFP Documents be read and construed as a unified whole whenever possible. However, in the event of a conflict between the terms of the Contract Documents and/or RFP Documents, the following order of precedence shall

govern and determine which terms prevail:

1. Standard Agreement
2. Exhibit A1 – Statement of Work from RFP
3. Exhibit B1 – Payment Provisions and Invoicing Procedures
4. Exhibit C1 – Standard Business Terms and Conditions 3.0
5. Exhibit C2 – County Special Provisions
6. RFP Documents
7. Exhibit A2 – Selected Portions of Contractor's Technical Proposal
8. Exhibit B2 - Contractor's Cost Proposal

Any Amendments to this Agreement, starting with the most recent, shall take precedence over existing Contract Documents. In the event of a conflict between an Amendment and the terms of any other Contract Document, the terms of the Amendment shall prevail.

8. Insurance. Contractor must procure and maintain the insurance coverage as marked below. Exhibit C (Court Standard Business Terms and Conditions), Sections 19.1 and 19.2 describe the Court's specific insurance requirements.

☒ **Exhibit C1, Section 19.2 Insurance Requirements – Specific Coverages**
- ☒ Workers Compensation/Employer's Liability
- ☒ Comprehensive General Liability
- ☒ Business Automobile Liability
- ☒ Professional Liability
- ☒ Commercial Crime

Insurance certificates shall be sent to Ebix, the Court's insurance compliance and tracking provider, by using one of the methods listed below:

- By email to lacourt@ebix.com; or
- By fax to (770) 325-2046

9. **CONTRACT ADMINISTRATION**

PROJECT DIRECTORS: See Exhibit C1, Section 10 for roles and responsibilities of Project Directors.

COURT:	**CONTRACTOR:**
Christine Padilla Stanley Mosk Courthouse	Mark Lombardo, National Sales Manager
111 N. Hill Street, Room 105D	3150 El Camino Real Suite D
Los Angeles, CA 90012	Carlsbad, CA 92008
(213) 633-8511	(760) 213-4783
cmpadilla@lacourt.org	Mark.Lombardo@lgbs.com

PROJECT MANAGERS: See Exhibit C1, Section 10 for roles and responsibilities of Project Managers.

COURT:	**CONTRACTOR:**
Kendra King Stanley Mosk Courthouse	Renee Linnabary, Director of Operations
111 N. Hill Street, Room 616	5801 Soundview Drive Suite 50B
Los Angeles, CA 90012	Gig Harbor, WA 98335
(213) 633-1003	(206) 919-2088
kking@lacourt.org	Renee.Linnabary@lgbs.com

COURT'S CONTRACT ANALYST: See Exhibit C, Section 10 for role and responsibilities of Court's Contract Analyst:

COURT:
Theresa Jauregui Spring Street Courthouse
312 North Spring Street, 9th Floor, Procurement
Los Angeles, CA 90012
(213) 314-8717
tjauregui@lacourt.org

10. **NOTICES**: All contract specific correspondence, notices or demands required or permitted to be given or made under this Agreement shall be in writing, submitted by email, or by registered mail, or certified mail and shall be addressed to the Court and Contractor Project Directors, Project Managers, and Contract Analyst listed above, unless otherwise provided.

11. *[Section Intentionally Omitted]*

12. **Economic Sanctions**. Contractor certifies that Contractor is: (i) in compliance with economic sanctions imposed pursuant to applicable laws by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, "Economic Sanctions"); and (ii) not a target of Economic Sanctions. The Court may, at its sole discretion, suspend and/or terminate this Agreement upon written notice to Contractor if Contractor is not in compliance with, or is a target of, Economic Sanctions.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

AUTHORIZATION PAGE

IN WITNESS THEREOF, the Superior Court of California, County of Los Angeles has caused this Agreement to be subscribed by its Executive Officer/Clerk of Court, the seal of said Court is hereto affixed, the County of Los Angeles by order of its Board of Supervisors has caused this Agreement to be subscribed on its behalf by the Chair of said Board and attested by the Executive Officer/Clerk of the Board of Supervisors thereof, and LINEBARGER GOGGAN BLAIR & SAMPSON, LLP has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES

By: DocuSigned by: David Slayton 4735D96CBD7C458... Date: 6/5/2025

DAVID W. SLAYTON
Executive Officer/Clerk of Court

COUNTY OF LOS ANGELES

ATTEST:
EDWARD YEN
Executive Officer/Clerk
of the Board of Supervisors

By: _____
Chair, Board of Supervisors

By_____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: Jason C Carnevale Digitally signed by Jason C Carnevale Date: 2025.06.10 18:17:17 -07'00'
Deputy County Counsel

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

By: DocuSigned by: Lori Gruver FB00DF784C53440... Date: 6/4/2025

LORI GRUVER
Capital Partner/ General Counsel

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

EXHIBIT A1

STATEMENT OF WORK FROM RFP #2024-156

--- Begins on Following Page ---

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

REVENUE ENHANCEMENT SERVICES

STATEMENT OF WORK

RFP #2024-156

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

STATEMENT OF WORK
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
REVENUE ENHANCEMENT SERVICES

TABLE OF CONTENTS

SECTION **PAGE**

1.0 STATEMENT OF WORK 1

1.1 Scope of Work 1

1.2 Background 2

1.3 Category of Referral Types 2

2.0 CONTRACTOR'S GENERAL SERVICE REQUIREMENTS 4

2.1 General Service Requirements 4

2.2 Collection vendor compliance with Penal Code Section 1463.007 4

2.3 Contractor Service Requirements 5

3.0 CONTRACTOR'S SPECIFIC SERVICE REQUIREMENTS 6

3.1 Collections via Mail 6

3.2 Skip Tracing 7

3.3 Contacts via Telephone 8

3.4 Debtor Payment Options/Methods of Payment 9

3.5 Court Appearances 10

3.6 Debtor Failure to Comply with Notices of Delinquency & Telephone Calls 10

3.7 Account Management 11

3.8 Processing Debtor Payments 15

3.9 Debtor Services 20

3.10 Transmission of Account Information 24

3.11 Collections Online Requirements 27

3.12 Fees for Services 28

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

STATEMENT OF WORK
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
REVENUE ENHANCEMENT SERVICES

TABLE OF CONTENTS

SECTION **PAGE**

3.13 Revenue Recovered by Contractor 30
3.14 Return of Accounts 33
3.15 Collection Amnesty Program 34
3.16 Special Collections Programs 38
4.0 IMPLEMENTATION OF SERVICE 38
4.1 Implementation Deadline 38
4.2 Interface with Court Case Management Systems 38
4.3 Transition Plan 39
5.0 COUNTY/COURT RESPONSIBILITIES 39
5.1 Court Project Director 39
5.2 Court Project Manager 39
5.3 Collections Work Areas and Telephone Lines 40
6.0 CONTRACTOR'S RESPONSIBILITIES 40
6.1 Contract Project Manager 40
6.2 Contractor's Personnel 41
7.0 MONITORING OF CONTRACTOR'S PERFORMANCE 43
7.1 Performance 43
7.2 Non-Conformance 43
7.3 Audits 43
8.0 UNSATISFACTORY PERFORMANCE OF SPECIFIED SERVICES 44
8.1 Contract Discrepancy Report 44
9.0 REMEDIES 44
9.1 Non-Compliance 44

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

STATEMENT OF WORK
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
REVENUE ENHANCEMENT SERVICES

TABLE OF CONTENTS

SECTION **PAGE**

10.0 WORK QUALITY ISSUES..... 45

11.0 SECURITY AND CONTROL PROCEDURES 45

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

STATEMENT OF WORK
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
REVENUE ENHANCEMENT SERVICES

TABLE OF CONTENTS

SOW ATTACHMENTS

SECTION **PAGE**

ATTACHMENT A: COMPLAINT TRACKING LOG 47

ATTACHMENT B: REFERRAL FILE SPECIFICATION – CASE MANAGEMENT SYSTEM 48

ATTACHMENT C: PAYMENT/CONTINUANCE ARRAIGNMENT FILE SPECIFICATION 55

ATTACHMENT D: REFERRAL FILE SPECIFICATION - JMIS 58

ATTACHMENT E: PAYMENT FILE SPECIFICATION - JMIS 59

ATTACHMENT F: ANNUAL FINANCIAL REPORT TEMPLATE 60

ATTACHMENT G: COURT LOCATIONS 62

ATTACHMENT H: QUALITY CONTROL PLAN 64

ATTACHMENT I: DELIVERABLES 71

ATTACHMENT J: CONTRACT DISCREPANCY REPORT 75

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

1.0 STATEMENT OF WORK

1.1 SCOPE OF WORK

The purpose of this Statement of Work ("SOW") is to describe the scope of services in support of the comprehensive revenue enhancement program of the Superior Court of California, County of Los Angeles ("COURT") and the County of Los Angeles ("COUNTY"). Penal Code Section 1463.010 requires each superior court and county to develop a comprehensive court/county collection program to improve enforcement of court-ordered fees, fines, forfeitures, penalties, assessments, and restitution.

These services include collections of delinquent court ordered debt at the primary and secondary levels. The primary level will utilize multiple contractors simultaneously, up to three (3) vendors, at the discretion of the COURT. After primary collection efforts of one contractor are exhausted, selected delinquent accounts shall be referred to an alternate approved contractor for continuing collection efforts.

The COUNTY/COURT delinquent account collection services program is comprised of comprehensive collections of court ordered debt including, but not limited to:

a. fees, fines, forfeitures, penalties, and assessments arising from infractions, misdemeanor, felony, and traffic proceedings or actions;
b. criminal justice related fees, reimbursements, and other legally enforceable debts;
c. civil, family law, and juvenile law fees, including filing fees;
d. guardianship and conservatorship fees;
e. court-ordered sanctions;
f. court-ordered reimbursement for minor's counsel fees pursuant to Family Code Section 3150;
g. any other legally enforceable debt owed, or the Court has a right to collect.

This SOW is comprised of work requirements for the primary collection level. The primary collection level will involve multiple collection contractors, up to three (3) vendors, at the discretion of the COURT. Secondary collection efforts will be provided by the California Franchise Tax Board and are not a part of this solicitation.

1.2 BACKGROUND

Collection functions performed by the COUNTY/COURT may include, but are not limited to collection services noted in this scope of work, and the following: 1) generate courtesy notices indicating amount owed; 2) place driver license holds through the California Department of Motor Vehicles, if applicable; 3) generate delinquency and payment notices; 4) charge civil assessment penalties upon delinquency in accordance with statute; 5) facilitate internet and Interactive Voice Response ("IVR") payment arrangements and establish accounts receivable; 6) track cases through various court case management computer systems; 7) conduct financial evaluations to recover attorney fees and other fines/fees; 8) accept over-the-counter, IVR, internet and mail payments for delinquent and non-delinquent accounts, and; 9) establish payment plans for delinquent and non-delinquent accounts.

1.3 CATEGORY OF REFERRAL TYPES

The scope of collection services which may be referred to CONTRACTOR include, but are not limited to, the collection categories described herein:

- Infractions/Misdemeanors with Unadjudicated Bail (e.g., Traffic citations where a defendant fails to appear (FTA) before being sentenced).
- Infractions/Misdemeanors with Adjudicated Bail (e.g., Traffic citations where a defendant fails to pay (FTP) fines and/or fees after being sentenced).
- Misdemeanors/Felonies with Adjudicated Fines and Fees (e.g., Defendants who fail to pay fines and fees after being sentenced).
- Civil Fees and Sanctions (e.g., Fees, including filing fees and sanctions owed to the COURT. In addition, the COUNTY/COURT may seek reimbursement of civil filing fees on cases where a civil fee waiver was granted for an individual, or if the plaintiff is a governmental agency).
- Child Custody Evaluations (e.g., a Judicial Officer may order a party to reimburse the COUNTY/COURT for the cost of their child custody evaluation).
- Probate, Minor's Counsel Fees, Juvenile Dependency Fines and Fees (e.g., a Judicial Officer may order a party to reimburse the COUNTY/COURT for the cost of legal assistance from a court appointed attorney).
- Juror Sanctions (e.g., Jurors that fail to appear for jury service may be ordered to pay a COURT imposed sanction).
- Non-Sufficient Funds and or unresolved bankcard charge backs (e.g. returned checks due to non-sufficient funds).
- COUNTY/COURT reserves the right to refer additional types of accounts as deemed appropriate.

1.3.1 Referral Data –Primary Collections

The estimates below are for illustrative purposes only and COUNTY/COURT **does not guarantee** any particular case or dollar value of account referrals. Accounts available for referral may be distributed amongst multiple vendors, up to three (3) vendors, **at the discretion** of the COURT.

(FOR ILLUSTRATIVE PURPOSES ONLY)

REFERRAL TYPE	ESTIMATED AVG ANNUAL CASE VOLUME	NET ANNUAL CASE VALUE	AVERAGE PER CASE VALUE	PAST DUE AGE IN DAYS AT REFERRAL
Grand Total	**719,642**	**$327,446,278**	**$455**	**180**
Traffic FTA	426,000	$228,000,000	$535	180
Red-Light FTA	122,000	$59,500,000	$488	180
Non-Traffic FTA	25,000	$6,800,000	$272	180
Traffic FTP	15,500	$5,600,000	$361	180
Red-Light FTP	3,400	$1,070,000	$315	180
Criminal Fines & Fees	119,000	$23,500,000	$197	180
Juvenile Dependency	3,400	$1,450,000	$426	180
Juror Sanctions	4,800	$1,300,000	$271	180
Other Fines & Fees (e.g., Civil Sanctions, Minor's Counsel)	542	$226,278	$417	180

1.3.2 COUNTY/COURT CONTROL OF ACCOUNTS

- COUNTY/COURT reserves the right to modify the types of accounts referred.
- COUNTY/COURT retains the right to refer an account to another collection agency for collections, to attempt collection activity internally, and to cancel, recall or alter accounts that have been referred to CONTRACTOR for collection at any time.
- COUNTY/COURT reserves the right to utilize the services of the State of California Franchise Tax Board's Court Ordered Debt ("FTB COD") Collection Program, FTB Interagency Intercept Collections ("FTB Tax Intercept"), the Department of Motor Vehicles' Driver License Hold/Suspension Collection Services, and/or other collection entities and agencies as deemed appropriate.

2.0 CONTRACTOR'S GENERAL SERVICE REQUIREMENTS

2.1 GENERAL SERVICE REQUIREMENTS

CONTRACTOR shall, at minimum, perform the services enumerated herein. To maximize the rate of collection and minimize errors, CONTRACTOR may be required to perform services in addition to those listed herein.

- All work performed by the CONTRACTOR must only occur within the United States. Work shall not be sub-contracted or performed by an entity using call centers or resources outside of the United States.
- COUNTY/COURT is committed to protecting the confidentiality of personal data on accounts referred and ensuring that such data is processed only within the United States. CONTRACTOR represents that it has the capability to meet the confidentiality requirement of COUNTY/COURT during the entire period of the contract and any extension thereof.
- CONTRACTOR shall have the capability to interface with the case management and collection management systems of COURT and transmit relevant collection data in a frequency deemed acceptable by COURT.

2.2 COLLECTION VENDOR COMPLIANCE WITH PENAL CODE SECTION 1463.007

In providing services to COUNTY/COURT, CONTRACTOR must comply with these requirements of Penal Code Section 1463.007 as identified below:

1. Attempts telephone contact with delinquent debtors for whom the program has a phone number to inform them of their delinquent status and payment options.
2. Notifies delinquent debtors for whom the program has an address in writing of their outstanding obligation within a specified number of days of delinquency as directed by COUNTY/COURT.
3. Generates internal monthly reports to track collections data, such as age of debt and delinquent amounts outstanding, collections by age of case referral to collection contractor.
4. Sends delinquent accounts to the FTB Tax Intercept Program and/or FTB COD Program.
5. Uses the Department of Motor Vehicle information to locate delinquent debtors.
6. Establishes wage and bank account garnishments as directed by the Court where appropriate.
7. Places liens on real property owned by delinquent debtors as directed by the Court where appropriate.
8. Coordinate with the County's Probation Department to locate debtors

who may be on formal or informal probation.

9. Accepts payment of delinquent debt by credit card and debit card.
10. Uses local, regional, state, or national skip tracing or locator resources or services to locate delinquent debtors.
11. Uses an automated dialer or automated distribution system to manage telephone calls.
12. Uses Employment Development Department employment and wage information to collect delinquent debt.

The CONTRACTOR must immediately inform COUNTY/COURT if at any time they fail to meet the requirements listed above.

2.3 CONTRACTOR SERVICE REQUIREMENTS

- CONTRACTOR shall produce various reports as defined in Section 3.13.4 of the Scope of Work.
- CONTRACTOR shall conduct the following collection activities, pursuant to the Contract, in accordance with all applicable State and Federal Consumer and Collection Practice laws.
  - Obtain and maintain appropriate licenses, approvals, permits, and authorizations required by applicable laws throughout term of contract. CONTRACTOR will be responsible for all fees, costs and taxes associated with obtaining such licenses, approvals, permits and authorizations.
  - CONTRACTOR shall provide COUNTY/COURT a list of all pending and closed regulatory violations or non-compliances (e.g., Fair Debt Collection Practices Act ("FDCPA"), California Fair Debt Collection Practices Act ("CFDCPA"), Unfair, Deceptive, or Abusive Acts or Practices (UDAAP) violations under Frank-Dodd Wall Street Reform and Consumer Protection Act, and the Consumer Financial Protection Bureau ("CFPB") for the last five (5) years. In addition, CONTRACTOR shall immediately notify COUNTY/COURT of any new violations or instances of non-compliance. The list shall at minimum contain: the case or file number, type of debt, name(s) of the complainant(s), a brief explanation of the violation, and the outcome/resolution. COUNTY/COURT reserves the right to independently review any or all regulatory violations/non-compliances submitted.
- CONTRACTOR shall be legally capable and unrestricted in the business of pursuing collections on referred accounts anywhere within the United States.
- CONTRACTOR shall be required to report collection success on a monthly basis. The following formulas, subject to change, will be

used to calculate the CONTRACTOR'S success rate in collecting delinquent accounts referred by COUNTY/COURT:

$$\text{Collector Effective Index} = \frac{\text{Number of cases with payments received (current or prior)}}{\text{Number of cases referred (current or prior)}}$$

$$\text{First-Year Resolution Rate} = 1 - \frac{\text{Change in Value (current)}}{\text{Value of Cases Established (current)}}$$

3.0 CONTRACTOR'S SPECIFIC SERVICE REQUIREMENTS

3.1 COLLECTIONS VIA MAIL

3.1.1 All CONTRACTOR letters sent to debtors shall be pre-approved by the COURT Project Manager (PM).

3.1.2 CONTRACTOR shall employ "skip tracing" to obtain current debtor address and phone number.

3.1.3 CONTRACTOR shall issue the first Delinquency Letter upon receipt of debtor information by COURT and/or after obtaining a current address through "skip tracing." CONTRACTOR shall provide the debtor no more than thirty (30) days from the date of Delinquency Letter to respond to the first Delinquency Letter. If the address provided by COURT is incorrect, or if a letter is returned undeliverable, addressee unknown, etc., CONTRACTOR shall attempt to obtain a current address through "skip tracing" and commence issuing letters once a current address is obtained. Each letter shall:

- Identify CONTRACTOR;
- Inform the debtor of the origin of the debt and the current amount owed;
- Advise of the consequences of continued non-compliance as allowed by statue, such as wage garnishment, State tax refund intercept, and/or driver's license suspension, if applicable;
- Describe payment options available such as installment payment plans;

- Describe how payment may be remitted;
- Explain that a debtor with an Infraction with Unadjudicated Bail, Sanctions, Juror Sanction, Child Custody Evaluation, or other accounts as approved by COUNTY/COURT, who wish to dispute the debt must schedule a court appearance;
- List a toll free (e.g., "800") telephone number, which allows debtors to remit payment, schedule a court appearance and/or obtain general information;
- Provide a return envelope for the submission of payment;
- List the contractor's web page address, which allows debtors to remit payment.

CONTRACTOR shall not use or display the official seal or logo of the COURT on any of its letterhead or other communication with any debtor for any reason.

3.1.4 If the debtor does not respond by the 31st day of the date of mailing, CONTRACTOR shall issue a second letter provided the debtor has a valid address. Thereafter, letters with valid addresses shall be issued on a strategic basis, or until debt is satisfied in full or account is recalled/cancelled.

3.1.5 CONTRACTOR may issue additional letters as deemed necessary.

3.1.6 All correspondence issued by CONTRACTOR shall be accompanied by a Spanish language version of the correspondence.

3.2 SKIP TRACING

3.2.1 CONTRACTOR shall utilize "skip tracing" to obtain account information (e.g., address, telephone numbers, Social Security Number, etc.) on delinquent debtors for the purpose of collecting a debt.

3.2.2 CONTRACTOR shall perform "skip tracing" each month until the account is deemed uncollectible, transferred or until a current/correct address is obtained.

3.2.3 **CONTRACTOR shall** provide COUNTY/COURT with updated account information (e.g., address, telephone numbers, Social Security Number, etc.) upon request.

3.2.4 CONTRACTOR shall utilize the following resources as legally allowed and as necessary to obtain updated account information:

- Telephone Directories

- Credit Bureau Reports
- County Tax Assessor Records
- Current Voter Registration Records
- Debtor's financial and banking references
- Debtor's current or previous employers
- National Change of Address Database
- Department of Motor Vehicles
- Third party firms such as LexisNexis
- Relatives/Neighbors/Associates

3.3 CONTACTS VIA TELEPHONE

3.3.1 CONTRACTOR shall employ "skip tracing" to obtain a current telephone number if COUNTY/COURT is not able to provide CONTRACTOR with debtor telephone numbers.

3.3.2 CONTRACTOR shall initiate telephone calls to debtors once a telephone number is obtained.

3.3.3 CONTRACTOR shall interact with debtors in a professional and courteous manner and adhere to all rules and regulations governing collection practices in the United States (e.g. Fair Debt Collections Act and the Federal Trade Commission).

3.3.4 CONTRACTOR shall provide TTY/TDD services in English and Spanish, and multilingual translators in the following languages: Spanish, Chinese, Armenian, Korean, and Vietnamese, when requested by the customer. A certified service may be used (e.g. Certified Languages, Inc.).

3.3.5 CONTRACTOR shall maintain telephone contact with each debtor that is in non-compliance by initiating at least one (1) call per month. During the telephone call, CONTRACTOR shall:

- Identify CONTRACTOR;
- Inform the debtor of the origin of the debt and the amount owed;
- Advise debtor of the consequences as allowed by statue of continued non-compliance, such as wage garnishments, State tax refund intercept and/or driver's license suspension, if applicable;
- Describe payment options including installment payment plans;
- Describe how payments may be remitted;
- Explain that a debtor with an Infraction with Unadjudicated Bail, Sanction, Juror Sanction, Child Custody Evaluation or other

accounts as approved by COUNTY/COURT, who wish to dispute the debt, must schedule a court appearance.

3.4 DEBTOR PAYMENT OPTIONS/METHODS OF PAYMENT

3.4.1 CONTRACTOR shall provide debtors who wish to comply, but face financial hardships or difficulties, with a flexible alternative payment plan. CONTRACTOR may set the terms and conditions of the payment plan; however, interest and fees shall not be charged.

3.4.2 CONTRACTOR shall advise debtors of any COUNTY/COURT Ability to Pay programs available and direct the debtor where to obtain information (e.g., COURT website).

3.4.3 CONTRACTOR, at minimum, must accept the following types of financial instruments for payments for account balances:

- Cash (only at CONTRACTOR'S local business office(s) or where CONTRACTOR has provided clerical staff)
- Personal checks
- Bank debit cards
- Nationally recognized credit cards (e.g., MasterCard, Visa American Express, and Discover)
- Money orders
- Cashier's checks
- Bank certified checks

3.4.4 CONTRACTOR shall provide a statement and a return envelope to debtors who have established a monthly payment plan. The statement shall, at minimum, inform the debtor of the remaining balance, the minimum amount due and the payment due date.

3.4.5 CONTRACTOR shall ensure that when debtors submit personal checks, the case number or contractors file number, receipt number and defendant's last name appear on the check.

3.4.6 CONTRACTOR must provide debtor a receipt for all payments received in person at CONTRACTOR'S local business office(s).

3.4.7 CONTRACTOR shall accept debtor payments via the internet (see 3.9.2 Debtor Services, Internet Services).

3.5 COURT APPEARANCES

3.5.1 CONTRACTOR shall allow debtors to set a court appearance as directed by COUNTY/COURT. For example, on traffic failure to appear cases, a debtor retains the right to an arraignment/hearing. Therefore, upon request by a debtor, CONTRACTOR shall:

- Allow a debtor to schedule a court hearing, pursuant to COURT policy, on Traffic Failure to Appear accounts. For Civil Sanctions, Juror Sanctions, Child Custody Evaluations and Juvenile Dependency accounts direct the party to contact the Court.
- Schedule a court appearance on a day and time which has already been established by COURT (COURT will provide CONTRACTOR with dates and times for each location, as needed.)
- CONTRACTOR will be responsible for transferring a data file electronically of all court dates and court locations to the court's case management systems.
- If appropriate and with express debtor consent, CONTRACTOR may notify debtor of court date and account balance via text messaging.
- Upon scheduling a court appearance, immediately suspend all collection activity until COUNTY/COURT notifies CONTRACTOR collection activity to be resumed.
- Debtors who are referred with either Adjudicated Infractions/ Misdemeanors or Adjudicated Misdemeanors/Felonies accounts do not retain the right to an arraignment.

3.6 DEBTOR FAILURE TO COMPLY WITH NOTICES OF DELINQUENCY & TELEPHONE CALLS

3.6.1 Upon a Judicial Order from COURT, CONTRACTOR may initiate involuntary payment actions on debtors who fail to pay or establish a payment plan or satisfy their debt. COUNTY/COURT will provide a listing of types of accounts that are subject to involuntary payment actions.

3.6.2 CONTRACTOR shall perform the following steps for recalcitrant debtors with accounts identified by COUNTY/COURT that are subject to involuntary payment actions that fail to establish a payment plan or satisfy their debt:

- Complete the required paperwork and obtain the appropriate court orders to enforce a civil judgment for the actions listed in this SOW.
- Institute one or more of the following actions:
  - Bank Levy
  - Wage Garnishment

- Repossession of Property, including vehicle
- Real Property Liens

3.6.3 Any and all associated costs incurred in instituting the actions listed above shall be paid by the CONTRACTOR and reimbursed by the debtor upon collection of the debt. COUNTY/COURT will only pay commission on the referred amount and not on any associated collection costs.

3.7 ACCOUNT MANAGEMENT

3.7.1 Withdrawal of Account

COUNTY/COURT reserves the right to withdraw any account whenever COUNTY/COURT deems such an action appropriate and necessary. Generally, COUNTY/COURT will withdraw an account that meets, but may not be limited to any one of the following conditions:

- Account referred in error
- Account dismissed by a Judicial Officer
- Debtor is incarcerated
- Debtor is deceased
- Account is referred to another agency for continued collection efforts

3.7.2 COUNTY/COURT shall notify CONTRACTOR in writing, e-mail or other means of electronic messaging if such action is taken. Cases that are withdrawn from CONTRACTOR shall be removed from CONTRACTOR'S system within two (2) business days of receipt of notice from COUNTY/COURT. Accounts withdrawn shall be electronically transmitted from CONTRACTOR to COUNTY/COURT according to specifications by COUNTY/COURT.

- CONTRACTOR shall immediately cease all collection activity and close the account upon notice by COUNTY/COURT of withdrawal of the account. CONTRACTOR shall maintain a list of closed accounts.
- COUNTY/COURT reserves the right to take actions deemed necessary to recover debt from an account that has been withdrawn from CONTRACTOR.
- In the event that COUNTY/COURT withdraws an account, CONTRACTOR shall have no claim or right to compensation on any outstanding balance subsequently recovered by COUNTY/COURT, one of their agents, or another service provider on such accounts.

3.7.3 Accounts Deemed Inactive/Uncollectible

CONTRACTOR shall at minimum, every ninety (90) days, evaluate each account and report so that COUNTY/COURT may make a determination as to how collection activity should continue. Defining attributes that shall be reported to COUNTY/COURT by CONTRACTOR for accounts to be evaluated are:

- Missing or inaccurate contact information including phone number and address.
- Missing or inaccurate driver's license number.
- No contact with debtor for the past consecutive six months.
- Inactivity and no payment on account for the past consecutive six months.
- CONTRACTOR shall at minimum provide a monthly report to COUNTY/COURT on all accounts, including age of referral.
- In the event an account has been deemed inactive and returned to COUNTY/COURT, CONTRACTOR shall have no right to compensation on any outstanding balance subsequently recovered by COUNTY/COURT, one of their agents, or another service provider.

3.7.4 Transfer of Accounts Deemed Inactive or Uncollectible

COUNTY/COURT reserves the right to take actions deemed necessary to recover debt from an account that has been deemed inactive or uncollectible, including, but not limited to referral of such accounts to the State of California Franchise Tax Board or other collection entity. Accounts requested to be returned shall be transferred back to COURT within 10 business days.

- Accounts to be returned to COUNTY/COURT include, but are not limited to, the following:
  - Any account meeting the criteria in Section 3.7.3 "Accounts Deemed Inactive / Uncollectible"
  - Any account referred to CONTRACTOR for a period exceeding 12 months from the referral date that has not been transferred to FTB-COD pursuant to Section 3.7.4
  - Any account that CONTRACTOR has referred to FTB Interagency Intercept Collection pursuant to Section 3.7.5 that remains unresolved.
  - All accounts referred to CONTRACTOR for a period exceeding 12 months from the referral date that have no payment on the account for the past consecutive 90 days.

3.7.5 Transfer of accounts to Franchise Tax Board Court Ordered Debt (FTB COD)

- CONTRACTOR shall have the capability to interface with the FTB COD Program.
- Upon direction from COUNTY/COURT, the CONTRACTOR shall transmit selected collection inventory to the FTB COD for secondary collection efforts. COURT reserves the right to process referrals directly to FTB COD.
- Immediately upon transfer, CONTRACTOR shall transmit account information to update COURT collection management system.
- Upon referral of an account to the FTB COD, CONTRACTOR shall cease all collection activity on the account but, at a minimum, remain responsible for the following:
  - CONTRACTOR shall electronically send and receive account information to FTB COD in a format agreed upon by COUNTY/COURT and FTB COD.
  - Payment information received by CONTRACTOR from FTB COD will be electronically transmitted by the CONTRACTOR to COUNTY/COURT. The CONTRACTOR will be responsible for updating the CONTRACTOR'S collection system and transmitting payment information to COUNTY/COURT using the process described in Section 3.10 – Transmission of Account Information.
  - CONTRACTOR shall mail a notice to the debtor advising them that the CONTRACTOR no longer is pursuing collections, and the account has been referred to FTB COD.
  - Upon approval from COUNTY/COURT, CONTRACTOR may be required to refund to the debtor any over-collected amount received from FTB COD.
  - CONTRACTOR will be responsible for all costs associated with programming identification, transfer and separate reporting of accounts referred to the FTB COD.
  - CONTRACTOR shall schedule arraignment hearings, if applicable, and respond to inquiries from debtors, as necessary.
  - On a weekly basis, CONTRACTOR shall provide COURT with a report of arraignment hearings schedule for cases referred to FTB COD.

REFERRAL TYPE	*Estimated Annual Case Volume
Franchise Tax Board Court Ordered Debt	50,000

*Case volume provided is an estimate only. COUNTY/COURT **does not** guarantee any particular annual volume of accounts referred.

3.7.6 Collections Transfer of accounts to Franchise Tax Board Interagency Intercept Program (FTB TIP)

- CONTRACTOR shall have the capability to interface with the FTB Tax Intercept Program (FTB TIP).
- CONTRACTOR shall transmit selected collection inventory to FTB TIP for secondary collection efforts at the direction of COUNTY/COURT. COURT reserves the right to process referrals directly to FTB TIP.
- Upon referral of an account to the FTB Tax Intercept, CONTRACTOR shall remain responsible for the following:
  - CONTRACTOR shall electronically send and receive account information to FTB TIP in a format agreed upon by COUNTY/COURT and FTB TIP.
  - CONTRACTOR shall attempt and obtain debtor Social Security Number via skip tracing tools (e.g. LexisNexis).
  - Payment information received by CONTRACTOR from FTB TIP will be electronically transmitted by the CONTRACTOR to COUNTY/COURT. The CONTRACTOR will be responsible for updating the CONTRACTOR'S collection system and transmitting payment information to COUNTY/COURT using the process described in Section 3.10 – Transmission of Account Information.
  - CONTRACTOR shall mail a notice to the debtor advising them that the CONTRACTOR no longer is pursuing collections, and the account has been referred to FTB TIP.
  - Upon approval from COUNTY/COURT, CONTRACTOR may be required to refund to the debtor any over-collected amount received from FTB TIP.
  - CONTRACTOR will be responsible for all costs associated with programming identification, transfer and separate reporting of accounts referred to the FTB TIP.
  - CONTRACTOR shall be responsible for all costs associated with placing the accounts with FTB Tax Intercept.
  - CONTRACTOR shall be responsible for any costs associated with obtaining the debtors Social Security Number.
  - CONTRACTOR shall schedule arraignment hearings, if applicable, and respond to inquiries from debtors, as necessary.

- On a weekly basis, CONTRACTOR shall provide COURT with a report of arraignment hearings schedule for cases referred to FTB TIP.

REFERRAL TYPE	*Estimated Annual Case Volume
Franchise Tax Board Tax Intercept	100,000

*Case volume provided is an estimate only. COUNTY/COURT **does not** guarantee any particular annual volume of accounts referred.

3.8 PROCESSING DEBTOR PAYMENTS

3.8.1 Transfer of Funds

CONTRACTOR shall establish a separate bank account designated solely for processing debtor payments under the Contract and shall deposit all financial instruments (e.g., cash, checks, credit card remittances, etc.) received as debtor payments into this bank account (CONTRACTOR Bank Account). Each business day CONTRACTOR shall prepare an accounting of all debtor payments received on that day for specific litigation types, reconcile the account for any adjustments and transfer all funds into a designated COUNTY of Los Angeles Bank Account (COUNTY Bank Account) no later than 2:00 p.m. (PST) the following business day. For payments that cannot be transferred via the automated payment file and must be made via check, the CONTRACTOR shall transfer debtor payments for specified litigation types via check payable to the COURT once per month within five (5) business days of the end of the calendar month.

- Except where payments are unidentified, all payments shall be updated in CONTRACTOR'S computer system within one (1) business day.
- CONTRACTOR shall have a process to determine unidentified cases (see Section 3.8.3 - Unidentified Payments).
- All financial instruments, except personal checks (see Section 3.8.6), shall be deposited in the CONTRACTOR Bank Account as soon as received but no later than the close of the business day of their receipt.
- COUNTY will establish and have sole ownership over the COUNTY Bank Account. CONTRACTOR shall not have the right to withdraw funds from the COUNTY Bank Account.

3.8.2 Automated Clearing House Transfers and Reporting

The Automated Clearing House (ACH) transfer must equal the sum of all the payments on the daily payment report which include unidentified payments, other collections not on the payment report, less non-sufficient funds check amounts for that date. The dates of the ACH transfer and payment report must match.

3.8.3 Unidentified payments

Unidentified payments are those that the CONTRACTOR is unable to determine debtor identity (e.g., debtor mails payment to CONTRACTOR and does not provide identifying information). Unidentified payments received by CONTRACTOR shall be deposited daily into the CONTRACTOR Bank Account and ACH transferred into the COUNTY Bank Account.

- CONTRACTOR shall attempt to identify all unidentified payments within the thirty (30) calendar days of payment being received. If the CONTRACTOR cannot identify payment(s), the CONTRACTOR shall, by the fifth (5) business day of each following month, provide COUNTY/COURT with a report listing unidentified payments and attach any documents received with the payment (e.g., mailing envelope, enclosures). CONTRACTOR shall not issue any refunds on unidentified cases.
- CONTRACTOR shall not receive compensation on unidentified cases.

3.8.4 Incorrect Account Payments and Adjustments

On cases where CONTRACTOR applies payment to an incorrect account or case, CONTRACTOR shall provide COUNTY/COURT with a daily report listing the correct case where the payment should be applied. If payment should be refunded, CONTRACTOR shall provide supporting documentation.

- If CONTRACTOR transfers funds that are determined not to belong to a COUNTY/COURT referral, the CONTRACTOR shall provide documentation and submit a written request for refund.
- If CONTRACTOR believes that an adjustment to the COUNTY Bank Account is necessary, CONTRACTOR shall inform COUNTY/COURT of the following:
  - The amount in dispute
  - The reasons for the adjustments
  - Copies of any documentary evidence that supports CONTRACTOR'S claim

3.8.5 Cashier Variances / Discrepancies in Amounts Collected and Receipted

CONTRACTOR shall be responsible for all cashier variances, losses and other discrepancies between amounts collected and receipted by CONTRACTOR, such as shortages, counterfeit bills, etc. CONTRACTOR shall reimburse COUNTY/COURT for cashier variances, losses and any other discrepancies between amounts collected and receipted by CONTRACTOR on the day of collection.

3.8.6 Personal Check / Credit Card Verification

CONTRACTOR shall hold all personal checks received for five (5) days prior to transmitting payment to the COURT to determine whether the personal checks submitted by debtors are valid and are covered by sufficient funds. CONTRACTOR shall obtain verification or authorization for every credit card transaction submitted by a debtor.

3.8.7 Returned Checks

In the event a debtor submits a personal check that is returned to CONTRACTOR Bank Account as non-sufficient fund checks ("NSF"), or because the checking account is closed, CONTRACTOR shall attempt to recover those funds. If CONTRACTOR is unable to recover the funds within thirty (30) calendar days, CONTRACTOR may then recover monies on a Deposit Reconciliation by listing the NSF amount(s). The CONTRACTOR may assess a returned check fee to the check writer not to exceed $25 dollars.

CONTRACTOR shall submit to COUNTY/COURT a detailed NSF report by individual court locations that includes, at minimum, the following:

- Defendant name
- Citation/Case number
- NSF amount
- Receipt number

3.8.8 Credit Card Fees, Collection Costs, etc.

CONTRACTOR shall not pass any other additional fees not referred by COUNTY/COURT (e.g., collection costs, check verification fees, credit card fees, etc.) on to the debtor or COUNTY/COURT with one exception:

- Any associated costs incurred by the CONTRACTOR in instituting the involuntary payment actions listed in Section 3.6.2 may be passed on to the debtor.

3.8.9 Segregation of Accounts

The CONTRACTOR shall segregate all accounts referred by COUNTY/COURT from all other CONTRACTOR accounts (see

Section 3.8.1 – Transfer of Funds). All information relating to the accounts referred and assigned shall be kept confidential and shall not be open to examination for any purpose not directly connected with the servicing of the accounts by the CONTRACTOR.

The CONTRACTOR must track accounts by court locations and category of account. (Refer to Section 1.3.1 – Referral Data).

3.8.10 Internal Control Procedures for CONTRACTOR Staff at Court Locations

3.8.10.1 Cash handling and record keeping duties shall be appropriately separated by assigning different CONTRACTOR staff responsible for each duty. Any cash received should be receipted immediately and put in a safe or other secured location.

3.8.10.2 CONTRACTOR shall restrictively endorse all checks and money orders when the mail is opened each day. Immediately after receiving, payments shall be logged into a Control Log showing the date of payment, payment instrument (e.g., check, money order, cash), debtor's name, amount received, case number (if available) and number of the payment instrument. The Control Log is reviewed and signed by an employee with supervisor rank or greater. Payments should be posted immediately to the CONTRACTOR computer system and a system generated receipt report is reviewed and signed by a supervisor matching to the Control Log. The actual checks and money orders should be locked in a secure location with restricted or limited access until deposited during or at the end of the day. This location should remain locked during the day. Two (2) independent adding machine tapes, or other verification approved by COUNTY/COURT, should be run on the receipts and compared to actual cash and checks, and initialed by the two (2) mail openers.

3.8.10.3 All walk-in payments shall be receipted in the presence of the debtor by a CONTRACTOR employee who does not have the ability to post collections to debtor accounts.

3.8.10.4 Mail and walk-in payments shall be picked up by a CONTRACTOR employee for deposit in accordance

with section 3.8.1, who does not have cash handling duties or access to accounting records. This requirement can also be satisfied by the use of a private courier service to pick up the mail and walk-in payments, which is to be arranged by the CONTRACTOR. CONTRACTOR shall not use COURT courier services. Mail should be opened by at least two (2) employees in order to document and verify the amount of mail payments. These employees should not have access to accounting records or be collectors.

3.8.10.5 CONTRACTOR shall use receipts that are electronically system generated and controlled but in the event of system incapacity, offer pre-numbered, multi-part forms with copies for the debtor, accounting offices and one retained as a control copy. Each copy must be marked for distribution. Receipts are to be issued by CONTRACTOR'S clerical/administrative staff not by CONTRACTOR'S collectors.

- Issued receipts shall be numerically controlled and kept in a secure place. Office management staff should maintain accountability for all receipt stock and all used and voided receipts.
- A copy of the receipt must be given to the debtor by the CONTRACTOR'S clerical/administrative staff not by CONTRACTOR'S collectors. Signage should be posted in English and Spanish instructing the debtor to request and obtain a receipt from clerical/administrative staff.
- Receipts shall be used in numerical order.

3.8.10.6 All cash is to be secured and the receipt used for posting purposes. Unidentified, post-dated and NSF checks shall be accounted for and listed on a separate log that provides a complete audit trail from receipt to disposition.

3.8.10.7 CONTRACTOR'S office management staff shall reconcile the amount of mail and walk-in payments to the total deposit each day. The office management staff shall receive one (1) copy of the mail payment's tape and the amount of walk-in payments and compare them to the amount of the daily deposit slips and the post-dated and unidentified check logs.

3.8.10.8 CONTRACTOR shall submit written internal control procedures to COURT PM prior to commencement of contract. Written internal control procedures shall be maintained and periodically updated as necessary. CONTRACTOR personnel shall at least annually be instructed in said procedures. Office management staff shall continuously monitor operations to ensure compliance therewith. New employees shall be instructed within the first two (2) weeks of hire.

3.9 DEBTOR SERVICES

3.9.1 Telephone Services

CONTRACTOR shall provide a toll-free telephone number (e.g., 800 area code, etc.) so that debtors may be able to:

- Obtain information on the debt, such as status, amount due, payment options, etc.
- Schedule a court appearance
- Remit payment
- Establish a payment plan

CONTRACTOR shall provide an option that offers multilingual translation services in Spanish, Armenian, Chinese Mandarin, Korean and Vietnamese, provided by either multilingual collection staff and/or third-party services (e.g., Certified Languages, Inc.).

CONTRACTOR shall also provide a toll-free telephone number (e.g. 800 area code, etc.) for the hearing impaired with a telecommunication device (TTY/TDD) that offers the services specified above.

CONTRACTOR'S telephone services shall be available 24 hours a day, 7 days a week.

3.9.2 Internet Services

CONTRACTOR shall create and maintain a comprehensive website that allows a debtor to create and update a personal account profile(s), make payment(s), enter into installment payment plans and check balance(s) via the internet on the CONTRACTOR'S website.

COUNTY/COURT shall approve the website's form, functionality and available content and CONTRACTOR shall make programming

changes and updates at the direction of COUNTY/COURT. CONTRACTOR'S website shall maintain full compliance with applicable statutes and guidelines.

CONTRACTOR and COUNTY/COURT shall develop and maintain a website link between COUNTY/COURT and CONTRACTOR'S website.

3.9.3 Business Office/Call Center Locations and Services

CONTRACTOR shall have at least one (1) fully operational business office by the end of the Transition Period (see Section 4.0 – Implementation of Service). The business office/call center shall be open Monday through Friday from 6:00 a.m. through 7:00 p.m. PST. In addition, the business office/call center shall be open from 6:00 a.m. through 12:00 p.m. PST on Saturdays, and shall offer the following services which allow debtors to:

- Obtain information on the debt, such as status, amount due, payment options, etc.
- Schedule a court appearance
- Establish a payment plan
- CONTRACTOR shall provide multilingual translation in Spanish, Armenian, Mandarin Chinese, Korean and Vietnamese by own staff and/or third-party service (e.g. Certified Languages, Inc., etc.).

Business office/call center hours may be modified with the approval of the County/Court.

3.9.4 Debtor Refunds – Issuance and Determination of a Debtor Refund & Collection Fees on an Account when Monies are Refunded

COURT has the sole authority to issue debtor refunds and determine whether a refund is due. If CONTRACTOR believes that a refund should be issued to a debtor, CONTRACTOR shall provide COUNTY/COURT with the following information:

- The debtor's name, receipt and account numbers
- The amount in dispute
- The reasons for the refund
- Supporting documentation
- COUNTY/COURT will not compensate CONTRACTOR for services in the event COUNTY/COURT refunds the entire amount of collected money to a debtor (see Section 3.13.3 - Invoices which include Account NSF Checks, or Account with a Debtor Refund).

- In the event of a partial refund, the Collection Fee shall be adjusted to the amount of collected money retained by COUNTY/COURT.

3.9.5 Customer Service

3.9.5.1 Complaints

- The term "complaint" refers to any written, electronic or verbal protest lodged by a debtor, which alleges that CONTRACTOR, or one of its employees, engaged in inappropriate, unfair or harsh method(s) of collection, or conduct.
- In the event CONTRACTOR receives any verbal complaint, the CONTRACTOR shall immediately notify the COURT PM by telephone or email. The verbal notification shall be followed up in writing within three (3) business days.
- In the event the CONTRACTOR receives any written complaint, the CONTRACTOR shall immediately notify the COURT PM by telephone or email. The CONTRACTOR shall provide the COURT PM with a copy of any written complaint within three (3) business days of receipt.
- CONTRACTOR shall promptly investigate all complaints and provide a written report to the COURT PM regarding the disposition of each verbal and written complaint within fourteen (14) business days of receiving the complaint. At minimum the report shall include the following:
  - A copy of the complaint (if applicable)
  - Identification by name of CONTRACTOR employee(s)
  - Results of the investigation
  - A statement describing the corrective action taken to resolve and avoid a reoccurrence of such a complaint, if applicable
  - A response letter to the customer when directed by the COURT PM, if applicable
- CONTRACTOR shall also maintain a Complaint Tracking Log (Attachment A) and a system to track complaints to the individual accounts and CONTRACTOR employee(s) handling the account. CONTRACTOR shall provide copy of the log to the COURT PM each month covering

the prior month's activities.

3.9.6 Dispute of the Outstanding Balance

In the event a debtor disputes the bail on an Infraction/ Misdemeanor with Unadjudicated Bail, CONTRACTOR shall verify the case records with the Revenue Enhancement Unit and upon verification, continue with collection activities. If debtor continues to dispute, CONTRACTOR will inform the debtor that they may schedule a court appearance to dispute the balance/amount. CONTRACTOR shall suspend all collection activities immediately when the debtor schedules a court appearance. Collection activities shall resume only when directed by COUNTY/COURT (see Section 3.5 - Court Appearances).

3.9.7 Claim of Death

Upon receipt of a certified copy of a death certificate, CONTRACTOR shall forward to COUNTY/COURT a copy of the correspondence and the certified copy of the death certificate and deem the account uncollectible.

CONTRACTOR shall verify claims of death for which a certified copy of a death certificate is not received against the Social Security Administration Master Death File.

3.9.8 Claim of Incarceration

In the event the debtor submits documentary evidence which indicates that the debtor is incarcerated, CONTRACTOR shall forward to COUNTY/COURT a copy of the correspondence and the documentary evidence. Collection activities shall be suspended if the debtor is determined to be incarcerated 364 days or less. CONTRACTOR shall resume collection activity at the end of the incarceration period. For debtors incarcerated 365 days or more, the account shall be deemed uncollectible and returned to the COUNTY/COURT.

3.10 TRANSMISSION OF ACCOUNT INFORMATION

3.10.1 Data transmissions mentioned below will be processed by real-time application programming interface ("API") and/or an automated batch process by electronic file transfers. CONTRACTOR shall provide daily back-up provisions for electronic data. COURT will refer account information from multiple automated case management and information systems with multiple file layouts including but not limited to:

- Tyler Technologies' Enterprise Justice (formally Odyssey) case management - source of Infractions and Misdemeanors with Adjudicated and Unadjudicated Bail and Fine accounts and Adjudicated Misdemeanor and Felony delinquent accounts.
- Journal Technologies' eCourt case management – source of Civil, and Attorney Sanctions.
- JMIS – source of Juror Sanctions.
- Payment information from accounts referred via Tyler Technologies will be entered into the case management system.
- Payment information from accounts referred via eCourt will be entered into the case management system.

CONTRACTOR shall modify data transmission specifications, procedures and protocols when requested by COUNTY/COURT.

COURT reserves the right to add additional litigation types to the electronic file transfer process.

CONTRACTOR shall have the capability to develop and test the necessary interfaces with the COUNTY/COURT CMS prior to July 1, 2025. CONTRACTOR shall not be compensated for any development or programming changes necessary (i.e., changes due to legislation or policy decisions) to be able to interface with the COUNTY/COURT CMS and fulfill the requirements of this SOW.

3.10.2 Data Entry of Manual Referrals

CONTRACTOR shall be required to data input into their system any account information specified and referred by COUNTY/COURT that is a manual referral not transmitted through an interface with a case management system.

3.10.3 Determination of the Data to be Transmitted, Transaction Codes, etc.

- All data exchanges described in the processes below must be in compatible information system interfaces, specifications, code and formats as specified by COUNTY/COURT.
- The field definitions and specifications, data to be transmitted, and transaction codes for all the account information and/or electronic files listed below will be determined by COUNTY/COURT and CONTRACTOR.

3.10.4 Referral Information – Referrals from Case Management

System (CMS)

- COUNTY/COURT, at its discretion, shall refer delinquent accounts from the CMS to CONTRACTOR.
- COUNTY/COURT may refer delinquent accounts to CONTRACTOR by using the Odyssey Configuration Integration Publisher that allows COUNTY/COURT to send information directly to CONTRACTOR's web service endpoint in the form of an XML message for CONTRACTOR's consumption or by using a collections export file batch process determined by COUNTY/COURT. Illustrative sample is provided for in (Attachment B).
- COUNTY/COURT may refer delinquent accounts to CONTRACTOR by using eCourt API interfaces that allows COUNTY/COURT to send information directly to CONTRACTOR's web service endpoint in the form of an XML message for CONTRACTOR's consumption or by using a collections export file batch process determined by COUNTY/COURT.
- COURT Referrals shall correspond to CMS referral file specifications and may be subject to change.

3.10.5 Re-Referral Information – Re-Referrals from CMS

- COUNTY/COURT shall re-refer debtors who have scheduled a court appearance through CONTRACTOR and subsequently failed to appear in court.
- COUNTY/COURT shall either re-refer debtors through the CMS referral file, or through an alternate mechanism developed by CONTRACTOR and COUNTY/COURT.

3.10.6 Payment Information

The sum of all payments on file transmissions, manual and electronic, must equal the amount deposited into the COUNTY Bank Account, the sum of all the deposit slips, and the sum of all the payments listed on the payment report (see Section 3.13.6 - Payment Reports).

3.10.7 Payment Information – For Accounts Referred via CMS

- At a frequency to be determined, but no less than once daily, CONTRACTOR shall submit current payment information to COUNTY/COURT via a mechanism developed by CONTRACTOR and COUNTY/COURT.
- CONTRACTOR may notify COUNTY/COURT of payment information by submitting information required by Odyssey API web services or by submitting a payment import file

specified by COUNTY/COURT. For API interface, the Odyssey Integration Toolkit web services will use the information to update appropriate Odyssey components. Illustrative sample is provided for in (Attachment D).

- CONTRACTOR may notify COUNTY/COURT of payments collected by submitting information required by eCourt API web services or by submitting a payment import file specified by COUNTY/COURT. For API interface, the eCourt web services will use the information to update appropriate eCourt components. The payment file shall correspond to CMS file specifications and may be subject to change.

3.10.8 Uncollectible Information – For Accounts Referred via CMS

- As requested by COUNTY/COURT, CONTRACTOR shall return accounts deemed uncollectible to COUNTY/COURT via electronic file.
- CONTRACTOR shall return such accounts to COUNTY/COURT with any updated account information obtained (e.g., addresses, telephone numbers, Social Security Numbers, etc.).
- The uncollectible file shall correspond to COUNTY/COURT CMS specifications.

3.10.9 Court Appearance Information

At minimum once each day or a frequency specified by COUNTY/COURT and in a manner specified by COUNTY/COURT, CONTRACTOR shall submit court appearance information.

3.10.10 Updated information to CONTRACTOR on COUNTY/ COURT Accounts

As needed, COUNTY/COURT will inform CONTRACTOR with any updated account information. A mechanism to provide this information to CONTRACTOR will be developed by CONTRACTOR and COUNTY/COURT.

3.10.11 Updated Information on COUNTY/COURT Accounts from CONTRACTOR

- As requested by COUNTY/COURT, CONTRACTOR shall submit updated account information obtained (e.g., addresses, telephone numbers, Social Security Numbers, etc.).
- As requested by COUNTY/COURT, the Updated Account Information File shall correspond with the CMS specifications,

and/or other alternative formats as specified by COUNTY/COURT.

3.10.12 Modification of file layouts

COUNTY/COURT has the right to modify file layouts identified above and COUNTY/COURT shall provide CONTRACTOR with new file layouts and a reasonable time period to implement.

3.11 COLLECTIONS ONLINE REQUIREMENTS

3.11.1 CONTRACTOR shall provide designated COURT staff with "On-line" access, or a direct computer link to CONTRACTOR'S referred account database

- COURT locations with CONTRACTOR'S staff assigned (see Section 6.2.2 – CONTRACTOR'S Personnel at Various COURT Locations) will require full access to the CONTRACTOR'S computer system (e.g., input, inquiry, etc.)
- Designated COURT staff will require inquiry access only to the CONTRACTOR'S computer system.

3.11.2 On-line Capabilities

At minimum the on-line system shall provide the following information:

- Account Number
- Debtor Name
- Debtor Address
- Identifying Information (e.g., Date of Birth, Driver's License Number and Social Security Number)
- Court Appearance Date
- Updated/Current Address (e.g., addresses found via Skip Tracing)
- Account Status (e.g., Paid, Open, Closed, Withdrawn, Uncollectible)
- Amount Due
- Amount Paid
- Balance Due
- Last Date of Payment
- Last Notice Date
- Account History
- General Comments

3.12 FEES FOR SERVICES

3.12.1 Invoices

CONTRACTOR shall invoice COUNTY/COURT only for collection fees for services that have resulted in the remittance of financial instruments (e.g., cash, checks, credit card remittances, etc.) to CONTRACTOR and subsequent deposit of the financial instruments into COUNTY Bank Account. CONTRACTOR shall not be compensated for activities on accounts for which debtor payments are not obtained.

CONTRACTOR shall be compensated only for services that result in the collection of revenue. COUNTY/COURT will not compensate CONTRACTOR for expended services in the event debtor payment is not obtained.

The amount of the CONTRACTOR'S invoices shall be calculated in accordance with the following formula: Commission Rate (%) x total collections deposited in COUNTY Bank Account during the period of the invoice.

CONTRACTOR shall submit to COUNTY/COURT an invoice each month by the 5th business day of the month for the prior month's deposits to the COUNTY Bank Account. Invoice shall be presented to COUNTY/COURT under the conditions and with the information set forth in Section 3.13.1 – Cycle for Submission of Invoices. An invoice without the required information will not be approved for payment.

All invoices submitted by the CONTRACTOR for payment must have the written approval of the COURT PM prior to any payment thereof. In no event shall COUNTY/COURT be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than three (3) weeks from receipt of properly prepared invoices by the COURT PM.

3.12.2 Payment on Accounts with a Court Appearance after referral

In the event a debtor appears in court and subsequently pays the debt, COUNTY/COURT will compensate CONTRACTOR the amount that is adjusted (e.g., if a debtor's balance is reduced from $550.00 to $350.00 at a court appearance, and payment is made, the Collection Fee will be based on the new court ordered amount).

3.12.3 Dismissed Accounts

CONTRACTOR shall not receive compensation on any account that has been dismissed or suspended at a court appearance wherein a

subsequent court fee has been imposed or otherwise dismissed or suspended by judicial order.

CONTRACTOR shall not receive compensation on an account where community service has been granted in lieu of fine.

3.12.4 Failure to Pay Accounts

- CONTRACTOR shall not receive compensation on an account in the event a debtor fails to pay the debt after a court appearance.
- COUNTY/COURT reserves the right to take actions deemed necessary to recover debt from a debtor who has failed to pay after a court appearance.
- CONTRACTOR shall not receive compensation in the event that COUNTY/COURT, one of its agents, or another service provider, recovers revenue on a debtor who failed to pay the debt after a court appearance.

3.12.5 Partial Payments/Prorated Fees

The Commission Rate shall be based on the amount of gross revenue collected. For example, if a partial payment is made, commission shall only be paid on the partial payment amount.

3.12.6 Payment on Accounts Deemed Uncollectible, or Withdrawn by COUNTY/COURT

COUNTY/COURT will not compensate CONTRACTOR for an account collection if the debtor's payment, in whole or part, is received by COUNTY/COURT, one of its agents, another service provider, or the CONTRACTOR after an account has been returned by CONTRACTOR to COUNTY/COURT as Uncollectible or for accounts withdrawn by the COUNTY/COURT.

3.12.7 Accounts with NSF Checks

- CONTRACTOR shall not receive compensation for services in the event a debtor submits a NSF check or a chargeback is received on a debit/credit card transaction.
- Bank imposed NSF check fees charged to the CONTRACTOR may be added (maximum of $25.00) to the account balance. CONTRACTOR may attempt to collect bank imposed fees after the COURT referral amount is satisfied. CONTRACTOR shall not receive compensation from COUNTY/COURT on NSF check fees charged to the CONTRACTOR. CONTRACTOR shall not transmit or pass bank-imposed fees to COUNTY/COURT.
- CONTRACTOR is not entitled to commission on bank-

imposed fees.

3.13 REVENUE RECOVERED BY CONTRACTOR

CONTRACTOR shall not deduct its fee directly from any collected revenue. CONTRACTOR shall receive payment from COUNTY/COURT by submitting an invoice as identified in Section 3.12 of this SOW.

3.13.1 Cycle for Submission of Invoices CONTRACTOR shall submit an invoice once per month. Invoices shall only include collection fees.

- Invoices must correspond with and include, an itemized list of the ACH transfers into the COUNTY Bank Account made during the billing cycle.
- The invoice should be itemized by litigation type and case and include, at a minimum, the following information:
  - Case Number
  - Party ID
  - Client Code
  - Date Paid
  - Debtor Name
  - Amount Referred
  - Amount Paid on the Invoice
  - Total Amount Paid to Date
  - CONTRACTOR'S Commission Cost on Current Payment
  - CONTRACTOR'S Total Commission Cost Charged to Date
  - Civil Assessment Amount Collected, if applicable
  - Total Civil Assessment Amount Collected to Date, if applicable
  - Fine Amount Enclosed
  - Total Fine Amount Collected to Date
  - Balance Due
- The invoice must be subtotaled for each COURT location.
- The invoice must be subtotaled by referral and litigation type (e.g., Traffic FTA, Traffic FTP, Criminal FTP, etc.)

3.13.2 Revenue Recovered after a Court Appearance

- CONTRACTOR'S invoices shall not include accounts which were set for a court appearance.
- In the event revenue is collected by COURT on accounts that were set for a court appearance, CONTRACTOR shall provide supporting documentation of the payment as instructed by COUNTY/COURT. COUNTY/COURT will determine the total amount to be compensated for each

monthly billing cycle, and will compensate CONTRACTOR accordingly.

3.13.3 Invoices which include Accounts with NSF Checks, Chargebacks or Accounts with a Debtor Refund:

- COUNTY/COURT will not compensate CONTRACTOR for services provided on accounts with NSF checks, chargebacks or debtor refunds.
- In the event of a partial refund, COUNTY/COURT will remit to CONTRACTOR a collection fee that is adjusted to the amount of collected money retained by COUNTY/COURT.
- In the event invoices include accounts with NSF checks, chargebacks or debtor refunds, COUNTY/COURT will deduct the amounts of the NSF checks, chargebacks or the debtor refunds from the invoice.
- In the event CONTRACTOR is compensated for accounts with NSF checks, chargebacks or debtor refunds, COUNTY/COURT will deduct the appropriate remitted amount from CONTRACTOR'S next invoice.

3.13.4 Reporting Requirements

At a minimum, the CONTRACTOR shall generate and provide the following reports to COUNTY/COURT no later than the tenth business day of each month:

- A summary listing of accounts by account type referred in a given month;
- A summary description of account activity and status. This report should include, but may not be limited to the following: case number, status, amount due, amount paid, balance, collection activities and court appearances;
- A summary description of month-to-date and year-to-date performance. This report should include, but may not be limited to: amount referred, amount collected, amount outstanding, amount adjudicated by the court, rate of collection, open accounts and paid accounts;
- The number of accounts with civil assessment added to the fine/bail;
- The number of debtors that paid their account in full within ten (10) days of the CONTRACTOR'S first collection letter;
- Gross and net placements and gross revenue collected;
- The number of court dates set by the CONTRACTOR

by individual court location;
- The number of installment plans received and initially set up;
- The average installment payment amount;
- The number of calls made by CONTRACTOR;
- The number of calls received by CONTRACTOR;
- The number of collection letters sent by CONTRACTOR;
- The number of letters returned undeliverable;
- A detailed listing of all accounts deemed to be uncollectible;
- On an as-needed basis, provide a report, which lists all currently active accounts for which collection is still being pursued.

- A quarterly aged inventory report
- The format and appearance of the above reports will be determined by COUNTY/COURT.
- COUNTY/COURT reserves the right to request additional ongoing and or ad hoc reports as deemed necessary.

3.13.5 Judicial Council of California (JCC) Report

On an annual basis, the Superior Courts of the State of California and the Counties of the State of California are required to complete and submit to the JCC a *Collections Reporting Template* with aggregate referred and collected amount for all COUNTY/COURT collections programs to which Contractor is providing collections services. At no additional costs to COUNTY/COURT, CONTRACTOR shall provide the required data to COUNTY/COURT on a quarterly and annual basis. The current data that needs to be provided is included in the Collections Reporting Data (Attachment F – subject to change).

3.13.6 Payment Reports

Once each business day, CONTRACTOR shall submit a payment report via email to COUNTY/COURT.

- The sum of all the payments listed on the payment report must equal the amount transferred via ACH into the COUNTY Bank Account, the sum of all the payments on the electronic file and/or payment tapes.
- The payment report shall provide a detailed list of all debtors who paid, including, but not limited to the following elements:
  - Receipt number
  - Client code
  - Account number
  - First and last names

- Type of financial instrument used to make payment (e.g., cash, checks, credit cards, etc.)
- Amount paid

- The payment report should be sorted by receipt number.
- The payment report shall include grand totals for the number of accounts paid and the amounts collected.
- In the event no payments were received, CONTRACTOR shall submit a payment report, which indicates that no payments were received.

3.14 Return of Accounts

Upon termination of the Contract by either COUNTY/COURT or CONTRACTOR, CONTRACTOR shall return to COUNTY/COURT all accounts, and copies of records and information in their possession relating to said accounts such as refreshed addresses, which were obtained by CONTRACTOR.

3.14.1 Accounts and related information will be returned in the formats specified in Section 3.10 -Transmission of Account Information, or in alternative formats as specified by COUNTY/COURT.

3.14.2 At the end of the Contract period, CONTRACTOR shall promptly return to COUNTY/COURT all previously referred accounts and all records and/or files pertaining to such accounts. In no case shall CONTRACTOR continue working the accounts and no commissions will be paid on monies received by the CONTRACTOR from the debtors upon termination of the Contract.

3.14.3 All account payment funds received by CONTRACTOR after contract termination shall be forwarded to COUNTY/COURT within three (3) business days of receipt. Any post-dated checks in CONTRACTOR'S possession will be voided and given to COUNTY/COURT to arrange for replacement from the maker(s).

3.14.4 Any legal actions in progress at the time of contract termination shall be provided to COUNTY/COURT within fifteen (15) days of termination.

3.14.5 Within forty-five (45) days of termination of this Contract, CONTRACTOR shall submit to COUNTY/COURT, in the form and with the certification and reports as may be prescribed by COUNTY/COURT, its termination claim and invoice. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY/COURT may determine, on the basis of information available to COUNTY/COURT, the amount, if any, due

to CONTRACTOR in respect to the termination. Such determinations shall be final. After such determination is made, COUNTY/COURT shall pay CONTRACTOR the amount so determined.

3.14.6 CONTRACTOR shall house and maintain all records related to their Contract performance for a minimum of five (5) years after contract termination at their office(s). COUNTY/COURT will have the right to inspect these records at any time within this five (5) year period.

3.15 COLLECTION AMNESTY PROGRAM

Pursuant to any enacted California Statute(s) providing amnesty debt relief on delinquent debt(s) to specified individuals, COUNTY/COURT shall establish an amnesty program that will be administered in its entirety by the CONTRACTOR as directed by COUNTY/COURT.

As directed by COUNTY/COURT, CONTRACTOR shall segregate and perform collection activity on accounts eligible for amnesty.

CONTRACTOR shall accept only the amount authorized/specified by the COUNTY/COURT as full payment.

CONTRACTOR shall segregate and process payments received during the amnesty program in the same manner as described in Section 3.8 and/or as required by Judicial Council guidelines.

As required by Judicial Council guidelines, CONTRACTOR shall provide the required reporting of data of the Amnesty Program to COUNTY/COURT. (Attachment G). The CONTRACTOR shall be compensated only on the amount collected.

3.15.1 Advertising and Marketing Campaign

The CONTRACTOR shall provide advertising and marketing services for an Amnesty Program appropriate to the community, including but not limited to:

- Public Service Announcements (PSA) developed for the local community in radio and/or television (e.g. Spanish and other languages) with a message approved by COUNTY/COURT;
- Traditional advertising media services such as newspapers, magazines, posters, hand-out material, and mailed notices;
- Modern social media such as Instagram, LinkedIn, TikTok, X (formerly Twitter) and Facebook;
- A plan for the utilization of the above communication methods beginning not less than 90 days prior to the start of any program.

All proposed advertising and marketing services are to be pre-approved by COUNTY/COURT.

3.15.2 Reporting Requirements

CONTRACTOR shall comply with the reporting requirements set forth in any statute and in compliance with Judicial Council guidelines.

CONTRACTOR shall also provide real-time reports required by COUNTY/COURT through a dashboard that is accessible by the COUNTY/COURT. The dashboard shall include, but not be limited to, the following information:

- Account inventory
- Aged Inventory Report
- Collections year-to-date
- Collections month-to-date
- Collections based on age of case referral
- Number of accounts on payment plan
- Number of accounts defaulted on payment plan
- Number of accounts with no contact
- Number of accounts with no payments
- Number of accounts paid in full
- Deceased, incarcerated and other inactive statuses

The information above shall be available by litigation area. The CONTRACTOR shall provide sample reports to COUNTY/COURT for approval prior to the implementation.

3.15.3 Acknowledgement Report

Upon request, CONTRACTOR shall provide a complete list to the COUNTY/COURT of all accounts by account category each time the COUNTY/COURT refers accounts to CONTRACTOR. The report shall be provided within two (2) business days following the date the CONTRACTOR can access the referral, and will list as applicable:

- Party ID
- Debtor’s name
- Case number
- Bail or fine due date
- Amount of bail or fine referred

3.15.4 Daily Payment Transmittal Report

CONTRACTOR shall provide the COUNTY/COURT a daily payment information report, on the next business day, reflecting the prior day’s

payments. The daily payment transmittal report will include a listing of every account upon which payment has been made, and for each such account, where applicable:

- Party ID
- Debtor's name
- Case number
- Total paid
- Installment paid (if applicable)
- Amount paid with personal check that has not yet cleared

3.15.5 Daily Adjustment Report

On the business day following the processing of any adjustment on any account, CONTRACTOR will provide the COUNTY/COURT with a daily report of each account where an adjustment has been made to any amount referred or owed. In addition, the report will summarize each day's adjustment reasons by category of "Cash" or "Non-Cash." Examples of adjustment reasons are as follows:

(a) Cash-related Adjustment

~Returned Check
~Misapplied Payment
~Overpayment

(b) Non-Cash related Adjustment

~Referred in error by COURT
~Incorrect referral amount
~Payment collected by COURT (only in the event of payment taken by COURT since all forms of payments should be directed to the CONTRACTOR).

3.15.6 Account Status Report

Upon request, CONTRACTOR will provide COURT with a complete listing of all such COURT accounts, by location, currently held by the CONTRACTOR. The report shall be in an electronic media that does not require the CONTRACTOR or COURT to produce a hard copy report. The account status report will include all relevant information deemed necessary by COUNTY/COURT and include at minimum where applicable, 1) party ID; 2) debtor's name; 3) case number; 4) bail or fine amount referred; and 5) total payment and adjustments 6) installments; 7) fines/fees and assessments reduced. The account status report will be sorted alphabetically by debtor's last name.

3.15.7 Collection Analysis Report

Within five (5) business days after the end of each calendar month, or unless otherwise agreed in writing, Contractor will provide a

summary of collections for the month and include referrals in numbers and dollar value, gross collections in dollars and percentages matched against the month the account was placed, non-cash adjustments and commission expense in dollars and percent, and accounts remaining.

3.15.8 Transition Services

Upon termination of the Amnesty Program, CONTRACTOR shall continue to forward all payments received on any accounts referred by COUNTY/COURT. If payment activity continues on an account after termination and said account does not default from the program, the payments are forwarded to the COUNTY/COURT until satisfaction of the debt according to program parameters and the COUNTY/COURT will pay CONTRACTOR the commission rate identified for the Amnesty Program. If upon termination of the Amnesty Program there is no payment activity on account for 90 days and said account is in default of the Amnesty Program, the CONTRACTOR will cease collection activity and refer account to the Franchise Tax Board Court Ordered Debt collection program. CONTRACTOR will not receive commission from payment on accounts referred to other agencies or collection entities after termination of the Amnesty Program.

3.16 SPECIAL COLLECTIONS PROGRAMS

COUNTY/COURT will provide specifications for collection programs unique to COUNTY/COURT and CONTRACTOR shall implement and administer the programs as directed.

3.16.1 Manual Fines/Fees Referrals

As directed by COUNTY/COURT, CONTRACTOR shall accept manual referrals of certain fines/fees by maintaining a transmittal log and data entering case information received from COUNTY/COURT via hard copy. Upon collecting payment, CONTRACTOR will submit a report listing the case number, defendant's name, court location, payment date, receipt number, and amount paid (full or partial). Payment processing shall follow procedures specified in section 3.8 Processing Debtor Payments.

4.0 IMPLEMENTATION OF SERVICE

4.1 IMPLEMENTATION DEADLINE

CONTRACTOR shall meet and implement the full range of services and requirements described in this SOW within four (4) weeks of the Los

Angeles COUNTY Board of Supervisors' approval of the contract between COUNTY/COURT and CONTRACTOR.

4.2 INTERFACE WITH COURT CASE MANAGEMENT SYSTEMS

CONTRACTOR shall have the capability to develop and test the necessary interfaces with the COUNTY/COURT CMS prior to July 1, 2025. However, depending on the availability of COURT resources necessary to implement the programming changes to support referrals to multiple primary vendors, initial referrals to CONTRACTORS may be implemented on a staggered basis.

4.3 TRANSITION PLAN

CONTRACTOR must provide a transition plan detailing how they will implement the full range of services and requirements described in this SOW within fifteen (15) business days after contract execution.

5.0 COUNTY/COURT RESPONSIBILITIES

5.1 COUNTY PROJECT DIRECTOR

COUNTY/COURT shall appoint a COURT Project Director ("CPD") that will have overall responsibility for managing the Contract and the work to be performed by the CONTRACTOR.

5.1.1 CPD Functions

The CPD shall perform the following functions:

- Ensure that the objectives of this Contract are met.
- Provide direction to CONTRACTOR in areas related to COUNTY/COURT policy, information requirements and procedural requirements.
- The CPD will not be authorized to make any changes in any of the terms and conditions of this Contract and will not be authorized to further obligate the COUNTY/COURT in any respect whatsoever.

5.2 COURT PROJECT MANAGER

COUNTY/COURT shall appoint a COURT Project Manager ("Court PM") that will have responsibility for the day-to-day management of the work to be performed. The Court PM shall be the primary contact person between the COUNTY/COURT and the CONTRACTOR and shall confer with the CONTRACTOR'S Project Manager on a regular basis.

5.2.1 COURT PM Functions

The Court PM shall perform the following functions:

- Oversee the deliverables and invoices from CONTRACTOR.
- Review, approve and recommend all correspondence related to this Contract.
- Approve the assignment of CONTRACTOR'S Project Manager and employees. The Court PM may request the removal of the CONTRACTOR'S Project Manager and/or other employee if the Court PM determines that it is in the best interest of the COUNTY/COURT.
- Monitor, evaluate and prepare periodic reports on CONTRACTOR'S performance.
- Provide instruction to CONTRACTOR'S Project Manager regarding clerical staff facility assignments in accordance with Section 6.2.2 – CONTRACTOR'S Personnel at Various Locations.
- The Court PM will not be authorized to make any changes in any of the terms and conditions of this Contract and will not be authorized to further obligate the COUNTY/COURT in any respect whatsoever.

5.3 COLLECTIONS WORK AREAS AND TELEPHONE LINES

If COUNTY/COURT determine that CONTRACTOR is to provide staff at designated high-volume courthouses that would benefit from having CONTRACTOR staff on-site, COURT will provide CONTRACTOR on-site staff with work areas and telephone lines. COURT will permit CONTRACTOR'S employees access to COURT lunchrooms and restrooms where available.

6.0 CONTRACTOR'S RESPONSIBILITIES

6.1 CONTRACT PROJECT MANAGER

6.1.1 CONTRACTOR must provide and name a Contract Project Manager ("Contract PM") who shall act as a liaison for the CONTRACTOR and will have full authority to act on behalf of the CONTRACTOR in all matters related to the daily operation of the contract. The CONTRACTOR'S Contract PM must have at least five (5) years' experience managing collection projects of similar scope and complexity for courts or government agencies.

6.1.2 CONTRACTOR'S Contract PM shall be available to the Court PM for on-site consulting. CONTRACTOR'S Contract PM shall attend at

minimum monthly meetings to discuss and resolve problems at the direction of COURT PM.

6.1.3 CONTRACTOR'S Contract PM shall work with the Court PM to resolve any potential areas of difficulty before a problem occurs.

6.1.4 CONTRACTOR shall name a backup Contract PM. The CONTRACTOR'S backup Contract PM must have at least five (5) years' experience managing collection projects of similar scope and complexity for courts or government agencies. In the absence of CONTRACTOR'S Contract PM, the backup Contract Project Manager shall be available via telephone between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

6.1.5 CONTRACTOR'S Contract PM shall respond within twenty-four (24) hours to requests made by COUNTY/COURT between 8:00 a.m. and 5:00 p.m., Monday through Friday, and at other times as requested by the COURT PM.

6.1.6 The CONTRACTOR shall inform the COURT PM in writing of the name, address and telephone number of the individual designated to act as Contract PM and his/her backup.

6.1.7 CONTRACTOR shall provide the COURT PM with a current list of employees/management assigned to this contract, within five days after contract approval and at a minimum, every month to keep this list current during the term of this Contract.

6.1.8 CONTRACTOR shall provide small combination safe(s) for the CONTRACTOR'S clerical staff to store their revolving funds and any monies collected.

6.1.9 CONTRACTOR shall provide a representative for COURT collection meetings, as requested by the COURT PM.

6.1.10 CONTRACTOR shall advise the COURT PM at a minimum of three (3) business days before terminating or suspending any CONTRACTOR clerical staff assigned to work at a COURT location.

6.1.11 CONTRACTOR shall maintain membership with the California Association of Collectors during the term of the Contract.

6.2 CONTRACTOR'S PERSONNEL

6.2.1 CONTRACTOR'S personnel must meet the following requirements:

- CONTRACTOR shall have the sole right to hire, suspend, discipline, or discharge employees. However, any CONTRACTOR employee who is performing unsatisfactorily (in the opinion of the COURT PM) will be removed from service under this Contract immediately.
- Employee performing services for COUNTY/COURT must be over the age of eighteen (18).
- Employee performing services for COUNTY/COURT must fluently read, write, speak and comprehend English.
- Employee performing service at a COURT facility shall have a thorough knowledge of the work to be performed, the performance standards to be met, and the special needs of the COURT facility being served.
- CONTRACTOR'S employees shall not bring visitors into any COURT facility; shall not bring in any forms of weapons or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol/drugs; shall be subject to authorized search; shall conduct themselves in a professional manner at all times; shall not cause any disturbance in the facility; and otherwise are subject to all rules and regulations in accordance with applicable COUNTY/COURT policy.
- CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge that identifies the employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is within the confines of COURT facilities.
- CONTRACTOR employees shall conduct services within the United States (US) geographic boundaries and shall not use call centers or agents from non-US countries.

6.2.2 CONTRACTOR must have the capacity to provide personnel at locations specified by COUNTY/COURT (Attachment H - court locations):

- At the discretion of the Court, CONTRACTOR shall provide full/part-time clerical staff to various COURT locations to assist in the processing of accounts referred for collections in a manner that supports the volume of transactions processed at the location. In addition, the CONTRACTOR will provide sufficient clerical staff back-up and managerial staff as needed by COUNTY/COURT. CONTRACTOR'S staff must be trained in related aspects of CONTRACTOR'S business (e.g., CONTRACTOR'S automated systems).
- CONTRACTOR'S staff shall be responsible for the following types of assignments, including, but not limited to:

- Assist clients at the window
- Answer telephones
- Receipt payments
- Answer technical questions related to collections
- Set court dates for clients
- Troubleshooting issues
- Provide COUNTY/COURT with weekly status reports
- Provide other adhoc reports as requested by COUNTY/COURT

- COUNTY/COURT needs may vary. CONTRACTOR employees assigned to work at a COURT location may be reassigned to any COURT location by the COURT PM to ensure the needs of COUNTY/COURT are met. If coverage is needed, a staff replacement must be at the COURT job location within two (2) hours of being notified by COURT.
- CONTRACTOR will provide COUNTY/COURT the method for supervision of CONTRACTOR'S employees assigned to COURT locations.
- For each clerical staff, CONTRACTOR shall provide a personal computer at current industry standards and all necessary computer peripherals (e.g., printers, modems, etc.). In addition, CONTRACTOR shall provide clerical staff with all necessary office products (writing instruments, forms, file folders, fax machines as determined by COUNTY/COURT, etc.) to perform their job functions.

7.0 MONITORING OF CONTRACTOR'S PERFORMANCE

7.1 PERFORMANCE

Performance shall be monitored using monthly reports discussed in Section 3.13.4 (Reporting Requirements) and evaluated quarterly. In addition, COUNTY/COURT shall monitor the CONTRACTOR'S performance to the Contract based on, but not limited to, the Performance Requirements listed on the Quality Control Plan 2024 (Attachment I) and Deliverables (Attachment J).

7.2 NON-CONFORMANCE

If CONTRACTOR performance does not conform to all requirements in this SOW and is unsatisfactory, the COURT PM shall write a Contract Discrepancy Report ("CDR"), (Attachment K) and forward it to CONTRACTOR. CONTRACTOR shall respond within five (5) working days upon notification by COURT PM and correct the discrepancy, at CONTRACTOR'S expense, if any.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

COURT PM shall monitor all requirements described herein. COURT PM may from time to time provide comment on these services but will not unreasonably interfere with CONTRACTOR performance.

7.3 AUDITS

COUNTY/COURT may, at its discretion, direct or conduct Financial, Operational or other audits of the CONTRACTOR'S performance to ensure CONTRACTOR'S compliance with all requirements specified in this SOW.

8.0 UNSATISFACTORY PERFORMANCE OF SPECIFIED SERVICES

8.1 CONTRACT DISCREPANCY REPORT

In the event CONTRACTOR provides less than satisfactory performance of any service, or compliance with any requirement specified in this SOW, COUNTY/COURT shall issue, within five (5) business days to CONTRACTOR, a CDR. Additionally, COUNTY/COURT may apply one or more of the following remedies as deemed necessary:

8.1.1 COUNTY/COURT may require CONTRACTOR to implement a formal corrective action plan, which will be subject to COUNTY/COURT'S approval. The corrective action plan must include:

- The reasons for the unacceptable level of performance, or failure to provide the specified services;
- Descriptions of the specific steps to return performance to an acceptable level; and,
- Descriptions of monitoring methods that will be implemented to prevent recurrence.

8.1.2 COUNTY/COURT may withhold account referrals until COUNTY/COURT determines the CONTRACTOR is providing the specified service.

8.1.3 COUNTY/COURT may exercise termination rights under the Contract between CONTRACTOR and COUNTY/COURT.

8.1.4 In the event COUNTY/COURT applies any of the above sanctions, COUNTY/COURT will notify CONTRACTOR in writing of the sanction(s) applied and the reason(s) for the sanction(s).

9.0 REMEDIES

9.1 NON-COMPLIANCE

When CONTRACTOR'S performance is not in compliance with the requirements of the SOW, COURT PM shall document unsatisfactory performance and may, if CONTRACTOR'S performance remains unsatisfactory, exercise its right up to and including termination of the Contract.

10.0 WORK QUALITY ISSUES

Questions regarding the quality and direction of work performance will normally be handled between COURT PM and CONTRACTOR, but if and when COUNTY/COURT finds that important work matters are not being properly handled by CONTRACTOR and that previous management efforts by COUNTY/COURT have failed to achieve desired results, COUNTY/COURT may exercise remedies under the Contract.

11.0 SECURITY AND CONTROL PROCEDURES

11.1 CONTRACTOR shall apply General Accepted Accounting Principles in the management and processing of COUNTY/COURT accounts as well as preparation and maintenance of financial records and reports.

11.2 CONTRACTOR shall provide COUNTY/COURT a list of all pending and closed litigation, judgments, arbitrations, investigations or other controversy pending for the last five (5) years, to which CONTRACTOR or its principals were a party.

In addition, CONTRACTOR shall immediately notify COUNTY/COURT of any new litigation. The list shall at minimum contain: the case number, court venue and jurisdiction, a brief explanation of the litigation/judgment and the outcome/resolution.

11.3 CONTRACTOR shall be responsible for safeguarding any/all COUNTY/COURT property in accordance with this SOW. CONTRACTOR shall ensure the confidentiality of information and require all CONTRACTOR personnel providing services in conjunction with the Contract to sign a CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT attached to the Sample Contract as Exhibit G1. Employee Confidentiality Contracts must be submitted within three (3) business days of employee's start of work.

11.4 CONTRACTOR shall develop and submit to COUNTY/COURT within five (5) business days of execution of the Contract, Security and Control

Procedures. The procedures shall identify methods used by CONTRACTOR to ensure that COUNTY/COURT property is safeguarded at all times while in CONTRACTOR'S possession. Security and Control procedures should include but are not limited to: ensuring the security of COUNTY/COURT forms, case management systems, cash handling responsibilities (if applicable). CONTRACTOR shall notify the COUNTY PM of any changes to Security and Control Procedures within ten (10) business days of making a change.

11.5 CONTRACTOR shall develop and maintain a written Quality Control Plan to ensure compliance with all of the CONTRACTOR'S responsibilities as set forth in this SOW. The CONTRACTOR'S initial plan shall be submitted within five (5) business days after execution of the contract. Updates shall be submitted to the COUNTY PM for approval within ten (10) business days. The Plan shall include, but not be limited to, the following information:

11.5.1 The activities to be monitored on either a scheduled or unscheduled basis, how often monitoring will be accomplished and the title of the individual(s) who will perform the monitoring.

11.5.2 Methods for identifying deficiencies in the quality of service before the level of performance becomes unacceptable and not in compliance with the contract.

11.5.3 Methods for documenting the monitoring results and, if necessary, the corrective action taken.

11.5.4 CONTRACTOR shall provide COUNTY/COURT a quarterly audit showing the results of the Quality Control Plan (Attachment I).

11.5.5 CONTRACTOR shall have an independent audit performed over service organization controls and maintain a clean audit opinion in accordance with Service Organization Controls (SOC1) reports – formerly Statement on Auditing Standards (SAS) No. 70 Type 2 Report. This audit shall be performed annually, and the independent auditor's report submitted to the COUNTY PM.

11.6 CONTRACTOR'S internal account processing shall also include a History of Activity for each account, which lists the type and date of all activities, such as letters, telephone calls, involuntary actions, etc., employed by CONTRACTOR.

SOW ATTACHMENT A

COMPLAINT TRACKING LOG

Date of Complaint	Collector's Name (If Applicable)	Complaint	Case Number	Customer's Name	Action Taken by CONTRACTOR	Date CPM Notified

SOW ATTACHMENT B

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

REVENUE COLLECTION

REFERRAL FILE SPECIFICATION – CASE MANAGEMENT SYSTEMS

The following are typical referral record layouts from case management systems to CONTRACTOR:

Tyler Technologies Referral Record Specification

File Type: Pipe Delimited (|) (Note: 1st field will not be started with a pipe, Last field will not end with a pipe)

Client Placement Detail Record				
Field	**Type**	**Req or Opt**	**Definition**	
Record Type	Char	Req	(**A**) for New Referral, (**BC**) for a Balance Change, (**PC**) for a Party Change, (**R**) for Recall	If there are both party and balance updates on a case, we will send two rows. The same data, however, will be presented in each of the rows.
Party ID	Char	Req	Party ID (Unique party identifier)	
Case Number	Char	Req	Case Number	
Citation Number	Char	Opt	Citation # from the Citation	
Law Enforcement Agency (LEA)	Char	Opt	If Criminal Traffic: 'Agency Name from Citation (4 digit code), If other criminal or other case category: Arrest LEA	Note: This field will be used to identify 'Red Light' cases. (LEAs: 7414, 7640, 7647, 7648, 7663, 7664, 7673, 7678, 7684, 7687 or 7688)
Court (ELM, MET, etc.)	Char	Opt	Detail Tab - Court	
Court Division	Char	Opt	Detail Tab - Court	
Case Type	Char	Req	Case Type Description	
Debt Type (Case Status)	Char	Req	Case Status Description (Ex. FTA / FTP)	
DOB	Char	Opt	Date of Birth YYYYMMDD	
DOD	Char	Opt	Date of Death YYYYMMDD	
DL #	Char	Opt	Driver's License Number	
DL State	Char	Opt	Driver's License State 2 digit code (CA, OR...)	
First Name	Char	Opt	Party First Name	Business process: Delinquent businesses will not be sent to Primary Collection Vendor.
Middle Name	Char	Opt	Party Middle Initial	
Last Name	Char	Opt	Party Last Name	
Suffix	Char	Opt	Party Suffix	
Address	Char	Opt	Address Line 1, Current Known, then Correspondence	Business process: delinquent parties with foreign addresses will not be sent Primary Collection Vendor.
Address2	Char	Opt	Address Line 2, Current Known, then Correspondence	
City	Char	Opt	City, Current Known, then Correspondence	

State	Char	Opt	State, Current Known, then Correspondence	
Zip	Char	Opt	Zip + 4, Current Known, then Correspondence	
Phone #	Char	Opt	Phone Number, Current Known, If multiple types, select in this order: cell, home, work Format: xxxxxxxxxx	
Extension	Char	Opt	Extension	
Phone Type	Char	Opt	Phone Type (Ex. Work, Cell…)	
Email	Char	Opt	Email Address	
SSN	Nbr	Opt	Format: xxxxxxxxx	
Party Type	Char	Opt	Extended Connection description, (Ex: defendant, plaintiff, juvenile)	
Vehicle-Plate	Char	Opt	From Citation	
Vehicle Plate State	Char	Opt	From Citation	
Violation	Char	Req	Offense Description, All offenses on case (count order), Delimited using ~ (tilde)	
Statute	Char	Req	Statute, All offenses, (same order as Violation field) Delimited using ~ (tilde)	
Offense Date	Date	Req	Offense (violation) Date, Format: YYYYMMDD	This was determined to be a single date. Note: If for any reason there are multiple charges with different dates, we will take the 1st one.
Payment Plan Due Date	Date	Opt	Payment Plan 'Payoff' Date Format: YYYYMMDD	This will be the latest payoff date if there are more than one payment plan schedule on a payment plan.
Case Due Date	Date	Req	Case Due Date Format: YYYYMMDD	
Future Payment Due Date (FP)	Date	Opt	Case Due Date Format: YYYYMMDD *Only sent for a change (BC or PC) record*. This will be sent if there is either a balance change or a party change, if the date was updated. .	
Initial Referral - Base Fine and PA	Amount	Req (*for A Record only - at least one of 4 columns must be populated)*)	Total balance of fee codes being referred to collections for the first time, based on mapping. (Base Fine and PA) Format: 50.00 (2 decimal places) *Only populated for an A record.*	New Mapping on fee code: Base Fine & PA

Initial Referral - Fees	Amount	Req (*for A Record only - at least one of 4 columns must be populated)*)	Total balance of fee codes being referred to collections for the first time, based on mapping (Fees). Format: 50.00 (2 decimal places) *Only populated for an A record.*	New Mapping on fee code: Fees
Initial Referral - Civil Assessment	Amount	Req (*for A Record only - at least one of 4 columns must be populated)*)	Total balance of fee codes being referred to collections for the first time, based on mapping (*Civil Assessment*). Format: 50.00 (2 decimal places) *Only populated for an A record.*	New Mapping on fee code: Civil Assessment
Initial Referral - Program Fee	Amount	Req (*for A Record only - at least one of 4 columns must be populated)*)	Total balance of fee codes being referred to collections for the first time, based on mapping (*Amnesty Fee Program*) Format: 50.00 (2 decimal places) *Only populated for an A record.* .	New Mapping on fee code: Amnesty Program Fee
Payments - Base Fine and PA	Amount	Opt	Sum all payment and payment void transactions, based on mapping. Total amount of mapped fee codes (*Base Fine & PA*) Format: 50.00 (2 decimal places) *Note: Exclude any payment with a payment type mapped to Collection Agency Payment*	New Mapping on fee code: Base Fine & PA *Existing Payment Type mapping, 'Payment' will be used to identify payments received from the collection agency.*
Payments - Fees	Amount	Opt	Sum all payment and void transactions, based on mapping Total amount of mapped fee codes (*Fees*) Format: 50.00 (2 decimal places) *Note: Exclude any payment with a payment type mapped to Collection Agency Payment*	New Mapping on fee code: Fees *Existing Payment Type mapping, 'Payment' will be used to identify payments received from the collection agency.*
Payments - Civil Assessment	Amount	Opt	Sum all payment and void transactions, based on mapping Total amount of mapped fee codes (*Civil Assessment*) Format: 50.00 (2 decimal places) *Note: Exclude any payment with a payment type mapped to Collection Agency Payment*	New Mapping on fee code: Civil Assessment Existing Payment Type mapping, 'Payment' will be used to identify payments received from the collection agency.

Payments - Program Fee	Amount	Opt	Sum all payment and void transactions, based on mapping Total amount of mapped fee codes (*Amnesty Fee Program*) Format: 50.00 (2 decimal places) *Note: Exclude any payment with a payment type mapped to Collection Agency Payment*	New Mapping on fee code: Amnesty Program Fee *Existing Payment Type mapping, 'Payment' will be used to identify payments received from the collection agency.*
Adjustments for Adjudication - Base Fine and PA	Amount	Opt	Sum all adjudication adjustment transactions Total amount of mapped fee codes (*Base Fine & PA*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Base Fine & PA, New Mapping on Adjustment Reason Code: LA Adjustment Transaction Adjudication
Adjustments for Adjudication – Fees	Amount	Opt	Sum all adjudication adjustment transactions. Total amount of mapped fee codes (*Fees*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Fees New Mapping on Adjustment Reason Code: Adjudication
Adjustments for Adjudication - Civil Assessment	Amount	Opt	Sum all adjudication adjustment transactions. Total amount of mapped fee codes (*Civil Assessment*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Civil Assessment New Mapping on Adjustment Reason Code: Adjudication
Adjustments for Adjudication - Program Fee	Amount	Opt	Sum all adjudication adjustment transactions. Total amount of mapped fee codes (*Amnesty Fee Program*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Amnesty Program Fee New Mapping on Adjustment Reason Code: Adjudication
Adjustments in Error - Base Fine and PA	Amount	Opt	Sum all 'adjustment in error' transactions Total amount of mapped fee codes (*Base Fine & PA*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Base Fine & PA New Mapping on Adjustment Reason Code: LA Adjustment Transaction In Error
Adjustments in Error - Fees	Amount	Opt	Sum all 'adjustment in error' transactions Total amount of mapped fee codes (*Fees*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Fees New Mapping on Adjustment Reason Code: LA Adjustment transaction In Error
Adjustments in Error - Civil Assessment	Amount	Opt	Sum all 'adjustment in error' transactions Total amount of mapped fee codes (*Civil Assessment*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Civil Assessment New Mapping on Adjustment Reason Code: LA Adjustment Transaction In Error

Adjustments in Error - Program Fee	Amount	Opt	Sum all 'adjustment in error' transactions Total amount of mapped fee codes (*Amnesty Fee Program*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Amnesty Program Fee New Mapping on Adjustment Reason Code: LA Adjustment Transaction In Error
Other Transactions - Base Fine and PA	Amount	Opt	Sum all remaining transaction types Total amount of mapped fee codes (*Base Fine & PA*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Base Fine & PA (*Other transactions will include new assessments, payment adjustments, payment reversals, credits, charge reductions, remaining adjustments and reversals of these transactions)*
Other Transactions - Fees	Amount	Opt	Sum all remaining transaction types Total amount of mapped fee codes (*Fees*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Fees *(Other transactions will include new assessments, payment adjustments, payment reversals, credits, charge reductions, remaining adjustments, and reversals of these transactions)*
Other Transactions - Civil Assessment	Amount	Opt	Sum all remaining transaction types Total amount of mapped fee codes (*Civil Assessment*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Civil Assessment *(Other transactions will include new assessments, payment adjustments, payment reversals, credits, charge reductions, remaining adjustments, and reversals of these* transactions)
Other Transactions - Program Fee	Amount	Opt	Sum all remaining transaction types Total amount of mapped fee codes (*Amnesty Fee Program*) Format: 50.00 (2 decimal places)	New Mapping on fee code: Amnesty Program Fee *(Other transactions will include new assessments, payment adjustments, payment reversals, credits, charge reductions, adjustments, and reversals of these transactions)*
Restitution	Amount	Opt	Total amount of victim restitution (not assessed to case) Format: 50.00 (2 decimal places) *"Not yet implemented"*	Waiting until Criminal decides how restitution will be recorded.
Previous Payment	Amount	Opt	Cumulative total of all payments on case, prior to going to collections. Format: 50.00 (2 decimal places) *Only populated for initial referrals (A record).*	
Last Payment Date	Date	Opt	Date of last payment on case prior to going to collections, Format: YYYYMMDD *Only populated for initial referrals (A record)*	
Last Payment Amount	Amount	Opt	Amount of last payment on case prior to going to collections, Format: 50.00 (2 decimal places) *Only populated for initial referrals (A Record)*	
Violation City	Char	Opt	From citation (Location of Violation)	

Vehicle Speed	Char	Opt	From CA Speeding Charge Component: Speed Amount field	
Speed Limit	Char	Opt	From CA Speeding Charge Component: Speed Limit field	
Non-Traffic Indicator (PED in License)	Char	Opt	From Citation: Vehicle Type = '60 - Pedestrian - including electric personal assistance' This field will be populated with 'Y' if the vehicle type qualifies. Otherwise it will be null.	
Judge Name	Char	Opt	Detail Tab - Judicial Officer	
Appearance Date	Date	Opt	Appear By Date, (Configured on Case Type) Format: YYYYMMDD	
Recall Type	Char	Opt	From case event mapping (text) When a case is recalled, a case event should be added to the case (configured with the 'Recall' collection status). The case event will have the LA Collections Recall Type mapping configured (ex. Bankruptcy, death ….) *This should only be populated for Recall record type.*	New: Mapping on event: LA Collections Recall Type Mapping will be a text field *(Note: There should be a case event configured for each type of recall that should be identified in the export file.*
Bankruptcy Filed	Date	Opt	Bankruptcy Filed Event Date, Format: YYYYMMDD, *Note: This field will only be populated if there is a recall, initial referral, balance update, or party update. Adding a bankruptcy event to a case will not trigger the case to be sent on the export file*.	Mapping on event: LA Collections Export Bankruptcy Filed
Bankruptcy Discharged	Date	Opt	Bankruptcy Discharged Event Date, Format: YYYYMMDD *Note: This field will only be populated if there is a recall, initial referral, balance update, or party update. Adding a bankruptcy event to a case will not trigger the case to be sent on the export file.*	Mapping on an event: LA Collections Export. Bankruptcy Discharged
Warrant Type	Char	Opt	Warrant Type Description, This will be selected based on a mapping on the warrant type. This will be the most current, active warrant on the case. Note: This field will only be populated if there is a recall, initial referral, balance update, or party update. Adding a warrant to a case will not trigger the case to be sent on the export file.	Mapping on an event: LA Collections Export Warrant

I-Hold Date	Date	Opt	Warrant Date Format: YYYYMMDD	

Legend		
REQ (Required)	A field defined as required must be populated in order for the record to be included in the file. The record will be dropped to an error file if a required field is missing	
Opt (Optional)	An optional field will always be sent on the export file if it is populated. If it is missing, the record will still be sent.	

SOW ATTACHMENT C

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
REVENUE COLLECTION

PAYMENT/CONTINUANCE ARRAIGNMENT
FILE SPECIFICATION

The following are payment/continuance arraignment record layouts from CONTRACTOR to payment interface of the case management systems:

Odyssey Payment Record Specification (subject to change/update)

Client Placement Detail Record			
Field	**Type**	**Req or Opt**	**Definition**
Party ID	Char	Req	Party ID (Unique party identifier)
Case Number	Char	Req	Case Number
First Name	Char	Opt	Party First Name
Middle Name	Char	Opt	Party Middle Initial
Last Name	Char	Opt	Party Last Name
Suffix	Char	Opt	Party Suffix
Address	Char	Opt	Address Line 1, Current Known, then Correspondence
Address2	Char	Opt	Address Line 2, Current Known, then Correspondence
City	Char	Opt	City, Current Known, then Correspondence
State	Char	Opt	State, Current Known, then Correspondence
Zip	Char	Opt	Zip + 4, Current Known, then Correspondence
Phone #	Char	Opt	Phone Number, Current Known, If multiple types, select in this order: cell, home, work Format: xxxxxxxxxx
Extension	Char	Opt	Extension
Phone Type	Char	Opt	Phone Type (Ex. Work, Cell…)
Email	Char	Opt	Email Address
SSN	Nbr	Opt	Format: xxxxxxxxx
Payments			
Payments	Amount	Req	1. Based on fee code priorities. 2. The Payment Type, Tender Method, Cashiering Station, and Till the transaction uses are determined by the Collection Agency Payment Configuration page.

PRIMARY COLLECTION VENDOR Receipt Number	Char	Opt	This will be stored in the Tender Method Ref# field. The tender method will need to be configured to have the reference # as an optional or required field.
PRIMARY COLLECTION VENDOR Receipt Date	Date	Opt	
Void Indicator	?	Opt	
Recalled cases	Char	Opt	If set to Yes, the Return Event configured on the Import parameter page will be added to the case. Note: The event should be configured to complete the Initial Collection Status (add the end date).
Programs - Events to be added			
Amnesty 50%	Yes/Null	Opt	If yes, trigger the Amnesty CBR. The event configured on the OCA will be added to the case.
Amnesty 20%	Yes/Null	Opt	If yes, trigger the Amnesty CBR. The event configured on the OCA will be added to the case.
Amnesty No Reduction	Yes/Null	Opt	If yes, do not trigger Amnesty CBR
Amnesty Program Fee	Yes/Null	Opt	If set to 'Yes', add the event mapped as LA Amnesty Fee Program. The event will be configured to assess the fee. *Note: This fee can only be assessed once to a case party.*
D-Hold Event	Yes/Null	Opt	Is yes, add event to case.
One Third Down Event	Yes/Null	Opt	Is yes, add event to case.
FTA / FTP			

FTP Hold Release event	Yes/Null	Opt	1. If yes, add DMV FTP Hold Release event to case. 2. The DMV CBR will pick up the case event and send to the DMV.
FTA Hold Release event	Yes/Null	Opt	1. If yes, add DMV FTA Hold Release event to case. 2. The DMV CBR will pick up the case event and send to the DMV.
FTP Hold event	Yes/Null	Opt	1. If yes, add DMV FTP Hold event to case. 2. The DMV CBR will pick up the case event and send to the DMV.
FTA Hold event	Yes/Null	Opt	1. If yes, add DMV FTA Hold event to case. 2. The DMV CBR will pick up the case event and send to the DMV.
Add Hearing			
Case Event			
Event Date			
Hearing Date	Date	Opt	
Hearing Time	Time	Opt	
Hearing Node ID		Opt	
Event Status			
Judge			

SOW ATTACHMENT D

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

REVENUE COLLECTION

REFERRAL FILE SPECIFICATION – JMIS

The following is a sample referral record layout for JMIS Case Management System to CONTRACTOR:

					R = Required			
File name: lasjs_place.txt					O = Optional			
					Action Code Field Requirements			
Field No.	Position	Field Name	Length	Value/Comments	A	C	P	M
1	1-35	Name	35		R	R	R	R
2	36-70	Street	35		R	R	R	R
3	71-85	City	15		R	R	R	R
4	86-87	State	2	Like “CA”	R	R	R	R
5	88-97	Zip	10	Like “91002-1234”	R	R	R	R
6	98-103	Census	6	Like “123456”	R	R	R	R
7	104-112	JID	9	Like “123456789”	R	R	R	R
8	113-142	CourtName	30	Like “Pasadena Courthouse“	R	R	R	R
9	143-150	LastChanceServeDate	8	If null, then 8 blank spaces	R	R	R	R
10	151-158	OSCHearingDate	8	If null, then 8 blank spaces	R	R	R	R
11	159-165	Original SancAmount	7	Right justified, leading blank spaces. If null, then 7 blank spaces If $250.00 then "25000" This field will be ignored for adjustments (M) and payments (P).	R	Blank	Blank	Blank
12	166-172	AdjustmentAmount	7	Right justified, leading blank spaces. If null, then 7 blank spaces If $250.00 then "25000"	Blank	Blank	Blank	R
13	173-180	PaymentDueDate	8	If null, then 8 blank spaces	R	Blank	O	O
14	181-188	DMVID	8	If null, then 8 blank spaces	O	O	O	O
15	189-198	ROVID	10	If null, then 10 blank spaces	O	O	O	O
16	199-207	SSN	9	“000000000” If null then 9 blank spaces	O	O	O	O
17	208-219	HomePhone	12	Format: 999-999-9999; If null, then 12 blank spaces	O	O	O	O
18	220-231	WorkPhone	12	If null, then 12 blank spaces	O	O	O	O
19	232-235	WorkPhoneExtension	4	“0000” If null, 4 blank spaces	O	O	O	O
20	236-243	DOB	8	If null, then 8 blank spaces	O	O	O	O
21	244-245	PresentSworn	2	“01” = present and sworn “02” = not present and sworn If null, 2 blank spaces	O	O	O	O
22	246-246	GCServiceCode	1	“A” = order to pay “C” = order to vacate "P"=payment to court "M"=adjustment amount	R	R	R	R
23	247-254	Payment Amount	7	Right justified If null, then 7 blank spaces If 250.00 then 25000	Blank	Blank	R	Blank
24	254-261	PaymentID	7	If null, 7 blank spaces.	Blank	Blank	O	Blank
25	262-266	Filler	4	4 blank spaces	Blank	Blank	Blank	Blank

SOW ATTACHMENT E

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

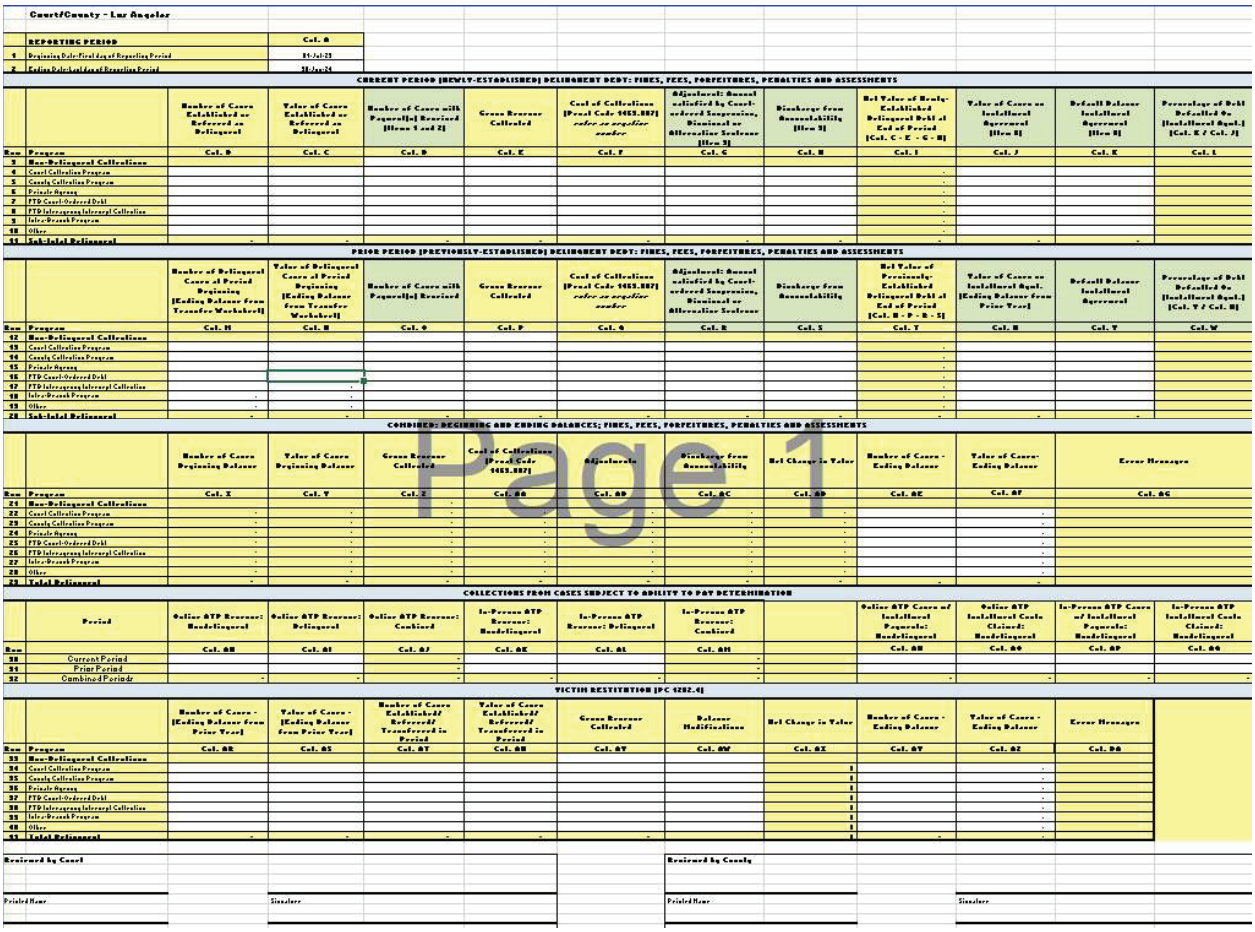
REVENUE COLLECTION

PAYMENT FILE SPECIFICATION – JMIS

The following is the payment record layout from CONTRACTOR for JMIS case management system:

File name:
lasjs_paid.txt

Field No.	Position	Field Name	Length	Value/Comments
1	1-10	VendorName	10	"LINEBARGER"
2	11-19	JID	9	Like "123456789"
3	20-27	TransDT	8	Like "20200602" (yyyymmdd)
4	28-34	Amount	7	Right justified If null, then 7 blank spaces If 250.00 then 25000
5	35	TranxCD	1	"1" = Pay in full
				"2" = Partial payment
				"3" = Vacate
6	36	BalanceIndicator	1	"1" = Pay in full
				"0" = Not pay off yet
				"3" = Vacate
7	37-44	Payment made to client	7	Right justified If null, then 7 blank spaces If 250.00 then 25000
8	45-52	Balance after payment	7	Right justified If null, then 7 blank spaces If 250.00 then 25000
9	53-60	PaymentID	7	
10	61-75	Receipt Number	14	



Court/County - Los Angeles

	REPORTING PERIOD	Col. A
1	Beginning Date (First day of Reporting Period	01-Jul-23
2	Ending Date (Last day of Reporting Period	31-Dec-24

CURRENT PERIOD [NEWLY-ESTABLISHED] DELINQUENT DEBT: FINES, FEES, FORFEITURES, PENALTIES AND ASSESSMENTS

Row	Program	Number of Cases Established as Referred or Delinquent	Value of Cases Established as Referred or Delinquent	Number of Cases with Payment(s) Received [Items 4 and 5]	Gross Revenue Collected	Cost of Collections [Penal Code §§853.5&7] enter as negative number	Adjustment: Amount satisfied by Court-ordered Suspension, Dismissal or Alternative Sentence [Item 3]	Discharge from Accountability [Item 3]	Net Value of Newly-Established Delinquent Debt at End of Period [Col. C - E - G - H]	Value of Cases on Installment Agreement [Item 8]	Default Balance Installment Agreement [Item 9]	Percentage of Debt Defaulted On [Installment Agmt.] [Col. K / Col. J]
		Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J	Col. K	Col. L
3	Non-Delinquent Collections											
4	Court Collection Program								-			
5	County Collection Program								-			
6	Private Agency								-			
7	FTB Court-Ordered Debt								-			
8	FTB Intercept and Interagency Collection								-			
9	Interception Program								-			
10	Other								-			
11	Sub-Total Delinquent	-	-	-	-	-	-	-	-	-	-	

PRIOR PERIOD [PREVIOUSLY-ESTABLISHED] DELINQUENT DEBT: FINES, FEES, FORFEITURES, PENALTIES AND ASSESSMENTS

Row	Program	Number of Delinquent Cases at Period Beginning [Ending Balance from Transfer Worksheet]	Value of Delinquent Cases at Period Beginning [Ending Balance from Transfer Worksheet]	Number of Cases with Payment(s) Received	Gross Revenue Collected	Cost of Collections [Penal Code §§853.5&7] enter as negative number	Adjustment: Amount satisfied by Court-ordered Suspension, Dismissal or Alternative Sentence	Discharge from Accountability	Net Value of Previously-Established Delinquent Debt at End of Period [Col. B + P - R - S]	Value of Cases on Installment Agmt. [Ending Balance from Prior Year]	Default Balance Installment Agreement	Percentage of Debt Defaulted On [Installment Agmt.] [Col. T / Col. S]
		Col. N	Col. O	Col. P	Col. Q	Col. R	Col. S	Col. T	Col. U	Col. V	Col. W	
12	Non-Delinquent Collections											
13	Court Collection Program								-			
14	County Collection Program								-			
15	Private Agency								-			
16	FTB Court-Ordered Debt								-			
17	FTB Intercept and Interagency Collection								-			
18	Interception Program	-	-						-			
19	Other	-	-						-			
20	Sub-Total Delinquent	-	-	-	-	-	-	-	-	-	-	

COMBINED: BEGINNING AND ENDING BALANCES; FINES, FEES, FORFEITURES, PENALTIES AND ASSESSMENTS

Row	Program	Number of Cases Beginning Balance	Value of Cases Beginning Balance	Gross Revenue Collected	Cost of Collections [Penal Code §§853.5&7]	Adjustments	Discharge from Accountability	Net Change in Value	Number of Cases - Ending Balance	Value of Cases - Ending Balance	Error Messages
		Col. X	Col. Y	Col. Z	Col. AA	Col. AB	Col. AC	Col. AD	Col. AE	Col. AF	Col. AG
21	Non-Delinquent Collections										
22	Court Collection Program	-	-	-	-	-	-	-		-	
23	County Collection Program	-	-	-	-	-	-	-		-	
24	Private Agency	-	-	-	-	-	-	-		-	
25	FTB Court-Ordered Debt	-	-	-	-	-	-	-		-	
26	FTB Intercept and Interagency Collection	-	-	-	-	-	-	-		-	
27	Interception Program	-	-	-	-	-	-	-		-	
28	Other	-	-	-	-	-	-	-		-	
29	Total Delinquent	-	-	-	-	-	-	-	-	-	

COLLECTIONS FROM CASES SUBJECT TO ABILITY TO PAY DETERMINATION

Row	Period	Online ATP Revenue: Nondelinquent	Online ATP Revenue: Delinquent	Online ATP Revenue: Combined	In-Person ATP Revenue: Nondelinquent	In-Person ATP Revenue: Delinquent	In-Person ATP Revenue: Combined		Online ATP Cases w/ Installment Payments: Nondelinquent	Online ATP Installment Costs Claimed: Nondelinquent	In-Person ATP Cases w/ Installment Payments: Nondelinquent	In-Person ATP Installment Costs Claimed: Nondelinquent
		Col. AH	Col. AI	Col. AJ	Col. AK	Col. AL	Col. AM		Col. AN	Col. AO	Col. AP	Col. AQ
30	Current Period			-			-					
31	Prior Period			-			-					
32	Combined Periods	-	-	-	-	-	-		-	-	-	-

VICTIM RESTITUTION [PC 1202.4]

Row	Program	Number of Cases - [Ending Balance from Prior Year]	Value of Cases - [Ending Balance from Prior Year]	Number of Cases Established/ Referred/ Transferred in Period	Value of Cases Established/ Referred/ Transferred in Period	Gross Revenue Collected	Balance Modifications	Net Change in Value	Number of Cases - Ending Balance	Value of Cases - Ending Balance	Error Messages
		Col. AR	Col. AS	Col. AT	Col. AU	Col. AV	Col. AW	Col. AX	Col. AY	Col. AZ	Col. BA
33	Non-Delinquent Collections										
34	Court Collection Program							-		-	
35	County Collection Program							-		-	
36	Private Agency							-		-	
37	FTB Court-Ordered Debt							-		-	
38	FTB Intercept and Interagency Collection							-		-	
39	Interception Program							-		-	
40	Other							-		-	
41	Total Delinquent	-	-	-	-	-		-	-	-	

Reviewed by Court			Reviewed by County		
Printed Name	Signature		Printed Name	Signature	

Page 1

ATTACHMENT F
Page 2 of 2

1	Court/County	Los Angeles					
2	Court Contact: Telephone Number: E-mail Address:						
3	County Contact: Telephone Number: E-mail Address:						
4	List collection agencies or programs used by order in which debt is referred:	1. 2 3. 4. 5.					
5		Item 4		Item 5	Item 6a	Item 6b	Item 7
	Below is a description of the collections components (activities) authorized by Penal Code section 1463.007. As required by Government Code section 68514, for Items 4, 5, 6a, 6b and 7, input the requested information for each collection activity that the court/county program currently uses:	Check each collections activity performed by program	Category	Total amount collected per collection activity	Total number of cases by activity	Total number of individuals associated with these cases	Total administrative cost per collection activity
6	a. Attempts telephone contact with delinquent debtors for whom the program has a telephone number to inform them of their delinquent status and payment options.	☑	1			Enter data as part of Category 2, (activity c)	
7	b. Notifies delinquent debtors for whom the program has an address in writing of their outstanding obligation within 95 days of delinquency.	☑	2				
8	c. Generates internal monthly reports to track collections data, such as age of debt and delinquent amounts outstanding.	☑	3				
9	d. Uses Department of Motor Vehicles information to locate delinquent debtors.	☑	4				
10	e. Accepts payment of delinquent debt by credit card.	☑	3	Enter data as part of Category 3, (activity c), Row 8 above.			
11	a. Sends delinquent debt to the Franchise Tax Board's Court-Ordered Debt Collections Program.	☑	5				
12	b. Sends delinquent debt to the Franchise Tax Board's Interagency Intercept Collections Program.	☑	6				
13	c. Initiates driver's license suspension or hold actions when appropriate for a failure to appear in court.	☑	7				
14	d. Contracts with one or more private debt collectors to collect delinquent debt.	☑	8				
15	e. Sends monthly bills or account statements to all delinquent debtors.	☑	2	Enter data as part of Category 2 (activity b), Row 7 above.			
16	f. Contracts with local, regional, state, or national skip tracing or locator resources or services to locate delinquent debtors.	☑	4	Enter data as part of Category 4, (activity d) in Row 9 above.			
17	g. Coordinates with the probation department to locate debtors who may be on formal or informal probation.	☑	4	Enter data as part of Category 4, (activity d) in Row 9 above.			
18	h. Uses Employment Development Department employment and wage information to collect delinquent debt.	☑	4	Enter data part of Category 4, (activity d) Row 9 above.			
19	i. Establishes wage and bank account garnishments where appropriate.	☑	9				
20	j. Places liens on real property owned by delinquent debtors when appropriate.	☐	9	Enter data as part of Category 9, (activity i) Row 19 above.			
21	k. Uses an automated dialer or automatic call distribution system to manage telephone calls.	☑	1	Enter data as part of Category 1, (activity a) Row 6 above.			
22	**TOTAL:**			$0	0	0	$0

Category Key: (See Category tab for task/activities list)		
1- Telephone Contact	4- Skip tracing	7- DL Hold
2- Written Notice(s)	5- FTB-COD	8- Private agency
3- Lobby/counter	6- FTB-IIC	9- Wage/bank garnishments and Liens

Is the program qualified as a comprehensive collection program? Yes

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

COURT LOCATIONS

Court ID	Court Name	Address	City	Zip Code
Central Civil & Criminal Court	Clara Shortridge Foltz Criminal Justice Center	210 W. Temple St.	Los Angeles	90012
	Stanley Mosk Courthouse	111 North Hill Street	Los Angeles	90012
	Central Arraignment Court	429 Bauchet St.	Los Angeles	90012
	Metropolitan Courthouse	1945 S. Hill Street	Los Angeles	90007
	East Los Angeles Courthouse	214 S. Fetterly Avenue	Los Angeles	90022
	Spring Street	312 North Spring Street	Los Angeles	90012
East District	Pomona Courthouse South	400 Civic Center Plaza	Pomona	91766
	West Covina Courthouse	1427 W. Covina Parkway	West Covina	91790
	El Monte Courthouse	11234 E. Valley Blvd.	El Monte	91731
	Whitter Courthouse	7339 South Painter Ave.	Whittier	90602
Juvenile Justice Courts	Compton Courthouse	200 W. Compton Blvd.	Compton	90220
	Edmund D. Edelman Children's Court	201 Centre Plaza Drive	Monterey Park	91754
	Inglewood Juvenile Court	110 Regent Street	Inglewood	90301
	Pomona Courthouse South	400 Civic Center Plaza	Pomona	91766
	Sylmar Juvenile Courthouse	16350 Filbert St.	Sylmar	91342
	Alfred J. McCourtney Juvenile Justice Center	1040 W. Avenue J	Lancaster	93534
Mental Health Department	Mental Health Department	5925 Hollywood Blvd.	Los Angeles	90028
North Central District	Burbank Courthouse	300 E. Olive	Burbank	91502
	Glendale Courthouse	600 E. Broadway	Glendale	91206
Northeast District	Pasadena Courthouse	300 E. Walnut	Pasadena	91101
	Alhambra Courthouse	150 W. Commonwealth	Alhambra	91801
North District	Michael D. Antonovich Courthouse	42011 4th Street	Lancaster	93534
North Valley District	San Fernando Courthouse	900 Third Street	San Fernando	91340
	Chatsworth Courthouse	9425 Penfield Ave.	Chatsworth	91311
	Santa Clarita Courthouse	23747 W. Valencia Blvd.	Valencia	91355
Northwest District	Van Nuys Courthouse – West	14400 Erwin Street Mall	Van Nuys	91401
	Van Nuys Courthouse – East	6230 Sylmar Avenue	Van Nuys	91401
South District	Governor George Deukmejian	275 Magnolia	Long Beach	90802

Court ID	Court Name	Address	City	Zip Code
South District	Catalina Courthouse	215 Sumner Avenue	Avalon	90704
South Central	Compton Courthouse	200 W. Compton Blvd.	Compton	90220
Southeast District	Norwalk Courthouse	12720 Norwalk Blvd.	Norwalk	90650
	Downey Courthouse	7500 E. Imperial Hwy	Downey	90242
	Bellflower Courthouse	10025 Flower St.	Bellflower	90706
	Whittier Courthouse	7339 S. Painter Ave.	Whittier	90602
Southwest District	Inglewood Courthouse	One Regent Street	Inglewood	90301
	Torrance Courthouse	825 Maple Avenue	Torrance	90503
	Torrance Courthouse Annex	3221 Torrance Blvd.	Torrance	90503
West District	Santa Monica Courthouse	1725 Main Street	Santa Monica	90401
	Beverly Hills Courthouse	9355 Burton Way	Beverly Hills	90210
	Airport Courthouse	11701 S. La Cienega Blvd.	Los Angeles	90045

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
QUALITY CONTROL PLAN 2025

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Does N ot Meet Expectations	Meets Expectations	Exceeds Expectations	Comments
1	Section 2.2 Compliance with Penal Code Section 1463.007	Meet components of Penal Code Section 1463.007 as set forth in the SOW	Site audits: Analyze Reports				
2	Section 2.3 Contractor Service Requirements	In accordance with all State/Federal laws	Review of collection practices				
3	Section 2.3 Contractor Service Requirements	Prepare various reports for LASC/COUNTY	Analyze Reports				
4	Section 3.5.1 Court Appearances: Procedures to inform LASC locations of debtors court appearance dates	As directed by COUNTY/LASC	Audits; Analyze Reports				
5	Section 3.5.1 Transfer data for CARS program	As directed by COUNTY/LASC	Audits; Analyze Reports				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
QUALITY CONTROL PLAN 2025

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	Comments
6	Section 3.6.2 Involuntary Methods of Collection	As instructed by LASC: Institute bank levy; wage garnishments; etc.	Analyze Reports				
7	Section 3.7.4 Transfer/Interface with FTB-COD program	Monthly referral & transmission of payments	Audits; Analyze Reports				
8	Section 3.7.5 Transfer/Interface with FTB Interagency Intercept Program	Yearly referral/transmission of payments	Audits; Analyze Reports				
9	Section 3.8.1 Processing Debtor Payments	All debtor payments shall be updated within one business day of receipt (except for unidentified payments)	Audits; Analyze Reports				
10	Section 3.8.1 Transfer of Funds	Timely deposits into COUNTY bank accounts	Analyze daily deposit slips, amount deposited in COUNTY Bank Account and the sum of all payments on the Payment Report				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
QUALITY CONTROL PLAN 2025

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	Comments
11	Section 3.8.3 Unidentified Payments	5th business day of following month	Audits; Analyze Reports				
12	Section 3.8.4 Incorrect Account Payments and Adjustments	Daily report listing	Audits; Analyze Reports				
13	Section 3.8.9 Segregation of Accounts	Separate LASC/COUNTY Accounts by court location and from all other CONTRACTOR accounts	Audits/Analyze Reports				
14	Section 3.8.10 Internal Control Procedures	Appropriate control and separation of employees duties	On site audits				
15	Section 3.8.10.8 Written Internal Control Procedures	Maintained and updated as necessary	Review of CONTRACTOR'S procedures				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
QUALITY CONTROL PLAN 2025

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	Comments
16	Section 3.9.2 Internet Services	Allow debtor to pay or check balances via CONTRACTOR'S web page	Review Reports				
17	Section 3.9.5.2 Complaints: Notification by phone of any verbal or written complaint	Immediately notify	Telephone call/ phone message				
18	Section 3.9.5.2 Complaints: Provide a copy of any written complaints	Within 3 business days of complaint receipt	Review reports/date and time of complaint				
19	Section 3.9.5.2 Investigative written report regarding the disposition of each verbal and written complaint	Within 14 business days of complaint receipts	Review Reports				
20	Section 3.9.5.2 Master log of all complaints	Provide a copy monthly	Review Reports				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
QUALITY CONTROL PLAN 2025

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	Comments
21	Section 3.10.7–3.10.9 Payment Information	Once each business day payment information shall be sent via electronic file and or computer/tape per specifications outlined in this Statement of Work	Audits; Analyze reports				
22	Section 3.10.11 Uncollectible Information - For Accounts Referred via CMS	Provide monthly	Audits; Analyze Reports				
23	Section 3.12.1 Invoices	Submit invoices in a timely manner, by the 5th day of each month	Analyze invoices				
24	Section 3.13.4 Reporting Requirements: Summary listing of accounts	10th business day of each month	Audits; Analyze Reports				
25	Section 3.13.4 Reporting Requirements: Summary description of account activity and status	10th business day of each month	Audits; Analyze reports				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
QUALITY CONTROL PLAN 2025

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	Comments
26	Section 3.13.4 Reporting Requirements: Summary description of month-to-date and year-to-date performance	10th business day of each month	Audits; Analyze Reports				
27	Section 3.13.5 Provide data to be included in JCC Report	As directed by LASC	Receive; Analyze Report				
28	Section 6.1 Contract Project Manager	Prompt response to request; timely problem resolution	Monitoring; Review Reports				
29	Section 6.1.7 Current list of employees/management	Upon execution of contract, thereafter every month. Shall be kept current during the term of Contract	Analyze Reports				
30	Section 6.1.9 Representative for LASC collection meetings	Upon request	Meeting attendance audit				

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
QUALITY CONTROL PLAN 2025

#	Performance Requirements/ Statement of Work Reference	Performance Standard	Typical Monitoring Method use by Court	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations	Comments
31	Section 6.2.2 Clerical staff at various LASC locations	As determined by needs of the Court	Site audits; Analyze Reports				
32	Section 6.2.2 Supervision of CONTRACTOR'S personnel at LASC locations	Ongoing	Site audits; Analyze Reports				
33	Section 9.2 Financial Remedies: Meeting minimum Success Rate	CONTRACTOR shall meet an overall minimum success rate of 31% on accounts after the second year of contract	Audits; Analyze Reports				
34	Section 11.3 Confidentiality: Require all CONTRACTOR personnel providing services in conjunction with the Contract to sign the Employee Acknowledgement and Confidentiality Contract	Submit within 3 business days of employee's start of work	Review Reports				
35	Section 11.4 Security and Control Procedures	Within 5 business days after execution of Contract (Updates to be submitted within ten business days of any change)	Audits; Analyze Reports				
			TOTAL				

Los Angeles Superior Court Revenue Enhancement Services

DELIVERABLES

Name	Media	Frequency	SOW Reference
PLANS/PROCEDURES			
Procedures to inform COURT locations of debtors court appearance dates	Hard copy	As directed by COUNTY/LASC	Section 3 5.1
Written Internal Control Procedures	Hard copy	Maintained and updated as necessary	Section 3 8 10.8
Transition plan	Hard copy	Within 5 business days after execution of Contract	Section 4 2
Formal corrective action plan (if COUNTY/COURT deems CONTRACTOR'S performance as unsatisfactory)	Hard copy	Within 5 business days after notification	Section 8.1
Security and Control Procedures	Hard copy	Within 5 business days after execution of Contract (updates to be submitted within 10 business days of any change)	Section 11.4
Written Quality Control Plan	Hard copy	Within 5 business days after execution of Contract (Updates to be submitted within 10 business days of any change)	Section 11.5

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Los Angeles Superior Court Revenue Enhancement Services

DELIVERABLES (CONTINUED)

Name	Media	Frequency	SOW Reference
PERSONNEL			
Name, address, and telephone number of CONTRACTOR'S Project Manager and alternate	Hard copy	Upon execution of Contract	Section 6 1 6
Current list of employee management	Hard copy	Upon execution of contract, thereafter every month, shall be kept current during the term of Contract	Section 6 1 7
Representative for COUNTY/COURT collection meetings	-	Upon request	Section 6 1 9
Clerical staff and appropriate supervision to various COUNTY/LASC locations as determined by the Court	-	Upon execution of Contract	Section 6 2.2
Signed Contractor Employee Acknowledgement and Confidentiality Contract forms from all CONTRACTOR personnel providing services in conjunction with this contact.	Hard copy	Submit within 3 business days of employee's start of work	Section 11 3

Los Angeles Superior Court Revenue Enhancement Services

DELIVERABLES (CONTINUED)

Name	Media	Frequency	SOW Reference
REPORTS/ACCOUNT INFORMATION			
Immediate notification of CONTRACTOR failure to meet the requirements of PC 1463 007	Verbal/followed by Hard copy	Immediate	Section 2.2
Report of unidentified payments with any documents received with the payment (i e. mailing envelope, enclosures) attached	Hard copy	5th business day of following month	Section 3.8 3
Report of incorrectly applied payments listing correct cases where payments should be applied or if payments should be refunded	Hard copy	Daily	Section 3.8.4
Immediate notification by phone of any verbal or written complaints	Verbal	Immediately	Section 3.9 5.2
Written notification of complaint to follow up phone notification	Hard copy	Within 3 business days of complaint receipt	Section 3.9 5.2
Written report of investigation of complaint	Hard copy	Within 14 business days of complaint receipt	Section 3.9.5.2
Master ,log of al complaints	Hard copy	Monthly	Section 3.9.5.2
Payment files	Electronic file	Once each business day	Section 3 10.7 - 3 10 9
Uncollectible accounts files	Electronic file	Monthly	Section 3 10 10
Updated account information (i.e., address, telephone number, Social Security number, etc.)	Electronic file	Upon request, as specified	Section 3.10.14
Summary listing of accounts referred in a given month	Hard copy	10th day of following month	Section 3.13.4
Summary and detailed (e.g. by account number) description of account activity and status	Hard copy	10th day of following month	Section 3 13 4
Summary description of month-to-date and year to-date performance	Hard copy	10th day of following month	Section 3.13.4
Return of all accounts, additional information relating to accounts records and/or files pertaining to accounts	Electronic file	Within 3 business days of Contract termination	Section 3.14.3

Los Angeles Superior Court Revenue Enhancement Services
DELIVERABLES (CONTINUED)

Name	Media	Frequency	SOW Reference
FINANCIAL INSTRUMENTS AND RELATED DOCUMENTS			
All financial instruments (e g cash, checks, credit card remittances, etc)		No later than the business day following their receipt	Section 3.8.1
Wire transfer funds into COUNTY bank account by 2:00 p.m. PST		Daily	Section 3.8 1

Name	Media	Frequency	SOW Reference
EQUIPMENT/TECHNOLOGY			
At each COUNTYFLASC location, a personal computer at current industry standard and/or all necessary peripheral equipment and software for on-line access to COUNTY/LASC accounts on CONTRACTOR'S database		After execution of Contract	Section 3 11 2
For each clerical staff, a personal computer, at current industry standards, and all necessary computer peripherals including on-line access to COUNTY/LASC accounts on CONTRACTOR'S database.		After execution of Contract	Section 6 2 2

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

TECHNICAL EXHIBIT 1
CONTRACT DISCREPANCY REPORT (CDR)

1. USER COMPLAINT to be completed by COURT Project Manager (CPM)

Today's Date: _____

Contractor: _____

Phone Number: _____

CPM: _____

Date(s) of Unacceptable Performance: _____

Description of Unacceptable Performance: _____

_____

_____

2. REVIEWED:

Signed: _____

COURT Project Director (CPD)

Date: _____

3. Contractor RESPONSE (to be completed by Contractor Project Manager)

Date received from CPM: _____

Explanation for Unacceptable Performance: _____

_____

_____

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Corrective Action Taken:

Signed: _____
Date:

Contractor Project Manager

4. INSTRUCTIONS

CPM: Forward CDR to the Contractor.

Contractor: Must respond to CPM in writing within five (5) working days of receipt of CD

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

EXHIBIT A2

SELECTED PORTIONS OF CONTRACTOR'S TECHNICAL PROPOSAL

--- Begins on Following Page ---

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

1.0 STATEMENT OF WORK

1.1 Scope of Work

1.2 Background

1.3 Category of Referral Types

Linebarger, as an incumbent vendor, is extremely familiar and knowledgeable in the Scope of Work within this contract. We have experience serving the Court as well as 33 other California Superior Courts.

The Court's contract is unique and we understand all nuances of the portfolio and specific needs and requirements. We are familiar with Penal Code Section 1463.010 and have all reporting in place, including the JCC annual report. Our goal is to provide superior customer service to the Court and its assigned individuals as well as recovering significant revenue for the Court.

We understand that the Court may select up to three vendors and that secondary collection efforts will be provided by the California Franchise Tax Board (FTB).

Linebarger has all services in place including secure data communication, reporting, processing, letters, and more. Our firm has the capacity, financial strength, technology, and attorney-oversight collection process to handle the entire potential volume of placements from the Court.

We can provide exception services as a sole- or multi-vendor contract holder. We ask for again for your business and trust in our ability to provide the best service to the Court.

1.3.2 County/Court Control of Accounts

Linebarger understands the County/Court retains the right to modify the types of accounts referred and to determine which vendor will receive the account. We understand the County/Court will retain all rights to assign, alter, recall, and all other actions for every account. Linebarger is skilled in working with clients in their use of the FTB COD or TIP programs and DMV license holds or suspension of collection services. We are here to assist the Court if desired and will fully comply with any other actions the County/Court deems appropriate.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

2.0 CONTRACTOR'S GENERAL SERVICE REQUIREMENTS

2.1 GENERAL SERVICE REQUIREMENTS

Linebarger meets all General Service Requirements.

Services

Linebarger is qualified to provide all services described in this proposal and has the expertise and capacity to handle the volume and complexity of the Court's accounts. In addition to providing the services listed in the RFP (at a minimum), Linebarger is well known for the unique and creative value-added services provided to our clients. Depending on the needs and desires of our varying government and court clientele, we have provided such value-added services as special mailing or phone campaigns to enhance collections; participation and management of specialized settlement or amnesty programs; various marketing or media blitz campaigns surrounding specific programs; educational programs; high levels of participation in community organizations, events and charities.

Employees

All of our offices and employees are located in the United States, and all work will be performed within the United States. A significant portion of the management and collection team for your Court's project will be Linebarger employees who are residents of California, providing services for your Court within the State of California. Collection services will be performed within our full- service sites in Gig Harbor, Washington and San Antonio, Texas.

Many of our professional collectors and staff are bilingual or multilingual, and we have translation assistance available in cases where we do not have staff with the requisite language skills. Our firm utilizes an interpreter service that allows us access to over 10,000 interpreters in 240 languages. Our collectors simply dial a toll free number, select the language and include the interpreter/operator on the call so that all communication is recorded and the delinquent account holders' questions are answered. Our interpreter service works with various government entities such as courts and corrections, employment and labor, and public health.

All Service Performed within the United States

Our firm is committed to protecting the confidentiality of personal data on all accounts referred to us and ensuring that such data is handled securely, according to the best practices of both the legal and collections fields. We manage and store all data in-house on our own servers, so information will never leave the United States. We have the capability to meet the confidentiality requirement of the County and Court during the entire period of the contract and any extension thereof.

Security

We have current communication capability to interface with the Court's case management and collection management systems and to transmit relevant collection data in a frequency deemed

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

acceptable by the Court. Such operations are already working to the satisfaction of our more than 2,600 government clients nationwide.

The firm has strict data security procedures in place –The combination of ISO 27001/27002 and NIST 800-53/171 standards are mapped out for a common foundation, while also building upon the specific requirements of each. These frameworks are part of our core infrastructure used to achieve our PCI Level 1, SOC 1, SOC 2, SOC 3, and IRS 1075 security certifications. Linebarger continually monitors and adheres to changes in cybersecurity frameworks to ensure our security posture meets the highest standards. Linebarger undergoes independent audits to verify our security and control requirements using NIST, PCI, and SSAE 16 [American Institute of CPA's (AICPA)] standards.

National Institute of Standards and Technology Security Standards (NIST)

As a result of a firmwide effort to maximize the already excellent security of our IT systems, in July 2005, Linebarger received its NIST Compliance Letter based upon the NIST 800 series special publications, which provide guidance on developing and implementing a comprehensive computer security program. These documents assist organizations that process "Sensitive but Unclassified (SBU) information."

The certification process involves an extensive review of every aspect of the firm's information systems security, including disaster recovery, intrusion detection, physical plant security, and virus protection. The firm undergoes NIST compliance verification annually.

Payment Card Industry Compliance (PCI)

Linebarger holds PCI Level 1 Merchant and PCI Level 1 Service Provider certifications. We treat all information and personal data connected with the collection of client accounts as confidential and protect it throughout its life cycle in our systems. Linebarger undergoes an annual PCI assessment of our controls as a Merchant and a Service Provider. An Attestation of Compliance (AOC) and Report on Compliance (ROC) confirms the controls comply with the PCI standards. Only a PCI Qualified Security Assessor (QSA) can issue a PCI Level 1 ROC. An Approved Scanning Vendor (ASV) also conducts a quarterly scan of our technical environment to test our systems' security against the PCI standards. Any deficiencies in PCI standards result in an automatic failure of PCI compliance. Linebarger undergoes annual certifications.

Linebarger has reviewed the 18 elements of Professional Practices Management System (PPMS) program for compliance. Linebarger's current security and process controls meet or exceed the PPMS requirements.

Statement on Standards for Attestation Engagements SSAE16/18 Audits

Linebarger undergoes multiple SSAE16/18 audits of our Service Organizational Controls (SOC) to comply with the reporting requirements for various clients throughout the year. These audits ensure

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

that Linebarger maintains compliance with the American Institute of CPA's (AICPA) control standards. Each audit consists of verifying and testing our physical, logical, procedural, and technical controls against the AICPA standards for Service Organizations. The process consists of visual inspections, personnel interviews, and policy evaluations. An independent auditor generates a SOC 1 report to document the findings. The report includes all noted deficiencies and a Corrective Action Plan (CAP) if needed, with a set date to remediate. Our last audit confirmed that Linebarger has the necessary controls to ensure that we meet all control objectives.

Linebarger also undergoes audits for SOC 2 and SOC 3. The firm is in full compliance with all requirements to meet these standards as well.

TECHNOLOGY CERTIFICATIONS



Network Security

Within our computer network, ITG develops and deploys strict security protocols to protect clients' data from both external and internal threats:

- **Endpoint protection**: All Linebarger systems utilize commercial antivirus software. In addition to antivirus software, Advanced Endpoint Protection (AEP) software protects against unknown malware, exploits, and zero-day threats.
- **Continuous monitoring to prevent intrusion**: A next-generation firewall (NGFW) provides protection at the firm's external perimeter. An Intrusion Prevention System (IPS) also monitors traffic to/from the firewall as an additional layer of protection.
- **Automated monitoring and notifications**: ITG monitors all Linebarger systems for availability and unusual behavior. They rely on out-of-band systems for logging, real-time alerts, and automated notifications.
- **Close monitoring of internet communications**: Our system collects information on all inbound and outbound internet traffic.
- **256-bit end node-to-end node data encryption**: We maintain several virtual private network (VPN) connections, which provide the necessary speed and security.
- **Password protection**: Access to the firm's computer network requires a unique user ID and password created using "strong" criteria: at least eight characters, a mixture of uppercase and lowercase letters, at least one number, and at least one special character. All users must change their passwords every 90 days. The system does not allow users to reuse recent passwords.
- **Security at each end node**: Limited, secure end node access protects law firm communications. Each end node has a dedicated IP address, and our end node routers send audit logs to our centralized log server, creating a record of all transmissions.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

- **Access on a strict need-to-know basis**: Once a client's data resides within the Linebarger system, a secure login and password unique to that client prevents accidental or intentional intrusion. We provide the login and password only to those firm employees who need direct access to client data, effectively isolating the client's account data from other system data.
- **Centralized IT operations**: We will maintain all electronic data associated with the Court project at Linebarger's ITG colocation facility. Located in San Antonio, Texas, this facility's extensive physical and network safeguards protect the information and hardware maintained at this location. Linebarger maintains a leased 10Mbs dedicated connection for all data transfers and data communications with clients.

Secure Data Transfers

Linebarger's ITG division takes extraordinary steps to guarantee security during transmission of client data:



- **SFTP**: Linebarger's system supports SFTP as a protocol for secure file transfers
- **Web SSL**: We support HTTPS file transfers through a secure webpage. All data transfers and logons occur within a 256-bit encrypted SSL session
- **IPSec Tunnel**: Our systems utilize secured FTP or VPN tunnels with a minimum of AES-256 encryption
- **PGP encryption**: We support the use of PGP for encrypting files that are emailed. Encrypted messages and a user's key work in conjunction with scrambling algorithms so only the intended recipient can decrypt the data

Controlled Destruction of System Outputs

Linebarger follows established procedures for identifying and securely destroying confidential information. Secure physical media is stored in PCI-compliant locked containers for weekly on-site destruction. All containers remain under Linebarger control at all times. Linebarger employees monitor all on-site destruction and receive a certificate of destruction. We employ IT Asset Disposition (ITAD) processes for secure hard drive, memory, and media destruction. Linebarger provides chains of custody and certificates of destruction.

2.2 COLLECTION VENDOR COMPLIANCE WITH PENAL CODE SECTION 1463.007

We believe Linebarger offers an exceptional primary collection service program for the Court. We are committed to this contract.

Our firm meets the statutory requirements as set forth in 2.2 and California Penal Code Section 1463.007.

Linebarger has current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court. All services offered by

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Linebarger will be performed by in-house Linebarger employees without any need to subcontract portions of work to entities unknown and outside the direct control of your court.

Linebarger fully understands the provisions and requirements of Penal Code Section 1463.007 and is prepared to implement collection services as required by the statute. We will immediately report a failure to meet any of these requirements.

1. Attempts telephone contact with delinquent debtors for whom the program has a phone number to inform them of their delinquent status and payment options.

Linebarger will continuously attempt telephone contact with delinquent debtors for whom we have phone number with the intention of communicating with appropriate parties and moving their outstanding matters toward a positive resolution.

Linebarger's 2024 call volume is as follows:

- Inbound calls 1,680,879
- Outbound calls 2,125,373

In the event phone numbers are not provided, Linebarger will attempt to skip trace to obtain valid phone numbers and/or other valid information to allow communication with the delinquent account holder.

2. Notifies delinquent debtors for whom the program has an address in writing of their outstanding obligation within a specified number of days of delinquency as directed by COUNTY/COURT.

Linebarger has the ability to mail to delinquent account holders on any schedule and based upon any particular strategic plan as directed by the Court. Upon receipt of an account from your court, Linebarger will immediately begin internal processing of the account and written communication to the delinquent debtor will occur without delay and on any agreed upon schedule. Our notices almost always receive greater attention as they are sent on law firm letterhead and include a return envelope from the law firm. All letters are sent in English with a Spanish version on the reverse side. Linebarger sent 19,936,787 letters in 2024.

We conduct strategic weekly legal sweeps, monthly skip-trace sweeps, and annual letter sweeps with additional periods as needed.

3. Generates internal monthly reports to track collections data, such as age of debt and delinquent amounts outstanding, collections by age of case referral to collection contractor.

Linebarger is able to generate and provide reports containing nearly any imaginable content (assuming data is in our system) on any schedule as desired and directed by the Court. Please see Exhibit C: Sample Reports

4. Sends delinquent accounts to the FTB Tax Intercept Program and/or FTB COD Program.

Linebarger and our assigned collection team has vast experience and understanding of the FTB Tax Intercept Program as well as the FTB-COD program. We understand the important role of each program and

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

believe utilizing these programs for the overall cumulative performance result is desirable and necessary. Linebarger will send accounts to these programs as directed by the Court.

Linebarger currently has 104,432 accounts with COD for LASC as of December 2024 and submitted 61,238 TIP accounts for 2025. As a result of our skip tracing efforts to match social security numbers, we will continue to grow the success of this program.

5. Uses the Department of Motor Vehicle information to locate delinquent debtors.

Linebarger has the ability to locate Registered Owner of Vehicles (ROV) through Department of Motor Vehicle (DMV) access in 40 states, the District of Columbia, and Puerto Rico. Our firm protects all data provided by our clients and that obtained through location efforts, and communication with the customer. Linebarger would like to utilize the DMV service provider agreement and provide training to our staff.

Linebarger Access to DMV Records			
Alabama	Indiana	Missouri	Tennessee
Arizona	Iowa	Montana	Texas
Arkansas	Kansas	Nebraska	Utah
California	Kentucky	Nevada	Vermont
Colorado	Louisiana	New Mexico	Washington
Connecticut	Maine	North Carolina	West Virginia
Delaware	Maryland	North Dakota	Wisconsin
Florida	Massachusetts	Ohio	Wyoming
Georgia	Michigan	Rhode Island	
Idaho	Minnesota	South Carolina	
Illinois	Mississippi	South Dakota	

6. Establishes wage and bank account garnishments as directed by the Court where appropriate.

Through our partnership with FTB, wage and bank levies are handled through the COD program.

7. Places liens on real property owned by delinquent debtors as directed by the Court where appropriate.

As a law firm and lawyers, we are uniquely qualified and capable of pursuing real property lien proceedings on behalf of your Court, where appropriate and authorized. For California-based debtors, these processes will be pursued by our California licensed attorney, Nancy Su and her legal staff. We also have in-house attorneys licensed in states across the country, with the ability to register judgments in other states and pursue lien proceedings in the state in which your delinquent debtor may have moved, where appropriate and authorized. All pursuit of remedies requiring legal action will be handled by Linebarger employees.

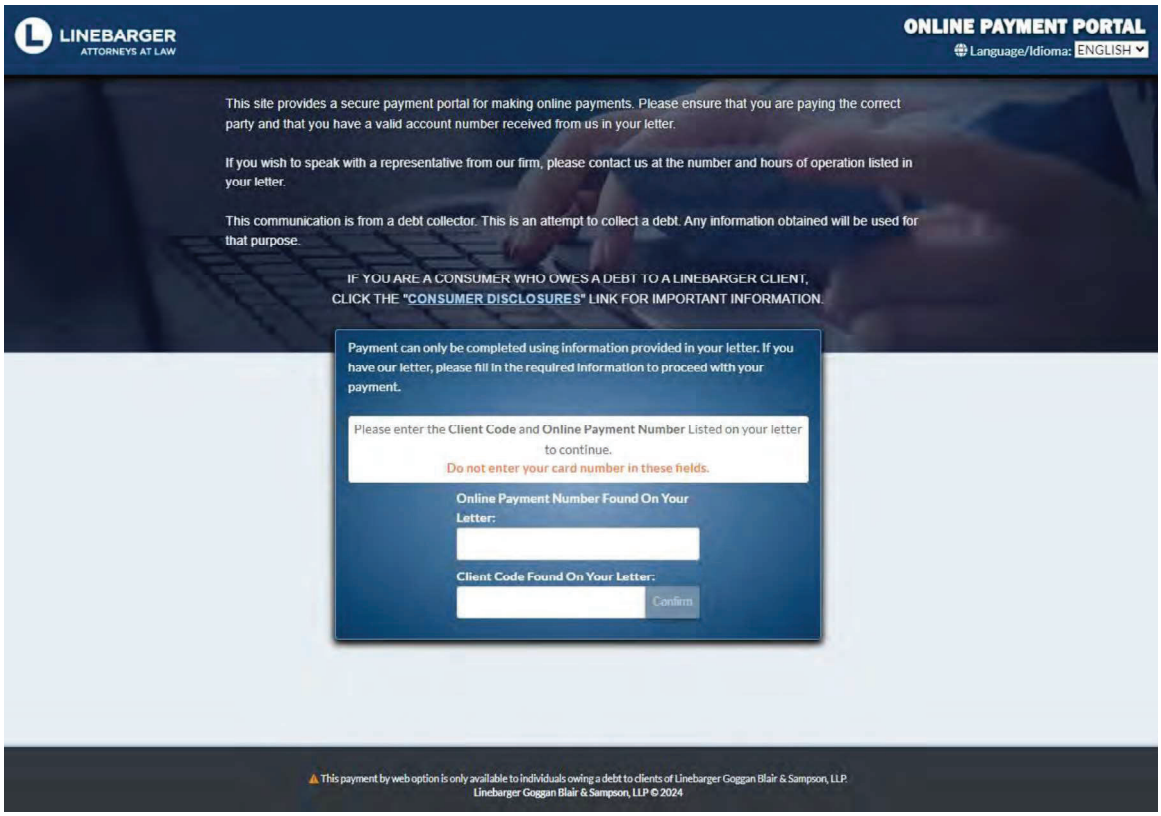
Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

8. Coordinate with the County's Probation Department to locate debtors who may be on formal or informal probation.

Linebarger is willing and able to coordinate and communicate with your County Probation Department (as appropriate and authorized) to locate delinquent debtors who may be on probation. We will be happy to communicate in any effective manner desired by the Court or the Probation Department.

9. Accepts payment of delinquent debt by credit card and debit card.

Linebarger offers numerous simple and convenient payment options to debtors to allow and encourage payment and resolution of accounts. Credit card and debit card payments are available to debtors and accepted by Linebarger with *no convenience fee* charged or assessed to the debtor. Our online payment portal is found at lgbswebpayments.com.



Linebarger will always work with delinquent account holders to find a reasonable payment plan that fits with the delinquent account holder's budget. The goal is to keep the delinquent account holder compliant rather than having him/her fall off the plan. There is no benefit in establishing plans that are destined to default. Following is a sample poverty guideline we utilize for various client contracts.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

	Baseline Yearly income under	150% of Baseline Yearly income under	Over 150% of Baseline Yearly income over
Single Delinquent account holder	$15,000.00	$22,500.00	$22,500.00
Family of 2	$20,000.00	$30,000.00	$30,000.00
Family of 3	$25,000.00	$37,500.00	$37,500.00
Family of 4	$30,000.00	$45,000.00	$45,000.00
Family of 5	$35,000.00	$52,500.00	$52,500.00
Family of 6	$40,000.00	$60,000.00	$60,000.00
Family of 7	$45,000.00	$67,500.00	$67,500.00
Family of 8	$50,000.00	$75,000.00	$75,000.00
Suggested down payment:	5% or $10.00, whichever is less	7.5% or $25.00, Whichever is less	10% or $50.00, Whichever is less
Suggested Monthly Payment:			
Balance under $1000.00	1/36th of the balance	1/24th of the balance	1/12th of the balance
Balance over $1000.00	1/72nd of the balance	1/48th of the balance	1/24th of the balance
Minimum Monthly Payment	$10.00 per month	$25.00 per month	$50.00 per month
Example 1, Delinquent account holder is a family of 3 and has 2 tickets for $600.00. Their yearly income is $30,000.00 per year. (Income is over Baseline limit but under the 150% Baseline limit, so the standard monthly payment is $600.00/24 = $25.00)		$ 25.00	
Example 2, Delinquent account holder is a family of 3 and has 2 tickets for $600.00. Their yearly income is $15,000.00. (Income is below the Baseline limit so the standard monthly payment is $600.00/36 = $16.67.)	$ 16.67		
Example 3, Delinquent account holder is a family of 5 and has 2 tickets for $600.00. Their yearly income is $55,000.00. (Income is over the 150% Baseline limit so the standard monthly payment is $600.00/12 = $50.00.)			$50.00
Example 4, Delinquent account holder is a family of 5 and has 4 tickets for $1700.00. Their yearly income is $22,000.00. (Income is below the Baseline limit so the standard monthly payment is $1700/72 = $23.61.)	$ 23.61		
Example 5, Delinquent account holder is a family of 5 and has 4 tickets for $1700.00. Their yearly income is $60,000.00. (Income is over Baseline level but under the 150% Baseline limit so the standard monthly payment is $1700.00/48 = $35.42.)		$35.42	
Example 6, Delinquent account holder is a family of 4 and has 4 tickets for $1700.00. Their yearly income is $53,000.00. (Income is over the 150% Baseline limit so the standard monthly payment is $1700/24 = $70.83)			70.83

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

10. Uses local, regional, state, or national skip tracing or locator resources or services to locate delinquent debtors.

Linebarger utilizes numerous skip tracing services that work together to offer an overall excellent skip tracing result for our clients. Because of the size of our operations, we are able to take advantage of economies of scale with regard to our skip tracing methodologies. In this regard, our skip tracing efforts are continuous, as opposed to being handled on a routine basis (such as monthly). We obtain excellent skip tracing results faster than our competitors, which allows us to translate new debtor information into resolved accounts and revenue flow for your Court. Monthly skip-tracing sweeps are conducted through a waterfall system, with 16.5 million searches average per month in 2024.



Our 2024 skip sweep for California TIP transmission produced the following:

Participating Courts		
Alameda	Fresno	Marin
Calaveras	Humboldt	Napa
Contra Costa	Kings	San Luis Obispo
Del Norte	Los Angeles	San Mateo
El Dorado	Lake	Solano
		Yolo
TOTAL	**109,163**	

We send the pre-intercept letter during the month of October for all courts who participate in the program.

Please see pages 76 for our skip trace database flowchart.

11. Uses an automated dialer or automated distribution system to manage telephone calls.

Linebarger utilizes the latest technologies and telephone dialer systems in the industry. The efficiencies gained in managing calls through an automated dialer system provide enormous benefit and account resolution advantages for our clients. During our busiest season, Linebarger contact centers nationwide receive an average of 10,000 calls per day. Our capacity and capabilities are virtually limitless – and fully scalable to any need that your Court referral volume warrants.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885



12. Uses Employment Development Department employment and wage information to collect delinquent debt.

Linebarger is willing and able to coordinate and communicate with the Employment Development Department (as appropriate and authorized) for wage information to help collect delinquent debt.

Collection Process and Approach

Linebarger has crafted a systematic, efficient collection process designed to optimize revenue for our clients, which we tailor to your receivables portfolio and the regulatory environment in which you operate. From day one, we collaborate with you to develop effective communication strategies to engage your delinquent account holders, offering value-added legal services that typical collection agencies cannot provide. With over four decades of experience, our proven, client-focused process has fostered exceptional customer loyalty and results.

Initial Steps

As an established vendor, there will be little to no downtime. We are constantly looking for ways to improve communication. As such, Linebarger's implementation plan will include:

- Continue collection services uninterrupted
- Implement all new requests, reporting, and aspects of the new contract

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

- Meet, in-person, with various court locations assigned to the firm – we were unable to do this during COVID. This would be in full coordination and with approval of the Court Project Director.
    - General question and answer time
    - Introductions
    - Goal setting
    - Special requests

If selected as the sole vendor, the court would see little impact from the transition due to the established process for:

- Placements, payments, adjustments and cancellations
- Court date scheduling
- Letters based on account type
- Tax intercept interface
- COD interface
- JCC report

The key aspects of our collection program, including the phases of project implementation and a detailed data processing flowchart, are presented on the following pages followed by an in-depth description of each step.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Our Proven Recovery Process

The following is a generic description of our systematic process for collecting delinquent government receivables. We designed our collection system to support our clients' needs, and we can modify it to address your specific requirements.

Account Preparation

The process begins with your transfer of delinquent accounts to our data processing platform. We segregate every account and assign a unique identification code to each one. Every address is verified as deliverable and standardized to comply with United States Postal Service (USPS) specifications. We transfer all accounts with phone numbers to our collector inventory for telephone contact.

Every delinquent account holder is different and therefore the account handling varies based on the situation. Linebarger will work all accounts, regardless of the balance or contact ability score. We will provide repayment options, based on the delinquent account holder's income relative to the poverty level and determined by the Court. All account interactions will put customer service tantamount to anything else.

Process Overview for the Court

Upon account listing from the Court, in most cases the following account flow is in place:

$0 - $150

1. Bankruptcy and deceased scrub
2. NCOA update
3. Skip-trace for new address if none provided
4. Send initial placement notice
5. Call account every third day

$150.01 - $300

1. – 5. above
6. Second collection notice
7. Consider garnishment action if delinquent account holder refuses to pay

$300.01 – and over

1. – 7. above
8. Third collection notice

Monthly basis

- At the first of each month, a sweep is done of all open accounts to locate a new address, phone, asset, DRL and plate data, in states where permitted
- Manual skip-tracing is done by collectors as needed when the batch routines do not return information

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

- The process is repeated as required
- If a new address is found through the skip-tracing efforts, a letter is mailed.
- If a new phone is found through the skip-tracing efforts, the phone number is added to the outbound dialing efforts
- Accounts must have a signed client authorization, refusal to pay, identified asset(s), and be assigned more than 30 days prior to garnishment action. This is a general process and subject to change based on client requirements.

Annual basis

- Letter on open accounts eligible for TIP

Additional work treatment

- Special requests are also directed by the Call Center Management team throughout the year

Recalling and Reactivating Accounts

You maintain control over all referred accounts and may recall any account at any time. All collection activity ceases immediately, and we return the account along with a returned account report. You may also deactivate or reactivate an account for collection, depending upon the status of payments from the delinquent account holder or of judicial actions affecting the account. We do not transfer inactive accounts to dialer campaigns or the mailing queue.

Contact by Mail and Phone

Prior to the first attempt to contact delinquent account holders, we seek your approval of demand letter content, contact center scripts, and our proposed communication schedule. Once that is complete, our system will generate an initial letter which, typically:

- Advises the delinquent account holder that the Court has placed the account with our law firm
- Provides a variety of contact options (all free of charge) for the delinquent account holder to reach us to discuss payment
- Includes a payment coupon and return remittance envelope to encourage prompt payment

We have included examples of our Court specific notices in Exhibit A.

If the delinquent account holder does not respond, follow-up letters are sent according to the previously agreed upon letter schedule. We record any returned letters marked “undeliverable” and our automated skip-tracing process begins. If there is a forwarding address, we update the information in our system and send a new letter to that forwarding address.

In tandem with our mailing process, our contact center begins making calls to accounts that have phone numbers. If we capture a telephone number associated with the account through incoming calls or skip-tracing, we use that phone number to make future calls on the account.

NOTE: Every telephone contact complies with all applicable federal and state regulations, as well as your policies regarding such contact. Additionally, each time we reach a delinquent account holder,

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

the collector confirms the individual's identity and clearly identifies themselves as an employee of the law firm under contract with the Court.

A dedicated toll-free number is assigned to your project for the [delinquent account holders'] convenience. Linebarger includes this number in all correspondence and phone conversations with the Court's delinquent account holders.

An interactive voice response system (IVR) assists delinquent account holders who call the toll-free number designated to the Court's project. This system operates 24 hours a day for the convenience of after-hours callers.

The system presents callers with several options:

- Make credit card payments
- Hold for forwarding to a specific collector (maximum wait time of 30 seconds)
- Leave a message for a specific collector or leave a general message for an individual collector the next morning. We return all calls no later than the following business day.

Client Information Pop-Up

All information is stored in a client information window, which is readily accessible to collection staff every time they access an account. This ensures the delinquent account holder receives the same information regardless of who they speak to from our collection team. Information specific to the Court will be stored in this window so that our team can properly advise individuals. Specific screens can be set up based on the Court's accounts.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Omnichannel Communication

Omnichannel communication enables Linebarger to employ the most up-to-date strategies for contacting and maintaining communication with delinquent account holders. Our IT experts continually fine-tune these strategies using the latest developments in analytics and artificial intelligence (AI).

Key Components of Omnichannel

Utilizing multi-channel integration, we incorporate various communication channels, such as phone calls, text messaging, email, and chat, to ensure they connect seamlessly for our clients. The central database for delinquent account holder information provides consistent and accurate communication across all channels.

Automated workflows send reminders, follow-ups, and notifications on our clients' desired channels. Data analytics track the performance of each channel and make informed decisions about optimizing communication strategies.

These processes and data allow us to effectively engage delinquent account holders, while maintaining compliance with relevant laws and regulations. With specialized dialing, text, and emails, Linebarger can contact delinquent account holders through their preferred communication channels and provide a personalized and efficient experience.

Benefits of Omnichannel

Omnichannel increases the chances of reaching delinquent account holders, resulting in higher debt recovery rates and greater delinquent account holder satisfaction. Streamlining communication across multiple channels boosts efficiency and productivity, ensuring all communications adhere to legal and regulatory requirements, reducing the risk of non-compliance. Utilizing AI technology with Omnichannel communications extends 24/7 availability to delinquent account holders.

MMS Functionality

Linebarger's communication channels include phone calls, SMS (a text of up to 160 characters), MMS (a text that includes text, images, and a website link), and email. Our MMS texting promises to offer individuals a visually guided experience, reducing pain points for delinquent account holders, increasing response rates, and allowing for a smooth self-service experience. Our industry data shows an increase in penetration rate success.

Data Privacy

Linebarger encrypts all data at rest and in motion using the latest encryption algorithms.

Security

All employees receive annual information security training via LGBS University, the firm's online training portal.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Customer service providers and those who handle sensitive delinquent account holder information receive additional, detailed training. The firm requires employees to complete approximately one hour of cybersecurity training annually. Covered topics include:

- Emails and messaging
- Strong passwords
- Phishing
- Keeping information/passwords secure
- Locking PCs

Antivirus software is installed on all desktops, servers, firewalls, and internet email gateways. Our antivirus software utilizes signatures, but also heuristics for behavior-based anomalies. The antivirus software is dynamically updated in real-time utilizing data from global Security Operations Centers (SOC) and threat researchers.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Incoming Communications

If a delinquent account holder calls us with questions or concerns, we note the activity in our system and respond as appropriate and/or seek your review. If a delinquent account holder writes us, we scan the letter, note it in our system, and forward the correspondence to you for review. If there is a need for attorney intervention due to the nature of the communication, the contact center manager advises the appropriate Linebarger attorney, and we inform you that the matter has escalated.

Collection Outcomes

Securing payment in full is Linebarger's first priority. However, our collectors will help delinquent account holders determine if they have the financial resources to pay in full by talking them through a personal financial evaluation that includes the advantages of and strategies for full payment.

Other Outcomes

There are many reasons why a delinquent account holder cannot pay a debt, even in installments. Our collection activities often discover circumstances that restrict collections. In each of these cases, we will follow your instructions and/or seek clarification. Such instances include:

- Bankruptcy
- Disputes
- Inability to pay due to extreme hardship
- Incarceration
- Death
- Settlements
- Qualified for Ability to Pay program

Bankruptcy: Typically, government-related fees and fines are exempt from bankruptcy discharge. If a delinquent account holder has filed for bankruptcy protection, Linebarger suspends all collection activity to comply with the automatic stay provisions afforded to bankruptcy petitioners. We notify the Court of the bankruptcy, monitor the case, and once it is closed, we will resume collections if that is the appropriate course of action.

Disputes: When a delinquent account holder disputes the amount or validity of an outstanding delinquency, we cease collection activity and seek confirmation from you that we have all the documentation necessary to verify the legitimacy of the delinquency and the amount owed. With your permission, we forward that documentation to the delinquent account holder. If the individual provides evidence that may invalidate the delinquency, we will work with you to review that evidence. We then either close out the account if the delinquent account holder is correct, resume collection activity if not, or recommend further enforcement options should the delinquent account holder continue to refuse to accept the legitimacy of the delinquency.

Inability to pay: If we determine that a delinquent account holder faces a significant personal or financial hardship, we forward the account to you for review and cease all collection activity during this review period.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Incarceration: If we discover a delinquent account holder is incarcerated, we cease collection activity and refer the account to you for review. Collection options may include seeking payment from a spouse in the case of a joint liability or resuming collections once we learn of the individual's release. We maintain records of the individual's place of incarceration, anticipated release date, and location of assets.

Death: If a delinquent account holder is deceased, we suspend collection activity and secure public records to validate the death. If you direct us to do so, we determine if there is a surviving spouse or an estate with sufficient resources to satisfy the delinquent account and resume collections.

Settlements: Unless authorized by you and by the law, we do not discuss the prospect of a compromise settlement with any delinquent account holder. If you authorize such a settlement, we collaborate with you to develop a compromise agreement for the delinquent account holder. We monitor the payments to ensure they meet the terms of the agreement. If the delinquent account holder misses two consecutive payments, we reinstate the full amount of the debt and resume collection action unless otherwise directed by you.

Ability to Pay

Once the Court has determined a defendant is eligible for the ability to pay program, the account will be updated in our system and returned to LASC as directed.

Assisting Individuals with Special Needs

We staff our contact centers so we can be responsive to delinquent account holders with a variety of needs. We are well equipped to accommodate delinquent account holders with hearing or visual impairments using methods and technology that enable our contact center personnel to communicate directly and reliably with them.

Assisting Bilingual Delinquent Account Holders

Many of our professional collectors are bilingual or multilingual, and we have translation assistance available in cases where we do not have staff with the requisite language skills. Our firm utilizes an interpreter service that provides more than 10,000 interpreters in 240 languages. Our collectors simply dial a toll-free number, select the desired language, and include the interpreter/operator on the call so that all communication is recorded, and the delinquent account holders' questions are answered. Our interpreter service works with various government entities such as courts and corrections, employment and labor, and public health.

Bankruptcy Services

When an individual or a business files for bankruptcy, ordinary procedures utilized to collect delinquent court fees and fines may no longer be used. Federal law expressly prohibits any continued attempt by creditors to collect from a bankrupt customer by any means other than the procedures specifically set forth in the United States Bankruptcy Code.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

It is our belief that a strong bankruptcy program is a major pillar to effective collection services. Without such services, the biggest cases can be lost. There have been many instances where entities we do not represent have not been paid through the course of a bankruptcy while our clients have been successful in recovering amounts due.

To ensure effective bankruptcy representation, we maintain a separate bankruptcy collection department. The firm-wide bankruptcy department is headed by Partner David Aelvoet. Assisting him are multiple dedicated professionals including nine attorneys and over 30 paralegal and clerical staff support our bankruptcy attorneys. Although not every fee or fine in bankruptcy justifies the expenditure of time and money, when large amounts of delinquent debts that meet the Court's threshold wind up in bankruptcy, we are ready, willing, and able to pursue them throughout the United States.

Linebarger's Professional Contact Centers

Linebarger operates seven professional contact centers across the country, staffed with 188 professionals. These centers rely on state-of-the-art technology for managing all inbound and outbound call campaigns. During peak times, Linebarger contact centers nationwide receive an average of 10,000 calls per day. We update and maintain our systems daily to ensure our collectors are given the support they need while making and/or receiving a continuous stream of calls.



Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Linebarger's Gig Harbor Contact Center

The Gig Harbor contact center, with backup support from the San Antonio contact center, will conduct the Court's dialer campaigns and respond to all delinquent account holder calls and communication methods for your accounts.

Virtualized Contact Centers

The two virtualized sites enable calling hours from 5:00am to 7:00pm PST Monday through Friday with additional weekend hours. The Court benefits from this process by having coverage for every call that is received, targeted calling campaigns, security of data, and uninterrupted services.

Linebarger relies on virtualized contact center functionality when the load on one center exceeds capacity. These virtualized sites enable us to offer extended calling hours with additional weekend hours. This system also assures our clients that our contact center operations will have little to no downtime in the event of a natural disaster, as they are in different geographic regions throughout the U.S. and unlikely to be affected by the same circumstances. All data is securely managed and maintained by our IT teams over these virtualized networks.

Primary Dialer Features for Linebarger Contact Centers

- SIP based telephony (VoIP)
- Fully blended call handling (inbound & outbound)
- Predictive dialing with compliant algorithms
- TCPA and FDCPA compliance management
- ACD with skills-based routing
- IVR with 24-hour automated payment capability
- Real-time reporting and analytics
- Multiple nationwide contact centers
- Interactive automated messaging
- Integrated call recording
- Agent quality assurance metrics
- Agent monitoring & coaching
- Telephony redundancy for disaster recovery
- Equipment redundancy
- Site redundancy



Call Recording

The firm recognizes the need to monitor and record telephone calls for quality control and training purposes. Linebarger integrates its predictive dialer with our collection software system. This system is capable of recording all conversations between delinquent account holders and Customer Services Agents (CSAs). Digital recordings are available to the Court upon request.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

We record all calls to protect your interests and the interests of your delinquent account holders. Calls are recorded in discrete tracks, allowing the Court to listen to the collection agent, the delinquent account holder, or both.

These recordings also assist us in better training our collectors and ensuring quality control. We maintain our recordings online for one year and then archive them to offline storage for an additional five years. While the general information of each call is recorded, we do not record credit card information.

Contact Center Capabilities

We are experienced in dealing with call volume fluctuations and manage these events through contact center strategies, technology, and more trained personnel. Our dialer system has 667 lines available for inbound, predictive, message blasting, and internal transfers, across all Linebarger contact centers, with inbound calls ranked as the highest system priority. Our system offers multiple options for inbound callers to select from, based upon client criteria, including self-service, callback, website service, and voicemail for a callback if the caller leaves a message.

Interactive Voice Support

An interactive voice response system will assist callers who use the toll-free number. The system presents callers with several options, including hold for forwarding to a specific agent (maximum wait time of 30 seconds), leave a message for a specific agent, or leave a general message to be forwarded to the appropriate agent the next morning. All calls are returned no later than the following business day.

Payment Management

Just as we customize our collection processes to meet your needs and expectations, we do the same with respect to handling payments. Our goal is to make payment as convenient as possible for the delinquent account holder. For example, all Linebarger collection notices include a detachable payment coupon and a return envelope as well as a link to our payment portal, lgbswebpayments.com.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Convenient Payment Options

If you specify that all payments go to your payment center and a delinquent account holder sends payment to us in error, we date-stamp it, document its receipt, and immediately forward it to you. If additional payments are required, we advise the delinquent account holder of the balance owed and provide the correct mailing address for payments. In the event that you ask us to process some or all payments, we provide multiple payment options in addition to traditional payment by mail. We accept:

- Checks by phone – The delinquent account holder provides bank account information over the phone to process a payment immediately. We forward the payment to you within 5 to 7 business days to ensure there are sufficient funds in the account to cover the payment.
- Credit cards – The delinquent account holder provides credit card information either by phone or via our website. All of our contact centers accept credit card payments 24 hours a day through our IVR system. Our credit card merchant processes funds on a daily basis meaning you receive your funds within 48 hours.
- Mobile device payments – The Linebarger payment website is compatible with mobile devices, allowing delinquent account holders to make payments using a credit card, debit card, or an Automated Clearing House (ACH) transaction.

Linebarger meets the payment method requirements outlined within the Court's Scope of Work, item 3.4.3.

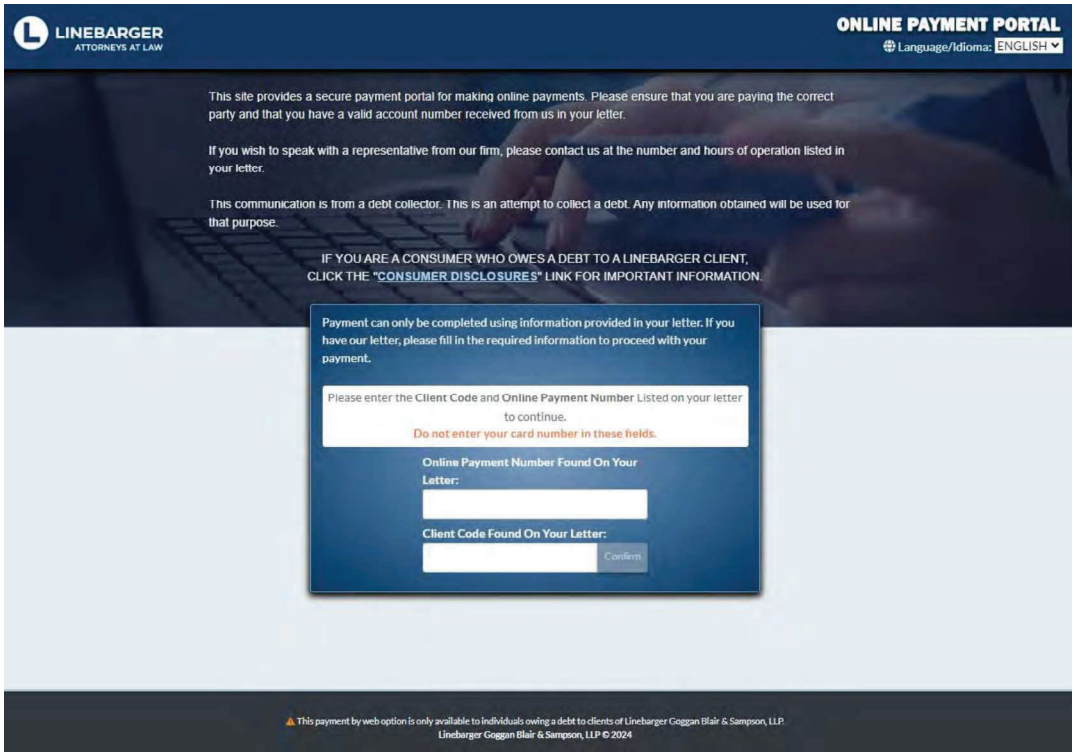
Online Payment Portal

Linebarger's online payment portal (lgbswebpayments.com) allows delinquent account holders access to their account balance(s) in real-time 24 hours per day, 7 days per week, and 365 days per year. The real-time balance includes any pending payments and adjustments to reduce the need to speak to a Customer Service Representative. All website traffic is securely transmitted using the latest encryption algorithms, ensuring privacy of information. Linebarger's online portal is PCI compliant as we are PCI Level 1 Certified as a Merchant and Service Provider.

To enhance the delinquent account holder experience and to increase accessibility, the payment portal website dynamically adjusts for the optimal view on any desktop, laptop, or mobile device. Linebarger's secure, real-time online payment portal collected payments from 136,000 delinquent account holders resulting in $23 million of previously uncollected debt in 2024.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

The payment portal has the capability of Spanish or English translation with a click of a button. All letters include a link to our free payment portal, lgbswebpayments.com. Users can also pay with Canadian credit cards.

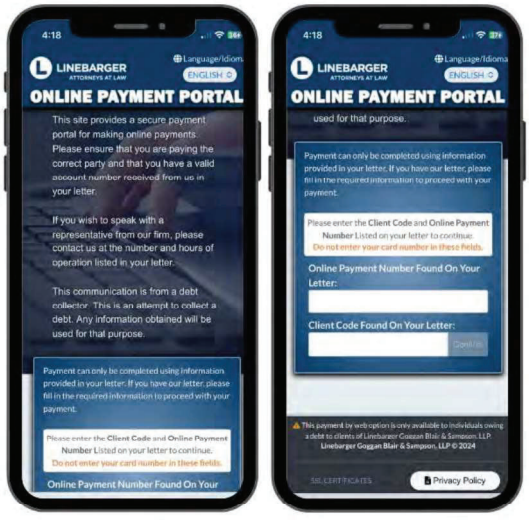


Customer Support for Online Payments

The delinquent account holder is instructed to contact Linebarger at the number provided on their letter for help. This ensures they reach the correct contact center to help them with questions on their accounts.

Mobile-Device Compatible Payment Website

Linebarger's Fines & Fees Payment website is compatible with mobile devices, allowing delinquent account holders to pay their accounts using credit cards, debit cards, or ACH transactions from their smart phones. If the Court's payment website is compatible with our mobile application, we could point delinquent account holders to the Court webpage to expedite payments.



No app is required in order to use Linebarger's mobile portal (lgbswebpayments.com). When you visit the website using your mobile device, it automatically directs you to the mobile portal.

This portal works with a host of mobile devices. Our web portal automatically detects the presence of a mobile device and

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

provides the same menus and content as our regular website, but in a format customized to display on mobile device, making it easier to read and use.

Our most recent release features:

- Viewing the website in English or Spanish with a simple click of a button
- Accepting credit cards issued in Canada
- Providing enhanced security features to ensure the highest level of PCI compliance

Payment Processing

Should you elect to have Linebarger handle payment processing, we can do so either through our national payment center or via a third-party financial institution (lockbox). In both cases, we handle all payments in a secure environment and document all activities. We have over 20 years of experience in lockbox services. We report daily totals to you and transfer funds to your depository account(s) on a schedule set by you.

Overpayments are handled per your instructions. We treat underpayments as partial payments and collection efforts will continue for the remaining balance. If a delinquent account holder sends an improper amount or falls more than 10 days late in making a payment, the collector will follow up with the delinquent account holder via phone. Payments received on closed accounts will be handled in the manner determined during the implementation phase.

Whether we process payments at our national payment center or via a lockbox, our procedures will provide you with full accountability and security. We segregate important control functions in such a way as to safeguard your funds and ensure that there can be no single point of failure in the process. Moreover, we utilize an internal audit team and an audit committee to maintain an effective control system. These systems offer security with an easy payment experience for our clients and their constituents.

National Payment Processing Center (PPC)

Once payments are received at the PPC, they are digitally imaged and deposited into separate trust accounts. Using the attached coupons or other identifying markers, the payments are coded to delinquent account holder accounts in our CUBS system so credit is given to each payer's account(s). Each trust account is separate and apart from other trust and non-trust, accounts owned, controlled or accessed by the firm.

At the end of each business day, our accounting employees at the PPC compare the daily transactions in our CUBS system with the daily deposit. Once reconciled, they submit a file to our Austin headquarters that outlines what to pay each client out of their respective trust funds. Our PPC does not have the ability to disburse funds, which is an important security feature. Payments are made through our Austin headquarters' Accounting office, which transmits payments to each client via ACH or check, depending on each client's wishes. Payment files are transmitted from our Fees and Fines division (from our CUBS system) to our clients so each client understands what was received by each payer on a given day.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Reports: Documenting and Reporting Collection Activity

We thoroughly understand the need for transparency with respect to our work on your behalf. That is why we document all collection activity as it occurs as well as feedback, instructions, or other commentary from management with respect to all accounts.

We work with you to tailor our monthly reporting schedule and provide the details in the format you desire. A typical suite of reports might include:

- Collection reports that enable you to review collections through a number of filters including type of offense, year, placement month, etc. (These reports also provide collection percentages, number and value of accounts undergoing collection activities, total accounts collected, and other performance data)
- Account activity reports that document the total number and value of all accounts, their referral dates, and their status at the time the report is prepared. This can include both active accounts, resolved accounts, and recalled accounts
- Payment management reports that provide status of payments made through Linebarger's payment systems
- Custom reports that enable you to examine or publish the data in a multitude of ways. We understand that, as a public entity, you need to report revenue-related data to other elected and appointed officials, the media, your constituents and others and will work with you to prepare suitable reports
- History report – customized to meet the Court's exact requirements

We have provided sample reports in Exhibit C.

Work Plan

A sample work plan is provided below and outlines the activities involved with the process for recovery of outstanding delinquent accounts.

Sample Work Plan
Account Preparation: Transferred accounts are loaded into a fully secure, client-specific segment of our data processing system. Mail and telephone collection efforts begin at the same time.
Mail Contact: We transfer accounts with verified addresses to our demand letter inventory. The Court approves the letters, telephone scripts, and the mailing schedule during the contract implementation period. Within days, the system generates an initial letter on our firm's letterhead. Typical letters: - Advise that the account has been placed with our law firm, which is under contract with the Court - Provide contact information, including our toll-free telephone number - Include a detachable payment coupon, return envelope, and information on our web payment portal

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Follow-up Letters: Our series of demand letters (sent on a schedule determined by the Court) continues if the delinquent account holder fails to respond. *Undeliverable Mail*: Undeliverable mail is processed and forwarded for skip-tracing. Once we receive updated addresses, we mail the new demand letters. *Incoming Letters*: We handle letters from delinquent account holders per your instructions. Linebarger attorneys respond when the situation warrants a response from an attorney.
Telephone Contact: Our system distributes accounts continuously to collectors who verify the delinquent account holder's identity, confirm basic account information, and attempt collection. Collectors work to resolve accounts through payment-in-full, installment agreement, or legal enforcement as requested by the Court. As our first priority, we always seek payment in full. To accomplish this, our collectors help delinquent account holders evaluate their financial resources, review the advantages of payment in full, and help them develop strategies that enable a single, in-full payment. We will discuss installment or other payment options only if authorized by the Court.
Omnichannel: If desired, we will implement a strategy to reach delinquent account holder by email, text, chat, or any communication method that is indicated as their preferred channel. Automated workflows can send reminders, follow-ups, and notifications on our clients' desired channels. Data analytics track the performance of each channel and make informed decisions about communication strategies, while seamlessly integrating multiple communication channels to interact with delinquent account holders in a consistent and coordinated manner.
Skip-Tracing: When an account does not include a phone number or when a collector finds that the listed address or phone number is incorrect, we forward the account to our skip-tracing vendors for updated information.
Processing and Tracking Payments: We offer a variety of payment options for your delinquent account holders, including our online payment portal, mobile payments, debit/credit cards, checks, money orders, and more. Based on your specific needs and preferences, we provide a comprehensive suite of services to ensure all payment requirements are met. Our dedicated in-house national payment processing center ensures secure handling and tracking of all transactions. Additionally, our robust reporting services offer detailed tracking and confirmation of payments, with real-time account access available through our Client View system. If you elect to have payments directed to you, we will confirm and report frequently to ensure accurate balances and correct payment notations.
Documenting/Reporting Collection Activity: Our system documents all collection activities as they occur. We document all activities, including managers' feedback and instructions for collectors' review and action. We provide reports according to each client's preferred schedule and format. This includes reports on collection activity and payments/deposits and reports showing collections by placement type, account collection history, total cases collected, and more. We can also provide any special reports our clients need.

2.3 CONTRACTOR SERVICE REQUIREMENTS

Linebarger is willing and able to meet the requirements set forth in RFP section 2.3. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Linebarger will produce all reports required by the Court within Section 3.13.4 and will deliver them according to the timeline and format established by the Court.

Sample reports are provided in Exhibit C.

We will conduct the following collection activities, pursuant to the contract, in accordance with all applicable State and Federal consumer and collection practice laws:

- Obtain and maintain appropriate licenses, approvals, permits and authorizations required by applicable laws throughout term of contract. Linebarger will be responsible for all fees, costs and taxes associated with obtaining such licenses, approvals, permits, and authorizations.
    - Linebarger is licensed to collect delinquent receivables in throughout the United States. We also believe that we retain and maintain all necessary and appropriate licenses, approvals, permits and authorizations required by law to conduct our business on behalf of your Court. In the event we identify any requirements that are not currently met, we will immediately obtain and maintain these requirements throughout the term of the contract. Linebarger will be responsible for associated fees, costs and taxes.
- Linebarger will provide the Court a list of all pending and closed regulatory violations or non-compliances (e.g., Fair Debt Collection Practices Act (FDCPA), California Fair Debt Collection Practices Act (CFDCPA), UDAPP violations under Frank-Dodd Wall Street Reform and Consumer Protection Act, and the Consumer Financial Protection Bureau (CFPB) for the last five (5) years. In addition, Linebarger will immediately notify the Court of any new violations or instances of non-compliance. As a law firm that focuses on government debt collections, we have extensive understanding of and experience with federal, state, and local collections law, and we have an outstanding record of compliance. After 49 years of providing professional collection services to our clients, we have never had an FTC violation or FDCPA judgment levied against us for violating collection laws or regulations in the history of our firm. This record is not accidental, but rather the result of a combination of managerial commitment, selective recruiting, intense training and zealous quality control. In short, Linebarger has been in full compliance with all applicable laws, regulations, and ethical standards, and will continue to remain in compliance.
    - Linebarger will maintain and provide a list of pending and closed regulatory violations or non-compliances as required by the RFP and contract; and will immediately notify the Court of any new violations or instances. Linebarger's historical record of maintaining compliance is impressive – and is a result of affirmative action to maintain the highest levels of compliance.
- Linebarger is legally capable and unrestricted to provide the Court with all requested services from implementation through full execution of all services. We are prepared and ready to serve the Court.
- Our firm has reporting in place for the Court and will adjust any reports to meet the current requirements of the Court. Collection success will be provided in the format and frequency defined by the Court. We will report the collection success rate and gross recovery rate on a monthly basis. Please see Exhibit C, Sample Reports

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.0 CONTRACTOR'S SPECIFIC SERVICE REQUIREMENTS

3.1 COLLECTIONS VIA MAIL

All content in letters sent to Court debtors from Linebarger will be pre-approved by the Court Project Manager. Upon notice of contract award, our implementation team will meet with Court team members to discuss every implementation issue, including the collection letter series. We will draft letter content around your Court requirements and preferences. A California licensed attorney will review the letters to ensure they comply with all applicable laws and regulations. Following initial drafting, the letters will be sent through our internal legal standards review process wherein our internal committee, consisting of in-house lawyers with letter content drafting expertise, will review your Court's letter series for legal content (such as complying with applicable laws and regulations) and consistency with necessary procedural efficiency (such as making sure correct addresses and phone numbers are in the correct letters, etc.). The typical letter process includes sending an initial placement notice with the tax intercept notice, a second notice, third notice and annual notice if the account will be referred to FTB TIP. Once a payment plan is established, a confirmation is mailed followed by a payment plan default letter should the account become delinquent. These letters are sent in English and Spanish on the reverse side.

Upon an initial approval from the legal standards committee review, the letter series is submitted to your Court team for final review, confirmation of accuracy and approval. Once letters are approved by your Court team members, we will move the letters into production and mailing of letters to debtors.

Linebarger has an approved letters series in place for the Court and can adapt these letters to fit the new contract. We will not use or display the official seal or logo of the Court on any letters.

Please see Exhibit A: Letter Samples

3.1.2 CONTRACTOR shall employ "skip-tracing" to obtain current debtor address and phone number.

Linebarger will employ skip-tracing to track down missing debtor contact information. For ease of proposal evaluator review and to avoid over-duplication of mundane content, our full skip-tracing processes are described a few pages below in Section 3.2, beginning on page 74 within this chapter.

3.1.3 First Delinquency Letter

Linebarger will meet or exceed the requirements in RFP Section 3.1.3.

Accounts received from the Court are uniquely coded and sent to the National Change of Address (NCOA) database for address verification and then CASS-certified to meet U. S. Postal Service mailing

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

requirements for address standardization. We also perform a delivery-point validation (DPV) process at this time to ensure that the address is an actual deliverable address and not a vacant lot or non-existent address. This minor and seemingly insignificant, but invaluable process, allows initial letters to arrive to debtors at their correctly addressed location without delay.

Accounts with verified addresses are automatically transferred to the law firm's demand letter inventory queue, where the initial letter is immediately generated. Printing the demand letter on the law firm's letterhead impresses upon the debtors the gravity of his or her obligation to pay the delinquent amount owed.

In accordance with the terms of the RFP, each letter will:

- Identify our firm and advise the debtor that the account has been placed with our law firm, which is under contract with the Court
    - Debtors routinely respond with more urgency to a letter from a law firm than to a letter from a non-law firm collection agency
- Inform the debtor of the origin of the debt and the current amount owed
    - Linebarger letters clearly set forth all available information identifying the nature of the delinquent receivable. By including all available information in the written communication, debtors are less likely to be confused by vague or insufficient language. Removing all debtor questions within the written communication results in a higher likelihood of payment and resolution; and a lower probability of complaints.
- Advise of the consequences of continued non-compliance, such as possible driver's license suspension, wage garnishment and State tax refund intercept, if applicable
    - Linebarger letters will include factual reference to any remedy that is available to your Court that debtor may face for non-compliance.
- Describe payment options available such as installment payment plans
    - Linebarger letters will provide description of all payment options available to debtor in a manner intended to encourage payment and positive account resolution.
- Describe how payment may be remitted
    - Linebarger letters will describe all available payment remittance alternatives available to debtor. We understand that the ultimate goal of our efforts is to obtain payment and resolve the account. In this regard, ease and simplicity in accepting and processing debtor payment is paramount to the goal.
- Explain that a debtor with an Infraction/Misdemeanor with Unadjudicated Bail, Sanctions, Juror Sanction, Child Custody Evaluation or other accounts as approved by the Court who wish to dispute the debt must schedule a court appearance
    - Linebarger letters will clearly provide explanation to debtors of their right and ability to dispute their debt through court appearance. As lawyers and officers of the court, we fully understand and appreciate the importance of court accessibility in appropriate matters.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

We will work with your Court to protect debtor rights in a manner consistent with Court policy and directive.

- List a toll free (e.g., "800") telephone number, which allows debtors to remit payment, schedule a court appearance and/or obtain general information
    - Linebarger letters will all provide a toll-free telephone number that will allow debtors to contact our offices to discuss any account matter, including allowing remittance of payment, scheduling a court appearance and/or to obtain general information relating to their account.
- Provide a return envelope for the submission of payment
    - Linebarger letters will include a return envelope, along with a detachable, bar-coded payment coupon to allow debtors to easily remit payment by mail.
- List the Linebarger web page address, which allows debtors to remit payment
    - Linebarger letters will provide information instructing debtors on how to remit payment on their account through the Linebarger web page payment portal.

The following sample letter is provided purely as an example of content and form that may be used for your Court collection efforts. During implementation, the exact letter content and form will be developed and customized specifically for each separate debt type and remedy available.

Please see Exhibit A: Letter Samples

No Use of Court Seal or Logo

Linebarger will not use or display the official seal or logo of the Court on any of its letterheads or other communications with any debtor for any reason.

3.1.4 Follow-up Letters

Debtors who fail to make payment or otherwise do not respond by the 31st day following the date of mailing will be issued a second letter, provided the debtor has a valid address. Thereafter, follow-up letters will be sent to debtors with valid addresses on a schedule allowed or required by California Penal Code Section 1463.007 or until debt is satisfied in full. Please see Exhibit A: Sample Letters. We have included the primary suite of letters and included additional samples: FTB TIP, 2nd notice, 3rd notice, payment plan confirmation, and payment plan default.

Linebarger will mail the pre-intercept notice on behalf of the court each October.

3.1.5 Additional Letters

Linebarger will issue additional letters on a schedule allowed or required by California Penal Code Section 1463.007 or as needed, with the approval of the Court.

3.1.6 Spanish Language Version of Letters

All correspondence we send on behalf of the Court will be provided in both English and Spanish.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.2 SKIP TRACING

Skip-Tracing

Linebarger has provided a detailed outline of our collection process and the timeframe of collection activities within this response. **We never stop working your accounts.** Throughout this process we incorporate weekly legal sweeps, monthly skip-trace sweeps, and annual letter sweeps.



One of the numerous advantages of selecting Linebarger as your law firm for delinquent collections is our unwavering commitment to working every account. We do not engage in selective practices or prioritize easy to collect accounts. Instead, we tenaciously pursue all accounts and persistently seek out delinquent account holders. This commitment holds significant importance. As a collections law firm, our purpose is to locate delinquent account holders and facilitate resolution of their accounts, a process that may unfortunately extend over months or even years. However, ceasing our efforts to locate these delinquent account holders would render us unable to fulfill our mission.

As we identify delinquent account holders who have insufficient or inaccurate information that prevents successful communication, we initially pursue skip-tracing efforts through a batch process. Due to the volume of accounts we manage, our skip-tracing process is continuous – we do not store up accounts that are submitted only when we have reached a certain minimum volume. Accounts without sufficient contact information are pushed continuously through the process. By using this perpetual process, we are able to obtain updated contact information as soon as it becomes available.

We contract with several premium tiered vendors to locate delinquent account holders. We skip in excess of 16.5 million accounts on a monthly basis. We also review our batch skip-tracing system periodically to rank database skip-trace vendors according to performance and send accounts to the highest performing vendors.

Historically, we find that by using multiple skip-tracing vendors, we can more effectively locate delinquent account holders. and validate the accuracy of a skip vendor's data. Linebarger will relentlessly skip-trace accounts until a good address is discovered.

Our collectors access national skip-tracing databases for every state, city, and zip code to obtain phone numbers using delinquent account holders addresses. Our skip-trace vendors provide search information on a wide variety of variables including last known address to new geographic locations.

In addition to our automated batch skip-tracing process, our tenured professional collection staff perform well above and beyond the level of a typical collection agent. Our collection staff is inquisitive by nature and understand with focused particularity the exact information needed to assist a delinquent account holder in moving toward positive resolution.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

A delinquent account holder's conversation with our collection staff results in significant amounts of valuable information – and through this exchange, our collection staff is able to educate, assist, and guide a delinquent account holder toward affirmative resolution.

Asset identification and location are critical components of a successful collection program. Our automated asset location system utilizes a number of vendors which search multiple databases, seeking places of employment, open bank accounts, real property, and other tangible assets. In addition to automated asset location efforts, our collection staff employs numerous skip-tracing tools and techniques to complete any necessary manual skip-tracing or asset location functions. As assets are identified and confirmed, Linebarger immediately moves forward, implementing legal enforcement methods to satisfy the delinquent account holder's obligation (if approved and authorized by the Court). Our collection staff is tenacious and operates on a near-private-investigator level as they handle accounts for our clients. The end result is that the delinquent account holder's obligations are resolved at an impressive level.

California Skip Sweep for TIP

Our 2024 skip sweep for California TIP transmission produced the following:

Participating Courts		
Alameda	Fresno	Marin
Calaveras	Humboldt	Napa
Contra Costa	Kings	San Luis Obispo
Del Norte	Los Angeles	San Mateo
El Dorado	Lake	Solano
		Yolo
TOTAL	**109,163**	

We send the pre-intercept letter during the month of October for all courts who participate in the program.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Letter Sweeps

Strategic and annual letter sweeps are conducted for all accounts that have not had recent activity. Meanwhile, our contact center places calls to accounts with telephone numbers. If contact information is found to be incorrect, our full skip-trace process is implemented.

Out-of-State and Canadian Debtors

Linebarger has direct access to Department of Motor Vehicles (DMV) records and information in 46 states and the District of Columbia, including California. Linebarger has extensive experience in obtaining DMV data in California as well as other States as a result of our toll road and parking collection programs. We also have strategic relationships with Canadian entities to obtain access to vehicle registrations in Canada and to perform Canadian debt collection services in those instances where Court debtors have moved out of the country.

Linebarger has the ability to locate Registered Owner of Vehicles (ROV) through Department of Motor Vehicle (DMV) access in 40 states, the District of Columbia, and Puerto Rico. Our firm protects all data provided by our clients and that obtained through location efforts, and communication with the customer.

Linebarger Access to DMV Records			
Alabama	Indiana	Missouri	Tennessee
Arizona	Iowa	Montana	Texas
Arkansas	Kansas	Nebraska	Utah
California	Kentucky	Nevada	Vermont
Colorado	Louisiana	New Mexico	Washington
Connecticut	Maine	North Carolina	West Virginia
Delaware	Maryland	North Dakota	Wisconsin
Florida	Massachusetts	Ohio	Wyoming
Georgia	Michigan	Rhode Island	
Idaho	Minnesota	South Carolina	
Illinois	Mississippi	South Dakota	

3.3 CONTACTS VIA TELEPHONE

3.3.1 Skip-Tracing

In the event the Court is unable to provide phone numbers for various debtor accounts, Linebarger will follow the general steps described in section 3.2, Skip-Tracing, to obtain current phone number information. Our skip tracing processes do include obtaining a “phone append” search to obtain phone number information that is available through the search effort.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.3.2 Telephone Calls

In tandem with our mailing process, our Contact Centers will make calls to those accounts that have phone numbers. If we capture a telephone number associated with the account through incoming calls or skip-tracing, we will use that phone number to make future calls on the account. We can also provide email notifications as part of our collection service. Our Chief Compliance Officer, Lori Gruver, will approve these email notifications to ensure that they meet all requirements for FDCPA compliance and Court policies and regulations. Our Gig Harbor and San Antonio full service Contact Centers will be designated to this contract.

NOTE: All telephone contacts comply with all applicable federal and state regulations, as well as your policies regarding such contact. Moreover, each time we reach a debtor, the collector will confirm that individual's identity and clearly identify themselves as an employee of the law firm under contract with the Court.

For the debtors' convenience, we assign a toll-free number to your project. Linebarger includes this number in all correspondence and phone conversations with the Court's debtors.

An interactive voice response system (IVR) assists debtors who call the toll-free number associated with the Court's contract. This system operates 24 hours-a-day for the convenience of after-hours callers.

The system presents callers with several options:

- Make credit card payments
- Hold for forwarding to a specific collector (maximum wait time of 30 seconds)
- Leave a message for a specific collector, or leave a general message for an individual collector the next morning

We return all calls no later than the following business day.

Customer Follow-up & Reporting

To provide a record and reporting trail that collection attempts are being made, every case worked has a tickler (work again date) field that must be populated before a collector is able to exit out of that case. These ticklers are time- and date-stamped for follow-up either manually or with a system-generated response. To assure that we address all accounts timely, several reports track our process. In specific instances (i.e., those requiring immediate follow-up), a supervisor will transfer that case to his or her ownership and personally seek to resolve the issue or request. Once resolved, the supervisor transfers the case back to the responsible person or group.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Main Dialer Features for Linebarger Contact Centers

- SIP based telephony (VoIP)
- Fully blended call handling (inbound & outbound)
- Predictive dialing with compliant algorithms
- TCPA and FDCPA compliance management
- ACD with skills-based routing
- IVR with 24-hour automated payment capability
- Real-time reporting and analytics
- Multiple nationwide Contact Centers
- Interactive automated messaging
- Integrated call recording
- Agent quality assurance metrics
- Agent monitoring & coaching
- Telephony redundancy for disaster recovery
- Equipment redundancy
- Site redundancy



We record all calls to protect your interests and the interests of your debtors. These recordings also assist us in better training our collectors and ensuring quality control.

We maintain our recordings on-line for one year and then archive them to off-line storage for an additional five years. While the general information of each call is recorded, we do not record credit card information.

3.3.3 Compliance When Making Contact

Linebarger aims for zero complaints. For example, from October to December 2024 there were a total of three complaints and these were resolved by providing additional information. All calls and communication with debtors – both inbound and outbound calls - will be made in strict compliance with all applicable rules and regulations governing collection practices in the United States. The focus on customer service will be paramount in all collection attempts.

Collector Training Program

Linebarger's collector training program consists of two parts: new hire training for employees in their first two weeks with the firm; and ongoing training for all employees, regardless of tenure. Collectors undergo 80 hours of training before they work independently. Contact Center managers maintain training records for every employee.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

New Hire Training Check-off Sheet

Our New Hire Training Check-off Sheet summarizes the collector training process.

NEW HIRE TRAINING CHECK-OFF SHEET

Name_____ Hire Date_____

	Employee	Supervisor	Date
New Employee Info Sheet	_____	_____	_____
CUBS training module	_____	_____	_____
FDCPA training module	_____	_____	_____
ACA PTCT training module	_____	_____	_____
Office policies training with supervisor	_____	_____	_____
Admin process/client training with supervisor	_____	_____	_____
Shadow with supervisor	_____	_____	_____
CUBS Training worksheet and navigation	_____	_____	_____
TLO skip tracing training	_____	_____	_____
XDCI client info screen	_____	_____	_____
Noble Systems phone training	_____	_____	_____
Phone etiquette training	_____	_____	_____
Call Scripting and Turnover call procedures	_____	_____	_____
Client-specific training	_____	_____	_____
Bankruptcy and Dispute Process training	_____	_____	_____
Compliance Training, Policies and Procedures	_____	_____	_____
Sample Noble Scorecard	_____	_____	_____
Logging into Dayforce	_____	_____	_____
Payment plan procedures and requirements	_____	_____	_____
Review of Agent Performance Reports	_____	_____	_____

With assistance from senior managers and experienced collectors, Linebarger's trainers lead newly hired collectors through a rigorous five-phase education and examination process:

Phase 1: Laws and Regulations and Company Policies

Training shall include a minimum of sixteen (16) hours on FDCPA, more restrictive state collection law, and other law relating to the collections industry.

Following initial training on the FDCPA, state collection laws, and other collection laws, new collection employees are tested on the materials covered.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

The minimum acceptable test score is 90 percent; all employees receive follow-up training on any incorrect answers. Any employee that fails to meet the minimum score receives additional training and another opportunity to pass the test.

Phase 2: FDCPA, Telephone Techniques and System Training

Trainees continue their study of the FDCPA using a computer-based training program developed by the American Collectors' Association (ACA). Instructors review final exam results with trainees, fully explaining correct answers to any missed questions. Two ACA training tools are used to teach collectors appropriate telephone techniques: Professional Telephone Collection Techniques, an interactive software package; and Advanced Telephone Collecting, a DVD package that includes worksheets.

Collectors receive thorough training on the firm's customized computer system. Trainees first take Computer-Based Training (CBT) lessons with instructors, and then complete on-the-job training (OJT) within their assigned units.

Phase 3: Court-Specific Training

Training that focuses on the Court's needs and circumstances ensures compliance with its procedures and policies and regulations governing its activities, as well as understanding the nature of the delinquencies owed the Court.

Phase 4: Hands-On Collection Training

Each trainee works with a trainer, a manager, and a senior non-management collector in rotation to ensure the trainee understands and learns the use of proper collection techniques. Each trainee is closely monitored to ensure compliance with Linebarger's standards of operation and FDCPA requirements.

Phase 5: Mentoring

Linebarger's new employee training concludes with an on-the-job mentoring program. In addition to an immediate supervisor, each new collector is assigned to a senior employee and taken "under his wing" to sharpen skip tracing skills, telephone techniques, and overall knowledge of the Court receivables. Such mentoring enhances performance and minimizes complaints.

Designated Trainers

At each of Linebarger's Contact Centers, an individual is designated to provide training activities. These include frequent special sessions on systems upgrades and collection tools enhancements, and presentations on collection topics such as regulatory changes.

Educational Materials

Linebarger maintains membership in many of the industry's professional organizations, and uses their videos and other educational materials in its ongoing training programs.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

External Training

Linebarger encourages employees to participate in external training opportunities. Employees bring information from such courses and seminars back to the firm for the benefit of managers and collectors alike.

Group Discussions

Periodic, interactive discussions inform collectors and other employees about changes in operating procedures, laws, and regulations. To ensure that fair treatment of each debtor is part of the normal course of business for every Linebarger collector, we monitor phone calls for compliance and professionalism. We also monitor system actions to ensure collectors follow correct procedures for account documentation. Collectors are generally monitored a minimum of several hours each month.

Onscreen Displays

On the job, onscreen displays reinforce collectors' training by highlighting restrictions, guidelines and operating procedures specific to a particular client. Such reminders help the collector comply with the laws and regulations of the client's state, as well as applicable federal laws.

Regulatory Updates

The firm's attorneys and collection supervisors monitor changes in laws and regulations related to the accounts receivable management industry. They provide regular updates to employees to ensure continued compliance. Sources of information used to monitor changes in applicable collection laws and regulations include the following:

- Linebarger's Governmental Affairs and Compliance Divisions
- American Collectors Association (ACA) — the collection industry's leading professional trade organization
- *Legal Bulletin* — tracks legislation and regulation changes at the federal and state level
- *ACA Advocate* — provides information on court cases relating to the collection industry, including interpretation of decisions
- *Currents* — newsletter providing up-to-date legislative and regulatory information
- *Cred-Alert* — credit agency information as it relates to the collection industry
- *Collection Agency Report* — monthly newsletter for collection agency management
- *Collections and Credit Risk* — periodical for the credit and collections industry
- Continuing Legal Education Seminars
- *Inside ARM.com* — periodical for the credit and collections industry
- *Collector Magazine* — trade publication for consumer-based collection organizations
- Seminars, conferences and contacts with a network of industry professionals

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

As stated, after establishing telephone contact with a debtor our collectors clearly identify themselves as employees of a law firm under contract with the Court. Collectors then confirm the debtor's identity, and verify current address, telephone numbers, and place of employment prior to expanding the conversation and moving the matter toward a mutually positive resolution.

Example of working all accounts

Our contract with the Oregon Judicial Department: We have 199,385 accounts, 72 in a legal status, and only two are in a suspended "stop work" status. Linebarger works and re-works all accounts. This results in more return for our clients and a much higher resolution rate for all accounts assigned.

Monitoring Work Efforts

It is imperative that we monitor work efforts on a daily basis. Both our agents and supervisors rely on the collector bucket report below throughout the day. This allows us to identify outliers, monitor trends and be pro-active in working with our agents to be well rounded.

Agent Name	Talk %	Rank	Wait %	Rank	Wrap %	Rank	Pause %	Rank	Calls	Rank	RPC	Rank	RPC/Hr	Rank	Proms	Rank	Conv. Rt	Rank	Call Avg	Rank	Pt Total	Tot Rank
Agent 1	53.71	1	18.56	6	5.69	1	19.48	4	97	6	78	2	8.59	3	23	1	29%	3	0:03:01	6	33	1
Agent 5	48.81	4	18.27	5	10.58	5	19.52	5	137	2	109	1	11.95	1	15	4	14%	6	0:01:56	2	35	2
Agent 3	49.4	3	14.18	3	9.43	3	17.33	1	113	4	78	2	8.93	2	11	7	14%	6	0:02:17	4	35	2
Agent 6	45.37	5	23.66	7	7.1	2	18.54	3	146	1	75	4	7.75	4	14	5	19%	5	0:01:48	1	37	4
Agent 4	43.58	7	14.15	2	16.6	7	17.65	2	118	3	49	6	5.38	6	17	3	35%	2	0:02:01	3	41	5
Agent 7	49.55	2	13.24	1	10.32	4	24.51	7	68	7	38	7	4.17	7	18	2	47%	1	0:03:59	7	45	6
Agent 2	44.54	6	17.22	4	13.8	6	22.56	6	101	5	59	5	6.56	5	13	6	22%	4	0:02:22	5	52	7
Dept. Avg:	47.9		17.0		10.5		19.9		111		69.4		7.6		15.9		26%		0:02:29			
Dept Totals									780		486				111				Bandwidth	19		

Talk %	Amount of agent's daily production hours connected to a live party
Wait %	Amount of agent's daily production hours waiting for a next inbound or prepping for next outbound
Wrap%	Amount of agent's daily production hours updating account after call has ended
Pause %	Amount of agent's daily production hours pausing the blended call flow for lunch, break, or other
Calls	Total number of blended calls for the day by agent
RPC	Total number of Right Party Calls for the day by agent
RPC / hr	Number of Right Party Calls per production hour worked by agent
Proms	Total number of blended payments or promise payments taken by agent
Conv. Rate	Total % of Right Party Contacts that resulted in a payment or promise for an agent
Call Avg	Average time spent per blended call by agent

In addition to the daily monitoring, walking around, listening to agents calls and other tools available, we also monitor the inventory management.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Inventory management

We consider factors that affect rate, and respond accordingly. The following represents scenarios where a situation could affect rate and our response to that situation.

Factors Affecting Liquidation Rate	Response
Mail return	Additional skip tracing
Percentage of letters	Letter sweep
Skip trace attempts	Skip sweep
Inbound %	Skip, letter, and outbound sweeps
Outbound %	Dialer sweep

We also review and adjust staffing levels to maximize response times and performance levels.

Targets	1,500 ACR Agent to supervisor ratio 10:1

Other Remedies
• Higher base wage ($15.00 per hour) results in better customer experiences
• Audits conducted by Contract Manager and Collection Manager
• Monthly meetings with Court staff
• Check that manually-dialed, day-time calls to customer cell phones occur at varied times
• Supervisors or veteran agents work accounts where we have reached the right party but still unwilling to pay

Recovery rates are monitored via the placement activity, liquidation, performance, set-up, and monthly collection activity. Each of these factors contributes to better collection results and ensures a higher level of customer service for the Court and debtors. Key performance indicators include:

- Liquidation by batch
- Net placement and collected percentage
- Liquidation by account type
- Resolution rate
- Mail return percentage
- Canceled amount percentage
- Letters mailed
- Address/phone updates
- Inbound phone activity
- Outbound phone activity

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Collector pledge

Linebarger has adapted our collection practices to ensure that social justice is carried out. Our collectors work with customers and abide by the collector pledge every day. In addition, each collector is required to post this pledge at their desk for reference during their daily work.

We incorporate the ACA Collector Pledge into our initial training, signed by all employees, and emphasized in our daily work.

"I believe every person has worth as an individual.
I believe every person should be treated with dignity and respect.
I will make it my responsibility to help consumers find ways to pay their just debts.
I will be professional and ethical.
I will commit to honoring this pledge."

Linebarger utilizes a compassionate approach to collections. We develop a positive working relationship with every individual assigned. Payment plans are negotiated based on income level and number of family members. Courteous service is required of all of our employees. Supervisors and managers listen to calls daily to make sure that each defendant is treated with respect.

Clients Reap Benefits of Quality Control Program

Although fully integrated into all of the firm's activities, Linebarger's quality control program is nearly invisible to our clients. Nonetheless, clients see the results:

- Few complaints from debtors
- Excellent recovery rates achieved
- Outcomes that justify and honor our clients' trust

3.3.4 Communicating with debtors with Special Needs

Assisting Special Needs Individuals

We staff our Contact Centers so that we can be responsive to debtors with a variety of needs. We can accommodate debtors with hearing or visual impairments with equipment that enables our Contact Center personnel to communicate directly and reliably with them.

Assisting Bilingual Debtors

More than 60 percent of our professional collectors are bilingual or multilingual, and we have translation assistance available in cases where we do not have staff with the requisite language skills. Our firm utilizes an interpreter service that allows us access to more than 10,000 interpreters in 240 languages. Our collectors simply dial a toll- free number, select the language and include the interpreter/operator on the call so that all communication is recorded and the debtors' questions are answered.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Our interpreter service works with various government entities such as courts and corrections, employment and labor, and public health. Translation services will be provided in Spanish, Chinese, Armenian, Korean, and Vietnamese, as well as other languages as needed.

3.3.5 Follow-up Telephone Calls

For debtors who are non-compliant, Linebarger collection staff will maintain contact with each debtor by attempting initiation of at least one phone contact per month. During the telephone call, our collection agents will:

- Identify our firm
- Inform the debtor of the origin of the debt and the amount owed
- Advise debtor of the consequences of continued noncompliance, such as driver's license suspension, wage garnishments, State tax refund intercept and/or asset seizures or liens
- Describe payment options including installment payment plans
- Describe how payments may be remitted
- Explain that a debtor with an Infraction/Misdemeanor with Unadjudicated Bail, Sanction, Juror Sanction, Child Custody Evaluation or other accounts as approved by the Court who wish to dispute the debt, must schedule a court appearance

Every communication from Linebarger to Court debtors will be made with the intention and goal of moving the matter toward positive resolution. This resolution not only serves the needs of the Court, but also provides positive and meaningful resolution and closure of an outstanding court matter for the debtor.

3.4 DEBTOR PAYMENT OPTIONS/METHODS OF PAYMENT

3.4.1 Flexible Payment Plans

Following are the payment plan options our collection staff currently utilize under the Court's contract:

ONE THIRD DOWN

For PRP plans, only accounts under client # CACOLASCTN should be set on PRP plan.DO NOT set up other client #s on PRP plans.

PRP PLANS ARE A ONE TIME SHOT. IF THEY DEFAULT THERE IS NO CATCHING UP AND NO SECOND CHANCE FOR A PRP PLAN

The Debtor can set up a license releasing plan with 1/3 down and the balance paid in 4 monthly payments.
**** Use XLRP to set PRP plan *****

When setting PRP plans all CACOLASCTN accounts must be included. The debtor cannot pick and

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

choose some and not others. Do not include any other client numbers in PRP plan.

The PRP needs to be set the day the down payment is being made.

All voluntary (non PRP plans) should be PAY status and can include accounts from all client #s

If the account is in SWC, we can set up the PRP/voluntary payment plan for CACOLASCTN or a voluntary payment plan for other client codes. If the debtor wants a court date for an SWC account, refer them back to the court.

While our initial goal and effort is to obtain full resolution of Court accounts through payment in full, Linebarger recognizes the simple fact that a number of debtors are simply unable to make payment in full. As we communicate with Court debtors to explore every option for resolution of their account and determine from a review of the debtor's finances that full payment is not immediately possible due to financial hardship or difficulties, we are always happy to negotiate flexible alternative payment plans that meet the needs of debtor as well as follow Court guidelines (if allowed by the Court). In establishing any alternative payment plan, we will not charge interest or fees to debtors for this service.

When an alternative payment plan is established, a payment plan letter is generated and sent to the debtor confirming the terms and Court-specific requirements. The letter also provides clear instruction on making the payments and complying with the terms of the arrangement.

Accounts with payment plans are placed in our system's installment agreement queue for automatic monitoring and tracking payment compliance. Both the system and the collector monitor payments until the delinquent amount is paid in full. In the event payment is not made in compliance with the arrangement, collection efforts resume immediately to obtain payment and continuing compliance.

Linebarger will always work with delinquent account holders to find a reasonable payment plan that fits with the delinquent account holder's budget. The goal is to keep the delinquent account holder compliant rather than having him/her fall off the plan. There is no benefit in establishing plans that are destined to default. Following is a sample poverty guideline we utilize for various client contracts.

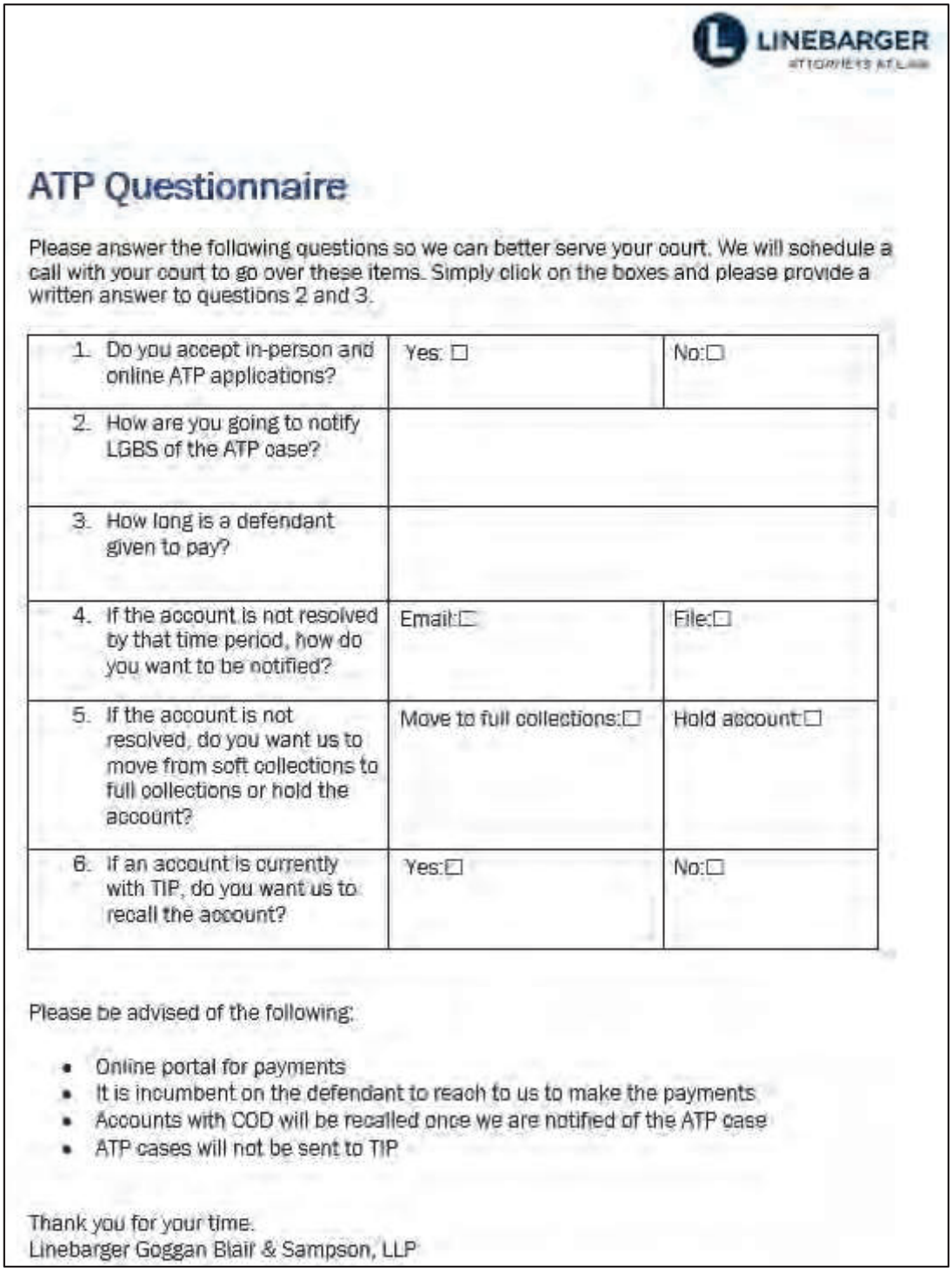
Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

	Baseline Yearly income under	150% of Baseline Yearly income under	Over 150% of Baseline Yearly income over
Single Delinquent account holder	$15,000.00	$22,500.00	$22,500.00
Family of 2	$20,000.00	$30,000.00	$30,000.00
Family of 3	$25,000.00	$37,500.00	$37,500.00
Family of 4	$30,000.00	$45,000.00	$45,000.00
Family of 5	$35,000.00	$52,500.00	$52,500.00
Family of 6	$40,000.00	$60,000.00	$60,000.00
Family of 7	$45,000.00	$67,500.00	$67,500.00
Family of 8	$50,000.00	$75,000.00	$75,000.00
Suggested down payment:	5% or $10.00, whichever is less	7.5% or $25.00, Whichever is less	10% or $50.00, Whichever is less
Suggested Monthly Payment:			
Balance under $1000.00	1/36th of the balance	1/24th of the balance	1/12th of the balance
Balance over $1000.00	1/72nd of the balance	1/48th of the balance	1/24th of the balance
Minimum Monthly Payment	$10.00 per month	$25.00 per month	$50.00 per month
Example 1, Delinquent account holder is a family of 3 and has 2 tickets for $600.00. Their yearly income is $30,000.00 per year. (Income is over Baseline limit but under the 150% Baseline limit, so the standard monthly payment is $600.00/24 = $25.00)		$ 25.00	
Example 2, Delinquent account holder is a family of 3 and has 2 tickets for $600.00. Their yearly income is $15,000.00. (Income is below the Baseline limit so the standard monthly payment is $600.00/36 = $16.67.)	$ 16.67		
Example 3, Delinquent account holder is a family of 5 and has 2 tickets for $600.00. Their yearly income is $55,000.00. (Income is over the 150% Baseline limit so the standard monthly payment is $600.00/12 = $50.00.)			$50.00
Example 4, Delinquent account holder is a family of 5 and has 4 tickets for $1700.00. Their yearly income is $22,000.00. (Income is below the Baseline limit so the standard monthly payment is $1700/72 = $23.61.)	$ 23.61		
Example 5, Delinquent account holder is a family of 5 and has 4 tickets for $1700.00. Their yearly income is $60,000.00. (Income is over Baseline level but under the 150% Baseline limit so the standard monthly payment is $1700.00/48 = $35.42.)		$35.42	
Example 6, Delinquent account holder is a family of 4 and has 4 tickets for $1700.00. Their yearly income is $53,000.00. (Income is over the 150% Baseline limit so the standard monthly payment is $1700/24 = $70.83)			70.83

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.4.2 Ability to Pay Programs

Courts can select to have Linebarger manage the program on their behalf once an account is qualified, or it is recalled from collections. Currently, Los Angeles Superior Court recalls ATP cases. Should this change, we are prepared to handle ATP cases on your behalf.



LINEBARGER
ATTORNEYS AT LAW

ATP Questionnaire

Please answer the following questions so we can better serve your court. We will schedule a call with your court to go over these items. Simply click on the boxes and please provide a written answer to questions 2 and 3.

1. Do you accept in-person and online ATP applications?	Yes: ☐	No:☐
2. How are you going to notify LGBS of the ATP case?		
3. How long is a defendant given to pay?		
4. If the account is not resolved by that time period, how do you want to be notified?	Email:☐	File:☐
5. If the account is not resolved, do you want us to move from soft collections to full collections or hold the account?	Move to full collections:☐	Hold account:☐
6. If an account is currently with TIP, do you want us to recall the account?	Yes:☐	No:☐

Please be advised of the following:

- Online portal for payments
- It is incumbent on the defendant to reach to us to make the payments
- Accounts with COD will be recalled once we are notified of the ATP case
- ATP cases will not be sent to TIP

Thank you for your time.
Linebarger Goggan Blair & Sampson, LLP

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.4.3 Forms of Payment

Our goal is to offer simple, attractive and convenient payment options to debtors that encourage payment and account resolution. **Linebarger never charges a convenience fee.**

For the debtor's convenience, Linebarger may accept, at a minimum, the following types of payments through various means including:

Convenient Payment Options

If you specify that all payments go to your payment center and a delinquent account holder sends payment to us in error, we date-stamp it, document its receipt, and immediately forward it to you. If additional payments are required, we advise the delinquent account holder of the balance owed and provide the correct mailing address for payments. In the event that you ask us to process some or all payments, we provide multiple payment options in addition to traditional payment by mail. We accept:

- Checks by phone – The delinquent account holder provides bank account information over the phone to process a payment immediately. We forward the payment to you within 5 to 7 business days to ensure there are sufficient funds in the account to cover the payment.
- Credit cards – The delinquent account holder provides credit card information either by phone or via our website. All of our contact centers accept credit card payments 24 hours a day through our IVR system. Our credit card merchant processes funds on a daily basis meaning you receive your funds within 48 hours.
- Mobile device payments – The Linebarger payment website is compatible with mobile devices, allowing delinquent account holders to make payments using a credit card, debit card, or an Automated Clearing House (ACH) transaction.

Linebarger meets the payment method requirements outlined within the Court's Scope of Work, item 3.4.3.

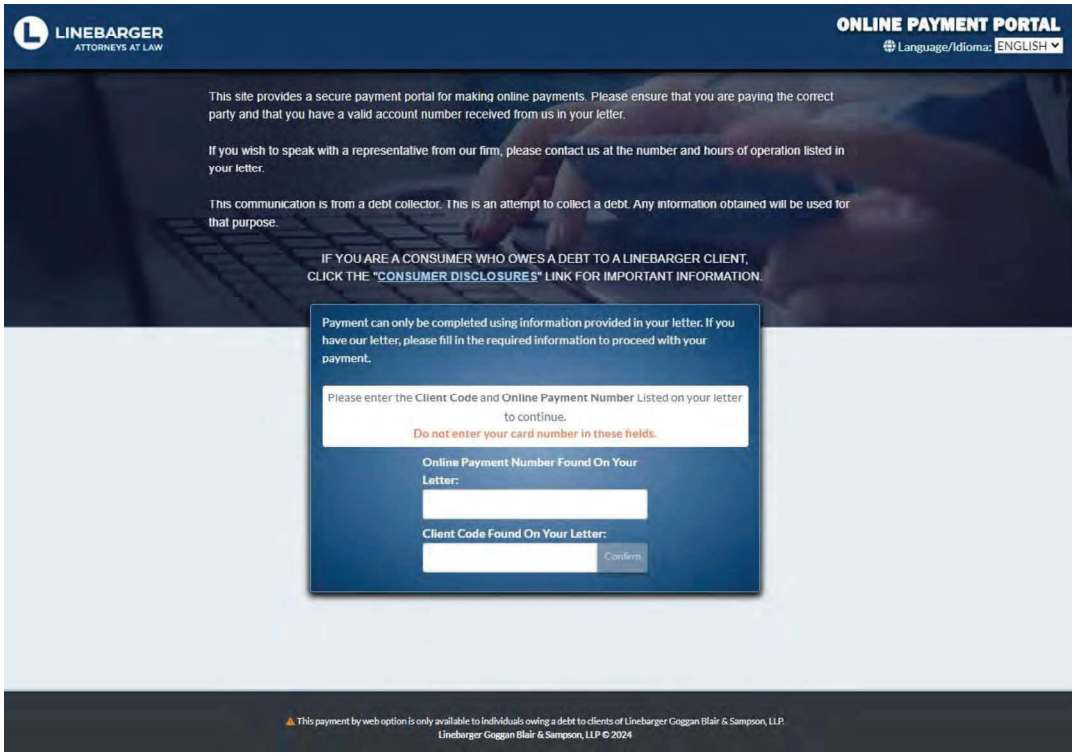
Online Payment Portal

Linebarger's online payment portal (lgbswebpayments.com) allows delinquent account holders access to their account balance(s) in real-time 24 hours per day, 7 days per week, and 365 days per year. The real-time balance includes any pending payments and adjustments to reduce the need to speak to a Customer Service Representative. All website traffic is securely transmitted using the latest encryption algorithms, ensuring privacy of information. Linebarger's online portal is PCI compliant as we are PCI Level 1 Certified as a Merchant and Service Provider.

To enhance the delinquent account holder experience and to increase accessibility, the payment portal website dynamically adjusts for the optimal view on any desktop, laptop, or mobile device. Linebarger's secure, real-time online payment portal collected payments from 136,000 delinquent account holders resulting in $23 million of previously uncollected debt in 2024.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

The payment portal has the capability of Spanish or English translation with a click of a button. All letters include a link to our free payment portal, lgbswebpayments.com. Users can also pay with Canadian credit cards.

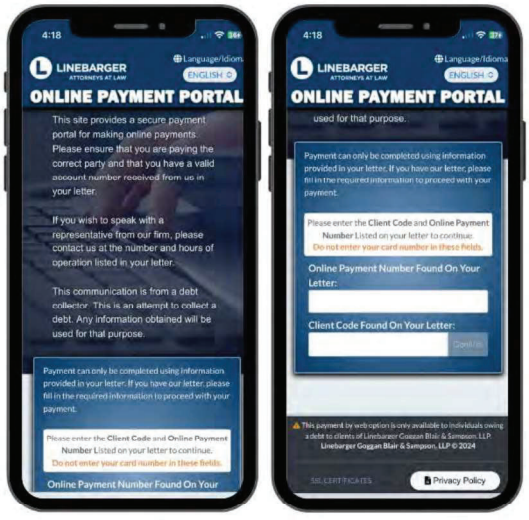


Customer Support for Online Payments

The delinquent account holder is instructed to contact Linebarger at the number provided on their letter for help. This ensures they reach the correct contact center to help them with questions on their accounts.

Mobile-Device Compatible Payment Website

Linebarger's Fines & Fees Payment website is compatible with mobile devices, allowing delinquent account holders to pay their accounts using credit cards, debit cards, or ACH transactions from their smart phones. If the Court's payment website is compatible with our mobile application, we could point delinquent account holders to the Court webpage to expedite payments.



No app is required in order to use Linebarger's mobile portal (lgbswebpayments.com). When you visit the website using your mobile device, it automatically directs you to the mobile portal.

This portal works with a host of mobile devices. Our web portal automatically detects the presence of a mobile device and

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

provides the same menus and content as our regular website, but in a format customized to display on mobile device, making it easier to read and use.

Our most recent release features:

- Viewing the website in English or Spanish with a simple click of a button
- Accepting credit cards issued in Canada
- Providing enhanced security features to ensure the highest level of PCI compliance

3.4.4 Payment Plan Statement

Linebarger will provide a statement and a return envelope to debtors who have established a monthly payment plan. The statement will inform the debtor of the amount paid to date, the remaining balance, the minimum amount due, and the payment due date. Should the debtor default on the payment plan, a payment plan default notice will be mailed.

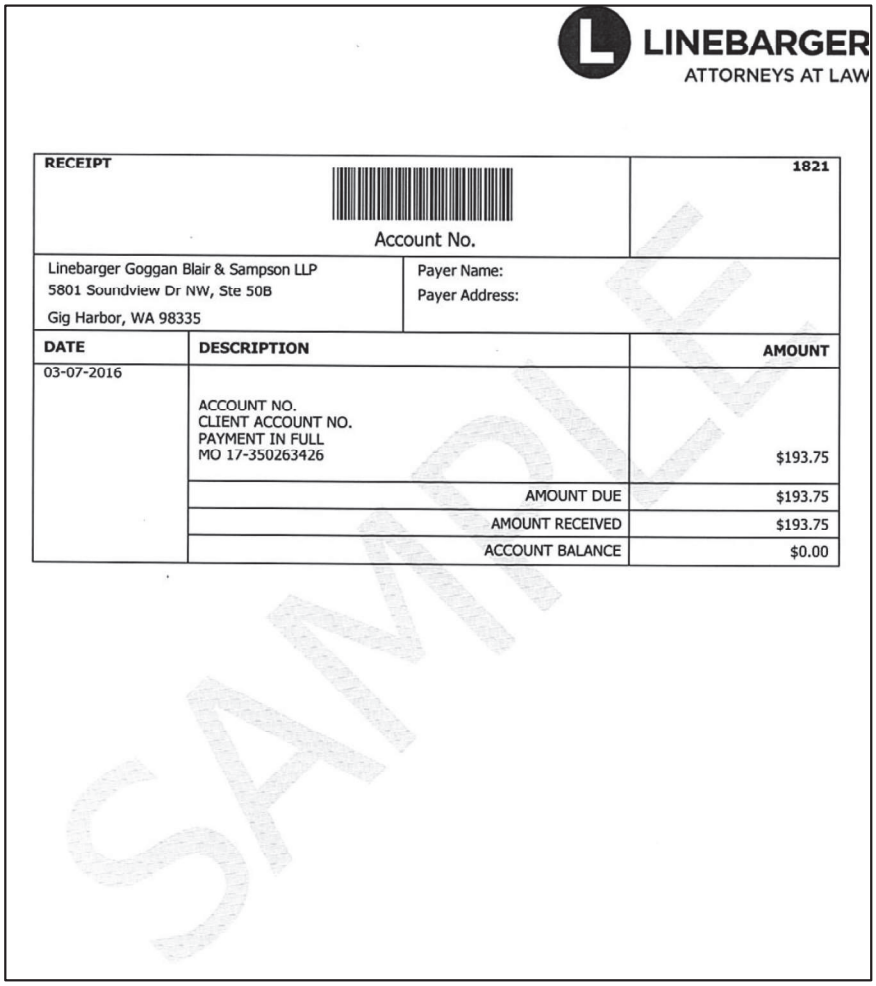
3.4.5 Personal Checks

We will ensure that when a debtor submits a personal check at one of our local business offices and a receipt is issued to debtor, the case number or Linebarger account number, receipt number, and debtor's last name appear on the check. Linebarger proposes a 5-day holdover on personal checks as is currently in place.

3.4.6 In-Person Receipts

Linebarger will provide each debtor a receipt for all payments received in person at one of our local business office(s).

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885



LINEBARGER
ATTORNEYS AT LAW

RECEIPT		1821
	Account No.	
Linebarger Goggan Blair & Sampson LLP 5801 Soundview Dr NW, Ste 50B Gig Harbor, WA 98335	Payer Name: Payer Address:	

DATE	DESCRIPTION	AMOUNT
03-07-2016	ACCOUNT NO. CLIENT ACCOUNT NO. PAYMENT IN FULL MO 17-350263426	$193.75
	AMOUNT DUE	$193.75
	AMOUNT RECEIVED	$193.75
	ACCOUNT BALANCE	$0.00

SAMPLE

3.4.7 Accepting Payments via the Internet

As noted early in this response, to encourage debtors to make full and prompt payments, Linebarger relies on a variety of convenient, secure electronic payment methods — such as checks by phone, credit or debit card payments by phone, and credit or debit card payments via our internet payment portal, and mobile payment application. We do not charge a convenience fee to debtors for any of the electronic payment options that we make available to them. Payment history can also be viewed through this system.

3.5 COURT APPEARANCES

As a law firm and as lawyers, we have a full understanding and appreciation for the importance and necessity of the legal process and a debtor's right to a court hearing.

This process not only allows a debtor an opportunity to have his or her matter properly adjudicated, but also insures and protects that debtor's constitutional due process rights.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

As lawyers and "Officers of the Court", we hold an inherent understanding of, and duty to, the Court (and the entire court system). There is no one more inherently qualified to uphold and administer the requirements of this RFP section than a collection vendor partner such as Linebarger.

Linebarger team members have direct and relevant experience in handling this very activity of scheduling court appearances on behalf of the Court and at the request of the Court's debtors. Upon notice of contract award and during implementation meetings with the Court staff, we will develop the customized and preferred protocols that your court wishes to implement and utilize. We are confident in our ability to handle this function in an efficient and effective manner.

3.5.1 Court Appearances

Linebarger will allow debtors to set a court appearance as directed by the County/Court. Linebarger will work with the slots allotted to us to assign court appearances. This process is currently in place for the Court. We will adapt to the Court's request for additional slots and moving locations. We will report the appointments on a daily basis so the Court can update their records. For example, on traffic failure to appear cases, a debtor retains the right to an arraignment/hearing. Therefore, upon request by a debtor, Linebarger will:

- Allow a debtor to schedule a court hearing, pursuant to Court policy, on the following types of accounts: Traffic Failure to Appear, Civil Sanctions, Juror Sanctions and Child Custody Evaluations.
    - For any matter in which a debtor retains the right to an arraignment/hearing (and for any matter that the Court allows or authorizes a debtor to appear for hearing to expedite the judicial process or provide convenience to the debtor), and upon request by a debtor, Linebarger will allow and assist debtor in scheduling a court appearance.
- Schedule a court appearance on a day and time which has already been established by the Court (the Court may provide Linebarger with dates and times for each location, as needed.)
    - We understand that your court will provide a schedule of pre-established court appearance dates, times and locations that are available. Linebarger will assist debtor in scheduling a court appearance on an appropriate date, time and location. Linebarger and team members to be assigned for your court project have experience in handling this particular court appearance hearing process.
- Linebarger will be responsible to transfer a data file electronically of all court dates, court locations, and debtor phone numbers to the court's case management systems and separate electronic system as designated by the County/Court known as the Court Appearance Reminder System (CARS). CARS places automated reminder calls to debtors that have pre-scheduled a court date through Linebarger.
    - Upon scheduling a court appearance with a debtor, Linebarger will transfer an electronic data file with the relevant and necessary information to the Court's CARS system. Linebarger and team members to be assigned to your Court project have experience in handling this process.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

- If appropriate and with express debtor consent, Linebarger will notify debtor of court date and account balance via text messaging.
    - Linebarger has the capability to communicate with appropriate parties via text messaging. If appropriate, and with the express consent of debtor (and when all other compliance measures are met), Linebarger will notify debtor of their court date and account balance.
- Upon scheduling a court appearance, immediately suspend all collection activity until the County/Court requests that it be resumed.
    - Linebarger will suspend all collection activity immediately upon a debtor scheduling a court appearance. This suspension of activity will remain until the County and/or Court directs that activity is to resume.
- Debtors who are referred with either Adjudicated Infractions/Misdemeanors or Adjudicated Misdemeanors/Felonies accounts do not retain the right to an arraignment. Linebarger will refer debtors requesting an Ability-To-Pay Hearing to the Court.
    - Linebarger understand that debtors with adjudicated matters generally no longer retain the right to a court appearance.

      We have current procedures and processes in place to appropriately handle adjudicated matters. Linebarger will refer debtors requesting an Ability-To-Pay Hearing to the Court.

3.6 DEBTOR FAILURE TO COMPLY WITH NOTICES OF DELINQUENCY AND TELEPHONE CALLS

The ability to pursue available remedies against debtors who fail or refuse to comply with collection efforts that allow a voluntary resolution provides a necessary and desirable enforcement mechanism. As a law firm, and as lawyers, we have the ability to move from routine collection efforts to involuntary action without delay, when appropriate. All such action will be handled internally by in-house Linebarger lawyers and legal staff. Your Court will experience no delay, because Linebarger need not refer the account to an outside law firm for handling this remedy.

Likewise, because legal actions are not referred out to a law firm or lawyer who may be unknown to your Court, all communication pathways and contact points remain directly between the Court and your Linebarger contact point. The Court retains full awareness of the process; maintains consistent information flow and communication pathways, and full control over the process. Your Court and staff begin and end with the same contact point for any and every action taken by Linebarger on your behalf.

Linebarger continues to work accounts referred to TIP. If an account is with COD, we will update the status and COD representatives make the outbound contact. For both programs. Linebarger personnel are available to assist inbound callers.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.6.1 Involuntary Payment Actions

Upon a Judicial Order from the Court, Linebarger will initiate involuntary payment actions on debtors who fail to pay or establish a payment plan or satisfy their debt. The County/Court will provide a listing of types of accounts that are subject to involuntary payment actions.

Linebarger employee and California-licensed attorney Nancy Su has extensive experience in handling involuntary payment actions in Courts across the State, including the Los Angeles County Superior Courts. In the event your debtor has moved from the California jurisdiction, Linebarger has in-house lawyers and the ability to pursue involuntary actions in the state in which your court's debtor has relocated. We understand most involuntary payment actions will flow through COD.
Based upon the list and criteria received from your Court, Linebarger will pursue appropriate involuntary action. All necessary processes for pursuit of involuntary action are currently in place and exist in the Linebarger arsenal, and can be integrated and incorporated immediately in the process for your Court.

3.6.2 Recalcitrant Debtors

Linebarger will perform the following steps for recalcitrant debtors with accounts identified by the County/Court that are subject to involuntary payment actions that fail to establish a payment plan or satisfy their debt:

- Complete the required paperwork and obtain the appropriate court orders to enforce a civil judgment for the actions listed in this SOW.
- Institute one or more of the following actions:
    - bank levy
    - wage garnishment
    - repossession of property, including vehicle
    - real property liens

Linebarger is willing and able to meet the requirements set forth in RFP section 3.6.2. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your Court.

3.6.3 Associated Costs

Any and all associated costs incurred in instituting the actions listed above will be paid by Linebarger and reimbursed by the debtor upon collection of the debt. The County/Court will only pay commission on the referred amount and not on any associated collection costs.

Linebarger is willing and able to meet the requirements set forth in RFP section 3.6.3. We understand that in some jurisdictions, there will be statutory authority in favor of your Court (as a

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

governmental entity) for the waiver of some costs and filing fees. We will follow appropriate and applicable law in this regard.

Linebarger has current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

3.7 ACCOUNT MANAGEMENT

3.7.1 Withdrawal of Account

Linebarger understands that your county and court is the “owner” of the accounts being referred for collection efforts. The Court may withdraw any transferred account at any time, including accounts the meet the following conditions:

- Account referred in error
- Account dismissed by a judicial officer
- Debtor is incarcerated
- Debtor is deceased
- Account is referred to other agency for continued collection efforts

3.7.2 Handling of Recalled Accounts

Linebarger is willing and able to meet the requirements set forth in RFP section 3.7.2. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your Court.

Upon notification of a withdrawn account in writing, email or other means of electronic messaging from the County or Court (if such action is taken), Linebarger will remove the withdrawn account from our system within two (2) business days of receipt of notice from the Court. Accounts withdrawn will be electronically transmitted from Linebarger to the Court according to specifications by the Court.

Upon notice from the County or Court of account withdrawal, Linebarger will immediately cease all collection activity and close the account. A list of closed accounts will be maintained by Linebarger.

We understand that the Court reserves the right to take actions deemed necessary to recover debt from an account that has been withdrawn from Linebarger, and that in the event that the Court withdraws an account, our firm will have no claim or right to compensation on any outstanding balance subsequently recovered by the Court, one of its agents, or another service provider on such accounts.

3.7.3 Accounts Deemed Inactive/Uncollectible

Linebarger understands the concept and goal of Section 3.7.3 and will comply with the terms. While Linebarger never unilaterally defines or identifies an account as uncollectible per se, we will work with your court to determine relatively strictly defined attributes that will allow us to evaluate individual accounts according to your Court’s preferences.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

At least every 60 days, Linebarger will evaluate each account and decide as to whether collection activity should cease. Defining attributes for accounts deemed uncollectible are:

- Missing or inaccurate contact information including phone number and address
- Missing or inaccurate driver's license number
- No contact with debtor for the past consecutive six months
- Inactivity and no payment on account for the past consecutive six months

We will provide the Court with a monthly report on all accounts deemed uncollectible according to the defined attributes, including age of referral. During implementation, we will also discuss with your Court's implementation team potential strategies to improve resolution and collection on accounts that may not squarely meet defining attributes to be considered uncollectible.

In the event an account has been deemed uncollectible and returned to the Court, Linebarger will have no right to compensation on any outstanding balance subsequently recovered by the Court, one of its agents, or another service provider.

3.7.4 Transfer of Accounts Deemed Inactive or Uncollectible

Linebarger will work with the court on discharge from accountability cases. We can compile a list of recommended accounts. Linebarger will follow the court's order to close cases once the discharge is approved. Linebarger understands the County or Court reserves the right to takes actions deemed necessary for an account that has been deemed inactive or uncollectible, including, but not limited to referral to the California FTB or other collection entity. We will return accounts that have been requested back within 10 business days as instructed. We understand the scope of accounts to be returned to the County/Court include, but are not limited to:

- Any account meeting the criteria in Section 3.7.3 "Accounts Deemed Inactive / Uncollectible"
- Any account referred to Linebarger for a period exceeding 12 months from the referral date that has not been transferred to FTB-COD pursuant to Section 3.7.4
- Any account that Linebarger has referred to FTB Interagency Intercept Collection pursuant to Section 3.7.5 that remains unresolved.
- All accounts referred to Linebarger for a period exceeding 12 months from the referral date that have no payment on the account for the past consecutive 90 days.

3.7.5 Transfer of accounts to Franchise Tax Board (FTB), Court Ordered Debt (COD)

Typically, Linebarger works accounts for at least six months before referral to COD. There are currently over 104,000 accounts with COD for LASC.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

- Linebarger will interface with the California FTB and COD programs. We have extensive experience working with the FTB, COD and TIP programs. Processes are in place to facilitate this service.
- Upon direction from the County/Court, Linebarger will transmit selected collection inventory to the FTB COD for additional collection efforts. We understand the Court reserves the right to process referrals directly to FTB.
- Immediately upon transfer, we will transmit account information to up the Court collection management system.
- Upon referral of an account to the FTB COD, Linebarger will cease all collection activity on the account but, at a minimum, remain responsible for the following:
    - Linebarger will electronically send and receive account information to FTB COD in a format agreed upon by the County/Court and FTB COD.
    - Payment information received by Linebarger from FTB COD will be electronically transmitted to the County/Court. Linebarger will be responsible for updating our collection system and transmitting payment information to the County/Court using the process described in Section 3.10 – Transmission of Account Information.
    - Linebarger will notify defendants advising them that Linebarger is no longer pursuing collections and the account has been referred to FTB COD.
    - We understand that upon approval from the County/Court, Linebarger may be required to refund to the debtor any over-collected amount received from FTB COD.
    - Linebarger will be responsible for all costs associated with programming identification, transfer and separate reporting of accounts referred to the FTB COD.

3.7.6 Collections Transfer of accounts to Franchise Tax Board (FTB), Interagency Intercept Collections (Tax Intercept)

There are currently over 60,000 cases referred for TIP. Linebarger does extensive skiptracing to qualify additional accounts each year.

- Linebarger will interface with the California Franchise Tax Board, Interagency Intercept Collections (FTB Tax Intercept).
- Upon direction from the County/Court, Linebarger will transmit selected collection inventory to the FTB Tax Intercept for additional collection efforts.
- Upon referral of an account to the FTB Tax Intercept, Linebarger will cease all collection activity on the account but, at a minimum, remain responsible for the following:
    - Linebarger will electronically send and receive account information to FTB Tax Intercept in a format agreed upon by the County/Court and FTB Tax Intercept.
    - Linebarger will attempt and obtain debtor Social Security Numbers via skip-tracing tools (e.g. LexisNexis).
    - Payment information received by Linebarger from FTB Tax Intercept will be electronically transmitted to the County/Court. Linebarger will be responsible for updating our collection system and transmitting payment information to the County/Court using the process described in Section 3.10 – Transmission of Account Information.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

- Linebarger will mail a notice at least 30 days in advance of referring the account to FTB Tax Intercept, to the debtor advising them that Linebarger no longer is pursuing collections and the account has been referred to FTB Tax Intercept.
- We understand that upon approval from the County/Court, Linebarger may be required to refund to the debtor any over-collected amount received from FTB Tax Intercept.
- Linebarger will be responsible for all costs associated with programming identification, transfer and separate reporting of accounts referred to the FTB Tax Intercept.
- Linebarger will be responsible for all costs associated with placing the accounts with FTB Tax Intercept.
- Linebarger will be responsible for any costs associated with obtaining the debtors Social Security Number.
- Linebarger will schedule court dates and handle inquiries from debtors, as necessary

3.8 PROCESSING DEBTOR PAYMENTS

Collecting payments and funds on behalf of our clients is the pinnacle of our collections process. It is always the goal of Linebarger to offer the broadest range of simple and convenient payment options to your Court debtors that will encourage debtors to make payment and resolve their accounts.

As a necessary corollary to collecting the funds, there must also exist back-end office processes and procedures that effectively and safely transition the money from the debtor to Linebarger, and ultimately from Linebarger to your court.

Just as we offer your court debtors numerous convenient options, we are also capable of handling fund processing in alternative ways based on your court's preference and needs.

Based upon your court's presumed preference as reflected in the RFP, we confirm our ability to process payments in full compliance. In the event your court may wish to consider alternative options in this regard, we are willing and able to discuss alternative solutions that meet your needs.

Our law firm, IT technology and security teams, and internal accounting teams all have significant experience in the appropriate handling of large volumes of payment instruments totaling extremely high dollar amounts. We currently have in place numerous payment processing procedures and protocols to meet the customized needs of our varied client base. We have no reservations with regard to our ability to handle and process payments and transfer of funds as required by your county and your court.

Payment Card Industry Compliance (PCI)

Linebarger holds PCI Level 1 Merchant and PCI Level 1 Service Provider certifications. We treat all information and personal data connected with the collection of Court accounts as confidential and protect it throughout its life cycle in our systems. Linebarger undergoes an annual Payment Card Industry (PCI) assessment of our controls as a Merchant and a Service Provider. An Attestation of

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Compliance (AOC) and Report on Compliance (ROC) confirms the controls comply with the PCI standards. Only a PCI Qualified Security Assessor (QSA) can issue a PCI Level 1 ROC. An Approved Scanning Vendor (ASV) also conducts a quarterly scan of our technical environment to test our systems' security against the PCI standards. Any deficiencies in PCI standards result in an automatic failure of PCI compliance. Linebarger undergoes annual certifications.

Statement on Standards for Attestation Engagements SSAE16/18 Audits

Linebarger undergoes multiple SSAE16/18 audits of our Service Organizational Controls (SOC) to comply with the reporting requirements for various clients throughout the year. These audits ensure that Linebarger maintains compliance with American Institute of CPA's (AICPA) control standards.

Each audit consists of physical, logical, procedural, and technical controls against the AICPA standards for Service Organizations. The process consists of visual inspections, personnel interviews, and policy evaluations. An independent auditor generates a SOC 1 Type 2 report to document the findings. The report includes all noted deficiencies and a Corrective Action Plan (CAP) if needed, with a set date to remediate. Our last audit confirmed that Linebarger has the necessary controls to assure that we meet all control objectives.

3.8.1 Transfer of Funds

Linebarger is willing and able to meet the requirements set forth in RFP section 3.8.1. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your Court.

Upon notice of contract award and before collections commence, Linebarger will establish a separate bank account designated solely for processing debtor payments under the Court's Contract. All financial instruments and payments received as debtor payments will be deposited by Linebarger staff into this bank account as soon as received but no later than the close of the business day of receipt.

- Each business day, Linebarger team members who are highly trained and bonded will prepare an accounting of all debtor payments received on that day, and reconcile the account for any adjustment. Except in the event where payments are unidentified, all payments are updated in the Linebarger system within one business day.
- Linebarger has a system in place to determine unidentified cases and that process will be followed as unidentified cases occur.
- All funds will be deposited in the Linebarger bank account as soon as received and no later than the close of business day of receipt.
- By the tenth (10th) business day of each month, Linebarger will submit to the County/Court a copy of the prior month's banking statement for the applicable Linebarger bank account (official copy from our bank account). We can adjust this frequency at the request of the Court.
- We understand that the County will establish and have sole ownership over the designated County bank account.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

As a relatively general overview of our payment processing capabilities, we offer the following with regard to our banking procedures as well as our payment processing facility. Banking procedures are designed to provide the County and Court with full accountability and security through all stages of the operation. Throughout the process daily grand totals and client totals are recorded and verified to ensure that every payment is completely processed. The law firm segregates important control functions throughout its internal control processes to safeguard client funds. The law firm also utilizes an internal audit team and an Audit Committee to maintain an effective control system.

3.8.2 Automated Clearing House Transfers and Reporting

Linebarger is willing and able to meet the requirements set forth in 3.8.2. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your Court.

Linebarger is highly experienced in working with Automated Clearing House (ACH) transfers. This is a routine daily process in which we rely on state-of-the-art technology and highly trained and bonded staff to ensure that transfers are fast and accurate. We will ensure that all transfers equal the sum of all the payments on the daily payment report, including unidentified payments, other collections not on the payment report, less non-sufficient funds check amounts for that date. The dates of the ACH transfer and payment report will match. We have no reservations in our ability to handle the necessary and required ACH transfer and reporting processes, regardless of volume.

3.8.3 Unidentified payments

Linebarger is willing and able to meet the requirements set forth in RFP section 3.8.3. Linebarger currently has processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your Court.

Unidentified payments will be researched and handled by Linebarger team members as per the Court's instructions as defined in this RFP. Linebarger team members will deposit funds from unidentified payments into the designated Linebarger Bank Account on a daily basis; and said funds will be ACH-transferred into the Los Angeles County Court bank account.

Linebarger team members will attempt to identify all unidentified payments within thirty (30) calendar days of payment being received. If Linebarger cannot ultimately identify payment(s) within 30 calendar days of payment receipt, by the fifth (5th) business day of each following month we will provide the County and Court with a report listing unidentified payments and attach any documents received with the payment (e.g., mailing envelope, enclosures). No refunds will be issued by our firm on unidentified cases.

We understand that Linebarger will not receive compensation on unidentified cases.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.8.4 Incorrect Account Payments and Adjustments

Linebarger is willing and able to meet the requirements set forth in RFP section 3.8.4. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

In the event that Linebarger applies payment to an incorrect account or case, we will provide the County/Court with a daily report listing the correct case where the payment should be applied. If payment should be refunded, Linebarger will provide supporting documentation.

If our firm transfers funds that are determined not to belong to a Court referral, we will provide documentation and submit a written request for refund.

If Linebarger believes that an adjustment to the Los Angeles County Court bank account is necessary, we will inform the County and Court of the following:

- The amount in dispute
- The reasons for the adjustments
- Copies of any documentary evidence that supports Linebarger's claim

3.8.5 Cashier Variances / Discrepancies in Amounts Collected and Receipted

Linebarger is willing and able to meet the requirements set forth in RFP section 3.8.5.

Linebarger will be responsible for all cashier variances, losses and other discrepancies between amounts collected and receipted by our firm, such as shortages, counterfeit bills, etc. Linebarger will reimburse the Court for cashier variances, losses and any other discrepancies between amounts collected and receipted by Linebarger on the day of collection.

3.8.6 Personal Check / Credit Card Verification

Linebarger is willing and able to meet the requirements set forth in RFP section 3.8.6. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your Court.

Linebarger proposes a 5-day holdover on checks to allow funds to clear the institution. This is currently in place as opposed to a check verification system.

3.8.7 Returned Checks

Linebarger is willing and able to meet the requirements set forth in 3.8.7. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your Court.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

In the event a debtor's personal check is returned as non-sufficient funds (NSF) or because the checking account is closed, Linebarger will attempt to recover these funds. We understand that we may assess a returned check fee not to exceed $25 on returned checks.

If we are unable to recover the funds within thirty (30) calendar days, we may request recovery of funds through submission of a Deposit Reconciliation by listing the NSF amount(s).

On matters relating to NSF and returned checks, Linebarger will submit to the Court a detailed NSF report by individual court locations that includes, at minimum, the following:

- Defendant name
- Citation/case number
- NSF amount
- Receipt number

3.8.8 Credit Card Fees, Collection Costs, etc.

Linebarger does not charge a convenience fee to debtors for any of the electronic payment options that we make available to them. This is a policy we adhere to for all of our clients, as we believe it encourages payment from debtors by removing any real or perceived barrier to account resolution.

We understand the only exception to this RFP section 3.8.8 policy is the recalcitrant debtors with accounts identified by the County/Court that are subject to involuntary payment actions that fail to establish a payment plan or satisfy the debt described in RFP section 3.6.2.

3.8.9 Segregation of Accounts

Linebarger is willing and able to meet the requirements set forth in RFP section 3.8.9. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Linebarger will segregate all accounts referred by the Court from all other Linebarger client accounts (as described and consistent with Section 3.8.1 – Transfer of Funds). All information relating to the accounts referred and assigned will be kept confidential and will not be open to examination for any purpose not directly connected with the servicing of the accounts by Linebarger. Linebarger will track accounts by court locations and account category. (Refer to Section 1.3.1 – Referral Data).

3.8.10 Internal Control Procedures

Linebarger will meet or exceed any necessary internal control procedures required to service the needs of your Court.

Linebarger will tailor its internal control processes to properly service and provide security over the collection activities for your Court system. Our firm possesses the skill and experience to provide this tailored response to your needs.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Responses below are meant to provide general information, and should Linebarger be awarded the contract, we will work with you to provide more specific control documentation before the contract is implemented.

3.8.10.1 Cash Handling and Record Keeping Duties

Linebarger understands the importance of segregating duties to properly fulfill its fiduciary role. It has an extensive fiduciary accounting operation whereby the payment receipt, record keeping and reconciliation functions are maintained as separate as possible.

Payment handling and record keeping functions will be assigned to separate personnel. Cash received will be receipted timely and put in a safe or other secure location, as agreed upon with the County.

3.8.10.2 Restrictive Endorsements

Linebarger will restrictively endorse checks and money orders once the mail is opened each day. Payments will be logged into a Control Log showing the date of payment, payment instrument (e.g., check, money order, cash), debtor's name, amount received, case number (if available) and payment instrument number. The Control Log will be reviewed and signed by a supervisory employee.

Payments will be posted to the Linebarger computer system, and a system generated receipt report will be matched to the Control Log and signed by a supervisor. The checks or money orders will be locked in a secure location with restricted access until they are deposited during or at the end of the day.

Linebarger will commit to having the two mail openers initial a reconciliation of the actual cash and checks received to two adding machine tapes of the receipts. If Linebarger deems another methodology to be more beneficial, it will have the method approved by the Court before implementing.

3.8.10.3 Walk-In Payments

Walk-in payments will be receipted in the presence of the debtor by a Linebarger employee who does not have the ability to post collections to debtor accounts. For walk-in payments, a Cashier will ask the person to sign in at the front desk for identification purposes and provide the person making the payment with a receipt which identifies the account, the entity identified on the account, the date, amount and method of payment. If payment is made by check, the receipt will also include the check number.

Payments received by us on-site will be couriered via a qualified contracted courier or a Linebarger employee who does not have cash handling duties or access to accounting records. The method of transporting deposits can be tailored to the Court's specific requirements.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

A separate set of employees in our Fees and Fines Accounting department will be responsible for reconciling the system's receipt log to the daily deposit amount to provide added assurance that receipted monies have been deposited.

3.8.10.4 Mail and Walk-in Payments

Mail will be opened by at least two employees in order to document and cross-check the number of mailed-in payments. These employees will not have access to the accounting records and will not be collectors. The employees who open the mail will forward payments to Payment Processors, who will deposit the funds vie electronic deposit into the bank or through another agreed upon method, such as a courier service.

3.8.10.5 Receipts

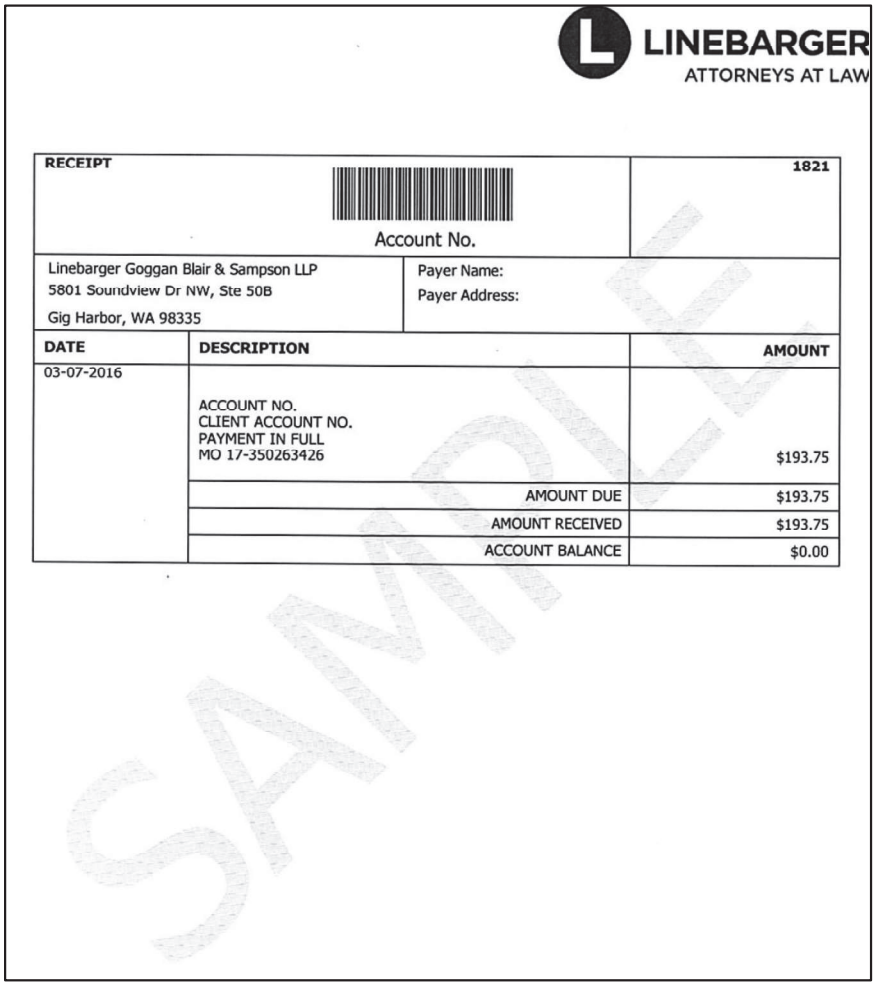
Linebarger will use receipts that are electronically system generated and controlled, but in the event of system incapacity, we will offer pre-numbered, multi-part forms with copies for the debtor and accounting offices, as well as one to be retained as a control copy. Each copy will be marked for distribution. Receipts will be issued by Linebarger clerical/administrative staff and not by Linebarger collectors.

Issued receipts will be numerically controlled and kept in a secure place. Office management staff will maintain accountability for receipt stock and used and voided receipts.

A copy of the receipt will be given to the debtor by Linebarger clerical/administrative staff and not by Linebarger collectors. Signage will be posted in English and Spanish instructing the debtor to request and obtain a receipt from clerical/administrative staff.

Receipts will be used in numerical order.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885



LINEBARGER
ATTORNEYS AT LAW

RECEIPT		1821
	Account No.	
Linebarger Goggan Blair & Sampson LLP 5801 Soundview Dr NW, Ste 50B Gig Harbor, WA 98335	Payer Name: Payer Address:	

DATE	DESCRIPTION	AMOUNT
03-07-2016	ACCOUNT NO. CLIENT ACCOUNT NO. PAYMENT IN FULL MO 17-350263426	$193.75
	AMOUNT DUE	$193.75
	AMOUNT RECEIVED	$193.75
	ACCOUNT BALANCE	$0.00

SAMPLE

3.8.10.6 Cash Handling

Information obtained from the debtor during the payment process will be used for posting purposes. As stated previously, a receipt will be issued to the debtor, and cash will be locked in a secure location until it is couriered off-site.

Postdated checks and payment instruments will not be deposited earlier than the date of the check or as authorized by the consumer/paying party.

Upon receipt of a postdated check, the Fees and Fines Accounting Department will hold the deposit of the check until the date of the check. Post-dated checks will be retained for safekeeping by the accounting department until the date of the check. Accounting shall maintain a permanent tracking log of postdated checks. Any unidentified post-date and NSF checks will be accounted for on a separate log that provides a complete audit trail.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.8.10.7 Reconciliation

The office management staff will reconcile the amount of mail and walk-in payments to the total deposit each day either by comparing the system-generated receipt log to the deposit amount or via a manual process whereby the office management staff compares a copy of the mail-in and walk-in payment calculator tapes to the amounts deposited. Methodology depends on the Court's preference.

Post-dated checks will be considered as part of the reconciling process and forwarded to our Fees and Fines Accounting department for tracking and ultimate resolution.

3.8.10.8 Internal Controls

Linebarger will submit written internal control procedures to the Court Project Manager "Court PM" prior to commencement of the contract. Written internal control procedures will be maintained and periodically updated as necessary. Linebarger personnel will be instructed in said procedures at least annually. Office management staff will continuously monitor operations to ensure compliance with these regulations. New employees will be instructed on these procedures within the first two (2) weeks of hire.

3.9 DEBTOR SERVICES

Linebarger believes that the services that we provide in communications and interactions with your Court's debtors is a direct reflection of your county and court. In this regard, every action that we take on behalf of your court is intended to generate a positive and pleasant experience that is consistent with the overall public image and perception of your county and court. The experiences your debtors have with Linebarger are perceived through the services that we offer and provide, as well as through the employees and staff who interact with your debtors.

3.9.1 Telephone Services

Linebarger is willing and able to meet the requirements set forth in RFP section 3.9.1. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Linebarger strives to make communications from Court debtors simple and convenient in every respect. Toll-free phone service access provided 24 hours per day, seven days per week provides full access and opportunity for debtors to communicate and resolve their matters.

As a part of our overall comprehensive communication access, Linebarger provides a unique toll-free telephone number for the Court's collection program so that debtors will be able to:

- Obtain information on the debt, such as status, amount due, payment options, etc.
- Schedule a court appearance
- Remit payment

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

- Establish a payment plan

Many of our collectors are bilingual or multi-lingual with the ability to communicate directly with non-English speaking debtors. We will provide either live collection agents or multilingual translation services in Spanish, Armenian, Chinese Mandarin, Korean and Vietnamese, and other languages as needed, through our translation vendor.

Linebarger also provides a toll-free telephone number for individuals with hearing impairments who communicate through a telecommunication device (TTY/TDD) that offers the services specified above.

Telephone services will be available 24 hours a day, seven days a week.

3.9.2 Internet Services

Linebarger is willing and able to meet the requirements set forth in RFP section 3.9.2. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court. Our payment portal address is: lgbswebpayments.com.

Linebarger has available a comprehensive website that allows a debtor to create and update personal account profile(s), make payment(s), enter into installment payment plans and check balance(s) via the Internet. The website will maintain full compliance with applicable statutes and guidelines.

Linebarger will obtain approval of the website's form, functionality, and available content from the Court; and make programming changes and updates at the direction of the Court.

A link between the County/Court and our website will also be maintained.

3.9.3 Office Locations and Services

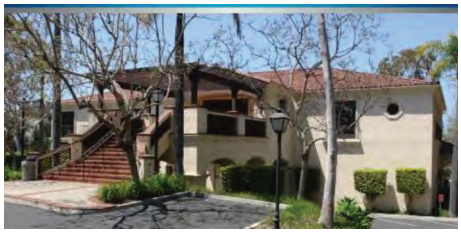
Linebarger has an established office in Cerritos that is currently serving the Court's primary placements. We will meet all operational office deadlines and meet the hours of operation at all times. The office can allow debtors to obtain information on the debt, schedule a court appearance, establish a payment plan, and provides multi-lingual translation.

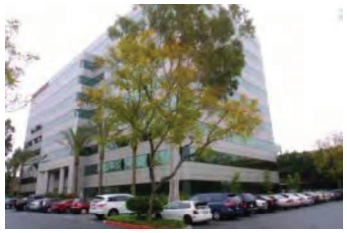
Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

All California locations

3150 El Camino Real, Suite D
Carlsbad, CA 92008

18000 Studebaker Road Suite 700
Cerritos CA 90703





Proposed Contact Center sites

Primary collection services
5801 Soundview Drive NW, Suite 50B
Gig Harbor, WA 98335

Back up collection service site
900 Arion Parkway, Suite 104
San Antonio, TX 78216

Linebarger routinely opens office locations to expand operational functionality based on the needs of our clients. We are excited about the possibilities of expanding our footprint and presence in California and within Los Angeles County. Linebarger also has payment locations in Solano and soon Sonoma County.

3.9.4 Debtor Refunds

Linebarger is willing and able to meet the requirements set forth in 3.9.4. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your Court. We understand that the Los Angeles Superior Court will have the sole authority to issue debtor refunds and to determine whether a refund is due. If Linebarger believes that a refund should be issued to a debtor, Linebarger will provide the Court with the following information:

- Debtor's name, receipt and account numbers
- Amount in dispute
- Reasons for the refund
- Supporting documentation

We understand that the County/Court will not compensate Linebarger for services if the County/Court refunds the entire amount of collected money to a debtor.

In the event of a partial refund, the Collection Fee will be adjusted to the amount of collected money retained by the County/Court.

3.9.5 Customer Service

As continually stated throughout this proposal, Linebarger's overall success and performance on behalf of our client is rooted in our customer service. Our collection professionals deal solely with debtors who owe money to government entities or courts.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

As a result, we treat debtors in a manner consistent with maintaining the reputation and public image of your county and court – always emphasizing dignity and respect in our communications. This customer service applies not only to debtor communications relating directly to a debtor's outstanding matter with the Court, but also to those communications in which a debtor may express a complaint or concern in their dealings with us. Jason Neufeldt will serve as the Contract Manager providing daily service to the Court. He has extensive experience working with the Court as well as multiple California Superior Court clients. He is excited about the opportunity to service the Court.

3.9.5.1 Complaints – Debtor Comment Line

Our goal is no complaints. From October to December 2024 there were 3 complaints in total.
Linebarger is willing and able to meet the requirements set forth in RFP section 3.9.5.1. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your Court.

Linebarger will maintain a toll-free telephone message line so that customers may leave voice mail messages regarding our firm's customer service. All voice mail messages received will be transcribed verbatim and supplied to the County Project Manager each month.

All voicemail messages/surveys will be retained for five (5) years and be available for review by County/Court as requested. All associated fees for this service will be borne by Linebarger.

Linebarger is willing and able to meet the requirements set forth in RFP section 3.9.5.1. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your Court.

Our firm's culture is one of zero tolerance for valid complaints, and management vigorously investigates all complaints made against any member of our staff.

We take all debtor allegations seriously and follow a systematic approach to addressing and resolving complaints. Individually and collectively, we do everything possible to eliminate complaints and mitigate their consequences, protecting our clients' reputations as well as our own.

None of our clients have ever terminated a contract with our firm due to inappropriate collection activities by our employees. For that outstanding record we credit our rigorous, ongoing training program, which produces collectors who project an attitude of calm professionalism in every interaction with debtors.

According to the requirements of this RFP, Linebarger's complaint process will be tailored as needed to ensure that we satisfactorily meet the Court's requirements, including the following:

- In the event Linebarger receives any verbal complaint (as defined in RFP Section 3.9.5.1), we will immediately notify the Court PM by telephone or email. The verbal notification will be followed in writing within three (3) business days.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

- In the event Linebarger receives any written complaint, we will immediately notify the Court PM by telephone or email, and provide the Court PM with a copy of the written complaint within three (3) business days of receipt.
- Linebarger will promptly investigate all complaints and provide a written report to the Court PM regarding the disposition of each verbal and written complaint within fourteen (14) business days of receiving the complaint. At a minimum the report will include the following:
    - A copy of the complaint (if applicable)
    - Identification by name of Linebarger employee(s)
    - Results of the investigation
    - A statement describing the corrective action taken to resolve and avoid a reoccurrence of such a complaint, if applicable
    - A response letter to the customer when directed by the Court PM, if applicable

A Complaint Tracking Log (in the form and format reflected in RFP Attachment A) and a system to track complaints to the individual accounts and Linebarger employee(s) handling the account will be maintained, with a copy of the log being provided to the Court PM each month covering the prior month's activities.

Responding to Better Business Bureau (BBB) Complaints

Linebarger has maintained an active membership and A+ rating with the BBB since November 2011. While the individuals filing complaints with the BBB are not our direct clients, they are constituents of the entities we serve. Several assigned employees handle BBB issues for the firm and track every complaint to make sure that we investigate and respond promptly to each instance filed with the BBB nationwide. Our goal is to help these individuals and reflect positively on our clients. When we receive a BBB complaint, our team takes the following steps to address the matter.

- They identify the correct law office to investigate the matter
- They then forward the complaint to the attorney, collection personnel and our Compliance Division
- The attorney and collection team investigate the matter, including:
    - review any phone conversations with the consumer
    - pull all letters and system records that identify attempts to locate or contact the individual
    - contact the client for additional information to confirm the consumer's position or request documentation the consumer seeks
- Once all information is collected, the attorney/collection manager develops the written response for filing
- The BBB team files the response

Our diligent responses and tracking of issues has resulted in a consistently positive rating from the Better Business Bureau.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Responding to Consumer Financial Protection Bureau (CFPB) Complaints

We have a team assigned to receive, monitor, and respond to all CFPB complaints nationwide. This team ensures that Linebarger responds to all CFPB complaints appropriately and promptly.

When responding to a CFPB Complaint, Linebarger follows the process outlined for responding to Better Business Bureau (BBB) complaints, with the exception that the CFPB team files the final response with the CFPB and the response is mailed directly to the complainant.

The Complaint Process

Because collection activities involve complex interactions with debtors, our most experienced collectors supervise the collection floor at all times, ready to assist with any difficult situation that develops in the course of a phone call. These highly trained front-line personnel are able, in most circumstances, to mitigate the debtor's frustration and successfully resolve the matter at hand. When the debtor remains unsatisfied and files a complaint, Linebarger's formal complaint process is triggered.

Formal Complaint Process

Phase 1: The collection floor supervisor reviews the complaint, whether made in writing or verbally over the telephone. We record notes in the collection system to document the complaint details.

Phase 2: If the complaint appears to be valid, the collection floor supervisor flags the account and launches an investigation, gathering relevant information and correspondence, reviewing account files, and interviewing the collector against whom the complaint was filed and, if necessary, the debtor. The collector may also write a memo describing the incident.

Phase 3: Within 24 hours of completing the investigation, Linebarger will notify the client of the complaint if the client was involved with the initial complaint or if the complaint is of a magnitude that warrants notification. The project manager and attorney with contract oversight will also be informed. An explanatory memo, notes from the interview, a copy of the collection activity notes for the account, and all relevant correspondence will be forwarded to the Court at that time. The employee's personnel file will also record the complaint made.

Phase 4: Linebarger takes corrective action. Depending on the nature of the complaint, the employee completes special training to reinforce knowledge of collection procedures and techniques, receives additional supervision, or we may choose to terminate the employee.

Phase 5: If the Court was involved in the initial complaint or we notified them of a complaint, the firm will send the Court an updated copy of all documentation associated with the complaint, including a copy of its final response to the debtor and a description of corrective actions.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Debtor Ombudsman

Because we understand that having an account turned over to collections can be difficult and confusing for your debtors, and that our actions have a direct bearing on the Court's image, we will continuously work to avoid complaints. Our goal is to ensure that we work with debtors to resolve delinquent accounts in a positive, professional, and courteous manner at all times.

To meet this goal, our Ombudsman, Angela Crawford, will investigate and address any complaints that may arise for the Court's contract. Ms. Crawford's primary purpose is to work diligently with debtors to investigate any complaints and diffuse negative situations by providing prompt, detailed responses to debtor inquiries. She will work to help them better understand the basis for the delinquent account and resolve it in a manner consistent with the Court's business policy and public relations goals. Ms. Crawford will be immediately available to respond to any inquiries. Debtors can ask to speak with her during any call and directly access the ombudsman via email with a link from our website. She can be reached at Angela.Crawford@lgbs.com or 253.432.8582.

A key responsibility of the ombudsman will be to track and escalate complaints when necessary. A log will be maintained including the date, debtor name, collector name, basis of complaint, date resolved, and how resolved. The escalation will vary based on the severity of the complaint. Linebarger will take every complaint seriously. These reports will be available for review by the Court at any time.

Level One - Situational complaints

- Documented in log for future reference
- No further escalation

Level Two - Behavioral complaints

- Documented in log for future reference
- Escalated to Contact Center Manager Jon Boquist, for review
- Additional training and supervision to ensure behavior has been corrected

Level Three - Threat to escalate to the Court or regulatory personnel

- Documented in log for future reference
- Reported to attorney Nancy Su and General Counsel and Capital Partner Lori Gruver, for review
- Escalated to Contact Center Manager Jon Boquist, for review
- Findings sent to the Court

Level Four - Potential violation of law

- Documented in log for future reference

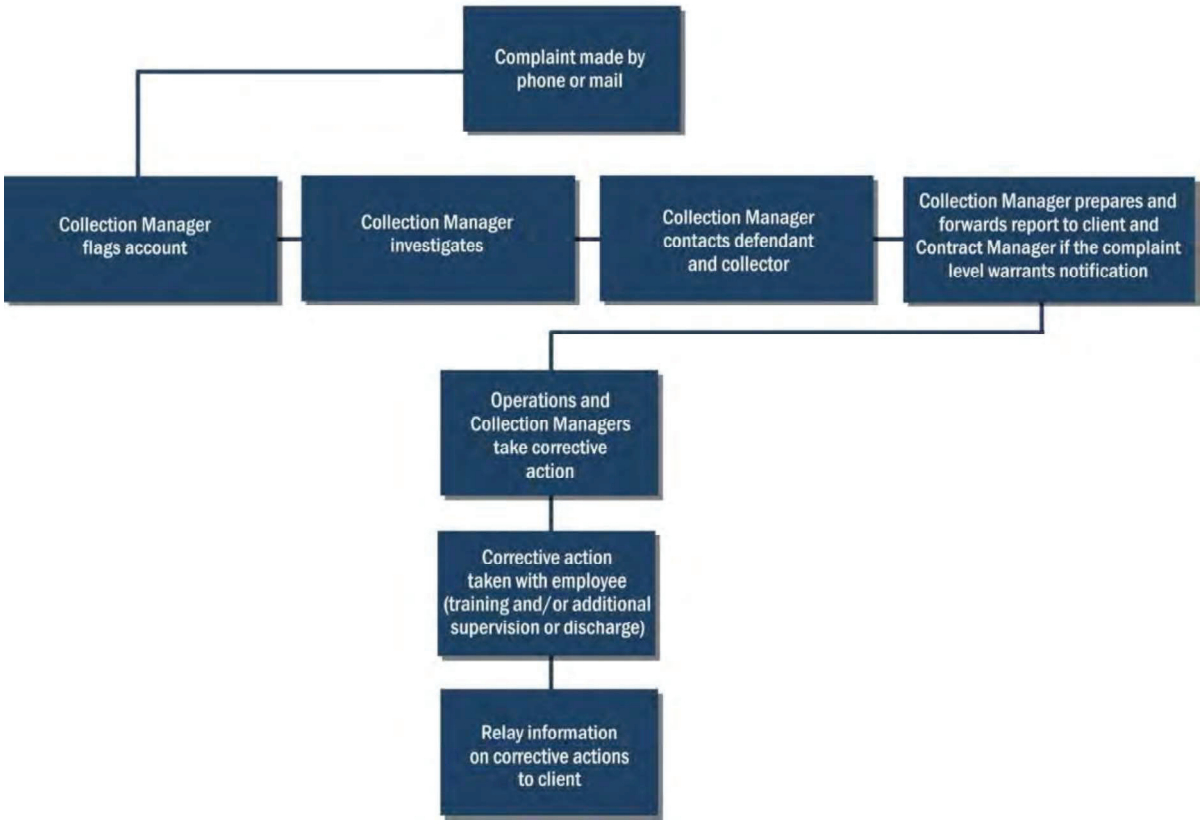
Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

- Immediately reported to attorney Nancy Su and General Counsel and Capital Partner Lori Gruver, for review
- Escalated to Contact Center Manager and Director of Operations Renee Linnabary, for review
- Findings sent to the Court

Our firm's culture is one of zero tolerance for valid complaints; management vigorously investigates all complaints made against any member of our staff. We take all debtor allegations seriously and follow a systematic approach to address and resolve complaints.

Individually and collectively, we do everything possible to eliminate complaints and mitigate their consequences, protecting our clients' reputations as well as our own.

Complaints Investigation and Corrective Action



3.9.6 Dispute of the Outstanding Balance

Linebarger is willing and able to meet the requirements set forth in RFP section 3.9.6. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

When a debtor disputes the bail on an Infraction/Misdemeanor with Unadjudicated Bail, we will verify the case records with Revenue Enhancement Unit. Upon verification, we will continue with collection activities. If the debtor continues to dispute, Linebarger will inform the debtor that they may schedule a court appearance to dispute the balance/amount. If and when a debtor schedules a court appearance, collection activities will be immediately suspended – and only resumed when directed by the County/Court.

3.9.7 Claim of Death

Linebarger is willing and able to meet the requirements set forth in RFP section 3.9.7. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

If it is determined that a debtor is deceased, we will suspend collection activity and secure appropriate records to validate this determination. Upon receipt of a certified copy of a death certificate, we will forward the County/Court a copy of the correspondence and the certified copy of the death certificate and deem the account uncollectible.

We will verify claims of death that do not have a certified copy of a death certificate against the Social Security Administration Master Death File. If you wish to direct us to do so, we will attempt to determine if there is a surviving spouse or an estate with sufficient resources to satisfy the delinquent account through resumed collections.

3.9.8 Claim of Incarceration

Linebarger is willing and able to meet the requirements set forth in RFP section 3.9.8. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

In the event the debtor submits documentary evidence that indicates that the debtor is incarcerated, we will forward to the County/Court a copy of the correspondence and the documentary evidence. We will cease collection activity if the debtor is determined to be incarcerated 364 days or less. We will resume activity at the end of the incarceration period. If a debtor is incarcerated for 365 days or more we will place the account in an uncollectible status and return to the County/Court.

3.10 TRANSMISSION OF ACCOUNT INFORMATION

Linebarger knows that data accuracy and integrity is the foundation upon which every aspect of our collection process is driven. Our dedication to technology products and services, as well as maintaining a staff of more than 160 highly trained and skilled technology professionals is uncommon in the industry. Our professional staff leverages the products and services at their disposal so that our client experience is second to none. Throughout implementation, and

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

throughout the entire contract term, you can be assured that Linebarger will have live staff to assist in any issue – technology-related or otherwise.

3.10.1 Data Transmissions

Linebarger is willing and able to meet the requirements set forth in RFP section 3.10.1. As an existing contractor for tertiary services, we have many of the Court's interfaces currently in place.

Upon contract award, our Linebarger implementation team will meet with Court implementation staff to develop and build a robust and incomparable system interface to allow efficient and accurate data transmission capabilities. The interface from the Court to the Linebarger Columbia Ultimate Business Systems (CUBS) collection software system will be completed at no cost to your court. The interface will provide functionality to include all referral, update, and recall files and all custom reports requested by the Court.

Data transmissions will be processed by real-time application programming interface (API) and/or an automated batch process by electronic file transfers. Our 160+ member IT team is familiar with nearly every database management system and every data transmission process and protocol.

This familiarity will allow Linebarger to develop a functional interface with each case management product. The fact that your Court has existing data transmission capabilities developed to transmit data with an outside collection vendor will make any development and transition easy; as Linebarger IT staff will be able to adapt and implement quickly based off existing processes. Of course, at the time of implementation and development, if there are functionality issues that do not currently exist that the Court would like to incorporate, our IT staff is able to include that requested upgrade into your process.

We understand that we will receive data and information from the Court from multiple automated case management and information systems using multiple file layouts. Based on our ability to quickly implement and adapt our systems to work with numerous systems and various file layouts – both from existing court processes or building an interface from the ground up - we are confident in our ability to immediately work with all the automated case management and information systems that the Court uses, including but not limited to:

- Tyler Technologies' Enterprise Justice case manager - source of Infractions and Misdemeanors with Adjudicated and Unadjudicated Bail and Fine accounts and child custody evaluation fees.
- Journal Technologies eCourt case management – source of civil, juror and attorney sanctions.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

As payments from debtors are received, our interface and data transmission programs will push payment information for entry into the appropriate case management system.

- Payment information from accounts referred via Enterprise Justice will be entered into the case management system.
- Payment information from accounts referred via eCourt will be entered into the case management system.

Linebarger will provide daily back-up provisions for electronic data. Linebarger will modify data transmission specifications, procedures, and protocols when requested by the Court.

Software Experience

Linebarger is currently interfacing with the Court's case management system. Any additional communication needs will be met at our expense, if selected.

We attend the user annual conference and hold monthly calls as part of our partnership with Tyler—a partnership that includes many of our court clients.

Tyler Technologies Enterprise Justice (FKA: Odyssey) Software Experience

The credentials and skill sets of our in-house technology staff are second to none. Our ability and commitment to employing an entire team of 175 IT professionals provides assurance to our clients that their technology needs will be met in every respect.

Linebarger possesses in-depth expertise in Tyler Technologies. Leveraging our extensive IT experience and profound knowledge of government collections, we are uniquely positioned to assist software vendors like Tyler Technologies in enhancing the efficiency of the Linebarger collection program export.

Linebarger has extensive knowledge on Tyler Technologies and its Enterprise Justice software. We currently have an export with Enterprise Justice and are prepared to provide the Court with tested communication processes from the start of this contract, if selected.

With our vast IT experience, knowledge, and understanding of government collections we are in a unique position to help software vendors like Tyler in making the Linebarger collection program export more effective. We focus on streamlining and improving the quality of data transmitted through the referral and update process, with the goal of improving our right party contacts, thereby reaching delinquent account holders sooner with better information.

Some of our larger clients utilizing Tyler Technologies include:

- Oregon Judicial Department (36 trial courts)
- Orange County, Florida (population 1.2 million, including the City of Orlando)
- Tarrant County, Texas (population 1.9 million, including the City of Fort Worth)
- Travis County, Texas (population 1.2 million, including the City of Austin)

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Following is a list of current clients utilizing Tyler Technologies, Enterprise Justice (FKA: Odyssey):

LINEBARGER TYLER ODYSSEY CLIENTS JAN 2025

ANGELINA COUNTY TEXAS	HIDALGO COUNTY	MERCED SUPERIOR COURT	SONOMA SUPERIOR COURT
BELL COUNTY	HILLSBOROUGH COUNTY FLORI	MONROE COUNTY	STANISLAUS SUPERIOR COURT
CAMERON COUNTY TX	HUMBOLDT SUPERIOR COURT	MONTGOMERY COUNTY	TARRANT COUNTY TEXAS
CLAY COUNTY, FL	HUNT COUNTY	MORRIS COUNTY	TEHAMA COUNTY SUPERIOR COURT
COLLIN COUNTY	IMPERIAL SUPERIOR COURT	NAPA SUPERIOR COURT	TOM GREEN COUNTY
COUNTY OF ECTOR, TEXAS	JASPER COUNTY	NAVARRO COUNTY COURT	TRAVIS COUNTY
CRANE COUNTY	JEFFERSON COUNTY	NUECES COUNTY TEXAS	VICTORIA COUNTY
DEL NORTE SUPERIOR COURT	KAUFMAN COUNTY CLERK	ORANGE COUNTY	WEBB COUNTY, TEXAS
ECTOR COUNTY	KERN COUNTY	OREGON JUDICIAL DEPARTMEN	WINKLER COUNTY
FORT BEND COUNTY TEXAS	KOOTENAI COUNTY DISTRICT COURT	PINELLAS COUNTY FL	WISE COUNTY TEXAS
FRESNO SUPERIOR COURT	LAKE COUNTY TAX COLLECTOR	REFUGIO COUNTY COURT	WOOD COUNTY TEXAS
GLENN COUNTY SUPERIOR COU	LEE COUNTY	SAN LUIS OBISPO SUPERIOR COURT	YOLO SUPERIOR COURT
GRAYSON COUNTY	LIMESTONE COUNTY	SAN MATEO SUPERIOR COURT	YUBA COUNTY SUPERIOR COURT
GREGG COUNTY	LOS ANGELES SUPERIOR COURT	SAN PATRICIO COUNTY TEXAS	
HALE COUNTY TEXAS	MADERA SUPERIOR COURT	SHASTA COUNTY SUPERIOR CO	
HENDERSON COUNTY	MATAGORDA COUNTY, TEXAS	SOLANO SUPERIOR COURT	
HERMISTON MUNICIPAL COURT			

3.10.2 Data entry of hard copy format

Linebarger is willing and able to meet the requirements set forth in RFP section 3.10.2. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your Court.

While manual file processing is generally not favored by large and sophisticated Courts due to inefficiencies and potential inaccuracy of data, Linebarger is capable of handling and processing manual files. If this process is necessary, we will work with your Court to develop a mutually agreeable file processing procedure intended to minimize the burden on staff and resources, to the extent possible.

3.10.3 Determination of the Data to be Transmitted, Transaction Codes, etc.

Linebarger is willing and able to meet the requirements set forth in RFP section 3.10.3. Upon notice of contract award, Linebarger implementation team members will meet with Court staff to determine appropriate and compatible information system interfaces, specifications, code, and formats as specified by the Court to allow establishment of data exchange pathways and protocols. As an incumbent vendor we can provide service with little to no interruption in service.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.10.4 Referral Information – Referrals from Case Management System (CMS)

Linebarger is willing and able to meet the requirements set forth in RFP section 3.10.4. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your County/Court.

We understand that the Court, at its discretion, will refer delinquent accounts from the CMS to Linebarger. The firm is also confident in our ability to receive delinquent account information referred by the County/Court in various formats and through various interfaces. The County/Court may refer delinquent accounts to Linebarger by using either the Journal Technologies Configuration Integration Publisher interface that allows the County/Court to send information directly to Linebarger's web service endpoint in the form of an XML message for Linebarger's consumption, or by using a collections export file batch process determined by the County/Court (as shown in RFP Attachment B).

The County/Court may refer delinquent accounts from eCourt API interfaces allows the County/Court to send information directly to Linebarger's web service endpoint in the form of an XML message for Linebarger's consumption, or by using a collections export file batch process determined by the County/Court.

We understand that referrals will correspond to CMS referral file specifications and may be subject to change.

3.10.5 Re-Referral Information – Re-Referrals from CMS

Linebarger is willing and able to meet the requirements set forth in RFP section 3.10.5. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your Court.

The County/Court will re-refer debtors who have scheduled a court appearance through Linebarger and subsequently failed to appear in court. County/Court will either re-refer debtors through the CMS referral file, or through an alternate mechanism developed by Linebarger and the County/Court.

3.10.6 Payment Information

Linebarger is willing and able to meet the requirements set forth in 3.10.6. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court. The sum of all payments on file transmissions, manual and electronic, must equal the amount deposited into the designated County Bank Account, the sum of all the deposit slips, and the sum of all the payments listed on the payment report (as described in RFP section 3.13.6 - Payment Reports).

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.10.7 Payment Information – For Accounts Referred via CMS

Linebarger is willing and able to meet the requirements set forth in RFP section 3.10.7. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

At a frequency to be determined, but no less than once daily, Linebarger will submit current payment information to the County/Court via a mechanism developed by Linebarger and the County/Court.

Linebarger may notify the County/Court of payment information by submitting information required by Enterprise Justice API web services or by submitting a payment import file specified by the County/Court. For API interface, the Enterprise Justice Integration Toolkit web services will use the information to update appropriate Enterprise Justice components.

Linebarger may notify the County/Court of payments collected by submitting information required by eCourt API web services or by submitting a payment import file specified by the County/Court. For API interface, the eCourt web services will use the information to update appropriate eCourt components. The payment file will correspond to CMS file specifications and may be subject to change.

3.10.8 Uncollectible Information – For Accounts Referred via CMS

Linebarger is willing and able to meet the requirements set forth in RFP section 3.10.8. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Once each month, Linebarger will return accounts deemed uncollectible to the County/Court via electronic file. Linebarger will return such accounts to the County/Court with any updated account information obtained (e.g., addresses, telephone numbers, Social Security Numbers, etc.). The uncollectible file will correspond to the County/Court CMS specifications.

3.10.9 Court Appearance Information

Linebarger is willing and able to meet the requirements set forth in RFP section 3.10.9. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

At a minimum of once each day or on a frequency specified by the County/Court, Linebarger will submit court appearance information. A mechanism to provide this information to the individual locations will be developed by Linebarger and the County/Court.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.10.10 Updated information to Contractor on County/ Court Accounts

Linebarger is willing and able to meet the requirements set forth in RFP section 3.10.10. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

As needed, the County/Court will provide Linebarger with any updated account information. A mechanism to provide this information to Linebarger will be developed by Linebarger and the County/Court.

3.10.11 Updated Information on County/Court Accounts from Contractor

Linebarger is willing and able to meet the requirements set forth in RFP section 3.10.11. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your county/court.

At a minimum of once each day or on a frequency specified by the County/Court, Linebarger will submit updated account information obtained (e.g., addresses, telephone numbers, Social Security Numbers, etc.). At minimum once each day or a frequency determined by the County/Court, the Updated Account Information File will correspond with the CMS specifications, and/or other alternative formats as specified by the County/Court.

3.10.12 Modification of file layouts

Linebarger is willing and able to meet the requirements set forth in RFP section 3.10.12. The County/Court has the right to modify file layouts identified above and County/Court will provide Linebarger with new file layouts and a reasonable time period to implement. Linebarger will accommodate these changes at our expense.

3.11 COLLECTIONS ON-LINE REQUIREMENTS

3.11.1 Contractor shall provide each Court location with “Online” access, or a direct computer link to Contractor’s referred account database

Linebarger is willing and able to meet the requirements set forth in RFP section 3.11.1. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Court locations with Linebarger staff assigned (see Section 6.2.2 – Contractor’s Personnel at Various Court Locations) will be granted full access to Linebarger’s computer system (e.g., input, inquiry, etc.). Specified Court locations without Linebarger staff assigned will granted inquiry access only to Linebarger computer system.

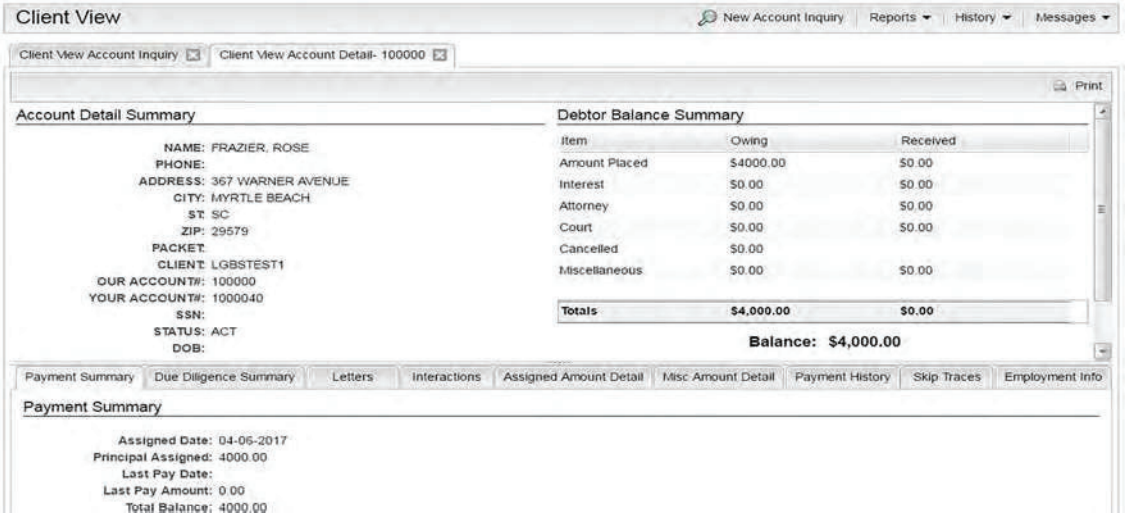
Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

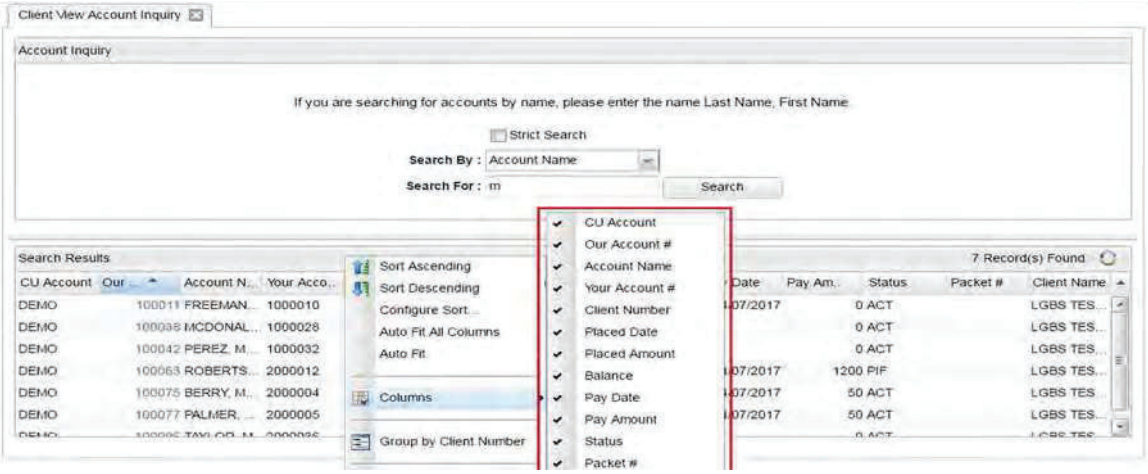
Court locations without Linebarger staff assigned will be granted inquiry-only access to Linebarger's system.

We will provide training of this access at various locations for the Court.

Remote Data Access Capabilities: Client View

Linebarger offers the Court online, real-time access to view the status of their accounts and our collection activities via an Internet connection. The Court can monitor individual account activity such as collection letters, phone calls and collector notes, and the most up-to-date information on the status of the account in the collection cycle. Client View also supports a wide range of reports that we can tailor the [Client Name abbreviated]'s specific portfolio data, including placements, aging, collection rates, dismissal rates, and other variables. Please click the link for more details regarding Client View: https://bit.ly/client_view. An unlimited number of court staff can be set up at no additional cost.





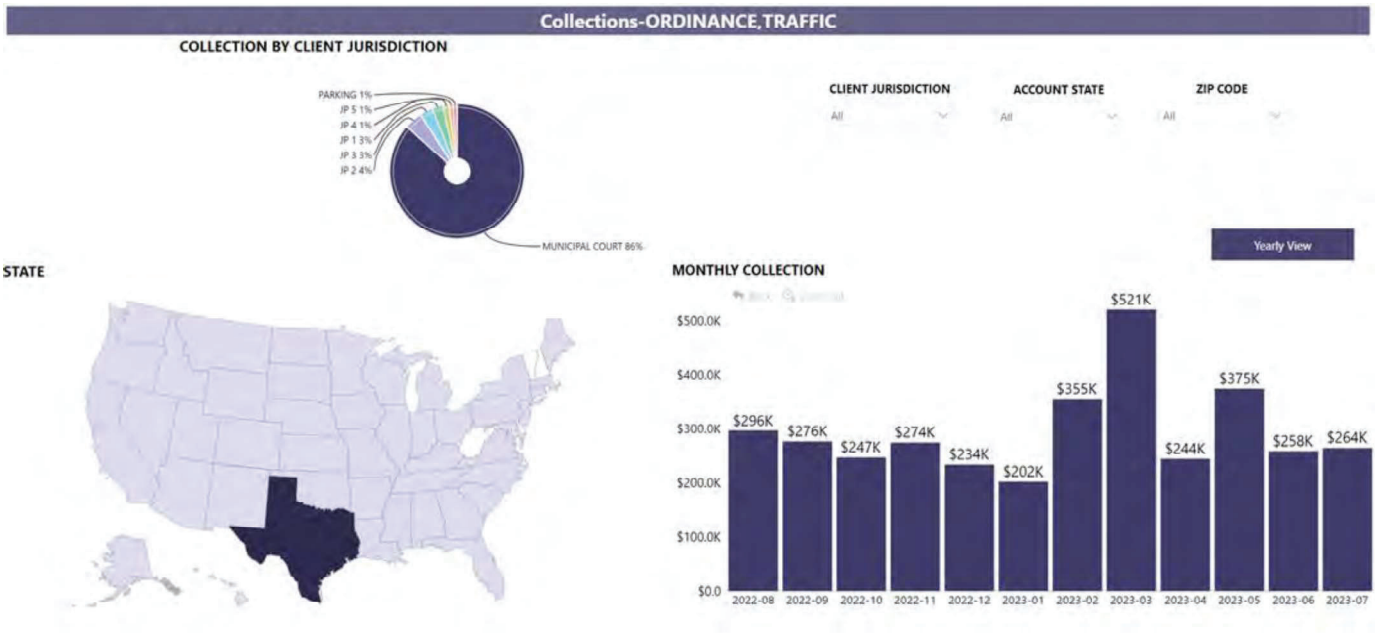
Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Linebarger Dashboard

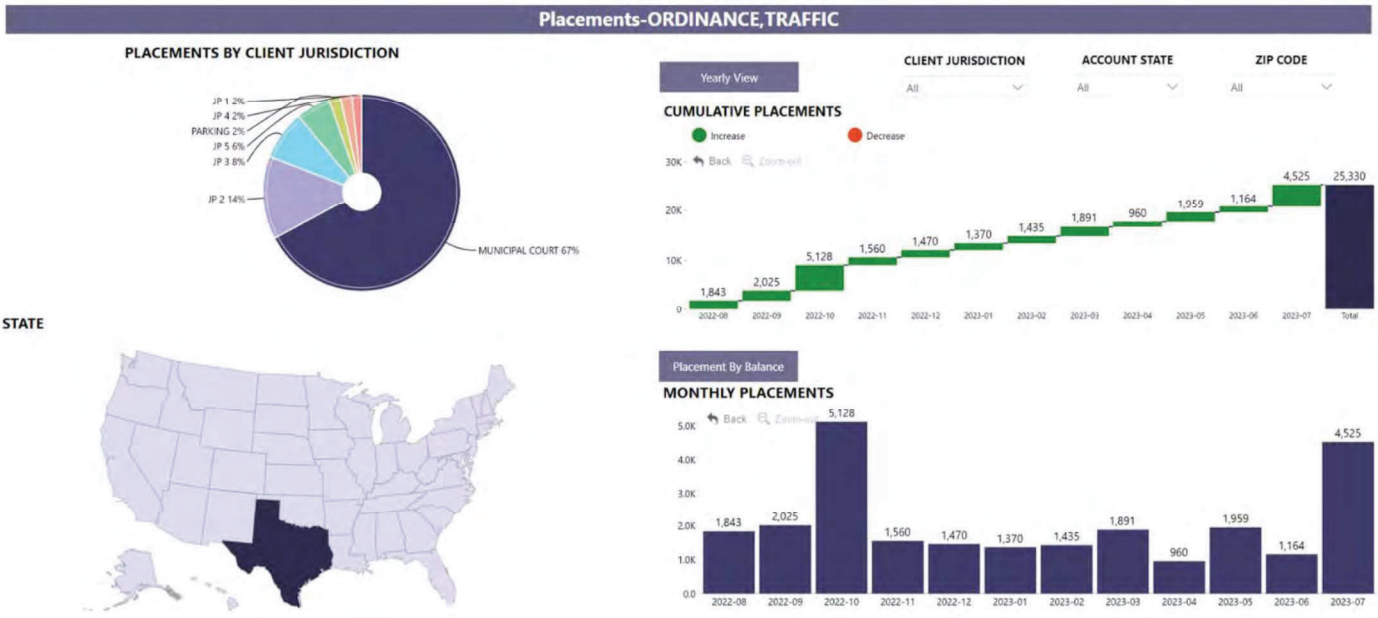
Linebarger and the Court are in the process of implementing the dashboard. The Linebarger Dashboard offers dynamic real time report generation that the Court can create and save on their dashboard for easy tracking measurement of performance gains. Dashboard is a tool that allows the client to view a full history of portfolio activities. Clients can see up-to-date details on collections, placements, letter and phone activities, skip trace attempts, and more. The authorized user can review data for the entirety of the contract prior year, year-to-date, the previous month, or even the prior day, as this information is updated daily. The Linebarger Dashboard is entirely interactive and enables the client to view and build customized graphs and reports that can be exported for easy sharing. Please click this link for more information: https://bit.ly/lgbsdashboard.

The Linebarger Dashboard offers:

- Summary of placement details, defendant contact efforts, and total collections
- Interactive heat mapping, collection graphs, mailing/call and skip-tracing attempts, allowing the client to look at customer accounts in detail
- Annual, monthly, and daily data on total collections and placements
- Monthly and daily views of letter and phone activities
- Annual and monthly data on total skip-trace attempts
- Quarterly scorecard offering a breakdown of account history



Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885



3.11.2 On-line Capabilities

Linebarger is willing and able to meet the requirements set forth in RFP section 3.11.2. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

At minimum the on-line system will provide the following information:

- Account number
- Debtor name
- Debtor address
- Identifying information (e.g., date of birth, driver's license number and social security number)
- Court appearance date
- Updated/current address (e.g., addresses found via skip tracing)
- Account status (e.g., paid, open, closed, withdrawn, uncollectible)
- Amount due
- Amount paid
- Balance due
- Last date of payment
- Last notice date
- Account history
- General comments

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.12 FEES FOR SERVICES

As an incumbent, this process is already in place. As mentioned previously in this proposal, Linebarger strives to provide a simplified and pleasant experience for your Court's debtors. Similarly, Linebarger strives to make every experience between County and Court staff simple and meaningful. Minimizing any burden on Court personnel is another value-added service that we are proud to provide to our clients. In this regard, we fully intend to implement a reporting and invoicing process that provides accuracy and efficiency in every respect.

3.12.1 Invoices

Linebarger is willing and able to meet the requirements set forth in 3.12.1. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

As a part of our overall implementation process, our team members will meet with appropriate Court staff to determine the exact details and protocols that need to be included in the invoicing process. We will modify existing processes and/or will build new processes customized to your needs and preferences.

As a part of the customized invoicing process, Linebarger will invoice only for collection fees for services that have resulted in the remittance of financial instruments (e.g., cash, checks, credit card remittances, etc.) to Linebarger and subsequent deposit of the financial instruments into the designated County Bank Account.

Linebarger will be compensated only for services that result in the collection of revenue. County/Court will not compensate Linebarger for activities on accounts or expended services in the event payment from debtor is not obtained.

Linebarger invoice amounts will be generated and calculated in accordance with the formula provided in the RFP: Commission Rate (%) x total collections deposited in to the designated County Bank Account during the period of the invoice. Invoices will be submitted by Linebarger each month by the 5th business day of the month for the prior month's deposits to the designated County Bank Account. The invoice will be presented in compliance with RFP Section 3.13.1 – Cycle for Submission of Invoices. We understand that an invoice without the required information will not be approved for payment.

Properly submitted invoices will be submitted by Linebarger for written approval of the Court PM prior to payment of invoices; and the County/Court will not be liable or responsible for any payment prior to such written approval. We understand that approval for payment will not be unreasonably withheld, and in no instance will such approval take more than three (3) weeks from receipt of properly prepared invoices by the Court PM.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.12.2 Payment on Accounts with a Court Appearance after referral

Linebarger is willing and able to meet the requirements set forth in RFP section 3.12.2. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

We are familiar with this process and understand that in the event a debtor appears in court and subsequently pays the debt, Linebarger will be compensated based on the amount that is adjusted (e.g., if a debtor's balance is reduced from $550.00 to $350.00 at a court appearance, and payment is made, the Collection Fee will be based on the new court ordered amount).

3.12.3 Dismissed Accounts

Linebarger is willing and able to meet the requirements set forth in RFP section 3.12.3. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

We are familiar with this process and understand that Linebarger will not receive compensation on any account that has been dismissed or suspended at a court appearance wherein a subsequent court fee has been imposed or otherwise dismissed or suspended by judicial order. Linebarger will not receive compensation on an account where community service has been granted in lieu of fine.

3.12.4 Failure to Pay Accounts

Linebarger is willing and able to meet the requirements set forth in RFP section 3.12.4. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court. We are familiar with this process and understand that Linebarger will not receive compensation on an account in the event a debtor fails to pay the debt after a court appearance.

The County/Court reserves the right to take actions deemed necessary to recover debt from a debtor who has failed to pay after a court appearance. Linebarger will not receive compensation in the event that the County/Court, one of its agents, or another service provider, recovers revenue on a debtor who failed to pay the debt after a court appearance.

3.12.5 Partial Payments/Prorated Fees

Linebarger is willing and able to meet the requirements set forth in RFP section 3.12.5. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Our Commission Rate will be based on the amount of gross revenue collected. For example, if a partial payment is made, commission will only be paid on the partial payment amount.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.12.6 Payment on Accounts Deemed Uncollectible, or Withdrawn by County/Court

Linebarger is willing and able to meet the requirements set forth in 3.12.6. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

The County/Court will not compensate Linebarger for an account collection if the debtor's payment, in whole or part, is received by the County/Court, one of its agents, another service provider, or Linebarger after an account has been returned by Linebarger to the County/Court as Uncollectible, or for accounts withdrawn by the County/Court.

3.12.7 Accounts with NSF Checks

Linebarger is willing and able to meet the requirements set forth in RFP section 3.12.7. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Linebarger will not receive compensation for services in the event a debtor submits an NSF check or chargeback on a debit/credit card transaction. Bank imposed NSF check fees charged to Linebarger may be added (maximum of $25.00) to the account balance, and we may attempt to collect bank-imposed fees after the Court referral amount is satisfied. Linebarger will not receive compensation from the County/Court on NSF check fees charged to Linebarger, and we will not transmit or pass bank-imposed fees to the County/Court.

Linebarger is not entitled to commission on bank-imposed fees.

3.13 REVENUE RECOVERED BY CONTRACTOR

Linebarger is willing and able to meet the requirements set forth in RFP section 3.13. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Linebarger will not deduct its fee directly from any collected revenue. Linebarger will receive payment from the County/Court by submitting an invoice as identified in Section 3.12 of the Statement of Work section of this RFP.

3.13.1. Cycle for Submission of Invoices

Linebarger is willing and able to meet the requirements set forth in RFP section 3.13.1. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Linebarger will submit an invoice once per month, or on any alternative schedule desired or directed by the Court. Invoices will only include collection fees for services that have resulted in the remittance of financial instruments (e.g., cash, checks, credit card remittances, etc.) to Linebarger, and subsequent deposit of the financial instruments into the designate County Bank Account.

Invoices will correspond with, and include an itemized list of the ACH transfers into the County Bank Account made during the billing cycle.

The invoice will be itemized by case and include, at a minimum, the following information:

- Case number
- Client code
- Date paid
- Debtor name
- Amount referred
- Amount paid on the invoice
- Total amount paid to date
- Linebarger's commission cost on current payment
- Linebarger's total commission cost charged to date
- Civil assessment amount collected
- Total civil assessment amount collected to date
- Fine amount enclosed
- Total fine amount collected to date
- Balance due

The invoice will be subtotaled for each Court location.

3.13.2 Revenue Recovered after a Court Appearance

Linebarger is willing and able to meet the requirements set forth in RFP section 3.13.2. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Linebarger's invoices will not include accounts that were set for a court appearance. In the event revenue is collected by the Court on accounts that were set for a court appearance, Linebarger will provide supporting documentation of the payment as instructed by the County/Court. County/Court will determine the total amount to be compensated for each monthly billing cycle, and will compensate Linebarger accordingly.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.13.3 Invoices which include Accounts with NSF Checks, Chargebacks or Accounts with a Debtor Refund

Linebarger is willing and able to meet the requirements set forth in RFP section 3.13.3. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your Court.

The County/Court will not compensate Linebarger for services provided on accounts with NSF checks, chargebacks, or debtor refunds. In the event of a partial refund, the County/Court will remit to Linebarger a collection fee that is adjusted to the amount of collected money retained by the County/Court. In the event invoices include accounts with NSF checks, chargebacks, or debtor refunds, the County/Court will deduct the amounts of the NSF checks, chargebacks, or the debtor refunds from the invoice.

In the event Linebarger is compensated for accounts with NSF checks, chargebacks, or debtor refunds, the County/Court will deduct the appropriate remitted amount from Linebarger's next invoice.

3.13.4 Reporting Requirements

As an incumbent, the reports area already in place. Should any changes be required, we will gladly comply. Linebarger is willing and able to meet the requirements set forth in RFP section 3.13.4. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Based on the data and information that we receive from your court at the time of referral, as well as data and information accumulated during the course of our collection activities, we are able to generate nearly any manner of report that your court may want or need.

Our standard system-generated reports are vast and broad – any of our reports may be customized based on content and layout preferences. In addition to the standard reporting library, we are also able to create and generate customized reports and ad hoc reports as needed.

As an incumbent vendor, we have currently approved Court reports in place. We can tailor any report to meet the needs of the Court. Sample reports are provided as Exhibit C of this proposal, and are provided purely as examples of content and layout options that are available. Our overall goal will be to develop a full bevy of customized reports that will be informative to the Court, while at the same time being visually pleasing.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

At a minimum, Linebarger will generate and provide the following reports to the County/Court no later than the tenth business day of each month:

- A summary listing of accounts by account type referred in a given month;
- A summary description of account activity and status. This report should include, but may not be limited to the following: case, status, amount due, amount paid, balance, collection activities and court appearances;
- A summary description of month-to-date and year-to-date performance. This report should include, but may not be limited to: amount referred, amount collected, amount outstanding, amount adjudicated by the court, rate of collection, open accounts and paid accounts;
- The number of accounts with civil assessment added to the fine/bail;
- The number of debtors that paid their account in full within ten (10) days of Linebarger's first collection letter;
- Gross and net placements and gross revenue collected;
- The number of court dates set by the Linebarger by individual court location;
- The number of installment plans received and initially set up;
- The average installment payment amount;
- The number of calls made by Linebarger;
- The number of calls received by Linebarger;
- The number of collection letters sent by Linebarger;
- The number of letters returned undeliverable;
- A detailed listing of all accounts deemed to be uncollectible;
- On an as-needed basis, provide a report, which lists all currently active accounts for which collection is still being pursued.

The format and appearance of the above reports will be determined by the County/Court. In addition, the County/Court reserves the right to request additional ongoing and or ad hoc reports as deemed necessary.

3.13.5 Judicial Council of the Court (JCC) Report

Linebarger is willing and able to meet the requirements set forth in RFP section 3.13.5. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court. In addition to the annual requirement, Linebarger also provides this report quarterly.

We are familiar with the annual reporting requirement and have experience handling this function and preparing the necessary annual report documents as required in the JCC Collection Reporting Template format. On an annual basis, the Superior Courts of the State of California and the Counties of the State of California are required to complete and submit to the JCC a Collections Reporting Template with aggregate referred and collected amount for all court and county collections programs to which a contractor is providing collections services. We are familiar with the calculation methodology for computing success and collection rates and are also familiar with the annual late August reporting deadlines.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

We are confident in our ability to assist your court in complying with the State of California reporting requirements listed in the RFP. At no additional costs to the County/Court, Linebarger will provide the required data to the County/Court. This will include the Collections Reporting Data provided in RFP Attachment F, as well as any subsequent data that becomes necessary.

3.13.6 Payment Reports

Linebarger is willing and able to meet the requirements set forth in RFP section 3.13.6. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Once each business day, Linebarger will submit a hard copy payment report to the County/Court. The sum of all the payments listed on the payment report will equal the amount transferred via ACH into the designated County Bank Account, the sum of all the payments on the electronic file and/or payment tapes.

The payment report will provide a detailed list of all debtors who paid, including, but not limited to the following elements:

- Receipt number
- Client code
- Account number
- First and last names
- Type of financial instrument used to make payment (e.g., cash, checks, credit cards, etc.)
- Amount paid

The payment report will be sorted by receipt number and include grand totals for the number of accounts paid and the amounts collected. In the event no payments were received, Linebarger will submit a payment report, which indicates that no payments were received.

3.14 Return of Accounts

Linebarger is willing and able to meet the requirements set forth in RFP section 3.14. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Upon termination of the Contract by either the County/Court or Linebarger, Linebarger will return to the County/Court all accounts, as well as copies of records and account-related information, such as refreshed addresses that were obtained by Linebarger.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.14.1 Formats

Linebarger is willing and able to meet the requirements set forth in RFP section 3.14.1. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Accounts and related information will be returned in the formats specified in RFP Section 3.10 - Transmission of Account Information, or in alternative formats as specified by the County/Court.

3.14.2 File Return

Linebarger is willing and able to meet the requirements set forth in RFP section 3.14.2. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

At the end of the Contract period, Linebarger will promptly return to the County/Court all previously referred accounts and all records and/or files pertaining to such accounts. In no case will Linebarger continue working the accounts and no commissions will be paid on monies received by the Linebarger from the debtors upon termination of the Contract.

3.14.3 Funds Received After Termination

Linebarger is willing and able to meet the requirements set forth in RFP section 3.14.3. All account payment funds received by Linebarger after contract termination will be forwarded to the County/Court within three (3) business days of receipt. Any post-dated checks in Linebarger's possession will be voided and given to the County/Court to arrange for replacement from the maker(s).

3.14.4 Legal Actions After Termination

Linebarger is willing and able to meet the requirements set forth in RFP section 3.14.4. Any legal actions in progress at the time of contract termination will be provided to the County/Court within fifteen (15) days of termination. Because legal actions and matters pending in court require compliance with legal requirements and ethical obligations (many of which exist to protect the client), we will work with your court to make certain any post-termination requirements are met.

3.14.5 Reports and Invoices After Termination

Linebarger is willing and able to meet the requirements set forth in RFP section 3.14.5. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Within forty-five (45) days of termination of this contract, Linebarger will submit to the County/Court its termination claim and invoice, in the form and with the certification and reports prescribed by the County/Court. If Linebarger fails to submit its termination claim and invoice within the time allowed, the County/Court may determine, on the basis of information available to the County/Court, the amount, if any, due to Linebarger in respect to the termination. Such determinations will be final. After such determination is made, the County/Court will pay Linebarger the amount so determined.

3.14.6 Records Retention

Linebarger is willing and able to meet the requirements set forth in RFP section 3.14.6. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Linebarger never erases or deletes any version of any client file from either our Local Enterprise Storage site or our remote Disaster Recovery Enterprise Storage site. We keep all versions of every file for an indefinite retention time unless otherwise specified by the client.

We will house and maintain all records related to our contract performance for a minimum of five (5) years after contract termination at our office(s). The County/Court will have the right to inspect these records at any time within this five (5) year period.

3.15 COLLECTION AMNESTY PROGRAM

Government entities and Courts may incorporate debt reduction or amnesty type programs based on their needs. We have worked with numerous entities in cooperating and participating in these programs. While we rarely are involved in the front-end conceptual development of the policies or parameters of these programs (as they are generally created at the internal policy level within the government entity or court), we have always been able to adapt our collection efforts to incorporate the various programs and provide assistance.

We are happy to work with the County/Court to create or carry out any debt reduction programs it considers necessary. Linebarger has implemented a variety of activities to promote greater awareness and enhanced opportunities to boost revenue and debtor payments for many of our more than 2,500 clients nationwide.

Many amnesty programs outline a reduction in the collection fee and waiving interest. If desired, Linebarger would consider a flat fee for accounts resolved during the amnesty period for our role in using the dialer to contact debtors and helping publicize the program. The project team will meet with Court officials, including the bench, if requested to devise a program that will garner the best results if the County/Court elects to provide an amnesty program.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

One such program was implemented for the Colorado E-470 Public Highway Authority in 2010. Our law firm worked with E-470 to create a reduced-fee program for the Colorado E-470, which was changing its fee structure and overhauling how it billed tollway users without ExpressToll transponders. The program reduced penalties for violators, which allowed the Colorado E-470 to move cleanly to this new billing program.

Our law firm managed this reduced-fee program by: programming existing violator accounts to eliminate the penalties, developing a specialty mailing, responding to questions from Colorado E-470 reduced-fee program users, performing outbound call campaigns, and monitoring the program's success.

We have worked with other clients on amnesty programs and other measures to encourage debt resolutions, and we will work closely with the Court to develop innovative ideas that will prompt payments from debtors, such as changes in notice mailing schedules, specialized media campaigns, or any other concepts that will benefit the Court and its constituents.

Parameters for Court Amnesty Programs

As directed by the County/Court, Linebarger will segregate and perform collection activity on accounts eligible for amnesty. We will accept only the amount authorized/specified by the County/Court as full payment.

Linebarger will segregate and process payments received during the amnesty program in the same manner as described in RFP Section 3.8 and/or as required by Judicial Council guidelines. Also, as required by Judicial Council guidelines, Linebarger will provide the required reporting of data of the Amnesty Program to the County/Court. Linebarger will be compensated only on the amount collected.

3.15.1 Advertising and Marketing Campaign

Linebarger is willing and able to meet the requirements set forth in RFP section 3.15.1. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Linebarger will provide advertising and marketing services for an Amnesty Program appropriate to the community, including but not limited to:

- Public Service Announcements (PSA) developed for the local community in radio and/or television (e.g. Spanish and other languages) with a message approved by the County/Court;
- Traditional advertising media services such as newspapers, magazines, posters, hand-out material, and mailed notices;
- Modern social media such as Twitter and Facebook;
- A plan for the utilization of the above communication methods beginning not less than 90 days prior to the start of any program. All proposed advertising and marketing services are to be preapproved by the County/Court.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.15.2 Reporting Requirements

Linebarger is willing and able to meet the requirements set forth in 3.15.2. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your Court.

We will provide a dashboard of reports as directed by the Court, including but not limited to:

- Account inventory
- Aged inventory report
- Collections year-to-date
- Collections month-to-date
- Collections based on age of case referral
- Number of accounts on payment plan
- Number of accounts defaulted on payment plan
- Number of accounts with no contact
- Number of accounts with no payments
- Number of accounts paid in full
- Deceased, incarcerated and other inactive statuses

Linebarger will comply with the reporting requirements set forth in any statute and in compliance with Judicial Council guidelines.

We will also provide any additional reports required by the County/Court. At the discretion of County/Court, the reports will be electronically transferred and/or provided in hardcopy format. We will provide sample reports to County/Court for approval prior to the implementation.

Sample reports for the Court's consideration are provided in Exhibit C.

3.15.3 Acknowledgement Report

Linebarger is willing and able to meet the requirements set forth in RFP section 3.15.3. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Upon request, Linebarger will provide a complete list to the County/Court of all accounts by account category each time the County/Court refers accounts to us. The report will be provided within two (2) business days following the date Linebarger can access the referral and will list as applicable:

- Party ID
- Debtor's name
- Case number
- Bail or fine due date
- Amount of bail or fine referred

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.15.4 Daily Payment Transmittal Report

Linebarger is willing and able to meet the requirements set forth in RFP section 3.15.4. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Upon request, Linebarger will provide the County/Court a daily payment information report reflecting the prior day's payments. The daily payment transmittal report will include a listing of every account upon which full payment has been made, and for each such account, where applicable:

- Party ID
- Debtor's name
- Case number
- Total paid
- Installment paid (if applicable)
- Amount paid with personal check that has not yet cleared

3.15.5 Daily Adjustment Report

Linebarger is willing and able to meet the requirements set forth in RFP section 3.15.5. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Upon request, on the business day following the processing of any adjustment on any account, Linebarger will provide the County/Court with a daily report of each account where an adjustment has been made to any amount referred or owed. In addition, the report will summarize each day's adjustment reasons by category of "Cash" or "Non-Cash." Examples of adjustment reasons are as follows:

(a) Cash-related Adjustment
- returned check
- misapplied payment
- overpayment

(b) Non-Cash related Adjustment
- referred in error by the Court
- incorrect referral amount
- payment collected by the Court (only in the event of payment taken by the Court since all forms of payments should be directed to the Linebarger).

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

3.15.6 Account Status Report

Linebarger is willing and able to meet the requirements set forth in RFP section 3.15.6. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Within five (5) business days after the end of each calendar month, Linebarger will provide the Court with a complete listing of all such Court accounts, by location, currently held by Linebarger. The report will be on disc or other electronic media that does not require Linebarger or the Court to produce a hard copy report. The account status report will include all relevant information deemed necessary by the County/Court and include at minimum where applicable,

1) Party ID
2) Debtor's name
3) Case number
4) Bail or fine amount referred
5) Total payment and adjustments
6) Installments
7) Fines/fees and assessments reduced

The account status report will be sorted alphabetically by debtor's last name.

3.15.7 Collection Analysis Report

Linebarger is willing and able to meet the requirements set forth in RFP section 3.15.7. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court. Within five (5) business days after the end of each calendar month, Linebarger will provide the Court with a summary of collections for the month including all required details. Please see Exhibit C: Sample Reports

3.15.8 Transition Services

Linebarger is willing and able to meet the requirements set forth in RFP section 3.15.8. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Upon termination of the Amnesty Program, Linebarger will continue to forward all payments received on any accounts referred by the County/Court. If payment activity continues on an account after termination and said account does not default from the program, the payments will be forwarded to the County/Court until satisfaction of the debt according to program parameters, and the County/Court will pay Linebarger the commission rate identified for the Amnesty Program.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

If upon termination of the Amnesty Program there is no payment activity on an account for 90 days and said account is in default of the Amnesty Program, Linebarger will cease collection activity and refer the account to the Franchise Tax Board Court Ordered Debt collection program. Linebarger will not receive commission from payment on accounts referred to other agencies or collection entities after termination of the Infraction Amnesty Program.

3.16 SPECIAL COLLECTIONS PROGRAMS

Linebarger is willing and able to meet the requirements set forth in RFP section 3.16. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

The County/Court will provide specifications for collection programs unique to the County/Court, and Linebarger will implement and administer the programs as directed.

3.16.1 Manual Fines/Fees Referrals

Linebarger is willing and able to meet the requirements set forth in RFP section 3.16.1. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

As directed by the County/Court, Linebarger will accept manual referrals of certain fines/fees by maintaining a transmittal log and data entering case information received from the County/Court via hard copy. Upon collecting payment, Linebarger will submit a report listing the case number, defendant's name, court location, payment date, receipt number, and amount paid (full or partial). Payment processing will follow procedures specified in RFP Section 3.8, Processing Debtor Payments.

4.0 IMPLEMENTATION OF SERVICE

4.1 IMPLEMENTATION DEADLINE

Linebarger is an incumbent vendor. There will be no interruption in service while we implement any new requests of the Court under this contract. We will accommodate any changes required by the County/Court.

Our team members will be available for discussion of any issue that may arise during the contract term. This team can be contacted via email, office phone, or mobile phone number.

Our team members will provide timely and courteous response to inquiries. The Court's contract will be the highest priority for our staff. We are here to serve you. With our extensive resources, experience, and staff, we are confident we can implement the full range of services and requirements described in this SOW within four (4) weeks of contract approval.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

4.2 INTERFACE WITH COURT CASE MANAGEMENT SYSTEMS

All interfaces are currently in place. The same team that services the Court's current contract will remain dedicated to this contract to ensure uninterrupted service and a skilled team that can assist with any changes desired by the County/Court.

4.3 TRANSITION PLAN

If awarded this contract, we will develop and provide a plan detailing how we will implement the full range of services and requirements described in this SOW. Our plan will be completed within 15 days after receipt of the request for offer. Upon contract award, we will work with the Court to develop a detailed plan to implement all new Court requests under this contract.

5.0 COUNTY/COURT RESPONSIBILITIES

5.1 COUNTY PROJECT DIRECTOR

We understand that the County/Court will appoint a Court Project Director (CPD) that will have overall responsibility for managing the Contract and the work to be performed by Linebarger.

Linebarger Project Manager Mark Lombardo will work directly with the CPD to ensure that all phases of the County/Court collection program is carried out to the satisfaction of all involved.

5.1.1 CPD Functions

We understand the CPD will ensure that the objectives of this Contract are met and will provide direction to Linebarger in areas related to the County/Court policy, information requirements and procedural requirements.

We also understand the CPD will not be authorized to make any changes in any of the terms and conditions of this Contract and will not be authorized to further obligate County/Court in any respect whatsoever.

5.2 COURT PROJECT MANAGER

Linebarger understands that the County/Court will appoint a Court Project Manager (Court PM) who will have responsibility for the day-to-day management of the work to be performed. The Court PM will be the primary contact person between the County/Court and Linebarger and will confer with Linebarger's Project Manager on a regular basis.

Co-Project Managers

Mark Lombardo
Director of National Sales
mark.lombardo@lgbs.com
760.213.4783

Renee Linnabary
Director of Operations
renee.linnabary@lgbs.com
206.919.2088

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

5.2.1 COURT PM Functions

The Court PM will perform the following functions:

- Oversee the deliverables and invoices from Linebarger.
- Review, approve and recommend all correspondence related to this Contract.
- Approve the assignment of Linebarger's Project Manager and employees. The Court PM may request the removal of the Linebarger's Project Manager and/or other employee if the Court PM determines that it is in the best interest of the County/Court.
- Monitor, evaluate and prepare periodic reports on Linebarger's performance.
- Provide instruction to Linebarger's Project Manager regarding clerical staff facility assignments in accordance with Section 6.2.2 – CONTRACTOR'S Personnel at Various Locations.
- The Court PM will not be authorized to make any changes in any of the terms and conditions of this Contract and will not be authorized to further obligate the County/Court in any respect whatsoever.

5.3 COLLECTIONS WORK AREAS AND TELEPHONE LINES

We understand that, if the County/Court determines that Linebarger employees need to be provided at high-volume Court locations, the County/Court will provide work areas and telephone lines for Linebarger employees who work at Court locations; and that the Court will permit Linebarger employees access to Court lunch rooms and restrooms where available.

6.0 CONTRACTOR'S RESPONSIBILITIES

6.1 CONTRACT PROJECT MANAGER

6.1.1 Linebarger Project Managers

Mark Lombardo and Renee Linnabary will serve the role of Co-Contract Project Managers (Contract PMs) and will act as liaisons for Linebarger with full authority to act on behalf of Linebarger in all matters related to the daily operation of the contract. As previously stated in this proposal, Mr. Lombardo and Ms. Linnabary each have over 30 years of relevant collection industry experience, including more than a decade of experience managing California Superior Court contracts. Our daily contract manager will be Jason Neufeldt who will work closely with Mark Lombardo and Renee Linnabary.

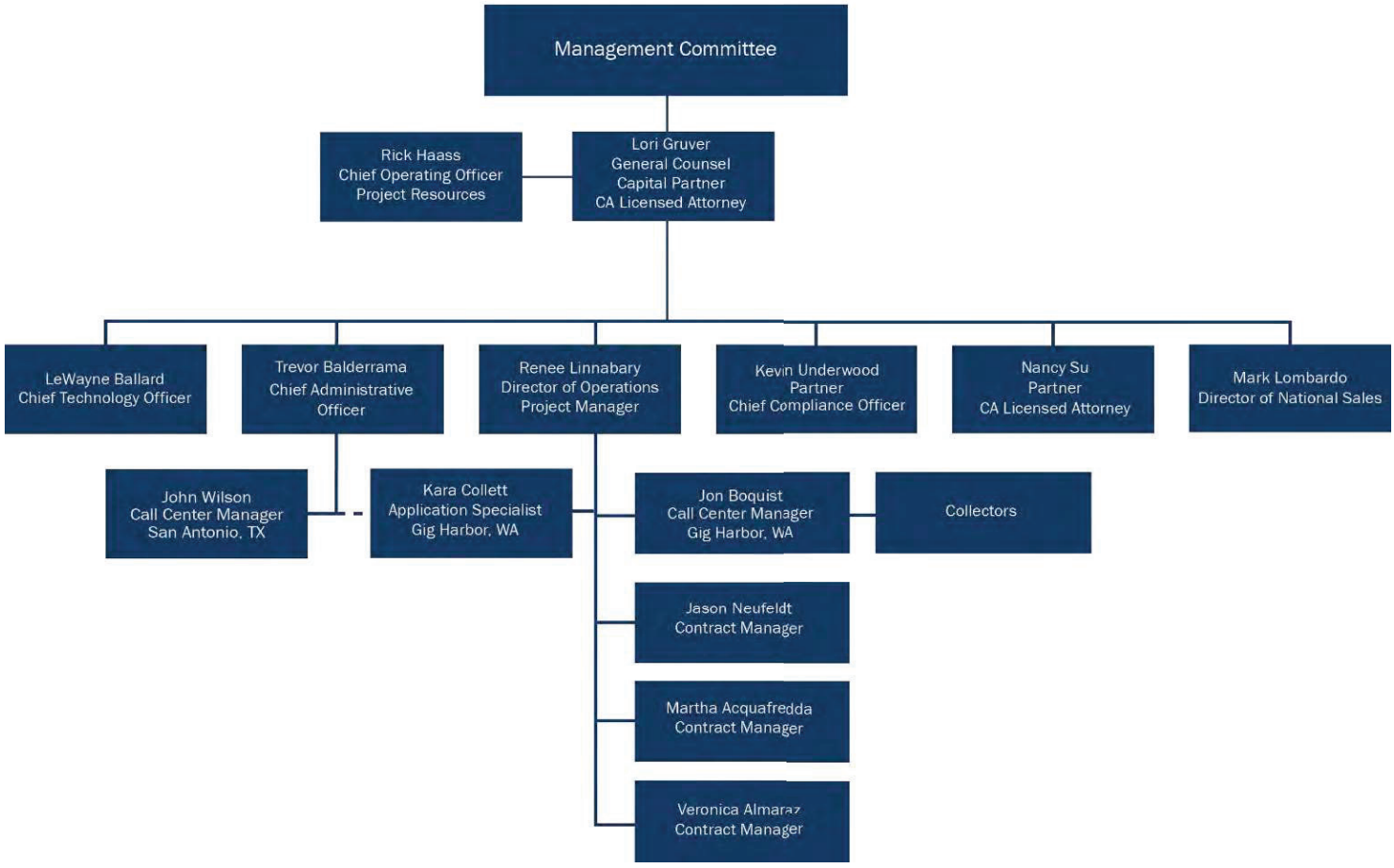
<u>Co-Project Managers</u>

Mark Lombardo
Director of National Sales
mark.lombardo@lgbs.com
760.213.4783

Renee Linnabary
Director of Operations
renee.linnabary@lgbs.com
206.919.2088

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

City of Los Angeles Project Team



Linebarger understands the nature and scope of the Court collection project for your court. We have significant experience in handling collection projects similar in scope and magnitude and have no reservations in our ability to undertake all necessary functions and exceed expectations of your court. We intend to assign a management and collection team that has thorough and specific knowledge and experience in working with large-scale court collection projects and managing both in-house and on-site personnel.

We know that we have the right team to effectively handle this project and to do so in a manner that enhances service and performance. The professional key management team and collection professionals have been outlined in this proposal.

Our contract responsibilities will be performed by and through this team of professionals, and will be managed by Project Manager Mark Lombardo and his team.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

6.1.2 Contract PM

Mark Lombardo and Renee Linnabary will serve the role of Co-Contract Project Managers (Contract PMs) and will act as liaisons for Linebarger with full authority to act on behalf of Linebarger in all matters related to the daily operation of the contract. They will ensure all contractual requirements are implemented properly and followed throughout the contract term. They will communicate and be readily available to the Court for any questions, requests, or concerns. Both will attend monthly, or more frequent, meetings with the Court.

6.1.3 Work with Court PM

Linebarger is willing and able to meet the requirements set forth in RFP section 6.1.3. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

We believe in a pro-active approach to creating efficiencies in provision of our services. In this regard Mr. Lombardo, as well as any of our management and collection team members (as necessary or desired), will be available to work with the Court's PM to resolve any potential areas of difficulty before a problem occurs.

6.1.4 Backup Contract PM

Linebarger is willing and able to meet the requirements set forth in 6.1.4. Renee Linnabary will serve as Linebarger's backup Contract PM. As stated throughout this proposal, Ms. Linnabary exceeds the Court's requirement for five (5) years' experience managing collection projects of similar scope and complexity for courts or government agencies. She has 25 years of direct court and government collection management experience.

6.1.5 24-hour Response

Linebarger is willing and able to meet the requirements set forth in RFP section 6.1.5. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Linebarger will respond within twenty-four (24) hours to requests made by the County/Court between 8:00 a.m. and 5:00 p.m., Monday through Friday, and at other times as requested by the Court's PM.

6.1.6 Written Notice

Linebarger is willing and able to meet the requirements set forth in RFP section 6.1.6. Current contact information for Mr. Lombardo and Ms. Linnabary is as follows:

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Contract Project Manager Mark Lombardo
3150 El Camino Real, Suite D
Carlsbad, CA 92008
Cell 760.213.4783
Mark.Lombardo@lgbs.com

Contract Project Manager Renee Linnabary
5801 Soundview Drive NW, Suite 50B
Gig Harbor, WA 98335
Cell 206.919.2088
Renee.Linnabary@lgbs.com

6.1.7 Employee List

Linebarger is willing and able to meet the requirements set forth in RFP section 6.1.7. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Linebarger will provide the Court PM with a current list of management team employees assigned to this contract within five days after contract approval, and at least monthly thereafter to ensure the Court PM has a current list throughout the Contract.

6.1.8 Combination Safe

Linebarger is willing and able to meet the requirements set forth in RFP section 6.1.8. Linebarger will provide small combination safe(s) for our clerical staff to store their revolving funds and any monies collected.

6.1.9 Representative at Court Meetings

Linebarger is willing and able to meet the requirements set forth in RFP section 6.1.9. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Linebarger will provide a representative for Court collection meetings, as requested by the Court PM.

6.1.10. Notice of Employee Termination

Linebarger is willing and able to meet the requirements set forth in RFP section 6.1.10. Linebarger will advise the Court PM at a minimum of three (3) business days before terminating or suspending any Linebarger clerical staff assigned to work at a Court location.

6.1.11 California Association of Collectors Membership

Linebarger has submitted and will continue to renew membership materials for the California Association of Collectors. Membership will be maintained throughout the term of the Contract.

6.2 CONTRACTOR'S PERSONNEL

Linebarger's greatest asset in delivering exceptional service and outstanding results is — and always has been — its people.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

We invest significant time and resources to recruit, hire, and train collection professionals of the highest caliber. We have a large backup of staff with both Los Angeles Superior Court and decades of California court experience that will be available to assist as needed. This is a top priority contract and will have superior support at all times.

We understand collections: With experience spanning more than four decades, we fully comprehend the nuances of the collection process. We know how to achieve outstanding results for our clients.

We appreciate the complexities of public service: Because the majority of our clients are from the public sector, our firm fully grasps the challenges public servants face in recovering delinquent monies owed by the citizens they also serve.

We train our collectors: Training is an integral part of the firm's activities and is a key to our high productivity and low incidence of complaints.
To each employee at every level of employment, we emphasize not only the letter of the law, but also the intent and spirit behind it.

We know the law: Our lawyers are both qualified and experienced to evaluate the legal basis of our client's claim and address the vast array of defenses offered by debtors, some of whom are simply attempting to avoid payment.

To retain qualified, dedicated staff and thus maintain a stable collection operation, Linebarger creates a supportive and encouraging environment for its collectors. We offer a competitive wage and benefits package because we recognize the importance of having responsible, educated, mature individuals working with both our clients and their debtors. As a result, our employee turnover rate is much lower than the industry norm. Our standard practice involves screening collection employees as follows:

- Education – minimum of a high school diploma
- Criminal background checks – no felonies
- All education experience confirmed
- Drug screening
- Work history
- Collection experience preferred
- Three past employer references

As an additional precaution, Linebarger also requires all employees to acknowledge receipt and understanding of law firm policies, which includes a statement in our employee handbook prohibiting the unauthorized use of confidential client information.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

6.2.1 Contractor's Personnel Requirements

Linebarger is willing and able to meet the requirements set forth in RFP section 6.2.1. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Linebarger understands that we retain the sole right to hire, suspend, discipline, or discharge employees. However, any Linebarger employee who is performing unsatisfactorily (in the opinion of the Court PM) will be removed from service under this Contract immediately.

We will assure the Court that the following RFP requirements will be met:

- Employee performing services for the County/Court must be over the age of 18.
- Employee performing services for the County/Court must fluently read, write, speak, and comprehend English.
- Employee performing service at a Court facility will have a thorough knowledge of the work to be performed, the performance standards to be met, and the special needs of the Court facility being served.
- Linebarger employees will not bring visitors into any Court facility; will not bring in any forms of weapons or contraband; will not bring in any alcohol or drugs or be under the influence of alcohol/drugs; will be subject to authorized search; will conduct themselves in a professional manner at all times; will not cause any disturbance in the facility; and otherwise are subject to all rules and regulations in accordance with applicable County/Court.
- Linebarger will furnish and require every on-duty employee to wear a visible photo identification badge that identifies the employee by name, physical description, and company. Such badge will be displayed on employee's person at all times that he/she is within the confines of Court facilities. All services will be provided within the United States.

6.2.2 Contractor's Personnel at various Court locations

Linebarger is willing and able to meet the requirements set forth in RFP section 6.2.2. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court. We understand the scale of this contract and can implement on-site personnel along with all services within the required timelines.

All specific information pertinent to this contract will be loaded into a client information screen. This will direct the collectors on items such as settlements, how to dispute an account, payment locations etc. This allows collectors to have information at their fingertips and better advise debtors.

Process

The Linebarger management and collection team assigned to your court has specific relevant knowledge and experience in managing on-site court personnel and staff. Linebarger understands and is committed to providing personnel at court locations as specified by your court.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

At a minimum, Linebarger will provide forty-four (44) full-time clerical staff to various Court locations to assist in the processing of accounts referred for collections. In addition, Linebarger will provide sufficient clerical staff back-up and managerial staff as needed by the the County/Court. Linebarger staff will be thoroughly trained in related aspects of Linebarger's business, including our ethical standards, operating procedures, code of conduct, and automated systems. We have experience with on-site staff at court locations in El Dorado, Orange, and Collier.

Linebarger's staff will be responsible for the following types of assignments, including, but not limited to:

- Assist clients at the window
- Answer telephones
- Receipt payments
- Update Linebarger and/or Court case management systems
- Answer technical questions related to collections
- Set court dates for clients
- Troubleshooting issues
- Provide County/Court with weekly status reports
- Provide other ad hoc reports as requested by County/Court

As reflected in the RFP, we understand that the County/Court anticipates that Linebarger's employees will be assigned to the Court locations listed in the RFP Statement of Work. However, the County/Court needs may vary. Linebarger employees assigned to work at a Court location may be reassigned to any Court location by the Court PM to ensure the needs of the County/Court are met. If coverage is needed, a staff replacement will be at the Court job location within two (2) hours of being notified by the Court.

Linebarger will provide the County/Court the method for supervision of Linebarger's employees assigned to Court locations.

For each clerical staff, Linebarger will provide a personal computer at current industry standards and all necessary computer peripherals (e.g., printers, modems, etc.). In addition, Linebarger will provide clerical staff with all necessary office products (writing instruments, forms, file folders, fax machines as determined by the County/Court, etc.) to perform their job functions.

7.0 MONITORING OF CONTRACTOR'S PERFORMANCE

Linebarger clearly understands that if we do not deliver the level of service and collection results expected by our client, our contract would be in jeopardy. Every employee of Linebarger knows and understands that performance at every level is critical to the overall success of our client mission.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

In this regard, every employee of Linebarger necessarily realizes that performance is something that must be monitored and evaluated; and that this monitoring continually occurs both internally according to our own rigorous standards, as well as externally by our client perspective. Given our long history of successful public-private partnerships, we are confident that we will perform to the Court's expectations, and beyond that of our competitors.

7.1 PERFORMANCE

Linebarger is willing and able to meet the requirements set forth in RFP section 7.1. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

We understand that performance will be monitored using monthly reports discussed in Section 3.13.4 (Reporting Requirements) and evaluated at the end of the fiscal year.

In addition, the County/Court will monitor Linebarger's performance to the Contract based on, but not limited to, the Performance Requirements listed on the Quality Control Plan (Attachment I) and Deliverables (Attachment J).

7.2 NON-CONFORMANCE

Linebarger is willing and able to meet the requirements set forth in RFP section 7.2. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

If Linebarger performance does not conform to all requirements in this SOW and is unsatisfactory, the Court PM will write a Contract Discrepancy Report (CDR), and forward it to Linebarger. Linebarger will respond within five (5) working days upon notification by Court PM and correct the discrepancy, at Linebarger's expense, if any.

The Court PM will monitor all requirements described herein and may, from time to time, provide comment on these services, but will not unreasonably interfere with Linebarger performance.

7.3 AUDITS

The County/Court may, at its discretion, direct or conduct Financial, Operational or other audits of Linebarger's performance to ensure our firm's compliance with all requirements specified in this SOW. In addition, the law firm employs two full-time internal auditors to provide oversight over major processes and monitor the firm's internal control environment. The internal audit team also serves as an additional, independent quality control mechanism to monitor the firm's internal control environment. One member of the team holds a professional registration as a Certified Internal Auditor.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

The Internal Audit Department is separate from the management team for the Court project and monitors firm operations to ensure contractual compliance in accounting, human resources, and administrative processes.

Working under the International Standards for the Professional Practice of Internal Auditing (ISPPIA), as promulgated by the Institute of Internal Auditors (IIA), the firm's Internal Audit Department regularly conducts operational and investigative audits of the firm's offices and significant operations. Audits are scheduled based on an annual audit plan approved by the Audit and Ethics Committee that is developed using a risk-based approach. Additionally, the CFO and the Internal Audit team meet periodically to review certain parts of the Firm's operations and determine whether additional reviews should be performed and reported to the Audit Committee.

Department staff members report to the Director of Internal Audit, who reports directly to the Audit Committee, a subset of the firm's Management Committee. The Audit Committee meets regularly to discuss internal audit reports and significant business and control processes of the Firm. The Chief Financial Officer and Chief Operating Officer also attend the Audit Committee meetings.

The Internal Audit Department determines whether controls implemented by Operations Management are adequate to ensure:

- Risks are appropriately identified and managed
- Financial, managerial, and operating information is accurate, reliable, and timely
- Employees' and collector actions conform to policies, standards, procedures
- Programs, plans, and objectives are achieved
- Quality and continuous improvement are promoted in the firm's internal control processes
- Funds are collected and disbursed accurately and in a timely fashion

External Auditor

Linebarger's financial statements are audited annually by an independent, highly reputable international CPA firm. The firm utilizes the company to perform annual Service Organization Control (SOC 1) reports on its Information Technology controls related for its ACT software system (tax system) and for its Fees and Fines collection system located in San Antonio, Texas. Occasionally, our firm also utilizes other reputable regional CPA firms to report about other processes within the organization.

Audit Trails

Our system supports audit functions for collection activities and associated data. We can generate an extensive group of management and collection reports to document work performed and remittances processed on the accounts within Court's portfolio.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Authorized Court employees shall be permitted, during normal business hours, to audit and examine the books of accounts, reports, and records pertaining directly to the collection activity related to this contract. We will maintain all books of accounts, receipts, invoices, reports, and records for the Court for up to five years or as required by the Court.



8.0 UNSATISFACTORY PERFORMANCE OF SPECIFIED SERVICES

8.1 CONTRACT DISCREPANCY REPORT

Linebarger is willing and able to meet the requirements set forth in RFP section 8.1. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

In the event Linebarger provides less than satisfactory performance of any service, or compliance with any requirement specified in this SOW, the County/Court will issue, within five (5) business days to Linebarger, a Contract Discrepancy Report (CDR). Additionally, the County/Court may apply one or more of the following remedies as deemed necessary.

8.1.1 Corrective Action Plan

The County/Court may require Linebarger to implement a formal corrective action plan, which will be subject to the County's/Court's approval. The corrective action plan must include:

- The reasons for the unacceptable level of performance, or failure to provide the specified services;
- Descriptions of the specific steps to return performance to an acceptable level; and,
- Descriptions of monitoring methods that will be implemented to prevent recurrence.

8.1.2 Withholding of Referrals

The County/Court may withhold account referrals until the County/Court determines Linebarger is providing the specified service.

8.1.3 Contract Termination

The County/Court may terminate the Contract between Linebarger and the County/Court pursuant to Section 8 of the Contract.

8.1.4 Written Notification of Sanctions

In the event the County/Court applies any of the above sanctions, the County/Court will notify Linebarger in writing of the sanction(s) applied and the reason(s) for the sanction(s).

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

9.0 REMEDIES

9.1 NON-COMPLIANCE

Linebarger is willing and able to meet the requirements set forth in RFP section 9.1. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

If Linebarger's performance is not in compliance with the requirements of the SOW, the Court PM will document unsatisfactory performance and may, if Linebarger's performance remains unsatisfactory, exercise its right up to and including termination of the Contract.

10.0 WORK QUALITY ISSUES

Linebarger is willing and able to meet the requirements set forth in RFP section 10.0. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

While Linebarger will strive in every way to meet and exceed every expectation of your court, we do understand that at times there is potential for perceiving matters from various perspectives. It will always be our intention to handle matters in a professional manner so that no escalation of issues become necessary.

We do understand that questions regarding the quality and direction of work performance will normally be handled between Court PM and Linebarger, but if and when the County/Court finds that important work matters are not being properly handled by Linebarger and that previous management efforts by the County/Court have failed to achieve desired results, the County/Court may exercise remedies under the Contract.

11.0 SECURITY AND CONTROL PROCEDURES

11.1 General Accepted Accounting Procedures

Linebarger is willing and able to meet the requirements set forth in RFP section 11.1. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Linebarger maintains all books of accounts, receipts, invoices, reports, and records according to General Accepted Accounting Principles. Authorized Court employees shall be permitted, during normal business hours, to audit and examine the books of accounts, reports, and records pertaining directly to the collection activity related to this contract.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885



11.3 Safeguarding all Court Property

Linebarger is willing and able to meet the requirements set forth in RFP section 11.3. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Linebarger will be responsible for safeguarding any/all County/Court property in accordance with this SOW. Linebarger will ensure the confidentiality of information and require all Linebarger personnel providing services in conjunction with the Contract to sign a Contractor Employee Acknowledgement and Confidentiality Contract, as attached to the RFP Sample Contract as Exhibit G1. Employee confidentiality Contracts will be submitted within three (3) business days of employee's start of work.

11.4 Security and Control Procedures

Linebarger is willing and able to meet the requirements set forth in RFP section 11.4. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Linebarger will submit a Security and Control Procedures to the County/Court within five (5) business days of execution of the Contract. The procedures will identify methods used by Linebarger to ensure that the County/Court property is safeguarded at all times while in Linebarger's possession. Security and Control procedures should include, but are not limited to: ensuring the security of County/Court forms, case management systems, and cash handling responsibilities (if applicable). Linebarger will notify the Court PM of any changes to Security and Control Procedures within ten (10) business days of making a change.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

11.5 Quality Control Plan

Linebarger is willing and able to meet the requirements set forth in RFP section 11.5. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your court.

Linebarger will develop and maintain a written Quality Control Plan to ensure compliance with all of Linebarger's responsibilities as set forth in this SOW. Linebarger's initial plan will be submitted within five (5) business days after execution of the Contract. Updates will be submitted to the Court PM for approval within ten (10) business days. The Plan will include, but not be limited to, the following information:

11.5.1 Activities Monitoring

The activities to be monitored on either a scheduled or unscheduled basis, how often monitoring will be accomplished and the title of the individual(s) who will perform the monitoring.

11.5.2 Identification of Deficiencies

Methods for identifying deficiencies in the quality of service before the level of performance becomes unacceptable and not in compliance with the contract.

11.5.3 Documenting Results

Methods for documenting the monitoring results and, if necessary, the corrective action taken.

11.5.4 Quarterly Audit

Linebarger will provide the County/Court a quarterly audit showing the results of the quality control plan (as shown in RFP Attachment I).

11.5.5 Independent Audit Performed

Linebarger will have an independent audit performed over service organization controls and maintain a clean audit opinion in accordance with Service Organization Controls (SOC1) reports – formerly Statement on Auditing Standards (SAS) NO. 70 Type 2 Report. This audit will be performed annually and the independent auditor's report submitted to the County PM.

11.6 Internal Account Processing

Linebarger is willing and able to meet the requirements set forth in 11.6. We have current processes in place that are consistent with the requirements of this RFP that will be seamlessly integrated and incorporated as processes for your Court.

Linebarger's internal account processing will also include a History of Activity for each account, which lists the type and date of all activities, such as letters, telephone calls, involuntary actions, etc., employed by Linebarger.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Collection Activity Audit Trails

Our technology system supports detailed auditing of all activities and collection records through an extensive group of management and collection reports. These reports document all work performed and remittances processed on individual accounts and an entire client portfolio. All collection activities are recorded in real time as the activity occurs, including both system and personnel updates. Management reviews and instructions are also recorded in the account's history log for employee review and action.

Linebarger utilizes several computer operating systems that allow the firm to customize what events are collected. Based on the requirements of each client and in conjunction with Linebarger security policies, the programmer develops audit criteria unique to each database, system, and/or application. These audit logs are maintained by each system.

The activity screen for our customized Columbia Ultimate Business System (CUBS) collection software shows the current amount due, including interest and collection cost. All collection or skip-tracing activity is recorded by the collector for each account. Collection managers can review collector activity on all accounts to assure that they are providing quality customer care and performing all necessary steps to collect the delinquency.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

2.a. Key Staff

a. Provide the names of key staff that will manage and support this project. Describe roles and responsibilities of the Contractor and its representatives. Include individual qualifications (certifications, years of experience, expertise, etc.) and provide a resume for each. At a minimum, Proposer must identify the project manager, lead collectors, and lead information technology personnel for interfacing with the Court's case management and/or accounting system(s).

[redacted]

2.b. Capacity and Methodology

b. Discuss your firm's capacity and methodology to assure and maintain proper confidentiality of court records.

Linebarger's 175-member IT team coupled with our extensive technology resources allows for the capacity to process all accounts proposed under this contract as a sole-contractor. Security is our focus and the following demonstrates the lengths our firm undergoes to ensure data security and confidentiality of records.

Data Backups

Data replication occurs in real-time to our Disaster Recovery (DR) location, with a separate backup every night to capture a snapshot of the daily activities. We use FIPS 140-2 compliant cryptography with additional safeguards and controls through PCI DSS Level 1 and IRS 1075 standards & guidelines to ensure that all [Client Name abbreviated] data is fully protected at rest and in transit. We retain data backups dependent upon client requirements, regulatory, and company standards. We verify all backups for consistency to confirm that data restoration is not required.

Data Archives

In addition to data backups, our Enhanced Electronic File Transfer (EFT) System archives transferred data in real time. This system identifies client data uploaded to our EFT System and uniquely archives it to a separate directory. These archived copies help to protect and quickly reconcile any data a client may have accidentally deleted, overwritten, or uploaded in error.

Linebarger also employs a unique solution called SyncIQ, which enables us to implement a remote disk archiving solution for disaster recovery using asynchronous data replication. With this solution, the replication process occurs every six hours. This process replicates all client-archived data changes from our Local Enterprise SAN Storage Solution to our remote Disaster Recovery location. The system will never delete the data at our Disaster Recovery location unless expressly authorized by a client, regulatory requirements, or company standards.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Data and System Security

Security is the number one priority with any client's data. Linebarger uses a combination of physical, technical, and administrative controls to ensure the confidentiality, integrity, and availability of data. We are equipped to secure communication between Linebarger and our clients, ensuring data confidentiality and integrity en route to source or destination systems. Linebarger uses industry-standard protocols, including but not limited to SFTP, HTTPS, FTPS, IKE, IPSEC, and PGP, to protect data in transit. Data can be transmitted directly using these protocols via our Secure Enhanced File Transfer system and/or through IKE/IPsec VPN tunnels. Linebarger can accommodate the County's requirements using Pretty Good Privacy (PGP) tools and utilities if there is a need to encrypt data prior to transmittal.

As a complementary component, Linebarger employs a state-of-the-art Storage Area Network (SAN) comprised of all-flash arrays that implement in-line data at rest encryption (DARE) and self-encrypting drive (SED) technologies. This architecture protects data at rest once loaded onto our systems, preventing unauthorized read or write access.

[redacted]

Personnel Certifications

Our Chief Technology Officer holds certifications as an Information Systems Security Professional (CISSP), Information Security Manager (CISM), and Project Manager (PMP). He oversees the firm's IT security requirements, implementing administrative, technical, and physical safeguards to protect assets. He also develops policies and procedures to ensure Firm operations meet all IT security requirements.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Security Standards

We have current communication capability to interface with the Court's case management and collection management systems and to transmit relevant collection data in a frequency deemed acceptable by the Court. Such operations are already working to the satisfaction of our more than 2,600 government clients nationwide.

The firm has strict data security procedures in place –The combination of ISO 27001/27002 and NIST 800-53/171 standards are mapped out for a common foundation, while also building upon the specific requirements of each. These frameworks are part of our core infrastructure used to achieve our PCI Level 1, SOC 1, SOC 2, SOC 3, and IRS 1075 security certifications. Linebarger continually monitors and adheres to changes in cybersecurity frameworks to ensure our security posture meets the highest standards. Linebarger undergoes independent audits to verify our security and control requirements using NIST, PCI, and SSAE 16 [American Institute of CPA's (AICPA)] standards.

National Institute of Standards and Technology Security Standards (NIST)

As a result of a firmwide effort to maximize the already excellent security of our IT systems, in July 2005, Linebarger received its NIST Compliance Letter based upon the NIST 800 series special publications, which provide guidance on developing and implementing a comprehensive computer security program. These documents assist organizations that process "Sensitive but Unclassified (SBU) information."

The certification process involves an extensive review of every aspect of the firm's information systems security, including disaster recovery, intrusion detection, physical plant security, and virus protection. The firm undergoes NIST compliance verification annually.

Payment Card Industry Compliance (PCI)

Linebarger holds PCI Level 1 Merchant and PCI Level 1 Service Provider certifications. We treat all information and personal data connected with the collection of client accounts as confidential and protect it throughout its life cycle in our systems. Linebarger undergoes an annual PCI assessment of our controls as a Merchant and a Service Provider. An Attestation of Compliance (AOC) and Report on Compliance (ROC) confirms the controls comply with the PCI standards. Only a PCI Qualified Security Assessor (QSA) can issue a PCI Level 1 ROC. An Approved Scanning Vendor (ASV) also conducts a quarterly scan of our technical environment to test our systems' security against the PCI standards. Any deficiencies in PCI standards result in an automatic failure of PCI compliance. Linebarger undergoes annual certifications.

Linebarger has reviewed the 18 elements of Professional Practices Management System (PPMS) program for compliance. Linebarger's current security and process controls meet or exceed the PPMS requirements.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

Statement on Standards for Attestation Engagements SSAE16/18 Audits

Linebarger undergoes multiple SSAE16/18 audits of our Service Organizational Controls (SOC) to comply with the reporting requirements for various clients throughout the year. These audits ensure that Linebarger maintains compliance with the American Institute of CPA's (AICPA) control standards. Each audit consists of verifying and testing our physical, logical, procedural, and technical controls against the AICPA standards for Service Organizations. The process consists of visual inspections, personnel interviews, and policy evaluations. An independent auditor generates a SOC 1 report to document the findings. The report includes all noted deficiencies and a Corrective Action Plan (CAP) if needed, with a set date to remediate. Our last audit confirmed that Linebarger has the necessary controls to ensure that we meet all control objectives.

Linebarger also undergoes audits for SOC 2 and SOC 3. The firm is in full compliance with all requirements to meet these standards as well.

TECHNOLOGY CERTIFICATIONS



Network Security

Within our computer network, ITG develops and deploys strict security protocols to protect clients' data from both external and internal threats:

- **Endpoint protection**: All Linebarger systems utilize commercial antivirus software. In addition to antivirus software, Advanced Endpoint Protection (AEP) software protects against unknown malware, exploits, and zero-day threats.
- **Continuous monitoring to prevent intrusion**: A next-generation firewall (NGFW) provides protection at the firm's external perimeter. An Intrusion Prevention System (IPS) also monitors traffic to/from the firewall as an additional layer of protection.
- **Automated monitoring and notifications**: ITG monitors all Linebarger systems for availability and unusual behavior. They rely on out-of-band systems for logging, real-time alerts, and automated notifications.
- **Close monitoring of internet communications**: Our system collects information on all inbound and outbound internet traffic.
- **256-bit end node-to-end node data encryption**: We maintain several virtual private network (VPN) connections, which provide the necessary speed and security.
- **Password protection**: Access to the firm's computer network requires a unique user ID and password created using "strong" criteria: at least eight characters, a mixture of uppercase and lowercase letters, at least one number, and at least one special character. All users

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

must change their passwords every 90 days. The system does not allow users to reuse recent passwords.

- **Security at each end node**: Limited, secure end node access protects law firm communications. Each end node has a dedicated IP address, and our end node routers send audit logs to our centralized log server, creating a record of all transmissions.
- **Access on a strict need-to-know basis**: Once a client's data resides within the Linebarger system, a secure login and password unique to that client prevents accidental or intentional intrusion. We provide the login and password only to those firm employees who need direct access to client data, effectively isolating the client's account data from other system data.
- **Centralized IT operations**: We will maintain all electronic data associated with the Court project at Linebarger's ITG colocation facility. Located in San Antonio, Texas, this facility's extensive physical and network safeguards protect the information and hardware maintained at this location. Linebarger maintains a leased 10Mbs dedicated connection for all data transfers and data communications with clients.

Secure Data Transfers

Linebarger's ITG division takes extraordinary steps to guarantee security during transmission of client data:



- **SFTP**: Linebarger's system supports SFTP as a protocol for secure file transfers
- **Web SSL**: We support HTTPS file transfers through a secure webpage. All data transfers and logons occur within a 256-bit encrypted SSL session
- **IPSec Tunnel**: Our systems utilize secured FTP or VPN tunnels with a minimum of AES-256 encryption
- **PGP encryption**: We support the use of PGP for encrypting files that are emailed. Encrypted messages and a user's key work in conjunction with scrambling algorithms so only the intended recipient can decrypt the data

Controlled Destruction of System Outputs

Linebarger follows established procedures for identifying and securely destroying confidential information. Secure physical media is stored in PCI-compliant locked containers for weekly on-site destruction. All containers remain under Linebarger control at all times. Linebarger employees monitor all on-site destruction and receive a certificate of destruction. We employ IT Asset Disposition (ITAD) processes for secure hard drive, memory, and media destruction. Linebarger provides chains of custody and certificates of destruction.

Facilities Security

All collection operations occur in secure facilities, using strict quality control methods that have protected our clients' data for over four decades.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

EXHIBIT B1
PAYMENT PROVISIONS AND INVOICING PROCEDURES

1. Compensation.

A. Contract Sum

(1) In accordance with the terms of this Agreement, Court and County will refer various accounts for **Primary Collection Services**, as defined in Exhibit A1 (Statement of Work), to Contractor for which Contractor shall receive the negotiated commission on gross collections for general accounts referred. The commission rate shall remain firm and fixed for the term of the Agreement and shall be paid as set forth in this Exhibit B1 and Exhibit B2.

(2) Fees. Contractor shall provide all goods and services at the rates set forth in Subsection B (Pricing and Billing Schedule) of this Exhibit. The Court shall have no obligation for payment of fees for any goods or services provided by Contractor except for those which are satisfactorily completed and expressly authorized pursuant to this Agreement.

B. Pricing and Billing Schedule

Contractor shall provide the required goods or services for the Court at the rate(s) set forth in Exhibit B2.

2. Miscellaneous Provisions

A. Business-Related Travel Expenses

Contractor travel expenses are reimbursable only if this Agreement specifically provides for the reimbursement of travel-related expenses and prior written approval of such expenses by the Court's Project Manager is obtained. The Court's policies and limits on reimbursable expenses, set forth in the Judicial Branch Travel Guidelines, shall apply. Contractor shall be reimbursed only for actual expenses not to exceed the limits set forth in the Judicial Branch Travel Guidelines that are in effect at the time the Agreement is signed.

B. The Court shall not reimburse any Contractor expenses for staff time or overtime spent performing services or for any time spent to provide information for Court audits or billing inquiries.

3. Invoices and Payments

A. Submitting Invoices

(1) Contractor shall invoice the Court at the rates set forth in this Exhibit B. The amount of Contractor's invoices shall be calculated in accordance with the following formula: Commission Rate (%) x Gross Collections deposited in to County Bank Account during the period of the invoice. Contractor shall be compensated only for services that result in the collection of revenue. Court/County will not compensate Contractor for expended services in the event debtor payment is not obtained.

(2) Contractor shall bill the Court within the first twenty-five (25) calendar days of the month for the prior month's deposits to the County Bank Account.

(3) All invoices shall be subject to the Court's written approval. Contractor shall prepare invoices, in the detail specified in Section 3.13.1 of Exhibit A (Statement of Work) for commissions owed to Contractor by the Court as provided in this Exhibit B. Invoices without the required information will not be approved for payment.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

(4) **Contractor shall submit all invoices for approval to the Court's Project Director.**

(5) Immediately upon approving Contractor's invoice(s), the Court's Project Director shall forward all such invoice(s) for review and processing for payment to:

Financial Services Administration – Accounts Payable
Superior Court of California
County of Los Angeles
111 North Hill Street, Room 105B
Los Angeles, California 90012

B. Payment Conditions

(1) The Court shall pay Contractor as per this Exhibit B within thirty (30) days of receiving a correct and proper invoice from Contractor, provided that Contractor is not in violation of or default under any provision of the Agreement and has submitted a complete, accurate, and approved invoice.

(2) Payment for services rendered shall be made upon the Court's approval of invoices submitted and may be reduced at the Court's sole discretion for Contractor's failure to provide services as specified in the Agreement. The Court may deduct up to ten percent (10%) from invoice amount for each month a failure incurs and until such errors are satisfactorily corrected.

The aggregate of all amounts withheld pursuant to Subsection 3.B.(2) shall be paid to Contractor by the Court in one lump sum payment the earlier of 1) the parties' agreed upon resolution of the matter(s) for which withholding was prompted or 2) within sixty (60) days from the termination date of this Agreement, upon completion of all corrective measures required.

(3) The cumulative total of such invoices shall not exceed the Contract Sum stated in Section 1 (Compensation) of this Exhibit.

END OF EXHIBIT B1

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

EXHIBIT B2

CONTRACTOR'S COST PROPOSAL

--- Begins on Following Page ---

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

TWO VENDORS

Cost Proposal Form

RFP #2024-156 Revenue Enhancement and Collections Services

Contractor will accept all Accounts referred by Superior Court of California, County of Los Angeles (Court) on a contingency fee basis. Contractor's sole payment for all services set out in the Statement of Work, including any required equipment, staff or work necessary to perform the services, will be paid only from those monies collected by Contractor and will be the percentage commissions set forth below:

Commission Fees: Fees, fines, forfeitures, penalties, and assessments arising from infractions, misdemeanor, felony, and traffic proceedings or actions

Commission Fee for Primary Collections
9.9%

Commission Fees: Criminal justice related fees, reimbursements, and other legally enforceable debts

Commission Fee for Primary Collections
9.9%

Commission Fees: Civil, family law, and juvenile law fees, including filing fees

Commission Fee for Primary Collections
9.9%

Commission Fees: Probation, guardianship, conservatorships, and public defender fees

Commission Fee for Primary Collections
9.9%

Commission Fees: Sanctions imposed by the Court

Commission Fee for Primary Collections
9.9%

Commission Fees: Direct restitution to victim ordered pursuant to California Penal Code section 1202.4(a) 1

Commission Fee for Primary Collections
9.9%

Commission Fees: Victim restitution fines ordered pursuant to California Penal Code section 1202.4 (b) 1

Commission Fee for Primary Collections
9.9%

Commission Fees: Reimbursements owed or as ordered by a court pursuant to California Family Code section 3150 et seq.

Commission Fee for Primary Collections
9.9%

Commission Fees: Any other legally enforceable debt owed to the Court or that the Court has a right to collect

Commission Fee for Primary Collections
9.9%

Victim Restitution Fine – Commission Fee set at 10%

Direct Restitution to Victim – Commission Fee set at 15%

Note: Collection of this debt is not at the option of the Contractor.

Fee for FTB Transfer Services

__* % of Commission Fee of net collected by FTB or flat fee of $_____

*** Linebarger proposes a fee of 6.69% net of FTB COD**
*** Linebarger proposes a fee of 6.69% for FTB TIP**

PRICE NOTES
- As of 7/1/22, AB199 capped the civil assessment at $100 statewide, and is no longer charged by Los Angeles Superior Court resulting in a 40% reduction to the average balance.
- As of 1/1/23, AB2746 went into effect and the drivers licenses can no longer be suspended for FTA accounts. This has resulted in lower voluntary compliance.
As a result of these laws, it is necessary to increase the cost in order to provide the same level of service.

END OF CONTRACTOR'S COST PROPOSAL

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

EXHIBIT C1

STANDARD BUSINESS TERMS AND CONDITIONS 3.0

--- Begins on Following Page ---

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STANDARD BUSINESS TERMS AND CONDITIONS 3.0

1. Accounting.
2. Amendment.
3. Assignment; Subcontracting; Successors.
4. Audits; Retention of Records; Ownership of Results.
5. Background Checks; Court Approval of Contractor's Staff.
6. Changes in Work.
7. Choice of Law; Jurisdiction and Venue.
8. Confidential Information; Publicity.
9. Compensation.
10. Contract and Project Administration.
11. Contractor Certification Clauses.
12. Contractor Status.
13. Default and Remedies.
14. Dispute Resolution.
15. Entire Agreement.
16. Fair Labor Standards Act.
17. Force Majeure.
18. Indemnification.
19. Insurance Requirements.
    - 19.1 General Coverages; or
    - 19.2 Specific Coverages
20. Limitation of Liability.
21. Loss Leader.
22. Minimum Age, Language Skills, and Legal Status of Contractor Personnel at Facility.
23. Modification.
24. Non-Exclusivity.
25. Notices.
26. Prevailing Wages / Public Works.
27. Prior Work.
28. Prohibited Bids for End Product of the Agreement ("Follow-On Contracts").
29. Public Access to Records and Information.
30. Public Contract Code.
31. Recovery of Court Costs Incurred Due to Poor Performance or Non-Performance.
32. Scope of Work; Acceptance; Rejection.
33. Shipping and Packing Slips.
34. Signatures; Counterparts.
35. Standard of Performance; Warranties.
36. Stop Work.
37. Survival.
38. Termination.
39. Time is of the Essence.
40. Waiver; Severability.
41. Work Site.
42. Miscellaneous Provisions Applicable to Specific Contracting Situations.

1. Accounting.

Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

2. Amendment.

No modifications, alterations, changes, or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment, signed by both parties, that specifically references and incorporates the terms of the Agreement into the written amendment.

3. Assignment; Subcontracting; Successors.

A. Assignment.

(1) The Court may assign its rights and duties (or subcontract portions of the Agreement) to any other public entity. The Court shall notify Contractor in writing within 30 days following the assignment.

(2) In addition, either party may assign its rights and duties or subcontract portions of the Agreement to a third party, but only if the non-assigning party gives prior written consent to the assigning party. Consent may be withheld for any reason or no reason. If a non-assigning party does consent, the consent will take effect only if there is a written agreement between the assigning/subcontracting party and all assignees/subcontractors, stating that the assignees/subcontractors:

(a) are jointly and severally liable to the non-assigning party for performing the duties in the Agreement of the assigning/subcontracting party;

(b) affirm the rights granted in the Agreement to the non-assigning party;

(c) make the representations and warranties made by the assigning/subcontracting party in the Agreement; and

(d) appoint the non-assigning party an intended third party beneficiary under the written agreement with the assigning/subcontracting party.

(3) No assignment or subcontract will release either party of its duties under the Agreement.

B. Subcontracting. Contractor may engage a subcontractor to perform any portion of the work, but only with the prior written consent of the Court. Any subcontracting without the Court's written consent is a material breach of the Agreement. Subcontractors will be subject to the same terms and conditions applicable to Contractor under the Agreement and shall incorporate the Agreement into any subcontracting relationship. Contractor shall be liable for all subcontractor acts or omissions, including indemnity obligations.

C. Successors. The Agreement binds the parties as well as their heirs, successors, executors, administrators, and assignees.

4. Audits; Retention of Records; Ownership of Results.

A. General Audit and Records Provisions. Contractor must allow the Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit.

B. State Audit. This Agreement is subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

C. Ownership. Unless otherwise provided in the Agreement, the Court is the exclusive owner of all materials collected and produced in connection with the work. Upon the Termination Date (subject to any mutually agreed period of continuation of work), or upon the Court's notice at any time, and subject only to the duty of confidentiality owed to a represented party, Contractor shall give original materials to the Court or to another party at the Court's direction.

D. Copies. Contractor may retain copies of any original documents Contractor provides to the Court.

E. Retention of Records. Contractor will maintain all financial data, supporting documents, and all other records relating to performance and billing under the Agreement for a period in accordance with state and federal law. The minimum retention period will be four (4) years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

5. Background Checks; Court Approval of Contractor's Staff.

A. Background Checks.

(1) Each of Contractor's staff performing services on or at court locations or have access to sensitive, confidential court information under this contract shall undergo and pass a background investigation to the satisfaction of the Court as a condition of beginning and continuing to perform services under this contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation of up to forty (40) dollars per person shall be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

(2) Contractor shall notify the Court within 72 hours of any known arrests or other changes to the criminal record of any staff performing services under this Agreement. The Court may, in its sole discretion, require that any staff reported to have an arrest or other change in his or her criminal record subsequent to passing an initial background investigation be replaced by Contractor at no additional cost to the Court.

B. Court Approval of Contractor's Staff.

(1) Contractor's Staff.

(a) The Court has the reasonable right to approve, which approval shall not be unreasonably withheld, members of Contractor's Representatives during the performance of the work hereunder and prior to any proposed changes in Contractor's Representatives. Contractor shall provide the Court's Project Director with résumés of all proposed changes to Contractor's Representatives and shall make such staff available for interview by the Court upon request of the Court's Project Director. By execution hereof, the Court has approved the current Contractor's Project Director and Project Manager.

(b) Contractor shall cooperate with the Court if the Court reasonably requests the removal of a member of Contractor's staff from performing work hereunder, where such individual's performance is deemed unsatisfactory by the Court or such individual fails to comply with any provision set forth in this Agreement or any established rule or regulation.

6. Changes in Work.

A. The Court reserves the right to require Contractor to make changes in the work, which may include additions, deletions, or modifications to the work, or changes in the timing or level of effort for the work.

(1) For any change proposed by the Court or Contractor, Contractor will submit in writing:

(a) A description of the proposed change and the reasons for the change;

(b) A summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and

(c) A statement of the expected impact on schedule.

B. If the Court and Contractor agree on a change, the Court will issue an Amendment documenting the change, for the parties' execution.

(1) If the parties cannot agree to the terms of a change, Contractor will proceed diligently with work unless otherwise directed by the Court, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute Resolution." Contractor should not proceed with any change prior to receiving an executed Amendment from the Court. All costs for changes performed by Contractor without the Court's prior written approval will be at Contractor's sole risk and expense.

7. Choice of Law; Jurisdiction and Venue.

California law governs the Agreement. Jurisdiction and venue for any legal action arising from, or connected with the Agreement shall exclusively reside in Los Angeles, California, and the parties hereby consent to the jurisdiction and venue of such courts.

8. Confidential Information; Publicity.

A. Confidential Information.

(1) During the term of this Agreement and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all rights, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations.

(2) "Confidential Information" means: (i) any information related to the business or operations of the Court, including information relating to the Court's personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the Court (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the Court's satisfaction that: (a) Contractor lawfully knew prior to the Court's first

disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

(3) Permissible Disclosures. Contractor may disclose the Court's Confidential Information only on a "need to know" basis to Contractor's employees and subcontractors and any representatives of the Court who are working on the project and who have also executed confidentiality agreements that protect the Court's confidential information. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to comply with any applicable law, rule, regulation, or ruling, provided Contractor gives advance notice to the Court.

B. Publicity.

Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the Court or any images of the Court, the Court's seal, or the Court's logo without the prior written consent of the Court, which may be denied for any or no reason.

9. Compensation.

A. The Contract Sum shall be the maximum total monetary amount payable by the Court to Contractor for supplying all the tasks, deliverables, services, and other work specified under this Agreement. All work completed by Contractor must be deemed acceptable to, and approved in writing by, the Court's Project Manager which approval shall not be unreasonably withheld.

B. Any additional work requested by the Court that exceeds the scope of Exhibit A (Statement of Work), must be approved in advance, and in writing, by the Executive Officer/Clerk of Court, in the form of an Amendment. Any change in the Contract Sum must be approved in advance, and in writing, by the Executive Officer/Clerk of Court, in the form of an Amendment.

C. If Contractor provides any task, deliverable, good, service, and/or other consideration to the Court other than those specified in this Agreement, or if Contractor provides such items requiring the Court's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against the Court therefor.

D. The Court's payment will not relieve Contractor from its obligation to replace unsatisfactory work, even if the unsatisfactory character of such work may have been apparent or detected at the time such payment was made. Work, data, or components that do not conform to the requirements of the Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to the Court.

E. If Contractor receives payment from the Court for a service or reimbursement that is later disallowed or rejected by the Court, Contractor will promptly refund the disallowed amount to the Court upon the Court's request. At its option, the Court may offset the amount disallowed from any payment due to Contractor, under the Agreement or any other agreement.

F. Taxes. Contractor shall collect and remit any sales and use taxes as and to the extent required under the Revenue and Taxation Code.

G. Salaries and Employee Benefits. Contractor will be solely responsible for providing to its employees all legally required employee benefits, and the Court shall not be held liable for the direct payment of any salaries, wages, or other compensation to any personnel provided by Contractor.

10. Contract and Project Administration.

A. Key Personnel.

The Court and Contractor shall each designate a Project Director (in the Agreement document) who shall have full authority to act on all daily operational matters concerning Contractor's performance under this Agreement. Parties shall be notified in writing of any change to the name or address of Key Personnel.

B. Contractor's Representatives.

(1) Contractor's Project Director.

(a) Contractor's Project Director shall be responsible for confirming that the objectives of this Agreement are met by Contractor.

(b) Contractor's Project Director shall provide direction to the Court in the areas relating to Contractor's policies, information requirements, and procedural requirements.

(c) Contractor's Project Director shall be responsible for determining whether the technical standards and requirements of this Agreement are met by Contractor and for evaluating Contractor's performance under this Agreement.

(d) Contractor's Project Director shall plan and coordinate Contractor's efforts with the Court.

(e) Contractor's Project Director shall be available by telephone during regular business hours.

(2) Contractor's Project Manager.

(a) Contractor shall provide a Project Manager to represent Contractor and to oversee day-to-day operation of each site.

(b) Contractor's Project Manager shall be responsible for reporting to the Court as specified in this Agreement and as may be required by the Court from time to time.

(c) Contractor's Project Manager shall communicate with the Court's Project Director on an on-going basis concerning any problems, modification, and contractual obligation, and shall be available during regular business hours for problem resolution.

(d) Contractor's Project Manager shall inform the Court's Project Director of any change in production or in Contractor's personnel assigned to provide goods and/or services to the Court.

(e) Contractor's Project Manager shall provide the Court with monthly accounting reports as required under this Agreement.

(f) Contractor's Project Manager shall provide the Court's Project Director with the names, position titles and telephone numbers of Contractor's local staff assigned to provide goods and/or services to the Court under this Agreement.

C. Court's Representatives.

(1) Court Personnel.

Unless stated otherwise in this Agreement, all Court personnel assigned to this Agreement shall be under the exclusive supervision of the Court. Contractor understands and agrees that all such Court personnel are assigned only for the convenience of the Court. Contractor hereby represents that its price, project schedule, and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

(2) Court's Project Director.

(a) The Court's Project Director shall be responsible for confirming that the objectives of this Agreement are met by Contractor.

(b) The Court's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate the Court.

(c) The Court's Project Director shall provide direction to Contractor in the areas relating to Court policy, information requirements, and procedural requirements.

(d) The Court's Project Director shall have the right at all times to inspect any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

(e) The Court's Project Director may request a change of Contractor's Project Director if the objectives of this Agreement are not being met as determined in the sole judgment of the Court's Project Director.

(f) The Court's Project Director shall be responsible for determining whether the technical standards and requirements of this Agreement are met by Contractor and for evaluating Contractor's performance under this Agreement.

(g) The Court's Project Director shall plan and coordinate Contractor's efforts with the Court.

(3) Court's Project Manager.

(a) The Court's Project Manager shall monitor and evaluate Contractor's performance.

(b) The Court's Project Manager is not authorized to make any changes in any terms and conditions of this Agreement, and is not authorized to further obligate the Court in any respect whatsoever.

(4) Court's Contract Analyst.

(a) Contract Analyst shall be responsible for resolving contractual issues relating to terms and conditions of this Agreement.

(b) Contract Analyst shall be responsible for preparing amendments, extensions and addendums to this Agreement.

11. Contractor Certification Clauses.

Contractor certifies that the representations below are true and will remain true throughout the term of the Agreement. Contractor shall have an affirmative duty to promptly notify the Court if any of these representations are not or are no longer true:

A. Authority. Contractor has authority to enter into and perform its obligations under the Agreement, and Contractor's signatory has authority to bind Contractor to the Agreement.

B. Binding. The Agreement constitutes a valid and binding obligation of Contractor, and its permitted successors and assigns, enforceable in accordance with its terms.

C. Child Support Compliance Act. If Contractor is a private entity, and the Agreement provides for Compensation of $100,000 or more:

(1) Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code § 5200 et seq.; and

(2) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D. Compliance with the Law. Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services. Contractor shall obtain and keep current throughout the term of this Agreement all necessary licenses, approvals, permits, registrations and authorizations required by applicable laws to provide the work. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.

E. Conflict Minerals. If the Agreement is for the purchase of goods or services related to or involving "conflict minerals" (columbite-tantalite, cassiterite, wolframite, or gold), Contractor further certifies, UNDER PENALTY OF PERJURY, that it is not a "scrutinized company," as defined by California Public Contract Code § 10490(b).

F. No Conflict of Interest. Contractor has no interest, and will not engage in any interest, that would constitute a conflict of interest under Public Contract Code § 10365.5, which, in general, limits entering into follow-on contracts with a consultant who would benefit thereby from the consultant's advice provided under the first contract, § 10410, which, in general, prohibits state officers and employees from receiving compensation from or having a financial interest in a state contract, or § 10411, which, in general, provides limits on former state officers and employees from entering into a contract in which he or she negotiated or participated in the decision-making relevant to the contract while employed by a state agency; Government Code §§ 1090 et seq. or §§ 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

G. Darfur Contracting Act Certification. If the Agreement is for non-IT goods or services and Contractor did not provide to Court a Darfur Contracting Act certification as part of the solicitation process, this section applies: Contractor further certifies that either (a) it does not currently, and it has not within the previous three years, business activities or other operations outside of the United States, or (2) it is a "scrutinized company" as defined in Public Contract Code § 10476, but it has received written permission for the Court to submit a bid or proposal pursuant to PCC 10477(b), or (3) it has, or it has had within the previous three years, business activities or other operations outside of the United States, but it is not a "scrutinized company" as defined in Public Contract Code § 10476.

H. Delinquent Taxpayers. Contractor further certifies, UNDER PENALTY OF PERJURY, that it is not a person or entity identified by the Franchise Tax Board or the Board of Equalization as one of the 500 largest tax delinquents, and there is no reason to believe Contractor will/may be placed on the Delinquent Taxpayer lists. Contractor must provide Notice to the Court immediately if placed on and/or if there is reason to believe Contractor will/may be placed on the Delinquent Taxpayer list(s). Failure to provide such Notice will be determined to mean that Contractor is in breach of contract and will be responsible for all expenses associated with re-contracting, re-bidding and obligations.

I. Discharge Violations. If Contractor is a private entity, Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Water Code § 13301 for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

J. Document Printing Agreements. If the Agreement is for printing documents, Contractor shall use recycled products, to the maximum extent economically feasible, in the performance of work under the Agreement. Contractor further certifies, UNDER PENALTY OF PERJURY, that any recycled products provided or used in the work by Contractor meet all California minimum post-consumer content requirements.

K. Domestic Partners, Spouses, and Gender and Gender Identity Discrimination. If the Agreement provides for total Compensation of more than $100,000, Contractor is in compliance with, and throughout the term of this Agreement will remain in compliance with: (i) Public Contract Code § 10295.3, which places limitations on contracts with Contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status, and (ii) Public Contract Code § 10295.35, which places limitations on contracts and contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

L. Drug Free Workplace. Contractor provides a drug-free workplace as required by California Government Code §§ 8355 through 8357.

M. Electronic Waste Recycling Act. If the Agreement provides for the purchase or lease of covered electronic devices under the Electronic Waste Recycling Act of 2003, Public Resources Code §§ 42460 et seq., Contractor complies with the requirements of that Act, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.

N. Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code § 10286.1, and is eligible to contract with the Court.

O. No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement.

P. No Harassment. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of the Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

Q. No Interference with Other Contracts. To the best of Contractor's knowledge, the Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

R. Iran Contracting Act. If the Agreement is for the purchase of goods or services of $1,000,000 or more, Contractor further certifies, UNDER PENALTY OF PERJURY, that it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services pursuant to California Public Contract Code § 2203(b).

S. No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform the Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of the Agreement, or Contractor's ability to perform the Agreement.

T. Los Angeles County's Jury Service Program. This Agreement is subject to the provisions of the Los Angeles 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.

(1) Unless Contractor has demonstrated to the Court's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from 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 Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) If Contractor uses any subcontractor to perform services for the Court under the Agreement, the subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such sub-contract Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Court if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program.

(4) Contractor's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, the Court may, at its sole discretion, terminate Agreement.

U. National Labor Relations Board Orders. If the Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than $2,500 from any one Contractor (but not to exceed in the aggregate $7,500 per year from Contractor), no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears UNDER PENALTY OF PERJURY that this representation is true.

V. Non-discrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and California's Fair Employment and Housing Act (Government Code §§ 12990 et seq.) and associated regulations (Code of Regulations, title 2, §§ 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

W. Parts Cleaning. If the Agreement involves parts cleaning, Contractor shall use recycled solvents, to the maximum extent economically feasible, in the performance of work under the Agreement. Contractor further certifies, UNDER PENALTY OF PERJURY, that any post-consumer or secondary materials provided or used in the work by Contractor meet all California minimum post-consumer content requirements.

X. Plastic Trash Bag Law. Public Resources Code §§ 42290 et seq., requires any plastic trash bag supplier, manufacturer or wholesaler, or any of its divisions, subsidiaries, or successors, to be compliant with the Recycled Content Plastic Trash Bag Law, regardless of the goods or services being provided under the Agreement. Contractor further certifies, UNDER PENALTY OF PERJURY that it, and its divisions, subdivisions, and successors, comply with the Recycled Content Plastic Trash Bag Law, and shall continue to comply with the same throughout the term of the Agreement.

Y. Prohibition Against Hiring Court Employees. Contractor hereby certifies and agrees, and will require all subcontractors to certify, to the following: "Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment." In addition, Contractor certifies and agrees that, during the term of this Agreement and for a period

of one (1) year thereafter, Contractor shall not in any way intentionally induce or persuade any employee of Court to become an employee or agent of Contractor, except in response to a publicly solicited job listing.

Z. Qualification. If (1) Contractor is a corporation, limited liability company, or limited partnership, and (2) the contract will be performed in California, Contractor is qualified to do business and in good standing in the State of California, and will remain so for the term of the Agreement.

AA. Sales and Use Tax Collection. Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.

BB. Sweatfree Code of Conduct. If the Agreement provides for the furnishing of equipment, materials, or supplies other than public works, or for the laundering of apparel, garments or corresponding accessories:

(1) No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court under the Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies UNDER PENALTY OF PERJURY that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code § 6108.

(2) Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (1) and shall provide the same rights of access to the Court.

CC. Unruh Civil Rights Act and California Fair Employment and Housing Act. If the Agreement provides for total Compensation of more than $100,000, Contractor is in compliance with the Unruh Civil Rights Act (Civil Code § 51). Contractor is in compliance with the California Fair Employment and Housing Act (Government Code §§ 12960 et seq.). Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Civil Code § 51) or the California Fair Employment and Housing Act (Government Code §§ 12960 et seq.). Contractor further certifies UNDER PENALTY OF PERJURY that this representation is true.

DD. Work Eligibility. All personnel assigned to perform the Agreement are eligible to work legally in the United States and possess valid proof of work eligibility.

12. Contractor Status.

A. Independent Contractor. Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Court. Contractor has no authority to bind or incur any obligation on behalf of the Court. Except as expressly stated, Contractor has no authority or responsibility to exercise any rights or power vested in the Court. Contractor, its employees, or anyone working under Contractor, including subcontractors' employees, shall not qualify for workers' compensation or other fringe benefits of any kind through the Court. If any legally binding determination concludes that Contractor is not an independent contractor, the Court may terminate the Agreement immediately upon notice. Alternatively, Contractor may agree to a reduction in the Court's financial liability, so that the Court's total costs under the Agreement do not exceed the Agreement amount.

B. Exclusive Control of Means and Method of Performance.

(1) Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

(2) Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

(3) If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to the Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) the Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

(4) Contractor will indemnify, defend, and hold the Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between the Court and any Contractor or subcontractor personnel.

(5) Contractor will determine the method, details, and means of performing or supplying the work under the Agreement. Contractor will be responsible to the Court only for the requirements and results specified in the Agreement and will not be subjected to the Court's control with respect to the physical action or activities of Contractor in fulfillment of the Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.

C. Permits, Laws, and Regulations.

(1) Contractor must observe and comply with all applicable laws, rules, and regulations affecting the work. During the term of the Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the work, and ensure that all subcontractors performing work under the Agreement comply with the same. Such permits and licenses will be made available to the Court, upon request. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.

(2) Contractor will promptly provide Notice to the Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

13. Default and Remedies.

A. Default. Unless otherwise provided, a default exists under the Agreement if:

(1) Contractor fails or is unable to meet or perform any of Contractor's duties under the Agreement, or furnishes nonconforming goods or services, and this failure is not cured within ten (10) days following notice of default or is not capable of being cured within this cure period;

(2) Contractor fails to provide substitute qualified personnel at no charge within ten (10) days if, as determined in the sole judgment of the Court's Project Director or Project Manager, either:

(a) At any time during the period of performance of the Agreement, Contractor's personnel, for any reason, including, but not limited to, resignation, fails to perform under such Agreement; or

(b) At any time during the period performance of the Agreement, Contractor's personnel perform unsatisfactorily, and Contractor fails to cure to the satisfaction of the Court's Project Director or Project Manager within ten (10) days of receipt of written or oral notice from the Court's Project Director or Project Manager of the specific nature of the problem.

(3) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business;

(4) Contractor makes or has made under the Agreement any representation or warranty that is or was incorrect, inaccurate, or misleading; or

(5) Any act, condition, or thing required to be fulfilled or performed by Contractor to (i) enable Contractor lawfully to enter into or perform its obligations under the Agreement, (ii) ensure that these obligations are legal, valid, and binding, or (iii) make the Agreement admissible when required is not fulfilled or performed.

B. Notice of Default. Contractor shall notify the Court immediately if Contractor defaults, or if a third-party claim or dispute is brought or threatened that alleges facts that would constitute a default under the Agreement.

C. Remedies following Contractor Default.

(1) Available Remedies. The Court may do any of the following:

(a) Withhold all or any portion of a payment otherwise due to Contractor, exercise any other rights of setoff as may be provided in the Agreement or any other agreement between the Court and Contractor, or charge to Contractor any costs to the Court arising from Contractor's default, including costs to complete or correct the work;

(b) Exercise, following notice, the Court's right of early termination of the Agreement as provided below; or

(c) Seek any other remedy available at law or in equity.

(2) Remedies Cumulative. All remedies provided for in the Agreement may be exercised individually or in combination with any other available remedy.

D. Specific Performance for Breach of Confidentiality. Contractor understands that a default of the provisions in the section entitled "Confidential Information; Publicity" will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that the Court will be entitled to seek.

14. Dispute Resolution.

The Court and Contractor will attempt, in good faith, to resolve any disputes informally. Such dispute must be submitted in writing within ten (10) calendar days of the earliest incident of dispute. Contractor will meet with the Court's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation

(1) If a dispute remains unresolved either party may give Notice requesting each party's Chief Executive Officer ("CEO") or designated representative to meet, exchange information and attempt resolution within fifteen days of the effective date of the Notice.

(2) If the matter is not resolved as set forth above, the aggrieved party may submit a second Notice which will:

(a) provide detailed factual information;

(b) identify the specific provisions in the Agreement on which any demand is based;

(c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and

(d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

(3) Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen (15) days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

C. Continued Performance of Work. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the work, including work associated with the dispute, unless otherwise directed by the Court. Contractor's failure to diligently proceed in accordance with the Court's instructions will be considered a material breach of the Agreement.

15. Entire Agreement.

A. Headings or captions to the provisions of the Agreement are solely for the convenience of the parties, are not part of the Agreement, and will not be used to interpret or determine the validity of the Agreement.

B. Negotiated Agreement. The Agreement was negotiated between the parties, and neither party "prepared" the Agreement for purposes of California Civil Code § 1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. The Agreement, including all documents incorporated by reference, constitutes the entire and final understanding of the parties regarding the matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to this matter, and is mutually binding on the parties in accordance with its terms.

D. No agent, representative, employee or officer of either the Court or Contractor has the authority to make, or has made, any oral statement, agreement or representation, in connection with the Agreement, which in any way can be deemed to modify, add to and detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. No subsequent purchase order, invoice, click-through or shrink-wrap agreement, or similar document containing conflicting terms and conditions issued by Contractor in conjunction with the performance of any party's duties and/or obligations due under the Agreement, shall be permitted to modify or contradict any of the terms and conditions of the Agreement.

16. Fair Labor Standards Act.

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

17. Force Majeure.

A. Force Majeure events include, but are not limited to:

(1) catastrophic acts of nature, or public enemy;

(2) civil disorder;

(3) fire or other casualty for which a party is not responsible; and

(4) quarantine or epidemic.

B. The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event. Any assertion of a Force Majeure event by subcontractors will be attributed to Contractor.

18. Indemnification.

A. Contractor will defend (with counsel satisfactory to the Court or its designee) indemnify and hold harmless the Court, the County of Los Angeles, the State of California, other California judicial branch entities, and their officers, agents, and employees from and against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any goods, services, or deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

B. Contractor's obligation to defend, indemnify, and hold the Court and court personnel harmless is not limited to, or restricted by, any requirement in the Agreement that Contractor procure and maintain insurance policies.

19. Insurance Requirements.

The Agreement shall specify whether the insurance requirements of Section 19.1 or Section 19.2 apply. Unless the Agreement expressly calls for specific coverage(s) set forth in Section 19.2, the insurance requirements of Section 19.1 shall apply.

19.1 Insurance Requirements – General.

Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement. Should the Court make such a request, Contractor shall provide to the Court certificates of insurance and/or complete copies of all insurance policies maintained by Contractor to meet the insurance requirements contained in this paragraph.

- OR –

19.2 Insurance Requirements – Specific Coverages.

A. Minimum Scope and Limits of Coverage. When required by the Agreement, Contractor shall maintain the following insurance coverages during the term of the Agreement.

(1) Workers' Compensation and Employer's Liability Insurance. This policy must include workers' compensation to meet the minimum requirements of the California Labor Code, and it must provide employer's liability coverage for bodily injury and property damage at minimum limits of $1 million per accident or disease.

(2) Commercial General Liability Insurance. This policy must cover bodily injury, property damage, products (completed operations hazard and liability assumed in a contract), and personal and advertising injury, with minimum limits of $1 million for each occurrence, combined single limit, and $2 million aggregate.

(3) Business Automobile Liability Insurance. This policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of the Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be $1 million per occurrence, combined single limit.

(4) Professional Liability. This policy must cover liability resulting from errors or omissions committed in Contractor's performance of services under the Agreement, at minimum limits of $1 million per occurrence, and $2 million aggregate.

(5) Sexual Misconduct Insurance. This policy must cover bodily injury arising out of, resulting from, or in connection with the actual or threatened sexual abuse, molestation, or harassment of any person by Contractor's employees or any other person for whose acts Contractor may be held liable ("Contractor's Agents"), and the negligent employment, investigation, supervision, failure to report, or retention of Contractor's employees or Contractor's Agents for the actual or threatened sexual abuse, molestation, or harassment of any person. The minimum liability limit must be $1 million per occurrence.

(6) Commercial Crime Insurance. This policy must cover losses of court property arising or resulting from, or in connection with:

(a) The theft, robbery, burglary, disappearance, damage, or destruction of court property, including the cost of check reconstruction;

(b) Dishonest or fraudulent acts, including forgery, alteration, or the fraudulent transfer of court property;

(c) Losses or damage to any building, vehicle, safe, vault, or cash box within the control or possession of Contractor.

The minimum liability limit must be $1 million per occurrence.

(7) Contractor's Pollution Liability Insurance. Contractors Pollution Liability insurance written on an occurrence form with limits of liability not less than $1 million per occurrence and $1 million per project aggregate. The policy will include coverage for claims for bodily injury or property damage, and remediation costs resulting from a pollution incident caused by or exacerbated by the performance of the work at the project site.

(8) Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.

B. Insurance Requirements Applicable to Required Policies.

(1) The cost of all insurance required by the Agreement is the sole responsibility of Contractor, and is a component part of Contractor's agreed compensation.

(2) Contractor shall maintain the minimum insurance set forth in this section with reputable insurer(s). All insurance policies shall be placed with insurers admitted in the State of California and having an A.M. Best rating of not less than A-.

(3) By requiring such minimum insurance, the Court will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

(4) For full coverage, each insurance policy shall be written on an "occurrence" form, except for professional liability insurance, which may be made on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three (3) years, without lapse, from the date of termination or expiration of the Agreement and the Court's acceptance of all work provided under the Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that the work commences under the Agreement.

(5) If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:

(a) *Separate.* Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or

(b) *Joint.* Joint insurance program with the association, partnership, or other joint business venture included as a named insured.

(6) Deductibles and Self-Insured Retentions. The deductible and/or self-insured retentions shall not limit or apply to Contractor's liability to the Court and shall be the sole responsibility of Contractor. Contractor shall declare to the Court all deductibles and self-insured retentions that exceed $100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed $100,000 per occurrence are subject to the Court's approval.

(7) Endorsements; Additional Insureds. All required insurance policies will contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds. The State of California, the Judicial Council of California, and the Superior Court of California, County of Los Angeles, and their respective elected and appointed officials, judges, officers, and employees shall be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor under the Agreement. This requirement applies to Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy.

(b) Primary Insurance; Waiver of Subrogation. Contractor's insurance coverage shall be primary and non-contributory with any insurance or risk management programs covering the Court or court personnel. Contractor and its insurance carrier waive any and all rights of subrogation against the State of California, the Judicial Council of California, and the Superior Court of California, County of Los Angeles, and their respective elected and appointed officials, judges, officers, and employees.

(c) Separation of Insureds. Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(d) Notice. All policies required of Contractor shall be endorsed to provide written notice to the Court of cancellation in coverage, non-renewal, or reduction of coverage within fifteen (15) days.

C. Failure to Maintain Insurance / Failure to Provide Certificate(s) of Insurance.

(1) If Contractor fails to maintain adequate insurance policies conforming to the above requirements, including the appropriate certificate holder/additional insured endorsements, primary/noncontributory and waiver of subrogation clauses, and amounts and extent of coverage, Contractor shall indemnify, defend (with counsel satisfactory to the Court), and hold harmless the State of California, the Judicial Council of California, and the Superior Court of California, County of Los Angeles, and their respective elected and appointed officials, judges, officers, and employees for all claims, damages, losses, judgments, liabilities, expenses, and other costs, including court fees, litigation or settlement costs, attorneys' fees (including attorneys' fees incurred in enforcing this indemnification clause), arising or resulting from, or in connection with Contractor's

performance or breach of the Agreement, notwithstanding any clause or amounts limiting Contractor's liability to the Court. Contractor's failure to maintain adequate insurance policies conforming to the above requirements may be considered a breach of the Agreement.

(2) Before Contractor begins work, Contractor shall submit certificates of insurance to the Court's insurance compliance and tracking provider, as specified in this Agreement, attesting to the existence of adequate coverage. If the insurance expires during the term of the Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsements. All certificates of insurance and replacement certificates of insurance are subject to the approval of the Court.

(3) Submission of certificates of insurance (or lack thereof) and/or their approval by the Court shall not relieve Contractor of its obligation to ensure that all required insurance policies conform to all foregoing requirements, and to ensure that any exclusions contained in such policies do not unduly or unfairly restrict the coverages required by the Court. Upon the Court's request at any time, Contractor shall provide: (1) complete copies of each required policy; and (2) the same evidence of insurance for its subcontractors as the Court requires of Contractor.

(4) If at any time, the foregoing policies become unsatisfactory to the Court, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to the Court, Contractor shall, upon written notice from the Court, promptly obtain a new policy, and submit the same to the Court, with the appropriate certificates and endorsements.

(5) If any of the required policies lapse during the Term, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

20. Limitation of Liability.

The Court will not be liable to Contractor, its officers, employees, subcontractors, or third parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to the Agreement, regardless whether the Court was advised of the possibility of such loss or damage. In no event will the Court's liability for direct damages arising from or related to the Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by the Court under the Agreement. Neither the Court nor court personnel will be personally responsible for liabilities arising under the Agreement.

21. Loss Leader.

Contractor shall not sell or use any article or product as a "loss leader" as defined in section 17030 of the Business and Professions Code.

22. Minimum Age, Language Skills, and Legal Status of Contractor Personnel at Facility.

Contractor shall not assign employees under the age of 18 to perform work under this Agreement. All of Contractor's employees working at court facilities must be able to communicate in English. Contractor's employees must be legally present and permitted to work in the United States.

23. Modification.

No modification or change to the Agreement, including any changes to Exhibit A (Statement of Work), shall be valid without the written approval of the Court, in the form of an Amendment.

24. Non-Exclusivity.

The Agreement is non-exclusive. The Court reserves the right to perform, or have others perform the work for the Agreement. The Court further reserves the right to bid the work to others or procure the work by other means.

25. Notices.

Notices under the Agreement must be in writing. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid), or electronically (via email). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable. Notices must be addressed to the other party's Project Director, Project Manager and Contract Analyst designated in the Standard Agreement Cover Sheet. Either party may change its address for receipt of notice by entering a different recipient and address below or by giving notice at any time to the other party in the manner permitted by this paragraph.

26. Prevailing Wages / Public Works.

A. If this is an Agreement for a Public Work (as defined by California Labor Code §§ 1720 & 1771), Contractor, and all its subcontractors, are subject to the Prevailing Wage rules and regulations imposed by the California Labor Code, Division 2, Part 7, Chapters 1-2 (§§ 1720-1815); and the California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapters 3-6 (8 CCR §§ 16000-17264). Contractor, and all its subcontractors, are registered with the Department of Industrial Relations, and are responsible for paying its workmen at least the Prevailing Rates of Wages, maintaining certified payrolls for inspection by the Division of Labor Standards Enforcement of the Department of Industrial Relations, and complying with all other applicable rules and regulations governing Public Works and Prevailing Wages. Contractor or subcontractor's failure to do so may subject it to fines, penalties, and civil suit; a ban from bidding on future Public Works projects; and misdemeanor penalties. Contractor is responsible for complying with any other applicable federal, state, and local Prevailing Wage requirements whether referenced or not.

B. Prevailing Wage rates, as determined by the Department of Industrial Relations, can be found at: http://www.dir.ca.gov/Public-Works/PublicWorks.html.

27. Prior Work.

Prior work, performed by Contractor pursuant to the Court's authorization, but before execution of the Agreement, will be considered as having been performed subject to the provisions of the Agreement.

28. Prohibited Bids for End Product of the Agreement ("Follow-On Contracts").

A. If Contractor or its affiliates provides Consulting and Direction (as defined below), Contractor and its affiliates: (i) shall not submit a bid or be awarded a subsequent contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Consulting and Direction; and (ii) will not act as consultant to any person or entity that does receive a contract described in sub-section (i).

B. "Consulting and Direction" means services for which Contractor received compensation from the Court and includes: (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies; (ii) development or design of test requirements; (iii) evaluation of test data; (iv) direction of or evaluation of another contractor; (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or (vi) provisions of formal recommendations regarding any of the above. For purposes of this section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

C. To the extent permissible by law, the Court may waive the restrictions set forth in this section by written notice to Contractor if the Court determines their application would not be in the Court's best interest. Except as

prohibited by law, the restrictions of this section will not apply: (i) to follow-on advice given by vendors of commercial off-the-shelf products, including software and hardware, on the operation, integration, repair, or maintenance of such products after sale; (ii) to contractors that were awarded a subcontract of the original consulting service contract that amounted to no more than ten (10) percent of the total monetary value of the original consulting services contract; or (iii) where the Court has entered into a master agreement for software or services and the statement of work at the time of Agreement execution expressly calls for future recommendations among Contractor's own products.

D. The restrictions set forth in this section are in addition to conflict of interest restrictions imposed on public contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this section, even if enacted after execution of the Agreement.

29. Public Access to Records and Information.

A. Rule 10.500 of the California Rules of Court sets forth comprehensive access provisions applicable to administrative records (which includes, among other things, agreements and amendments) maintained by a trial court. The Court will make identifiable administrative records available upon request, unless the records are exempt from disclosure under Rule 10.500. Please be aware that an agreement or amendment may be considered a public record and be made available to anyone who requests a copy.

B. If an agreement or amendment contains material noted or marked by Contractor as "Confidential" and/or "Proprietary" that, under Rule 10.500 would be exempt from public disclosure, then that information will presumptively not be made available to the public. If the Court considers that under Rule 10.500 such material is not exempt from public disclosure, the material may be made available to the public, regardless of Contractor's notation or markings. If a Contactor is unsure if its confidential and/or proprietary material would fall within the disclosure exemption requirements of Rule 10.500, then it should carefully consider whether to include such information in an agreement or amendment because such information may be disclosed to the public.

30. Public Contract Code.

Part 2.5 of the California Public Contract Code (§§ 19201 – 19210), cited as the California Judicial Branch Contract Law, requires the Judicial Branch (including the Court) to comply with provisions in the Public Contract Code that apply to state agencies and departments regarding the procurement of goods and/or services. The California Judicial Branch Contract Law applies to all contracts initially entered into or amended by Judicial Branch entities (including the Court) on or after October 1, 2011.

31. Recovery of Court Costs Incurred Due to Poor Performance or Non-Performance.

Should the Court incur any costs due to Contractor poor performance or non-performance, and if these Court costs are foreseeable consequences resulting from Contractor poor performance or non-performance, the Court has the right to withhold (and keep) such amounts from any future payment(s) to Contractor. This Court right is not tied to any other Default, Breach and/or Remedy process set forth elsewhere in this Agreement.

32. Scope of Work; Acceptance; Rejection.

A. Scope of Work. Contractor will perform and complete all work in compliance with the requirements of the Agreement, and to the satisfaction of the Court. Contractor shall strictly adhere to the delivery and completion schedules specified in the Statement of Work. Time, if stated as a number of days, shall mean calendar days unless otherwise specified.

B. Acceptance. Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the Court within a reasonable time after delivery to the Court. Until work is completed and accepted by the Court, the risk of loss or damage to the work shall remain

with Contractor. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities, or substituted for items ordered hereunder may be rejected by the Court and returned or held at Contractor's expense and risk. No damages or extras will be allowed for unforeseen difficulties or obstructions. Payment shall not constitute an acceptance of the goods, services, or work nor impair the Court's right to inspect or any of its remedies. Contractor shall immediately refund any payment made in error.

C. Rejection. The Court may reject any goods, services, or deliverables that: (i) fail to meet applicable requirements or acceptance criteria; (ii) are not as warranted; or (iii) are performed or delivered late. The Court's Project Manager may apply any acceptance criteria set forth in the Agreement (including timeliness, completeness, technical accuracy, and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the work.

(1) If the work is not acceptable, the Court's Project Manager shall detail Contractor's failure to meet the acceptance criteria. Contractor shall have ten (10) business days from receipt of the Court's notification of non-acceptance to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the work and the Court's Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this section until Contractor's receipt of the Court's written acceptance of such corrected work; provided, however, that if the Court rejects any work on at least two (2) occasions, the Court may terminate that portion of the Agreement which relates to the rejected work at no expense to the Court.

(2) If the Court rejects any goods, services, or other deliverables after payment to Contractor, the Court may exercise all contractual and other legal remedies, including: (i) setting off the overpayment against future invoices payable by the Court; (ii) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to the Agreement or otherwise; and (iii) requiring Contractor to refund the overpayment within thirty (30) days of the Court's request.

33. Shipping and Packing Slips.

Time is of the essence to delivery and any other performance required of Contractor. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose shall be paid by the Court unless it is expressly included on the face of the Agreement. Unless stated otherwise, shipping point for all deliveries under the Agreement shall be FOB "destination", and on "FOB Shipping Point" transactions, Contractor shall arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over $25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Agreement number, part number, and quantity. Any itemized packing slip bearing the Court's Agreement number as shown thereon must be left with the goods to insure their receipt.

34. Signatures; Counterparts.

A. The signatures required for execution of the Agreement may be made by manual signature, or by digital signature that may conform to California Government Code § 16.5 and all California regulations promulgated thereunder (including California Code of Regulations, title 2, division 7, chapter 10), or by any other commercially acceptable signature method, use of which by both parties for signature and execution of the Agreement evidences consent to the validity of the method of signature used.

B. The parties give the same validity, force, and effect to a scanned, faxed, photocopied, or other accurately reproduced signature as to an original signature.

C. The Agreement may be executed in counterparts, each of which is considered an original.

35. Standard of Performance; Warranties.

A. Standard of Performance. Contractor will perform all work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor acknowledges that the Court relies on the accuracy, competence, and completeness of Contractor's services. Contractor will efficiently use the resources or services necessary to provide the work; and provide the work in the most cost-efficient manner consistent with the required level of quality and performance. The work will be provided free and clear of all liens, claims, and encumbrances.

B. Warranties.

(1) For a period of one (1) year, unless the Agreement or the warranties provided by a third party for goods or services procured by Contractor provide for a longer warranty period, Contractor expressly warrants that the goods and services covered by the Agreement are: 1) free of liens or encumbrances; (2) merchantable and good for the ordinary purposes for which they are used; and (3) fit for the particular purpose for which they are intended; (4) free from all defects in materials and workmanship; (5) to the extent not manufactured pursuant to detailed designs furnished by the Court, free from defects in design; and (6) conform to the requirements of the Agreement. The Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

(2) Contractor agrees to indemnify, defend, and hold the Court and court personnel harmless from liability, loss, damage and expense, including reasonable attorney's fees, incurred or sustained by the Court by reason for the failure of the goods or services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industry Safety Act. Such remedies shall be in addition to any other remedies provided by law.

(3) Contractor represents and warrants to the Court that it owns, will own, is authorized, or will be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the work.

(4) All warranties will inure to the Court, its successors, assigns, customer agencies, and users of the work provided hereunder. Contractor shall not take any action, or fail to perform any act that results in a warranty or representation becoming untrue. Contractor shall promptly notify the Court if any warranty or representation becomes untrue.

(5) Unless otherwise specified, the warranties set forth in this Section commence after work has been accepted by the Court.

36. Stop Work.

A. The Court may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the work, for up to ninety days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

B. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to the Court during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, the Court will either cancel the Stop Work Order or terminate the work, as provided in the Termination provisions.

C. If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume work. The Court may make an equitable adjustment in the delivery schedule, the

Agreement amount, or both, if (i) the Stop Work Order Increases Contractor's costs or the time required for performance; and (ii) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.

D. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated other than for cause, the Court may allow reasonable costs resulting from the Stop Work Order.

E. The Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

37. Survival.

Terms that will survive termination or expiration of the Agreement include those relating to, but are not limited to: assignment, audit rights and retention of records, confidentiality, indemnification, limitation of liability, and warranties.

38. Termination.

A. Termination for Cause. The Court may terminate the Agreement, in whole or in part, for cause, upon written notice. The Court shall be relieved of any payments, if Contractor fails to perform the requirements of the Agreement at the time and in the manner agreed. The Court may also cancel delivery immediately of all or any portion of unshipped goods or limit Contractor's work and, proportionately, Contractor's compensation. The Court may proceed with the work in any manner deemed proper. All costs to the Court arising from Contractor's default, including costs to complete or correct the work, will be deducted from any sum due to Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the work.

B. Termination for Convenience. The Court may terminate the Agreement, in whole or in part, at any time, for any or no reason, upon written notice to Contractor. Upon receipt of notice of termination, Contractor will promptly discontinue work as specified in the Notice. The Court will pay Contractor for the work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the work.

C. Termination due to Fund Non-Appropriation and/or Availability.

(1) The Court's obligations under the Agreement are subject to the availability of funds authorized for this work. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of the Agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in the Agreement.

(2) Upon Notice, the Court may terminate the Agreement in whole or in part, without prejudice to any right or remedy of the Court, for lack of appropriation of funds. Upon termination, the Court will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

(3) In the event that budget reductions occur in any fiscal year covered by the Agreement that may cause the Court to consider terminating the Agreement, the parties agree to attempt to renegotiate in good faith the terms of the Agreement to reduce the Maximum Contract Sum in lieu of cancellation under the termination provisions of the Agreement.

D. Effect of Termination. Upon the Termination Date:

(1) The Court shall be released from compensating Contractor for work, other than those Contractor satisfactorily performed before the Termination Date, and for any indirect costs. Without prejudice to the Court, Contractor shall be released from performing work.

(2) If only a part of the Agreement is terminated by the Court such that Contractor is released from performing a portion of the work, the Court shall accordingly be released from compensating Contractor for that portion of work.

(3) Court will have the right to take possession of any materials, equipment, and other work including partially completed work. Contractor shall return to the Court any equipment purchased or built with Court funds, with costs incurred by Contractor being reimbursed by the Court. Unless otherwise provided in the Agreement, Contractor will immediately assign to the Court all of Contractor's right, title, and interest in and to such work, related materials, work product, and any and all intellectual property rights.

(4) Upon termination of any kind, the Court may withhold from payment any sum that the Court determines to be owed to the Court by Contractor, or as necessary to protect the Court against loss due to outstanding liens or claims of former lien holders. Unless otherwise specifically provided, any advance payments made by the Court to Contractor shall be refunded to the Court on a pro rata basis.

(5) Contractor shall have no claim against the Court, the County of Los Angeles, the State of California, the Judicial Council, and their respective officers, employees, and agents for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify the Court and shall immediately repay all such funds to the Court. Payment by the Court for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Court, the County of Los Angeles, the State of California, the Judicial Council, and their respective officers, employees, and agents' right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

(6) Third Party or Court Services

Notwithstanding anything in this Agreement to the contrary, the Court shall have the right to perform or contract with a third party to provide any services or goods within or outside the scope of the work, including services to augment or supplement the work or to interface with the IT infrastructure of the Court. In the event the Court performs or contracts with a third party to perform any such service, Contractor shall cooperate in good faith with the Court and any such third party, to the extent reasonably required by the Court. Such cooperation shall include, without limitation, providing such information as a person with reasonable commercial skills and expertise would find reasonably necessary for the Court or a third party to perform its services relating to the work.

39. Time is of the Essence.

Time is of the essence in the performance of work by Contractor under the Agreement.

40. Waiver; Severability.

A. Waiver of Rights. The Court's action, inaction, or failure to enforce any right or provision of the Agreement is not a waiver of its rights, and will not prevent the Court from enforcing such rights on any future occasion. A Court-specific waiver does not constitute a waiver by the Court of any earlier, concurrent, or later breach or default.

B. Severability. The provisions of the Agreement are separate and severable. If any part of the Agreement is held invalid or unenforceable, all other parts remain valid or enforceable, unless prohibited by applicable state and federal law.

C. Waiver of Jury Trial. To the extent enforceable under California law, each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors and assigns, does hereby expressly and knowingly waive and release all

such rights to trial by jury in any action, proceeding, or counterclaim brought by any party hereto against the other (and/or against its judges, subordinate judicial officers, officers, administrators, agents, representatives, and employees) on or with regard to any matters whatsoever arising out of or in any way connected with the Agreement and/or any other claim of injury or damage.

41. Work Site.

With respect to work delivered and/or performed on the Court's premises, Contractor has the responsibility to inform itself fully and shall assume the risk as to the physical conditions at the worksite, including as applicable: (1) the availability, location, and extent of construction and storage areas and other facilities or structures above and below ground, but not limited to gas, water, sewer, electrical, and communication utilities; (2) necessary safety precautions and safeguards; (3) work to be performed by Contractor or others; (4) rules, regulations, and requirements to be observed by Contractor in the conduct of the work. Lack of knowledge of existing conditions will not be accepted as an excuse for failure to perform the specified work, nor shall such excuse be accepted as a basis for claims or additional compensation. Contractor shall conform to any specific safety requirements as required by law or regulation. Contractor shall take any additional precautions as the Court may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of the Agreement.

42. Miscellaneous Provisions Applicable to Specific Contracting Situations.

A. Union Activities Certification.

[OPTION 1: If the Agreement is $50,000 or under, and allows for the reimbursement of Contractor expenses]

Contractor must include with any request for reimbursement from the Court a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Court was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

[OPTION 2: If the Agreement is over $50,000, and allows for the reimbursement of Contractor expenses]

Contractor must include with any request for reimbursement from the Court a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. No Court funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term). If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures and no reimbursement from the Court was sought for these costs. Contractor will provide those records to the Attorney General upon request.

[OPTION 3: If the Agreement is over $50,000, but does not allow for the reimbursement of Contractor expenses]

No Court funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term). If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

B. Provisions Applicable to ***Certain Services with Compensation*** over $200,000. If this is an Agreement for services, other than consulting services, with total compensation over $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Public Contract Code § 10353.

C. Provisions Applicable to ***Commercial Office Moving Services Agreements***. If this is an agreement of more than $2,500 with a carrier for commercial office moving services, Contractor shall abide by the requirements contained in the State Administrative Manual, section 3810, which requires Contractor to employ only drivers and supporting personnel who are under a current collective bargaining agreement or who are paid applicable prevailing wages and employed under prevailing standards and conditions of employment.

D. Provisions Applicable to ***Competitively Bid Contracts; Antitrust Claims***.

If work under the Agreement was obtained by means of a competitive bid, Contractor shall comply with the requirements of Government Code sections set out below.

(1) The Government Code chapter on antitrust claims contains the following definitions:

(a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of § 16750 of the Business and Professions Code.

(b) "Public purchasing body" means the state or the subdivision or agency making a public purchase. See Government Code § 4550.

(2) Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under § 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, commencing with section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court pursuant to the bid. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. See Government Code § 4552.

(3) If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code § 4553.

(4) Upon demand in writing by Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (i) the Court has not been injured thereby, or (ii) the Court declines to file a court action for the cause of action. See Government Code § 4554.

E. Provisions Applicable to ***Consulting Services***.

(1) If the Agreement provides for the payment of $1,000 or more for consulting services, Contractor must deliver detailed performance criteria, a schedule for performance, and progress reports to the Court to allow the Court to determine whether Contractor is on the right track and the project is on schedule, to provide communication of interim findings, and to afford opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly.

(2) If the Agreement provides for the payment of $5,000 or more for consulting services, Contractor shall attach to the Agreement resumes of each Contractor participant who will exercise a major administrative role or major policy or consultative role. Contractor shall use reasonable efforts to make these participants available to perform services during the term of the Agreement.

F. Provisions Applicable to ***Court-Purchased or Court-Financed Equipment***.

(1) If the Agreement provides Compensation to Contractor for a project funded through a grant, at the conclusion of the Project, title to all expendable and non-expendable personal property with a value of $500 or more

purchased with Court funds shall vest, automatically and without further action of the parties, with the Court. If Contractor provides written certification to the Court that the property will continue to be used for grant-related purposes and the Court approves such certification in writing, the Court may permit title to all such property to remain with Contractor in accordance with the Court's written instructions. Contractor must await specific written instructions from the Court's Project Manager regarding any transfer of title or disposition.

(2) If Compensation under the Agreement is not through grant funding and the Agreement provides for the provision of equipment purchased or built with Court funds, title to any equipment purchased or built with Court funds shall vest in the Court immediately upon payment of the purchase price. Before delivery to the Court, Contractor is responsible for loss or damage to the equipment to the extent it results from the negligent act or omission of Contractor or its directors, officers, employees, or agents, and Contractor shall make all necessary or appropriate repairs and adjustments.

(3) Contractor shall maintain an inventory record for each piece of equipment purchased or built with Court funds provided under the Agreement, except for a piece of equipment that (i) has a normal life expectancy of less than one (1) year, or (ii) costs less than $5,000 and is not easy to steal. The inventory record must include the date acquired, total cost, serial number, model identification, and any other information or description necessary to identify the piece of equipment. Upon request by the Court, Contractor shall submit to the Court a copy of the inventory record.

(4) Upon the expiration of termination of the Agreement, or as otherwise directed by the Court, Contractor shall return such property to the Court in good condition, reasonable wear and tear expected, unless such property was not utilized, and in such case, shall be returned new and unopened from its original packaging.

G. Provisions Applicable to ***DVBE Participation Certification***. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must complete and return to the Court a post-contract certification form(https://www.lacourt.org/generalinfo/procurement/contractspurchase.aspx), promptly upon completion of the awarded contract, and by no later than the date of submission of Contractor's final invoice to the Court. If Contractor fails to do so, the Court will withhold $10,000 from the final payment, or withhold the full payment if it is less than $10,000, until Contractor submits a complete and accurate post-contract certification form. The Court shall allow Contractor to cure the deficiency after written notice of Contractor's failure to complete and submit an accurate post-contract certification form. Notwithstanding the foregoing and any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Contractor refuses to comply with these certification requirements, the Court shall permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. The post-contract certification form shall include: (1) the total amount of money Contractor received under the Agreement, (2) the total amount of money and the percentage of work Contractor committed to provide to each DVBE subcontractor; (3) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (4) the amount of money each DVBE subcontractor actually received from Contractor in connection with the Agreement and the corresponding percentage this payment comprises of the total amount of money Contractor received under the Agreement; and (5)that all payments under the Agreement have been made to the applicable DVBE subcontractors. Upon request by the Court, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

H. Provisions Applicable to ***Elevator Maintenance Agreements***. If the Agreement provides for elevator maintenance, the Term of the Agreement shall be for a period of no less than five (5) years even if the Coversheet of the Agreement specifies a shorter term; however, the Agreement may be terminated during the Term in accordance with the Termination provisions contained herein.

I. Provisions Applicable to ***Federal or Federally-Assisted Contracts***.

(1) Funding. If the Agreement is funded in whole or in part by the federal government, then:

(a) It is mutually understood between the parties that the Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

(b) This contract is valid and enforceable only if sufficient funds are made available to the Court by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, the Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

(c) The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which the Agreement is intended to be paid, the Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds.

J. Provisions Applicable to ***Legal Services***.

(1) If the Agreement provides for the performance of legal services, Contractor shall adhere to any legal cost and billing guidelines, legal budgets, and legal bill or law firm audits as may be required by the Court. If the Agreement does not provide for legal representation to low-income or middle-income persons in civil, criminal, or administrative matters, Contractor shall also adhere to any litigation plans or case phasing of activities as may be required by the Court. If the Agreement does not provide for legal representation to low-income or middle-income persons in civil, criminal, or administrative matters, and also provides for Compensation (other than reimbursement of expenses) over $50,000, Contractor shall also comply with the requirements of Business and Professions Code § 6072, which concerns the performance of pro bono legal services.

(2) Under Business and Professions Code § 6072, Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10 percent of the Agreement. Failure to make a good faith effort may be cause of non-renewal of the Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with the Court for legal services.

K. Provisions Applicable to ***Janitorial Services or Building Maintenance Agreements***. If the Agreement requires Contractor to perform services at a new site, Contractor shall retain for 60 days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code §§ 1060 et seq.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

L. Provisions Regarding ***Material Safety Data Sheets***. If some or all of the goods provided by Contractor under the Agreement are on CAL OSHA's "Hazardous Substances List," Contractor shall forward a completed Material Safety Data Sheet (MSDS) to the Court.

M. Provisions Applicable to ***Mined Mineral Agreements***. If the Agreement involves the purchase of mined minerals, Contractor shall not supply through the Agreement any sand, gravel, aggregates, or other minerals the Court may not purchase under Public Contract Code § 10295.5.

N. Provisions Regarding ***Recycled Goods***.

(1) Unless otherwise provided in the Agreement, pursuant to Public Contract Code § 12203(d), Contractor shall use or sell only recycled products under the Agreement to the maximum extent economically feasible, but only if the fitness and quality of such recycled products are equal to non-recycled products.

(2) If the Agreement provides for the purchase and sale of goods specified in Public Contract Code § 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), and the percentage of Contractor's postconsumer material in these goods cannot be verified by reference to a written advertisement, including, for example, a product label, a catalog, or a manufacturer or vendor website:

(a) Contractor shall deliver a declaration to the Court specifying the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code § 12200 in goods offered or sold to the Court, regardless of whether the goods meet the requirements of Public Contract Code § 12209.1;

(b) UNDER PENALTY OF PERJURY, the declaration shall be true and correct and will remain so until Contractor delivers any amendment of the current declaration to the Court, in which case the current declaration as amended will be true and correct; and

(c) If Contractor sells under the Agreement any printer or duplication cartridges that comply with Public Contract Code § 12209, Contractor shall so specify in the declaration required under this section.

O. Provisions Applicable to ***Rental Agreements***. If the Agreement provides for the rental of personal property, the Court shall have no responsibility for loss or damage to the rented equipment arising from causes beyond the Court's control. The Court is responsible for repairs and liability for damage or loss only to the extent they become necessary and result from a negligent act or omission of the Court or any court personnel. If the Agreement provides for the rental of equipment or other personal property and the Court has not expressly elected through the Agreement to maintain the equipment or other personal property, Contractor shall keep the equipment in good working order and make all necessary or appropriate repairs and adjustments without qualification.

P. Provisions Applicable to ***Small Business Preference Agreements***. If Contractor received a small business preference in connection with this Agreement, Contractor must complete and submit the Small Business Contract Report Form. Contractor assumes an express affirmative obligation to promptly notify the Court if any information on the Small Business Contract Report Form becomes inaccurate. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

Q. Provisions Applicable to ***Work by Facilities Contractors***.

(1) ***Guidelines for Contractor Conduct While Working In Court Buildings.***

These Guidelines for Contractor Conduct are subject to revision and may be modified by the Court at any time. Contractor will be notified of modifications.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

(a) Work areas are to be free of all tools, trash, material packaging, etc., and any other discarded items at the end of each shift. Contractors should take their trash with them at the end of each shift, rather than disposing of trash in court containers.

(b) All waste, excess materials, tools, etc. shall be removed from the areas upon completion. The areas shall be thoroughly cleaned.

(c) If desk items need to be moved, they must be placed back in the same location (including chairs moved to access under desk space).

(d) Vacuum all areas paying special attention to all drywall cutouts and/or ceiling tile debris on floor and around work areas at the end of each shift.

(e) Use caution when removing and installing ceiling tiles. Any damage resulting in mishandled ceiling tiles will be the responsibility of Contractor to replace.

(f) Do not remove any furniture or chairs from any office area.

(g) Do not prop open any secure doorways. Access cards will be furnished.

(h) Do not modify the adjustments on any chairs or remove any chairs from any area.

(i) Do not use any court radio, stereo, or TV. (Contractor's crew may furnish their own radio. However, volume must be kept at a low level, as judicial and administrative staff often works after hours).

(j) Smoking is prohibited in all Court buildings, including any/all restrooms.

(k) Do not use any restrooms in judicial chambers. Only use common area restrooms.

(l) Do not leave company items behind once a job is complete (i.e. ladders and tools).

(m) Any furniture moves necessary to complete the work must be indicated during the job walk or pre-project planning. No furniture is to be moved without prior notice to the Court's Project Manager.

(n) For security purposes, do not allow any person(s) into your work area, or into any other Court Building area. Do not open doors to allow person(s) access into your work area, or any other Court Building area. As you go through doors, be sure to securely pull them closed behind you. Don't let person(s) come through a door along with you.

(2) ***Bonds***. The Court may require written evidence of Contractor's ability to obtain from a reputable bond company required bonds. If requested, Contractor may be asked to supply a fidelity bond covering the dishonest acts of employees or a performance bond covering the completion of work. Bond limits and reimbursement of expenses, if any, shall be determined by the Court.

(3) ***Conduct of Work***. As may be applicable, Contractor shall maintain the work site and perform the work in a manner that meets all legal requirements for the provision of a safe workplace. Contractor will ensure that all work is performed in a safe and satisfactory manner, and that all work conforms to all regulatory and industry standards. Upon completion of the work, Contractor shall remove all equipment and unused materials provided for the work, put the buildings and premises in a neat and clean condition, and do all other cleaning and washing as applicable. Further, Contractor shall comply with safety standards and provisions of applicable laws, building codes, and safety regulations issued by the California Department of Industrial Relations. Contractor shall be liable for damages arising out of injury to the Court's employees or its contractors during performance of the work, provided that the injury or damage was caused by the fault or negligence of Contractor, or by its equipment or tools.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

(4) ***Contractor-Caused Damage(s).*** Contractor shall repair or replace, at the option of the Court's Project Manager(s), all damage to the building, equipment, or furniture caused by its operations within five (5) working days, and preferable sooner.

(5) ***Court Policy Regarding Drugs / Alcohol / Weapons.***

(a) Contractor agrees to advise its employees and the employees of its subcontractors and agents that it is the policy of the Court that:

1) The use, possession and/or distribution of illegal or unauthorized drugs, drug-related paraphernalia or weapons on the Court's premises, right-of-way, or Job Site is prohibited and the use or possession of alcoholic beverages, except where authorized by the Court's management, is also prohibited;

2) Entry onto or presence on the Court's premises by any person, including Contractor, Contractor's employees, subcontractors, subcontractors' employees, contract personnel, temporary employees and visitors, constitutes consent to the Court to conduct searches, whether announced or unannounced, on the Court's premises of the person and his or her personal effects for such prohibited items, and consent to drug testing at any time while on the Court's premises;

3) Any person suspected or found in violation of the policy or who refuses to permit a search or drug or alcohol test may be removed and barred from the Court's premises, at the sole discretion of the Court; and

4) Contractor personnel who test positive for illegal drugs or unauthorized alcohol as a result of a test conducted on the Court premises, or upon request of the Court, will be removed from any further performance or services under this Agreement.

(b) Contractor represents and warrants that it has established, maintains, and enforces both a Drug and Alcohol Program and an Operator Qualification Program per industry standards.

(6) ***Inspections.***

(a) Materials Inspections. The Court may from time to time, at its sole good faith option, inspect and test certain materials or equipment. Therefore in contracting for the purchase of any material or equipment that Contractor will use in the performance of the work, Contractor shall obtain for the Court from the vendor of such material or equipment the right to inspect all such material and the manufacture and fabrication thereof. Whether or not the Court conducts such inspection, the Court shall also have the right to reject all materials or equipment that, in the sole good faith discretion of the Court, fail to conform to either adequate manufacturing specifications, the specifications under which such materials or equipment were purchased or the specifications required for the performance of the work.

(b) Field Inspections. Throughout the performance of the work, the Court shall have the right to designate one or more inspectors or engineers to inspect and test the work site and the progress of the work. Contractor shall cooperate with such inspectors and engineers in order that the work may be fully inspected and that the Court may at all times be fully advised of the progress of the work and the manner in which it is being performed.

(c) Inspection Not Acceptance. Contractor expressly understands and agrees that any inspection by the Court pursuant to this Agreement shall be for the Court's sole benefit and shall not be deemed an acceptance by the Court of all or any portion of the materials or work so inspected. Contractor further understands and agrees that no inspection by the Court pursuant to this Agreement or approval or failure to object to any portion of the work shall relieve or release Contractor from any duties, obligations, or liabilities provided in this Agreement.

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

(7) ***Liens.*** Contractor shall discharge at once, and hold the Court harmless from, liens or stop notices that may be filed in connection with the work. The Court may withhold payment of funds from Contractor in an amount sufficient to discharge delinquent accounts of Contractor or any of Contractor's subcontractors for which liens on the Court's or County's property have been or can be filed or for which stop notices have been or can be filed. Contractor must furnish unconditional lien releases to the Court.

(8) ***Safety Devices.*** Contractor shall furnish and maintain all safety devices, e.g., signs, barricades, cones, etc. required to adequately warn and protect all persons who will be utilizing this facility during the course of the work.

(9) ***Scheduling Work.*** All work shall be scheduled with the Court's Project Manager or his/her designee before starting the assigned project.

END OF STANDARD BUSINESS TERMS AND CONDITIONS 3.0

Docusign Envelope ID: B2E43D4B-55D9-46CB-96D3-9AAC96410885

EXHIBIT C2

COUNTY SPECIAL PROVISIONS

--- Begins on Following Page ---

1. 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.

2. Compliance with the County's Jury Service Program

See Exhibit C1, Section 11, T.

3. Conflict of Interest

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.

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.

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

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

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

The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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).

6. Employment Eligibility Verification

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.

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

7. Fair Labor Standards

See Exhibit C1, Section 16.

8. **Nondiscrimination and Affirmative Action**

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.

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.

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.

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.

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 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

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

9. 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.

10. Prohibition Against Inducement or Persuasion

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

11. 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.

12. Time Off for Voting

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

13. Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

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

14. Compliance with Fair Chance Employment Practices

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

15. Compliance with the County Policy of Equity

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

16. Compliance with the County's Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code.

17. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

18. Most Favored Public Entity

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

19. Contractor Responsibility And Debarment

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

19.2 Chapter 2.202 of the County Code

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

19.3 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.

19.4 Contractor Hearing Board

19.4.1 If there is evidence that the Contractor may be subject to debarment, the County 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.

19.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County Board of Supervisors.

19.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

19.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

19.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

19.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

20. Termination For Non-Adherence Of County Lobbyist Ordinance

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

21. Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

22. Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than $500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

END OF COUNTY SPECIAL PROVISIONS