Dear Interested Party:

REQUEST FOR PROPOSALS FOR THE PROVISION OF DELINQUENT ACCOUNT COLLECTION SERVICES

The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of Delinquent Account Collection Services.

The RFP can be downloaded from the Internet by either accessing the County’s website at http://camisvr.co.la.ca.us/lacobids, selecting “View Open Bids,” selecting “List by Department,” selecting “Treasurer and Tax Collector,” and then click on “Select Department,” or from the TTC’s website at http://ttc.lacounty.gov by clicking on the “TTC Contract Opportunities” link and click “Request for Proposals for Delinquent Account Collection Services.” Potential proposers are responsible for downloading and reviewing the entire RFP.

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

Pursuant to Subparagraph 7.7.11, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety, and replace the County's Standard Terms and Conditions with the proposer’s. The Department will consider such a proposal to be non-responsive.
The TTC will recommend approval of the contract to the most responsive and responsible proposer. In general, the greater the number of exceptions to the terms and conditions the proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a proposer who lists a large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a proposer that is able to accept the Standard Terms and Conditions as is, without any exception, is more responsive to the RFP than a proposer that takes a number of exceptions to the Standard Terms and Conditions.

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

A Mandatory Proposers’ Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at 2:00 p.m. Pacific Time (PT) on Thursday, May 11, 2017, at the Kenneth Hahn Hall of Administration, 500 West Temple Street, Conference Room 140, Los Angeles, California 90012. Any Vendor submitting a proposal MUST ATTEND this Conference either in person or via webinar, or will be disqualified. To register to attend the Conference, please call Steven Elizondo, Contracts Section, at (213) 974-7360 or send an email to contracts@ttc.lacounty.gov no later than Tuesday, May 9, 2017.

The RFP responses must be prepared in accordance with Paragraph 7.0, Proposal Submission Requirement, of the RFP. Proposals are due no later than 5:00 p.m. (PT) on Monday, May 22, 2017, and shall be delivered or mailed to the TTC, Contracts Section, 500 West Temple Street, Room 437, Los Angeles, California 90012. Proposals received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.

Very truly yours,

JOSEPH KELLY
Treasurer and Tax Collector

JK:KK:NK
EVT:SE:ae
COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR

REQUEST FOR PROPOSALS

FOR

DELINQUENT ACCOUNT COLLECTION SERVICES

APRIL 2017
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1.0 INTRODUCTION

The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with a Proposer who can provide Delinquent Account Collection Services (DACS). Authority for the Los Angeles County Board of Supervisors (Board) to contract for these services is set forth in California Government Code Section 26220.

2.0 PURPOSE/AGREEMENT FOR DELINQUENT ACCOUNT COLLECTION SERVICES

2.1 Statement of Work

Introduction

The TTC operates as the collection agency for the County, providing a variety of services ranging from billing services to more difficult collection efforts for various County Departments (Departments). After Departments have exhausted their collection efforts the Departments refer the accounts to the TTC. After the TTC exhausts its “primary” collection efforts, the TTC refers select delinquent accounts with uncollected balances to a Contractor for “secondary” collection efforts.

The TTC has provided historical workload statistics in Appendix A1 - Statement of Work (SOW) Attachments, Attachment 1 - Workload Volumes. These workloads are subject to change and the TTC does not guarantee any particular level of account referrals.

Background

DACS is comprised of collections for the Department of Public Social Services (DPSS), for CalFresh, CalWORKS, Cash and General Relief Overpayments, as well as delinquent outstanding debt owed to various Departments for personal or mandated services received by individuals or business entities. Some examples of collections for mandated services include the recovery of overpayments, the collection of fees and penalties, and the recovery of payments owed to the County due to returned checks.

The TTC contracts with an Outside Collection Agency (OCA) to supplement the TTC’s collection efforts. The TTC currently has contracts with two DACS contractors, which the TTC compensates on a contingency fee basis for “secondary” and “tertiary” collection services. The TTC is now soliciting proposals from qualified collection Proposers for secondary collection services only. The TTC will be eliminating tertiary collection services. The TTC shall award the Contract for the secondary collections
Subsequent to award of a Contract, the TTC may be required by law, or
decide it is in the TTC’s best interest, to commence augmented collection
efforts or utilize new collection methodologies. At such time, the TTC will
negotiate an Amendment to the Contract with the Proposer for such
services.

**TTC’s Delinquent Account Collection Process**

After a County Department exhausts its own collection efforts, it refers the
uncollectible delinquent accounts to the TTC. The TTC processes
delinquent accounts through the TTC’s automated collections system,
Collection Accounts and Receivable System (CARS). CARS assigns
accounts to the TTC Collectors and sends automated billing statements
and dunning notices to the debtors. When the TTC Collectors contact a
debtor, the TTC Collectors evaluate the delinquent account based on the
debtor’s ability to pay and establish appropriate arrangements for payment
of the debt.

The delinquent accounts continue to go through the TTC’s collection
process for 180 days, at which time the TTC refers select unpaid accounts
to an OCA under contract with the County for secondary DACS. However,
the TTC reserves the right to refer delinquent accounts to an OCA at any
point in the TTC’s collection process.

**2.2 Sample Contract: County Terms and Conditions**

Proposer shall be expected to implement the Sample Contract as
contained in Appendix C of this RFP, which is incorporated by this
reference.

**2.2.1 Anticipated Contract Term**

The Contract Term is anticipated to be for a period of three years
commencing upon approval by the Board or [to be determined at
time of award], whichever is later unless sooner terminated or
extended in whole or in part, as provided in the Contract (Contract
Term). After the initial term, the County shall have the sole option
to extend the Contract Term for up to three additional one-year
periods and/or six month-to-month extensions, for a maximum
total Contract Term of five years and six months. The County
may exercise each such extension option at its sole discretion.
In the event the County desires to renew the Contract by
exercising an option term, the County shall provide the Contractor
with a written notice of intent to renew the Contract 30 calendar days prior to the expiration of the then current term of the Contract. The option to renew shall be set forth in writing, as provided in Subparagraph 8.1, Change Notices and Amendments in the Sample Contract.

2.2.2 Commission Rate

The Proposer’s rate shall be contingency based and shall remain firm and fixed for the Term of the Contract.

2.2.3 Days of Operation

Services that require access to County facilities may only be performed during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time [PT]) except for County observed holidays, unless specified otherwise in the Contract, or requested by the County. The County’s Contract Manager will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

In addition, Proposer shall provide any necessary services, including but not limited to, those services described in Appendix C, Sample Contract, and Appendix A, SOW, including any Exhibits and Attachments thereto, that do not require access to County facilities, regardless of the County’s normal business hours and/or observed holidays.

2.2.4 Indemnification and Insurance

Proposer shall be required to comply with the indemnification provisions contained in the - Appendix C, Sample Contract, Subparagraph 8.23. The Proposer shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the Appendix C, Sample Contract, Subparagraphs 8.24 and 8.25.

2.2.5 Health Insurance Portability and Accountability Act of 1996

Proposer shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 as in effect and as may be amended, as contained in Appendix C, Sample Contract.
2.3 Terms and Definitions

Throughout this RFP, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Appendix C, Sample Contract, Paragraph 2.0, Definitions. Any capitalized term not otherwise defined herein will have the meaning given to it in the Contract.

3.0 PROPOSER’S MINIMUM MANDATORY QUALIFICATIONS

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in the SOW, Appendix A of this RFP are invited to submit proposal(s), provided they meet the following requirements:

3.1 The Proposer must have been in business and have at least five years documented experience including, but not limited to, providing DACS or services equivalent or similar to the Services identified in Appendix A, SOW. In the event the Proposer itself does not have the requisite five years, but one or more of the principals involved in managing the daily operation of the Proposer individually meet the requisite five years documented experience, then their experience performing services equivalent or similar to the Services identified in Appendix A, SOW, may be considered in meeting this requirement in the County’s sole discretion. The Proposer must provide a written detailed description and/or resume demonstrating its principal’s five years’ experience to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer’s Background and Experience (Section B.1).

3.2 The Proposer must have a business office located within the contiguous United States of America with a responsible person(s) to maintain all reports/records that are required per this RFP. The Proposer must provide the address of its business office in its proposal.

3.3 The Proposer must have the ability to provide DACS from its offices, which must be physically located within the contiguous United States of America. The Proposer must provide a written statement attesting to its ability to meet this requirement in its proposal.

3.4 The Proposer’s proposed Contract Manager and Alternate Contract Manager must have a minimum of five years of documented related experience including, but not limited to, collection services or other similar experience in providing DACS for various types of accounts equivalent or similar to the Services identified in the Appendix A, SOW, either with the Proposer or with another firm. The Proposer must provide a written detailed description and/or resume demonstrating the Contract Manager
and the Alternate Contract Manager’s five years of experience to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer’s Background and Experience (Section B.1).

3.5 The Proposer’s proposed staff member(s) for the Contract must have at least three years documented related experience in providing the required services equivalent or similar to the Services identified in Appendix A, SOW, either with the proposer or with another firm. Proposer must provide a written detailed description and/or resume demonstrating the Proposer’s proposed staff members’ three years’ experience to fulfill this requirement and submit this documentation with their Proposal Submission under Proposer’s Background and Experience (Section B.1).

3.6 The Proposer must have automated system capabilities to accept and process account referrals and assignments via a secure file transfer environment defined by the TTC standards. Proposer must provide a written detailed description in its proposal stating the tools or software that it will use to meet the following TTC requirements:

- Both transmission and payload encryption are required;
- Transmission encryption must be via a Secure Shell (SSH) File Transfer Protocol (SFTP); and
- Payload encryption must be non-open source Pretty Good Privacy Encryption (PGP). PGP software is used for encrypting and decrypting texts, e-mails, files, directories, and whole disk partitions to increase the security of e-mail communications over the Internet. It can also be used to send an encrypted digital signature that lets the receiver verify the sender's identity and know that the message was not changed in route.

In order to provide the required work, as described in Appendix A, SOW, of this RFP, these standards must be in place.

3.7 The Proposer must have the ability to provide the File Transfers in accordance with the specifications provided in the attachments below proposal:

- Appendix A1, Attachment 2 - Required Data/Informational Electronic Exchanges;
- Appendix A1, Attachment 3 - TTC Referral File Layout;
- Appendix A1, Attachment 4 - TTC Payment/Adjustment File Layout;
• Appendix A1, Attachment 5 - TTC Recall File Layout;

• Appendix A1, Attachment 6 - Contractor Return Referral File Layout;

• Appendix A1, Attachment 7 - Contractor Payment Remittance File Layout; and

• Appendix A1, Attachment 8 - Contractor Maintenance Inventory File Layout.

The Proposer must provide a written detailed description in its proposal stating the tools or software that it will use to meet this requirement.

3.8 The Proposer must have the ability to accept debit/credit card payments through a secure online payment portal and an Interactive Voice Response system. In addition, if the Proposer accepts walk-in payments, the Proposer must include debit/credit cards as an acceptable form of walk-in payment.

3.9 The Proposer must provide a transition plan outline with a brief narrative and time requirements for each element of the plan to implement the full range of services, as described in Appendix A, SOW, of this RFP.

3.10 The Proposer must provide a written statement in its proposal stating it agrees to provide verbal multilingual translation services, at a minimum in Spanish, with clients both over the telephone and, when applicable to walk-in customers, in person. The Proposer must also include in this written statement that they agree that on their initial notice to a debtor they will include a statement, in Spanish, that directs the reader to a telephone number to call if the recipient wishes to obtain additional information in Spanish. In addition, the written statement from the Proposer must also include a listing of any other languages the Proposer will provide translation services for and if there is ability to send bills and notices in multiple languages.

3.11 The Proposer must provide a written statement in its proposal stating it agrees to conduct, at Proposer’s expense, Background and Security Investigations as specified in Paragraph 7.7 of Appendix C, Sample Contract, which may include, but not limited to, Live Scan fingerprinting, on all of Proposer’s staff assigned to perform services under any resultant Contract.

3.12 The Proposer must comply with all insurance requirements set forth in Appendix C - Sample Contract, Subparagraphs 8.24 and 8.25 of this RFP.
• Please note that Section 26221 of the California Government Code requires that the Agency furnish a Faithful Performance Bond (Bond) in the sum of not less than $10,000 payable to the County and executed by a corporate surety licensed to do business in this State for the faithful performance of terms and conditions of this assignment.

The Proposer must confirm it can and will comply with this requirement by submitting copies of insurance policies and a Bond; or by submitting a letter(s) from an insurance company and/or a bond company stating the Proposer can obtain the insurance coverages and a bond to meet the requirements specified in Subparagraphs 8.24 and 8.25 of Appendix C, Sample Contract.

3.13 The Proposer must currently be providing DACS according to California rules and regulations; these services must include, but are not limited to, collections for amounts owed for a variety of general services or overpayments. The Proposer must provide a written statement in its proposal identifying to whom it is currently providing services in accordance with California rules and regulations.

3.14 One or more of the Proposer’s representatives must attend the Mandatory Proposers Conference discussed in Subparagraph 7.5, Mandatory Proposers’ Conference, of this RFP document.

3.15 The Proposer must comply with the RFP format and requirements set forth in Paragraph 7.0, Proposal Submission Requirements, of this RFP document when submitting its proposal.

4.0 COUNTY’S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

4.2 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.
4.3 County Option to Reject Proposals

Proposers are hereby advised that this RFP is an informal solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel the RFP in its entirety. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

4.4 County’s Right to Amend Request for Proposals

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization, which the County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.5 Background and Security Investigations

All Contractor personnel performing work under the Contract shall be required to undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under the 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 not limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with background investigation shall be at the expense of the Contractor regardless if the member of the Contractor’s staff passes or fails the background investigation.
4.6 County’s Quality Assurance Plan

After Contract Award, the County or its agent will monitor the Contractor’s performance under the Contract on a periodic basis. Such monitoring will include assessing Contractor’s compliance with all terms and conditions in the Contract and performance standards identified in the Appendix A, SOW. Contractor’s deficiencies, which the County determines are significant or continuing and that may jeopardize performance of the Contract, will be reported to the County’s Board. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

5.0 PROPOSER’S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the California Public Records Act

5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when (1) contract negotiations are complete; (2) Department receives a letter from the recommended Proposer's authorized officer that the negotiated Contract is the firm offer of the recommended Proposer; and (3) Department releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

5.1.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal
which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

5.1.3 In the event the County is required to defend an action on a California Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential," "Trade Secrets," or "Proprietary," the Proposer agrees to defend and indemnify the County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the California Public Records Act request.

5.2 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or faxed as follows:

Contracts Section
Treasurer and Tax Collector
500 West Temple Street, Room 464
Los Angeles, California 90012
E-mail Address: contracts@ttc.lacounty.gov
Fax Number: (213) 687-4857
Attention: Steven Elizondo

If it is discovered that the Proposer contacted and received information from any County personnel, other than the person specified above regarding this solicitation, the County, in its sole determination, may disqualify the Proposer's proposal from further consideration.

5.3 Mandatory Requirement to Register on County’s WebVen

At least 14 days prior to a Contract Award, all potential Proposers must register in the County’s WebVen. The County’s WebVen contains the Proposer’s business profile and identifies the goods/services the Proposer provides. Registration can be accomplished online via the Internet by accessing the County’s home page at http://camisvr.co.la.ca.us/webven/.

5.4 Protest Policy Review Process

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Subparagraph 5.4.3 below. Additionally, any actual Proposer may request a review of a disqualification or
of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the Proposer challenging the decision of a Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed Contract Award.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone a Contract Award based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County to do so.

5.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Reference Subparagraph 7.3 in the Proposal Submission Requirements paragraph).

5.5 Injury and Illness Prevention Program

Proposer shall be required to comply with the state of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program that addresses hazards pertaining to the particular workplace covered by the program.

5.6 Confidentiality and Independent Contractor Status

Proposer shall be required to comply with the Confidentiality provision contained in Subparagraph 7.8 and the Independent Contractor Status provision contained in Subparagraph 8.22 in Appendix C, Sample Contract.
5.7 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Proposer for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Proposer. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the County Code as stated in Appendix D - Required Forms Exhibit 5, Certification of No Conflict of Interest.

5.8 Determination of Proposer Responsibility

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

5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, Determinations of Contractor Non-Responsibility and Contractor Debarment, the County may determine whether the Proposer is responsible based on a review of the Proposer’s performance on any contracts including, but not limited to, County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations, which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

5.8.3 The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board, in its discretion, finds that the Proposer 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 Proposer’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 omission 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.
5.8.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the TTC shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. The TTC shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for the TTC's recommendation.

5.8.5 If the Proposer presents evidence in rebuttal to the TTC, the TTC shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer shall reside with the Board.

5.8.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

5.9 Proposer Debarment

5.9.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with the County, if the Board finds, in its discretion, that the Proposer 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 Proposer’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.

5.9.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5.9.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer’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 Proposer should be debarred, and if so, the appropriate length of time of the debarment. The Proposer and the TTC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5.9.5 If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

5.9.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

5.9.9 Appendix H provides a link to the County’s website where there is a listing of Contractors that are currently on the Debarment List for the County.

5.10 Adherence to County’s Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable state and federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer’s provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer’s failure to provide such consideration may negatively affect the County’s consideration of the Proposer’s submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

5.11.2 Proposer Notification to County

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration.
The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller’s Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer’s submission being eliminated from consideration.

5.11.3 Form of Improper Consideration

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

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of the County has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist, and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the County Code and each such County Lobbyist is not on the Executive Office’s List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Forms Exhibit 6, as part of their proposal.

5.13 Federal Earned Income Credit

The Proposer 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 (Reference Appendix I).

5.14 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for Contract Award, Proposers shall demonstrate a proven record of hiring participants in the County’s DPSS Greater Avenues for Independence (GAIN), or General
Relief Opportunity for Work (GROW) Programs, or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers’ employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for Contract Award. Proposers shall submit a completed, “Attestation of Willingness to Consider GAIN/GROW Participants”, form, as set forth in Appendix D - Required Forms, Exhibit 9, along with their proposal.

5.15 Recycled Bond Paper

Proposer shall be required to comply with the County’s policy on recycled bond paper as specified in Appendix C, Sample Contract, Subparagraph 8.39.

5.16 Safely Surrendered Baby Law

To the extent applicable, the Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The information is set forth in Appendix J, Safely Surrendered Baby Law, of this solicitation document. Additional information is available at www.babysafela.org.

5.17 Jury Service Program

To the extent applicable, the Jury Service Program applies to all of a Contractor’s full-time California employees, even those not working specifically on the County project.

The prospective Contract is subject to the requirements of the County’s Contractor Employee Jury Service Ordinance (Jury Service Program) (County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the Sample Contract, Appendix C, Subparagraph 8.8, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.
Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

5.17.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee’s regular pay the fees received for jury service. For purposes of the Jury Service Program, “employee” means any California resident who is a full-time employee of a Contractor and “full-time” means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days, or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

5.17.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program’s definition of “Contractor”. The Jury Service Program defines “Contractor” to mean a person, partnership, corporation of other entity, which has a Contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have (1) ten or fewer employees; and (2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than $500,000; and (3) is not an “affiliate or subsidiary of a business dominant in its field of operation.” The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

5.17.3 If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the
Certification Form and Application for Exception, Exhibit 10 in Appendix D - Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

5.18 Notification to County of Pending Acquisitions/Mergers by Proposing Company

If permissible by law, the Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Required Form - Exhibit 1A, Proposer’s Organization Questionnaire/Affidavit and CBE Information. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify the County of changes to the information contained in Exhibit 1A, Proposer's Organization Questionnaire/Affidavit and CBE Information, during the pendency of this RFP by providing a revised Exhibit 1A, Proposer's Organization Questionnaire Affidavit and CBE Information, to the County upon the occurrence of any event giving rise to a change in its previously reported information.

5.19 Defaulted Property Tax Reduction Program

The prospective Contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program (Defaulted Tax Program) (County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Property Tax Reduction Program Ordinance, Appendix K, and the pertinent provisions of the Sample Contract, Appendix C, Subparagraphs 8.53 and 8.54, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Property Tax Reduction Program applies to both Contractors and County approved Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation, or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with the County’s Defaulted Tax Program, Exhibit 13 in Appendix D – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (County Code, Chapter 2.202).
Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

5.20 Time Off for Voting

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

5.21 Proposer’s Acknowledgement of County’s Commitment to Zero Tolerance Human Trafficking

5.21.1 On October 4, 2016, the Board approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors are required to complete Exhibit 14 (Zero Tolerance Human Trafficking Policy Certification) in Appendix D (Required Forms), certifying that they are in full compliance with the County’s Zero Tolerance Human Trafficking provision as defined in Section 8.67 (Compliance with County’s Zero Tolerance Human Trafficking Policy) of Appendix C (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

6.0 COUNTY’S PREFERENCE PROGRAMS (NOT APPLICABLE FOR BUSINESSES LOCATED OUTSIDE OF LOS ANGELES COUNTY)

6.1 Overview of County’s Preference Programs

6.1.1 The County has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages small business participation in the County’s contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
6.1.2 The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Subparagraph 6.2, 6.4, and 6.5 of this solicitation.

6.1.3 In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed 15 percent in response to any County solicitation.

6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

6.1.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

6.2 Local Small Business Enterprise Preference Program *(Not Applicable For Businesses Located Outside of Los Angeles County.)*

6.2.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the County Code. An LSBE is defined as a business: 1) Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business to the Department of Consumer and Business Affairs (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State’s Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

6.2.2 To apply for certification as a LSBE, businesses may register with the DCBA at [http://dcba.lacounty.gov](http://dcba.lacounty.gov).

6.2.3 Certified LSBEs must only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D, Required Forms and submit a letter of certification from the DCBA with their proposal.
6.2.4 Information about the State’s Small Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at http://www.pd.dgs.ca.gov/smbus/default.

6.3 Local Small Business Enterprise Prompt Payment Program (Not Applicable For Businesses Located Outside of Los Angeles County.)

It is the intent of the County that Certified LSBES receive prompt payment for services they provide to Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.4 Social Enterprise Preference Program (Not Applicable For Businesses Located Outside of Los Angeles County.)

6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and

2) A business certified by the DCBA as a SE.

6.4.2 The DCBA shall certify that a SE meets the criteria set forth in Subparagraph 6.4.1.

6.4.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D, Required Forms and submit a letter of certification from the DCBA with their proposal.

6.4.4 Further information on SEs also available on the DCBA’s website at http://dcba.lacounty.gov
6.5 Disabled Veteran Business Enterprise Preference Program *(Not Applicable For Businesses Located Outside of Los Angeles County.)*

6.5.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the County Code. A DVBE vendor is defined as:

1) A business, which is certified by the State of California as a DVBE; or

2) A business, which is verified as a service-disabled veteran owned small business (SDVOSB) by the Veterans Administration.

3) A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

6.5.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA inclusion policy that meets the criteria set forth by the agencies in Subparagraph 6.5.1, 1 or 2 above.

6.5.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D, Required Forms and submit a letter of certification from the DCBA with their proposal.

6.5.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at [http://www.dgs.ca.gov/pd/Home.aspx/](http://www.dgs.ca.gov/pd/Home.aspx/).

6.5.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at [http://www.vetbiz.gov/](http://www.vetbiz.gov/).

7.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers on how to prepare and submit their proposal.
7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements, in connection with a proposal, shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final. All proposals shall be firm and final offers and may not be withdrawn for a period of 270 days following the final proposal submission date.

7.2 RFP Timetable

The timetable for this RFP is as follows:

Release of RFP ................................................................. April 17, 2017
Request for a Solicitation Requirements Review Due ..........May 1, 2017
Mandatory Proposers’ Conference (2:00 p.m.) .................May 11, 2017
Written Questions Due no later than (5:00 p.m.) ...............May 12, 2017
Questions and Answers Released on or about ..................May 19, 2017
Proposals due by (5:00 p.m. PT) ............................. May 22, 2017

7.3 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E, Transmittal Form to Request a Solicitation Requirements Review, to the Department conducting the solicitation as described in this section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document.

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.

3. The request for a Solicitation Requirements Review itemizes, in appropriate detail, each matter contested and factual reasons for the requested review.

4. The request for a Solicitation Requirements Review asserts either that:
   a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed by 5:00 p.m. PT, Monday, May 1, 2017, and the Department’s determination shall be provided to the requesting person or entity, in writing, within a reasonable time, prior to the proposal due date.

All Requests for Solicitation Requirements Review shall be submitted to:

Contracts Section  
Treasurer and Tax Collector  
500 West Temple Street, Room 464  
Los Angeles, California 90012  
Attention: Steven Elizondo

7.4 Proposers’ Questions

Proposers may submit written questions regarding this RFP by mail, fax, or e-mail to the individual identified below. All questions must be received by **Friday, May 12, 2017, 5:00 p.m. (PT)**. The TTC will provide a confirmation of receipt to verify each Proposer’s submission. If the Proposer does not receive a confirmation of receipt, the Proposer must re-submit the questions until it receives a confirmation of receipt. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP paragraph number, page number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer.

Questions should be addressed to:

Contracts Section  
Treasurer and Tax Collector  
500 West Temple Street, Room 464  
Los Angeles, California 90012  
Email Address: contracts@ttc.lacounty.gov  
Fax Number: (213) 687-4857  
Attention: Steven Elizondo
7.5 Mandatory Proposers’ Conference

A Mandatory Proposers’ Conference will be held to discuss the RFP Requirements. County staff will respond to questions from potential Proposers. All potential Proposers must attend this conference either in person or via webinar or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. Proposers planning to attend the Mandatory Proposers’ Conference, in person or via webinar, should register by either calling (213) 974-7360, or emailing contracts@ttc.lacounty.gov by no later than 5:00 p.m. (PT) Tuesday, May 9, 2017. Upon registration completion, the webinar link and instructions will be provided via email.

The conference is scheduled as follows:

**Location:** County of Los Angeles  
Treasurer and Tax Collector  
500 West Temple Street, Room 140  
Los Angeles, California 90012

**Date:** THURSDAY, MAY 11 , 2017

**Time:** 2:00 p.m. (PT)

The purpose of the Mandatory Proposers’ Conference is to answer all questions concerning the written specifications of this RFP in the presence of all Proposers interested in providing services to the County. The County representatives will not hold any private or unilateral consultations before or after the conference that may give any one Proposer advantage over another in responding to this RFP.

All Proposers in attendance at the Mandatory Proposers’ Conference are to ensure that the official sign-in attendance sheet is completed and signed by one authorized representative of the Proposer. Proposers attending via webinar are to ensure their representative(s) inform the County’s Moderator that the Proposer is in attendance via webinar and the Moderator will manually enter the Proposer’s information onto the official sign-in attendance sheet. The sign-in attendance sheet will serve as evidence that a Proposer was present at the Mandatory Proposers’ Conference and a mailing list for disseminating any addendum/addenda to the RFP, subsequent to the Mandatory Proposers’ Conference, if the County determines that such addendum/addenda is necessary.

All Proposers must be in attendance, either in person or via webinar, at the Mandatory Proposers’ Conference in order to qualify for submission of a proposal. Proposers are advised to be prompt, as late arrivals will not
be admitted once the conference begins. Proposals from Proposers not in attendance will be rejected.

7.6 Preparation of the Proposal

Two separate proposals must be submitted - a Business Proposal and a Commission Rate Proposal. All Proposals must be bound and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected as non-responsive without review at the County’s sole discretion. All Proposals must be printed on 8 ½” x 11” white bond paper, bound, and submitted in the prescribed format. Section tabs are not required but may be included to improve readability. The original proposal and each copy shall be individually bound in a secure manner with a protective covering that allows for easy removal of documents marked proprietary or confidential. The Proposals are to be made based on the contents of this RFP and according to the format indicated in this Subparagraph 7.6. The County shall assume no responsibility for any misunderstanding or representations concerning information provided, or conditions given, by any of its employees prior to the execution of a contract unless it is included in the RFP or in an addendum to the RFP.

In preparing the written Proposal, the Proposer should do so in its own words and not copy the language in the RFP. The Proposer should ensure that the Proposal responds completely and thoroughly to all of the requirements set forth in this RFP. The objective of the Proposal submission is for the TTC to ascertain the Proposer’s ability to provide or exceed the required services. In addition, specific information is requested from all Proposers to ensure that the Proposals can be fairly compared and evaluated in a standard manner. Only that information which is contained in the Proposal will be evaluated.

In addition, a Portable Document Format (PDF) version of the Business Proposal and Commission Proposal must be submitted on CD or DVD, at the time of Proposal Submission.

7.7 Business Proposal Format

7.7.1 The content and sequence of the proposal must be as follows:

- Transmittal Letter
- Proposer’s Organization Questionnaire/Affidavit and CBE Information and Required Support Documents for Corporations and Limited Liability Companies
- Table of Contents
• Executive Summary (Section A)

• Proposer's Qualifications (Section B)

• Proposer's Approach to Provide Required Services (Section C)

• Proposer's Quality Control Plan and Business Continuity Plan (BCP) (Section D)

• Terms and Conditions in the Sample Contract, and Requirements of the SOW: Acceptance of/or Exceptions to (Section E)

• Business Proposal Required Forms (Section F)

7.7.2 Transmittal letter

The transmittal letter must be a maximum of one page, transmitting the Proposal on the Proposer's stationery. The transmittal letter must include the Proposer's name, address, e-mail address, telephone, and facsimile numbers of the person or persons to be used for contact, and who will be authorized to represent the Proposer. The transmittal letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the applicant in a Contract. The letter shall indicate whether or not the Proposer intends to perform the Contract as a single Proposer. The letter must contain a statement indicating that the Proposer will bear sole and complete responsibility for all work as defined in Appendix A, SOW.

7.7.3 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation

The Proposer shall complete, sign, and date the Proposer's Organization Questionnaire/Affidavit and CBE Information, Exhibit 1A as set forth in Appendix D. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation regarding the
Proposer’s business organization and authority of individuals to sign contracts.

If the below referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

7.7.4 Required Support Documents:

Corporations or Limited Liability Company:

The Proposer must submit the following documentation with the Proposal:

1. A copy of a “Certificate of Good Standing” with the state of incorporation/organization.

2. A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers.

7.7.5 Limited Partnership

The Proposer must submit a conformed copy of the Certificate of Limited Partnership and any amendments.

7.7.6 Table of Contents

List all material included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

7.7.7 Executive Summary (Section A)

Condense and highlight the contents of the Proposer’s Business Proposal to provide Department with a broad understanding of the Proposer’s approach, qualifications, experience, and staffing.
7.7.8 Proposer’s Qualifications (Section B)

Demonstrate that the Proposer’s organization has the experience and financial capability to perform the required services. The following sections must be included:

A. Proposer’s Background and Experience (Section B.1)

Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum requirement(s) stated in Paragraph 3.0 of this RFP, and has the capability to perform the required services as a corporation or other entity. In addition to your background information, complete and submit with the proposal, Exhibit 1B, Project Staff Background.

The description should include, but not be limited to, the following:

1. The Proposer must have been in business five years and have at least five years documented experience including, but not limited to, providing DACS or services equivalent or similar to the Services identified in Appendix A, SOW. In the event the Proposer itself does not have the requisite five years, but one or more of the principals involved in managing the daily operation of the Proposer individually meet the requisite five years, then their experience performing services equivalent or similar to the Services identified in Appendix A, SOW, may be considered in meeting this requirement in the County’s sole discretion. The Proposer must provide a written detailed description and/or resume demonstrating its principal’s five years experience to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer’s Background and Experience (Section B.1).

2. The Proposer must have a business office located within the contiguous United States of America with a responsible person(s) to maintain all reports/records that are required per this RFP. The Proposer must provide the address of its business office in its proposal.
3. The Proposer must have the ability to provide DACS from its offices which must be physically located within the contiguous United States of America. The Proposer must provide a written statement attesting to its ability to meet this requirement in its proposal.

4. The Proposer's proposed Contract Manager and Alternate Contract Manager must have a minimum of five years of documented related experience including, but not limited to, collection services or other similar experience in providing DACS for various types of accounts equivalent or similar to the Services identified in the Appendix A, SOW, either with the Proposer or with another firm. The Proposer must provide a written detailed description and/or resume demonstrating the Contract Manager and the Alternate Contract Manager’s five years experience to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer's Background and Experience (Section B.1).

5. The Proposer's proposed staff member(s) for the Contract must have at least three years documented related experience in providing the required services equivalent or similar to the Services identified in Appendix A, SOW, either with the proposer or with another firm. Proposer must provide a written detailed description and/or resume demonstrating the Proposer's proposed staff members' three years' experience to fulfill this requirement and submit this documentation with their Proposal Submission under Proposer's Background and Experience (Section B.1).

6. The Proposer must have automated system capabilities to accept and process account referrals and assignments via a secure file transfer environment defined by the TTC standards. Proposer must provide a written detailed description in its proposal stating the tools or software that it will use to meet this requirement. Following IT Infrastructure of the standards:

   - Both transmission and payload encryption are required;
• Transmission encryption must be via a SSH SFTP; and

• Payload encryption must be non-open source PGP. PGP software is used for encrypting and decrypting texts, e-mails, files, directories, and whole disk partitions to increase the security of e-mail communications over the Internet. It can also be used to send an encrypted digital signature that lets the receiver verify the sender's identity and know that the message was not changed in route.

• In order to provide the required work, as described in Appendix A, SOW, of this RFP, these standards must be in place.

7. The Proposer must have the ability to provide the File Transfers in accordance with the specifications provided in the attachments below:

• Appendix A1, Attachment 2 - Required Data/Informational Electronic Exchanges;

• Appendix A1, Attachments 3 - TTC Referral File Layout;

• Appendix A1, Attachment 4 - TTC Payment/Adjustment File Layout;

• Appendix A1, Attachment 5 - TTC Recall File Layout;

• Appendix A1, Attachment 6 - Contractor Return Referral File Layout;

• Appendix A1, Attachment 7 - Contractor Payment Remittance File Layout; and

• Appendix A1, Attachment 8 - Contractor Maintenance Inventory File Layout.

The Proposer must provide a written detailed description in its proposal stating the tools or software that it will use to meet this requirement.

8. The Proposer must have the ability to accept debit/credit card payments through a secure online
payment portal and an Interactive Voice Response system. In addition, if the Proposer accepts walk-in payments, the Proposer must include debit/credit cards as an acceptable form of walk-in payments.

9. The Proposer must provide a transition plan outline with a brief discussion and time requirements for each element of the plan to implement the full range of services, as described in Appendix A, SOW, of this RFP. The Proposer must provide the transition plan outline in its proposal.

10. The Proposer must provide a written statement in its proposal stating it agrees to provide verbal multilingual translation services with clients.

11. The Proposer must provide a written statement in its proposal stating it agrees to conduct, at Proposer’s expense, Background and Security Investigations as specified in Paragraph 7.7 of Appendix C, Sample Contract, which may include, but not limited to, Live Scan fingerprinting, on all of Proposer’s staff assigned to perform services under any resultant Contract.

12. The Proposer must comply with all insurance requirements set forth in Appendix C - Sample Contract, Subparagraphs 8.24 and 8.25 of this RFP.

- Please note that Section 26221 of the California Government Code requires that the Agency furnish a Bond in the sum of not less than $10,000 payable to the County and executed by a corporate surety licensed to do business in this State for the faithful performance of terms and conditions of this assignment.

The Proposer must confirm it can and will comply with this requirement by submitting copies of insurance policies and a Bond; or by submitting a letter(s) from an insurance company and/or a bond company stating the Proposer can obtain the insurance coverages and a bond to meet the requirements specified in Subparagraphs 8.24 and 8.25 of Appendix C, Sample Contract.
13. The Proposer must currently be providing DACS according to California rules and regulations; these services must include, but are not limited to, collections for amounts owed for a variety of general services or overpayments. The Proposer must provide a written statement in its proposal identifying to whom it is currently providing these services and the statement must state if those services are provided in accordance with California rules and regulations.

B. Proposer’s References (Section B.2)

It is the Proposer’s sole responsibility to ensure that the Proposer’s name, and point of contact’s name, title and phone number for each reference is accurate. The same references may be listed on both forms - Exhibits 2 and 3 in Appendix D, Required Forms.

The County may disqualify a Proposer as non-responsive and/or non-responsible if:

- References fail to substantiate Proposer’s description of the services provided; or
- References fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel; or
- The TTC is unable to reach the point of contact with reasonable effort (i.e., three attempts). It is the Proposer’s responsibility to inform the point of contact of the potential times the TTC may contact Proposer’s references during normal working hours (defined as between 8:00 a.m. and 5:00 p.m. [PT]).

The Proposer must complete and include the following Required Forms, Exhibits 2, 3, and 4 as set forth in Appendix D:

1. Prospective Contractor References, Exhibit 2. The Proposer must provide five references for current clients for whom the Proposer provides the same or similar scope of services to those services set forth in this RFP. References for existing or terminated
contracts and/or subcontracts with the TTC will not be accepted to meet this requirement.

2. Prospective Contractor List of Contracts, Exhibit 3. The listing must include all Public Entities contracts for the last three years. Use additional sheets if necessary. If the Proposer did not have any County contracts during the last three years, a statement to that effect should be included.

3. Prospective Contractor List of Terminated Contracts/Subcontracts, Exhibit 4. Listing must include contracts terminated within the past three years with a reason for termination (i.e., discontinued prior to the scheduled expiration date).

C. Proposer’s Pending Litigation and Judgments (Section B.3)

Identify by name, case, and court jurisdiction any pending litigation in which Proposer is involved, enforcement actions by regulators (resulting in fines), or judgments against Proposer in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

D. Proof of Insurability (Section B.4)

Proposer must provide proof of insurability that meets all insurance requirements set forth in the Appendix C, Sample Contract, Subparagraphs 8.24 and 8.25. If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage, should the Proposer be selected to receive a Contract Award, may be submitted with the proposal.

E. Applicable Licenses and/or Permits (Section B.5)

Provide copies of all applicable licenses and/or permits. When a license specifies the post office address of the activity licensed, the licensee may conduct such activity only at the address specified in the license.
F. Financial Capacity (Section B.6)

Provide copies of the company’s most current and prior two years (for example 2015, 2014, and 2013) audited financial statements. If audited financial statements are not available, a statement must be provided as to the reason audited statements are not available. Statements should include the company’s assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Audited financial statements will be kept confidential, if so stamped on each page.

7.7.9 Proposer’s Approach to Provide Required Services (Section C)

Present a description of the methodology the Proposer will use to meet Contract/SOW work requirements. Describe in detail:

1. Proposer’s experience to provide the required work;

2. How the Proposer shall accomplish the service requirements in Paragraph 4.0, Workflow Requirements through Paragraph 9.0, Protection of Electronic County Information in Appendix A - SOW including, but not limited to:

   a) WORKFLOW REQUIREMENTS, 4.0

   (1) Referral of Delinquent Miscellaneous Accounts to Contractor, 4.1
   (2) Payments and Adjustments to Contractor Records, 4.2
   (3) Recall of Accounts from Contractor, 4.3
   (4) Return Referrals to the TTC, 4.4
   (5) Payment Remittance to the TTC, 4.5
   (6) Delinquent Account Inventory Reconciliation, 4.6
   (7) Other Information Exchanges Including Correspondence, 4.7

   b) SPECIFIC WORK REQUIREMENTS, 5.0

   (1) Collections Related, 5.1
   (2) Commission and Referral Related, 5.2
(3) Additional Delinquent Account Collection Services, 5.3
(4) Contract Termination/Transition to New Contract, 5.4

c) MINIMUM INTERNAL CONTROL REQUIREMENTS, 6.0

(1) General Requirements for the TTC, 6.1
(2) Contractor Mail Remittances, 6.2
(3) Receipts, 6.3
(4) Additional Requirements, 6.4

d) COMPLAINTS, 7.0
e) ADDITIONAL REQUIREMENTS, 8.0
f) PROTECTION OF ELECTRONIC COUNTY INFORMATION, 9.0

7.7.10A Proposer’s Quality Control Plan (Section D)

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A, SOW, and Appendix B, SOW and Contract Technical Exhibits - Performance Requirements Summary (PRS) Chart.

At a minimum, address the following factors in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements.
- Monitoring methods to be used;
- State each monitoring activity and provide frequency of monitoring;
- Provide samples of forms to be used in monitoring;
- Provide title/level and qualifications of personnel performing monitoring functions;
- Describe how monitoring activities will be documented and how the results will be utilized to improve performance, including implementing any corrective action taken;
- Describe how your firm will ensure a response time within 24 hours of the initial inquiry from County;
• Describe what your current response times are to calls from your clients.

7.7.10B Business Continuity Plan (Section D)

Present a comprehensive BCP for providing continuing services to the TTC in the event of an emergency that disrupts the Proposer’s operations.

The BCP shall include, at a minimum, the following components:

• Process for notifying the TTC immediately of any catastrophe, disaster, or disruption in service;

• Description of disaster recovery solutions;

• Location, including the address, phone number, and fax number of the alternate site location(s);

• Production capabilities of an alternate site;

• Description of the IT features to ensure the TTC’s information remains accessible and secure;

• Timeline for operationalizing BCP;

• Description of how vendor would operationalize the BCP; and

• Statement identifying the frequency in which the Proposer intends to conduct drills operationalizing the BCP.

7.7.11 Terms and Conditions in Sample Contract, and Requirements of the Statement of Work: Acceptance of/or Exceptions to (Section E)

A. It is the duty of every Proposer to review thoroughly the Sample Contract and SOW to ensure compliance with all terms, conditions, and requirements. It is the County’s expectation that in submitting a proposal the Proposer will accept, as stated, the County’s terms and conditions in the Sample Contract and the County’s requirements in the SOW. However, the TTC will provide the Proposers the opportunity to take exceptions to the County’s terms, conditions, and requirements. Every Proposer must utilize the County’s Sample Contract and the County’s SOW to take exceptions. Proposers may not utilize
their own Contract and/or SOW in lieu of the County’s Sample Contract and the County’s SOW.

B. Section E of Proposer’s response must include:

1. A statement offering the Proposer’s acceptance of or exceptions to all terms and conditions listed in Appendix C, Sample Contract.

2. A statement offering the Proposer’s acceptance of or exceptions to all requirements listed in Appendix A, SOW.

For each exception, the Proposer shall provide:

1. An explanation of the reason(s) for the exception.

2. The proposed alternative language.

3. A description of the impact, if any, to the Proposer’s price.

C. Proposers must clearly identify all of their exceptions to the County’s Sample Contract and/or the County’s SOW by providing a ‘red-lined’ version of the language in question. Proposers must submit all of their exceptions with their proposals by the specified due date. Proposers may not take exception to the Standard Terms and Conditions in their entirety, and replace the County’s Standard Terms and Conditions with the proposer’s alternative Sample Contract and/or SOW. The Department will consider this proposal non-responsive. If the Proposer fails to clearly identify and include an exception in its proposal submission, the exception will not be considered after the proposal submission due date.

The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation. In general, the greater the number of exceptions to the terms and conditions the proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed.
The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

7.7.12 Business Proposal Required Forms (Section F)

Proposal shall include all completed, signed, and dated forms identified in Appendix D - Required Forms.

Exhibit 1A Proposer’s Organization Questionnaire/Affidavit and CBE Information

Exhibit 1B Project Staff Background

Exhibit 2 Prospective Contractor Reference

Exhibit 3 Prospective Contractor List of Contractors

Exhibit 4 Prospective Contractor List of Terminated Contracts

Exhibit 5 Certification of No Conflict of Interest

Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification

Exhibit 7 Request for Preference Program Consideration

Exhibit 8 Proposer’s EEO Certification

Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants

Exhibit 10 Contractor Employee Jury Service Program Certification Form and Application for Exception

Exhibit 11 Commission Rate (included in Commission Rate Proposal)

Exhibit 12 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions (included in Commission Rate Proposal)

Exhibit 13 Certification of Compliance with the County’s Default Property Tax Reduction Program

Exhibit 14 Zero Tolerance Human Trafficking Policy Certification
7.7.13 Proposer’s Green Initiatives (Section G)

Present a description of proposed plan for complying with the green initiatives as described in Subparagraph 8.64 of the Contract. Describe your company’s current environmental policies and practices, and those proposed to be implemented.

7.8 Commission Rate Proposal Format

The content and sequence of the proposal must be as follows:

- Cover Page identifying, at a minimum, the RFP and the Proposer’s name.
- Commission Rate - Exhibit 11.
- Certification of Independent Price Determination and Acknowledgement of RFP Restrictions - Exhibit 12.

7.9 Firm Offer/Withdrawal of Proposal

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal, and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

7.10 Proposal Submission

The original Business Proposal and seven copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

"BUSINESS PROPOSAL FOR DELINQUENT ACCOUNT COLLECTION SERVICES (DACS) – TTC RFP 2017-01 DACS"

The original Commission Rate Proposal and seven copies must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

"COMMISSION RATE PROPOSAL FOR DELINQUENT ACCOUNT COLLECTION SERVICES (DACS) – TTC RFP 2017-01 DACS"
A copy of both the Business Proposal and Commission Rate Proposal must be provided in a PDF on CD or DVD, and must be submitted at the time of proposal submission.

The Proposals are due **Monday, May 22, 2017 by 5:00 p.m. (PT)** and shall be delivered to:

Contracts Section  
Treasurer and Tax Collector  
500 West Temple Street, Room 437  
Los Angeles, California 90012  
Attention: Steven Elizondo

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in Subparagraph 7.2, RFP Timetable, will not be accepted and returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile or e-mail copies will be accepted.

All proposals shall be firm offers and may not be withdrawn for a period of 270 days following the last day to submit proposals.

### 8.0 SELECTION PROCESS AND EVALUATION CRITERIA

#### 8.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate, and select the successful proposal(s). The selection process will begin with receipt of the proposal on Monday, May 22, 2017.

Evaluation of the proposals will be made by an Evaluation Committee selected by the TTC. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a Proposer. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite Proposers being evaluated to make a verbal presentation demonstrating their ability to perform services as identified in Appendix A, SOW. The Evaluation Committee may utilize the services of appropriate experts to assist in the evaluations.

After a Proposer has been selected, the County and the Proposer(s) will negotiate a Contract for submission to the Board for its consideration and
possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

The recommendation to award a Contract will not bind the Board to award a Contract to the Proposer.

The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if the County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

8.2 Adherence to Minimum Requirements (Pass/Fail)

The County shall review the Proposer's Organization Questionnaire/Affidavit and CBE Information, Exhibit 1A, of Appendix D, Required Forms, and determine if the Proposer meets the minimum requirements as outlined in Paragraph 3.0 of this RFP.

Failure of the Proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present. The County may, at its sole discretion, ask any Proposer to supplement any proposal to provide clarification before County commences its evaluations by the Evaluation Committee.

8.3 Disqualification Review

A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing. Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer.

2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination).
3. The request for a Disqualification Review asserts that the TTC’s determination of disqualification due to non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted, as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for non-responsibility – See Subparagraph 5.8.

8.4 Business Proposal Evaluation and Criteria (75%)

Any reviews conducted during the evaluation of the proposal may result in a point reduction.

8.4.1 Proposer’s Qualifications (22%)

1. Proposer will be evaluated on its experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of its proposal.

2. Proposer will be evaluated on the verification of the references provided in Section B.2 of its proposal. In addition to the verification of references, reviews of the County’s Contract Database and Contractor Alert Reporting Database will also be conducted, if applicable, to assess the Proposer’s past performance history with the Department or with other contracts the Proposer may have had with other Departments. If the Proposer has any identified deficiencies, these reviews may result in point deductions up to 100 percent of the total points awarded in this evaluation category. Additionally, reviews of terminated contracts will also be conducted, which may result in point deductions.

3. A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Section B.3 of the proposal.

4. A review of Proposer’s proof of insurability that meets all insurance requirements set forth in Appendix C, Sample Contract, Subparagraphs 8.24 and 8.25 as provided in Section B.4 of the Proposal. If a Proposer does not currently have the required coverage, a letter from a qualified
insurance carrier indicating a willingness to provide the required coverage should the Proposer be selected to receive a Contract Award may be submitted with the Proposal.

5. A review of Proposer’s applicable licenses and/or permits as provided in Section B.5 of the Proposal.

8.4.2 Proposer’s Approach to Providing Required Services (53%)

8.4.2.1 Written Proposal (35%)

The Proposer will be evaluated on its description of the methodology to be used to meet the County’s requirements based on information provided in Subparagraph 7.7.9, Section C of the proposal.

8.4.2.2 Quality Control Plan (10%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services listed on the PRS based on the information provided in Section D of the proposal.

8.4.2.3 Business Continuity Plan (8%)

The Proposer will be evaluated on its ability to provide a written BCP for providing continuing services to the TTC in the event of an emergency that disrupts the Proposer’s operations.

8.4.3 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work

Proposer will be evaluated on its willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix C, and the Requirements of the SOW outlined in the SOW, Appendix A as stated in Section E of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.
Proposers are further notified that the County may, in its sole
determination, disqualify any Proposer with whom the County
cannot satisfactorily negotiate a Contract.

The Proposer’s exceptions to Appendix A, SOW, shall not be
considered after the Proposal deadline. **The Proposers that do**
**not make exceptions prior to the Proposal deadline waive**
their right to make any exceptions subsequent to the
Proposal deadline.

8.5 Commission Rate Proposal Evaluation Criteria (25%)

The maximum number of possible points will be awarded to the lowest
Commission Rate Proposal. All other proposals will be compared to the
lowest cost and points awarded accordingly.

However, should one or more of the Proposers request and be granted a
preference under the County’s Preference Programs, the cost component
points will be determined as follows:

Fifteen percent of the lowest cost proposed will be calculated, not to
exceed $150,000, and that amount will be deducted from the cost
submitted by all proposers who requested and were granted the
preference.

In no case shall any preference be combined to exceed 15 percent of the
lowest responsible bid meeting specifications.

8.6 Department’s Proposed Contractor Selection Review

8.6.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the
remaining Proposers in writing that the Department is entering
negotiations with another Proposer. Upon receipt of the letter,
any non-selected Proposer may submit a written request for a
Debriefing within the timeframe specified in the letter. A request
for a Debriefing may, in the Department’s sole discretion, be
denied if the request is not received within the specified
timeframe.

The purpose of the Debriefing is to compare the requesting
Proposer’s response to the solicitation document with the
evaluation document. The requesting Proposer shall be debriefed
only on its response. Because contract negotiations are not yet
complete, responses from other Proposers shall not be
discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Subparagraph 8.6.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

8.6.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer.

2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department).

3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

   a. The Department materially failed to follow procedures specified in its solicitation document. This includes:

      i. Failure to correctly apply the standards for reviewing the proposal format requirements.

      ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.

      iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Proposer.

c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

d. Another basis for review as provided by state or federal law.

4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive, and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract Award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (see Subparagraph 8.7 below).

8.7 County Independent Review Process

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a County Independent Review is a Proposer.

2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department).

3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed
Contractor Selection Review, and new items that (a) arise from the Department's written decision; and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Subparagraph 8.6.2 above.

Upon completion of the County Independent Review, the County's Internal Services Department will forward the report to the Department, which will provide a copy to the Proposer.
APPENDIX A

STATEMENT OF WORK

DELINQUENT ACCOUNT COLLECTION SERVICES
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1.0 SCOPE OF WORK

The County of Los Angeles (County) Treasurer and Tax Collector (TTC) operates as the collection agency for the County, providing a variety of services ranging from billing services to more difficult collection efforts for various County Departments (Departments). After Departments have exhausted their collection efforts the Department refers the account to the TTC. After the TTC exhausts its “primary” collection efforts, the TTC refers select delinquent accounts with uncollected balances to a Contractor for “secondary” collection efforts.

The TTC has provided historical workload statistics in Appendix A1 - Statement of Work (SOW) Attachments, Attachment 1 - Workload Volumes. These workloads are subject to change and the TTC does not guarantee any particular level of account referrals.

Background

Delinquent Account Collection Services (DACS) is comprised of collections for the Department of Public Social Services (DPSS), for CalFresh, CalWORKS, Cash and General Relief Overpayments, as well as delinquent outstanding debt owed to various Departments for personal or mandated services received by individuals or business entities. Some examples of collections for mandated services include the recovery of overpayments, the collection of fees and penalties, and the recovery of payments owed to the County due to returned checks.

The TTC contracts with an Outside Collection Agency (OCA) to supplement the TTC’s collection efforts. The TTC currently has contracts with two DACS contractors, which the TTC compensates on a contingency fee basis for “secondary” and “tertiary” collection services. The TTC is now soliciting proposals from qualified collection Proposers for secondary collection services only. There no longer will be a tertiary collection services contract. The TTC shall award the Contract for the secondary collections to the Proposer that is highest ranked, most responsive, and most responsible.

Subsequent to award of a Contract, the TTC may be required by law, or deem it is in the TTC’s best interest, to commence augmented collection efforts or utilize new collection methodologies. At such time, the TTC will negotiate an Amendment to the Contract with the Proposer for such services.

TTC’s Delinquent Account Collection Process

After a County Department exhausts its own collection efforts, it refers the uncollectible delinquent accounts to the TTC. The TTC processes delinquent accounts through the TTC’s automated collections system, Collection Accounts and Receivable System (CARS). CARS assigns accounts to the TTC Collectors
and sends automated billing statements and dunning notices to the debtors. When the TTC Collectors contact a debtor, the TTC Collectors evaluate the delinquent account based on the debtor's ability to pay and establishes appropriate arrangements for payment of the debt.

The delinquent accounts continue to go through the TTC’s collection process for 180 days, at which time the TTC refers select unpaid accounts to an OCA under contract with the County for secondary DACS. However, the TTC reserves the right to refer delinquent accounts to an OCA at any point in the TTC’s collection process.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and do not define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Client Number:** Identifies the referring Department and type of service provided.

2.2 **Contingency Fee:** A fee negotiated by the TTC and the contractor, which shall be an amount equal to the commission rate as set forth in the Contract, Standard Exhibit B - Commission Rate.

2.3 **Contract:** Agreement executed between the TTC and the contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Contract, Standard Exhibit A.

2.4 **Contractor:** The sole proprietor, partnership, or corporation entering into a contract with the TTC to perform or execute the work covered by the Statement of Work, acting as the OCA.

2.5 **Contractor’s Contract Administrator:** Person designated by the contractor as principal officer to oversee contractual or administrative matters relating to this Contract who resolves matters the contractor’s Contract Manager cannot.

2.6 **Contractor’s Contract Manager:** Person designated by the contractor to manage operations under this Contract.

2.7 **Contractor’s Financial Manager:** Person designated by the contractor to have full authority to act on behalf of the contractor in all matters related to invoicing under the Contract after the Contract Award.
2.8 **County’s Contract Administrator:** Person designated by the TTC to oversee contractual or administrative matters relating to this Contract who resolves matters the TTC’s Contract Manager cannot.

2.9 **County’s Contract Manager:** Person designated by the TTC’s Contract Administrator to manage the operations under this Contract.

2.10 **County’s Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract.

2.11 **Day(s):** Are calendar day(s), unless otherwise specified.

2.12 **Fiscal Year:** The 12 month period beginning on July 1st and ending on June 30th of the following year.

2.13 **Gross Collections:** Total dollar amount received from debtors.

2.14 **Net Collections:** Total dollar amount received from debtors minus commissions, fees, and any adjustments.

2.15 **Pretty Good Privacy (PGP):** Software used for encrypting and decrypting texts, emails, files, directories, and whole disk partitions to increase the security of email communications over the Internet. It is also used to send an encrypted digital signature that lets the receiver verify the sender’s identity and know that the message was not changed in route.

2.16 **Primary Collections:** The initial in-house collection program conducted by the TTC.

2.17 **Recall:** A request from the TTC for the Contractor to return accounts.

2.18 **Secondary Accounts:** Unpaid delinquent accounts that the TTC assigns to the Contractor.

2.19 **Secondary Collections:** DACS the contractor provides for Secondary Accounts.

2.20 **Secure Shell (SSH) File Transfer Protocol:** File transfer protocol to securely access and transfer files over a secure tunnel.

2.21 **Treasurer and Tax Collector:** The Department Head of the County’s Treasurer and Tax Collector, or his/her designee.

2.22 **TTC:** As used herein, the acronym “TTC” shall mean the County of Los Angeles Treasurer and Tax Collector as a department.
2.23 **Unidentified Payment:** Any payment the contractor receives that cannot be associated with a referred account.

2.24 **Warrant:** A payment made by the County.

### 3.0 DELINQUENT ACCOUNTS REFERRED FOR COLLECTION

3.1 Accounts included in Primary Collections that the TTC may refer to the Contractor include, but are not limited to the following:

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3.2 The TTC typically refers eligible delinquent accounts to the Contractor after these accounts have continued through the TTC's internal collection process for 180 days. However, the TTC reserves the right to refer delinquent accounts to the Contractor at any point.

3.3 The TTC shall refer eligible delinquent accounts to the Contractor on a flow basis in a manner determined to be in the best interest of the TTC. (See Paragraph 4.1, Referral of Delinquent Miscellaneous Accounts to the contractor).

3.4 Immediately upon the referral of accounts, the Contractor shall undertake collection efforts in accordance with the provisions in the Standard Exhibit A, Statement of Work of the Contract, and all applicable federal and state laws. The TTC reserves the right to direct the Contractor to modify or change collection methodology with regards to these accounts through a negotiated amendment to the Contract.

### 4.0 WORKFLOW REQUIREMENTS

The TTC shall provide the contractor all available data related to the referred accounts that it deems pertinent to DACS. The Contractor shall accept delinquent account information in the manner described in Subparagraphs 4.1, Referral of Delinquent Miscellaneous Accounts to the contractor, below, which will minimally include: the debtor’s name, the debtor’s last known address, the TTC’s account number, the balance due on the account, and the type of service (i.e., Client Number).
The Contractor shall use the TTC's Client Numbers and the TTC's account numbers for all business conducted regarding referrals.

The Contractor shall segregate all accounts referred by the TTC from all other contractor accounts within the contractor’s system. All information relating to the accounts referred shall be confidential and shall not be open to examination for any purpose not directly connected with the servicing of the accounts by the contractor. Employees of the contractor who provide services pursuant to the Contract must sign and adhere to the "Contractor Employee Acknowledgement and Confidentiality Agreement", Contract, Standard Exhibit G2.

The Contractor shall maintain all records relating to their Contract performance for a minimum of five years after Contract termination in accordance with the Contract Paragraph 8.38, Record Retention and Inspection/Audit Settlement. The TTC will have the right to inspect these records at any time within this five-year period. Thereafter, at the discretion of the TTC, the Contractor shall either destroy or return these records to the TTC.

The TTC is in the process of converting its existing collections system, CARS, and estimate moving this new system into production in late 2017 or early 2018. This change will require modifications to existing file layouts for files transferred between the TTC and the Contractor. Although the data elements in the files should remain fairly consistent, there likely will be changes to the field lengths.

The TTC shall provide all new file layouts to the Contractor once they are available. The Contractor shall make the necessary changes to their system to accommodate these new file layouts at no cost to the County. The TTC will assist the Contractor with system testing prior to the implementation date of the TTC’s new system.

4.1 Referral of Delinquent Miscellaneous Accounts to the Contractor

The TTC will refer select accounts to the contractor after 180 days from the original date of referral to the TTC, if the balance is $50.00 or more, except for non-sufficient fund (NSF) checks, where there is no minimum balance requirement. However, the TTC may, at its discretion, refer a batch of accounts, each having a balance less than $50.00, if the accounts are for a single debtor and the cumulative balance of the accounts exceeds $50.00.

Information in the files may include, but not be limited to, the TTC’s Client Number and account numbers, the debtor’s name, last known address, driver license number, Social Security Number, telephone number, date of birth, and the balance due on the account. (See Exhibit A1, Attachment 3, TTC Referral File Layout).
With regard to the TTC accounts, the Contractor shall be required to maintain account-related notes, inclusive of note dates, in an automated system and provide those notes upon request to the TTC using the electronic file transfer method as specified by the TTC (Appendix A1, Attachment 3, TTC Referral File Layout). The Contractor shall be required to track activities related to the referred accounts in an automated system.

4.1.1 The TTC shall transmit referral files to the contractor on a weekly basis. The Contractor shall acknowledge all files received and processed in a manner acceptable by the TTC. (Appendix A1, Attachment 3, TTC Referral File Layout).

4.1.2 Exceptions, i.e. accounts the contractor is unable to process, will be resolved within two business days of receipt by either the TTC or the contractor.

4.2 Payments and Adjustments to the Contractor's Records

4.2.1 The TTC shall work with the contractor to develop a schedule for the electronic transmission of Payment and Adjustment Files to the contractor. The Contractor shall acknowledge all files received and processed in a manner acceptable to the TTC. (Appendix A1, Attachment 4, TTC Payment/Adjustment File Layout).

4.2.2 Exceptions, i.e. payments and adjustments the contractor is unable to process, will be resolved within two business days of receipt by either the TTC or the contractor.

4.2.3 If the contractor does not agree with an adjustment on an account for any reason, the Contractor must notify the TTC of the specific reasons for the objections and provide the TTC with supporting documentation within five business days from the date the Contractor received the adjustment notification.

4.2.4 The TTC shall evaluate the contractor's objection, make a determination, and notify the contractor of its decision within ten business days of receipt of the notice from the contractor. With regard to this Paragraph 4.2, Payment and Adjustment to the Contractor Records, the TTC's decision on any objection shall be final. Failure on the part of the Contractor to act within the prescribed timeframe and in accordance with the procedures set forth above will result in a waiver of any claim for commission that might have otherwise been warranted.
4.3 Recall of Accounts from the Contractor

The TTC shall have the right to recall accounts from the contractor, without charge or penalty, pursuant to the Contract.

Immediately upon receipt of the TTC's Recall notification, the Contractor shall discontinue collection efforts. Under no circumstances shall the Contractor undertake further collection efforts on recalled accounts. The Contractor shall maintain a record of recalled accounts for audit purposes as described in this SOW.

4.3.1 The TTC may recall accounts in the following circumstances:

4.3.1.1 Any account within 30 calendar days of the referral or assignment to the contractor.

4.3.1.2 Any account that the TTC determines would not be in their best interest for the contractor to collect.

4.3.1.3 Any account owed by a debtor who files a Petition in Bankruptcy, including a petition for a Wage Earner's Plan.

4.3.1.4 Any account where the debtor is deceased.

4.3.2 In the event the TTC recalls an account, the TTC shall not be liable to the contractor for the payment of any fee or contingency fee associated with payments received on said account after the effective date of such recall.

4.3.2.1 If the TTC adjusts an account, while the account is still with the contractor, leaving a remaining adjusted balance, and the debtor subsequently pays the adjusted balance; the Contractor is entitled to a contingency fee on the adjusted balance only.

4.3.3 The TTC shall recall referred accounts pursuant to the Contract in the following manner:

4.3.3.1 The contractor shall send a recall list to confirm accounts that they wish to return to the TTC. Under no circumstances shall the Contractor return accounts to the TTC without sending a prior request for recall.

4.3.3.2 The TTC shall work with the Contractor to develop a schedule for the electronic transmission of Recall files
to the contractor. The Contractor shall acknowledge all files received and processed in a manner acceptable to the TTC. (Appendix A1, Attachment 5, TTC Recall File Layout).

4.3.3 Exceptions, i.e. recalls that the TTC is unable to process, will be resolved within two business days of receipt by either the TTC or the Contractor.

4.4 Return of Referrals to the TTC

4.4.1 The TTC shall work with the contractor to develop a schedule for the electronic transmission of Return Referral files to the TTC electronically. The TTC shall acknowledge all electronic files received and processed from the contractor (see Appendix A1, Attachment 6, Contractor Return Referral File Layout) to return requested accounts in accordance with Paragraph 4.3, TTC Recall of Accounts from the contractor. The Contractor shall return all accounts to the TTC within 365 days of referral. However, if the contractor establishes a payment plan on an account in accordance with Paragraph 5.1.10, the Contractor may retain that account as long as the debtor continues to make his or her payments as agreed, up to a maximum of 18 months. If the debtor defaults on his or her payments, the Contractor must return the account to the TTC once the debtor becomes 60 days past due. In no case may the Contractor retain an account beyond the term of the Contract.

4.4.2 Exceptions, i.e. returns the TTC is unable to process, will be resolved within two business days of receipt by either the TTC or the contractor.

4.4.3 If the contractor makes a recommendation for the reassignment of an account within 60 calendar days of returning said account, the TTC may, in its sole discretion, once again refer such account to the contractor. The Contractor shall be entitled to its contingency fee for any sums thereafter collected upon such reassigned accounts.

4.5 Payment Remittance to the TTC

On a weekly basis, the Contractor shall remit to the TTC an amount equal to the total of all payments received by the contractor for the TTC referred accounts since the last remittance, less the contractor’s applicable commissions. The method of remittance by the Contractor shall be a
deposit of the funds into a bank account designated by the TTC. The Contractor shall submit any refunds of commissions, as set forth in Paragraph 5.2.1, Refunds, with the remittance amount.

4.5.1 The TTC shall work with the contractor to develop a schedule for the electronic transmission of contractor Payment Remittance Files to the TTC. The TTC shall acknowledge all files received and processed (Appendix A1, Attachment 7, Contractor Payment Remittance File Layout) for each deposit made into the bank account designated by the TTC. The Contractor is responsible for ensuring the payment files reconcile to each bank deposit.

4.5.2 If the remittance amount is $250,000 or greater for the prior period's collections, the Contractor shall deposit the remittance amount into the TTC's bank account no later than 8:00 a.m. (Pacific Time [PT]) each Friday.

4.5.3 The Contractor shall exclude from the Payment Remittance File any check payment that the contractor's bank returns as NSF or any chargeback debit/credit card transaction. If the NSF return or chargeback occurs after the contractor remitted payment to the TTC, the Contractor shall provide proof of the return or chargeback to the TTC for approval prior to deducting the payment from their next remittance to the TTC.

4.5.4 Exceptions will be resolved within two business days of receipt by either the TTC or the contractor.

4.6 Delinquent Account Inventory Reconciliation

4.6.1 The TTC shall work with the contractor to develop a schedule for the electronic transmission of Inventory Reconciliation Files to the TTC. The TTC shall acknowledge all files received and processed in a manner acceptable by the TTC (Appendix A1, Attachment 8, Contractor Maintenance Inventory File Layout). The Inventory Reconciliation Report shall be used to compare the contractor's active account inventory with the TTC’s records, which may result in new referrals, the return of accounts, or payment and adjustment updates.

4.6.2 Exceptions, i.e. inventory reconciliation reports the TTC cannot process, will be resolved within two business days of receipt by either the TTC or the contractor.
4.7 Other Information Exchanges Including Correspondence

4.7.1 The Contractor shall electronically submit monthly collection reports to the TTC by the 10\textsuperscript{th} of each month using the method described in Appendix A1, Attachment 9, Collection Reports.

4.7.2 All other information not explicitly mentioned elsewhere in this document will be exchanged using the method described in Appendix A1, Attachment 10, Collection Reports - Other. The Contractor shall submit this information to the TTC by the 10\textsuperscript{th} of each month unless otherwise agreed to by the TTC.

4.7.3 The Contractor shall electronically submit the monthly Complaint Report to the TTC by the 10\textsuperscript{th} of each month using the method described in Appendix A1, Attachment 11, Contractor Monthly Compliant Report. See Paragraph 8.0, Additional Requirements, for further details on reporting Complaints.

5.0 SPECIFIC WORK REQUIREMENTS

Prior to commencing collection efforts, the Contractor may be required to participate in training provided by the TTC for a particular referring Department (e.g., DPSS and its appeal process).

5.1 Collections Related

5.1.1 Collection Methods

The Contractor shall at minimum perform the services enumerated below:

- Issue an initial notice to all debtors which includes a statement, in Spanish, that directs the debtor to a telephone number to call if the debtor wishes to obtain additional information in Spanish.
- Issuance of monthly statements to all debtors;
- Issuance of warning letters to advise delinquent debtors of an outstanding obligation;
- Attempt contact with delinquent debtors by telephone in an effort to collect the debtor’s outstanding balance;
- Perform skip-tracing to locate contact information for debtors with no phone number or no valid address;
• Acceptance of multiple forms of payments, including cash (i.e., walk-in payments), checks, money orders, credit cards, debit cards, online payments, and via an interactive voice response system.

  Note: If applicable, the Contractor shall process Walk-In payments in accordance with Paragraph 6.4.1 - Walk-In Payments.

If the TTC receives new types of accounts that require additional services from those listed above, the TTC will discuss the requirements with the contractor prior to referring these new accounts.

5.1.2 The Contractor shall not commence collection efforts or accept payments until such time as the TTC refers the account for collection services.

5.1.3 Upon referral of accounts, the Contractor shall undertake collection efforts immediately in accordance with the Fair Debt Collection Practices Act, the California Rosenthal Fair Debt Collection Practices Act, and all other applicable federal, state, or local statutes.

5.1.4 Disputes Between Contractor and Debtor

The Contractor shall develop and maintain written procedures for receiving and responding to disputes.

5.1.4.1 Within ten business days after the Contract effective date, the Contractor shall provide the County with the contractor’s written policy for receiving and responding to debtor disputes.

5.1.4.2 The County will review the contractor’s policy and provide the contractor with either approval of said plan or requested changes.

5.1.4.3 If the County requests changes in the contractor’s policy, the Contractor shall make such changes and resubmit the written plan within five business days for County’s approval.

5.1.4.4 If at any time, the contractor wishes to change the contractor’s policy, the Contractor shall submit
proposed changes in writing to the County for approval before implementation.

5.1.4.5 In the event a debtor disputes any amount of the balance due or liability for the amount due on a referred account, the Contractor shall notify the County’s Contract Monitor in writing of such dispute within three business days after the contractor receives the dispute. The Contractor shall not resume collection efforts on the disputed amount until directed in writing by the TTC.

5.1.5 The Contractor shall maintain all account information by account number. The Contractor shall keep copies of all correspondence sent to debtors and have the capability to produce copies of the correspondence upon request.

5.1.6 Debit/Credit Card Verification

The Contractor shall not pass Debit/Credit Card fees, or any other additional fees, onto the debtor or the TTC. To ensure the validity of debit/credit cards, the Contractor shall obtain authorization for every Debit/Credit card transaction submitted by a debtor using an Address Verification Service (AVS) with a zip code validation.

5.1.7 Compromise Authority

The Contractor shall utilize compromise settlements of delinquent accounts as a standard collection tool on eligible accounts within the TTC’s delegated authority as stated in the Los Angeles County Code section 2.52.040(L). The TTC must approve each compromise settlement. The Contractor has no authority to process compromise settlements that the TTC has not approved.

5.1.8 Credit Reporting

The Contractor shall not report any referral to any credit reporting agency. In the event this policy changes, the TTC will notify the contractor in writing.

5.1.9 Paid in Full Letters

The Contractor shall issue a letter or receipt to a debtor who has paid or settled their account in full. The letter or receipt shall indicate a $0.00 balance and shall include the following statement: “Account number (List account number), assigned to (List name of contractor), is paid/settled in full as indicated.”
5.1.10 Debtors Payments on Assigned Accounts

5.1.10.1 The Contractor may establish payment plans to allow the debtor to pay a referral in installments based on the debtor’s current income and ability to pay. If the debtor’s income is below the current Federal Poverty Guidelines, the Contractor shall return the account to the TTC. The Contractor may extend payments longer than 365 days, up to a maximum of 18 months, as long as the debtor continues to make his or her payments as agreed (see Paragraph 4.4.1). However, the Contractor must return the account to the TTC once the debtor becomes 60 days past due.

5.1.10.2 The Contractor shall remit all collections to the TTC in accordance with Paragraph 4.5, Payment Remittance to the TTC.

5.1.11 Contractor Collections

5.1.11.1 The Contractor shall provide a daily cashiering function for payments remitted by mail.

5.1.11.2 The Contractor shall process all Walk-In payments it receives in accordance with Paragraph 6.4.1, Walk-In Payments, of this SOW.

5.1.11.3 The Contractor shall only accept payments for assigned accounts. The Contractor’s office staff shall process and deposit all payments it receives into a financial institution’s bank account on the same day it receives the payments. In addition, the Contractor shall maintain this bank account exclusively for the use of the TTC collections.

5.1.11.4 The financial institution must be:

   a) Insured by the Federal Deposit Insurance Corporation.

   b) Approved by the TTC as specified in Paragraph 9.5, Financial Institution Requirements, of this Contract.

5.1.11.5 The Contractor shall ensure that it is in compliance with its Internal Control Plan. For the purposes of this
Contract, adequate internal control procedures are, at a minimum, the controls set forth in Paragraph 6.0, Minimum Internal Control Requirements, of this SOW and require TTC approval. If the TTC determines that additional controls are necessary at any time during the term of the Contract, the Contractor shall implement such additional controls as required. The Contractor may propose and implement alternative procedures subject to the TTC’s approval in writing prior to implementation.

5.1.11.6 The Contractor shall be liable and responsible for all collection shortages (e.g., cashiering shortages) related to the accounts, which may occur during the contractor’s collection and processing activities.

5.1.12 Auditing of Contractor Records

5.1.12.1 Upon a minimum of one business day’s written notice, the TTC may audit, at the contractor’s place of business, any of the contractor’s records pertaining to the Contract. The Contractor is required to maintain all such records until the expiration of five years from the date of final payment under the Contract. In the event the Contractor’s place of business is not located in Los Angeles County, the Contractor shall reimburse the County for travel, per diem, and other expenditures for the TTC Contract Administrator and audit staff to travel to the place of business in order to audit the contractor’s records.

5.2 Commission and Referral Related

5.2.1 Refunds

The Contractor is responsible for all refunds to debtors for all payments received that exceed the assigned amount. If the contractor receives a payment that requires the issuance of a refund, the Contractor shall issue the refund to the debtor. If the contractor has already remitted the payment to the TTC, the Contractor will request the TTC to return the remitted payment in order to issue the refund to the debtor.
5.2.2 Direct Payments

On a weekly basis, the TTC shall notify the contractor of payments that the TTC or the TTC’s Client Department has received directly from the debtor (Direct Payments) on accounts assigned to the contractor. The TTC will remit a warrant to the contractor for the appropriate commission on Direct Payments. The TTC’s determination shall be final with regard to Direct Payments.

5.2.3 Franchise Tax Board Intercept Program and Treasury Offset Program

The Contractor shall not be entitled to any commission on payments received from the State of California Franchise Tax Board or through the U.S. Department of the Treasury Offset Program (e.g., Social Security and Internal Revenue Service); however, the Contractor shall collect any remaining balance outstanding and would be paid commission on those collections.

5.2.4 Uncollectible Accounts

5.2.4.1 The Contractor shall report accounts deemed to be uncollectible to the TTC and request the TTC to recall these uncollectible accounts from the contractor in accordance with Paragraph 4.3, Recall of Accounts from the Contractor. The Contractor shall have no rights to a commission for any sums thereafter, collected upon these accounts. If the contractor makes a recommendation for reassignment of an account, within 60 calendar days of returning said account, the TTC may, in its sole discretion, once again refer such account to the contractor, pursuant to Paragraph 4.1, Referral of Delinquent Miscellaneous Accounts to the Contractor. The Contractor shall be entitled to its commission for any sums thereafter collected upon such reassigned accounts.

5.2.4.2 The Contractor shall not collect any payments and/or retain commissions on accounts that the TTC has not assigned to the contractor, or accounts that have been returned to the TTC. In the event the contractor receives a payment on a returned account, the Contractor shall notify the TTC Contract Manager for further instructions.
5.2.5 Deceased Debtors

If the contractor is notified that a debtor is deceased, the Contractor shall send a recall request for all of the deceased debtor’s accounts to the TTC, pursuant to Paragraph 4.3, Recall of Accounts from the contractor. The Contractor shall only be entitled to commission on payments collected by the contractor prior to the date the contractor received notification that the debtor was deceased.

5.3 Additional Delinquent Account Collection Services

Subsequent to Contract Award, the TTC may request the Contractor to perform DACS other than those indicated in this SOW. Pricing for any additional DACS shall be in accordance with Exhibit B, Commission Rate. If the TTC agrees that the additional service is not similar to a service currently listed on Exhibit B, the TTC may negotiate a commission specific to the new service and incorporate that service into Exhibit B, Commission Rate, through the Change Notice process. If the TTC is unable to negotiate a commission with the contractor, the TTC may, at its sole discretion, direct another vendor to perform the additional service outside of this Contract.

5.4 Contract Termination/Expiration

5.4.1 Within 60 days of the effective date of the contract, the Contractor must meet the Information Security and Privacy Requirements pursuant to Appendix A1, Attachment 12, Information Security and Privacy Requirements, and receive written approval from the TTC to commence DACS. In the event the contractor is not able to fulfill these requirements, the TTC may terminate the contract and award the contract to the next highest ranked Proposer.

5.4.2 Upon termination or expiration of the Contract, the Contractor shall not continue working any referred accounts and the TTC will pay no commissions on payments received by the contractor after the date of termination or expiration.

5.4.3 At least 90 days prior to the expiration of the current Contract, or at a time determined by the TTC, the TTC shall commence the Wind Down process. (If the Contract is terminated, the Wind Down process shall commence immediately.) At the initiation of the Wind Down process, the TTC shall:

   a) Discontinue sending referrals to the current contractor.
b) Submit a Recall request instructing the Contractor to return all accounts electronically within 60 days of the request. The Contractor shall include the latest address and telephone number on all recall records. See Appendix A1, Attachment 6, Contractor Return Referral File Layout.

c) Request that the Contractor provide a listing of accounts where the debtor has filed bankruptcy, is deceased, or has disputed the account.

**5.4.4** The Contractor shall forward all funds received during the Wind Down period and/or after Contract expiration/termination to the TTC, in a manner acceptable to the TTC, within three business days of receipt.

**5.4.5** Upon notice of the Wind Down period and/or termination of the Contract, the Contractor shall send letters notifying all debtors that the contractor is no longer providing their services to the TTC and informing the debtors to submit payments directly to the TTC. The Wind Down letter shall also include a statement in Spanish that directs the reader to a telephone number to call if the recipient wishes to obtain additional information in Spanish. In a case where the contractor still receives payments after returning accounts to the TTC, the Contractor shall forward, within three business days, all payments received to the TTC in a manner acceptable to the TTC. The Contractor shall not be entitled to any commission for payments received after the termination of the Contract.

**5.4.6** No later than 45 days following Contract termination/expiration, the Contractor shall submit to the TTC, in the form and with the certification and reports as may be prescribed by the TTC, its termination claim and invoice. Invoice shall not include charges for work done after Contract termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the TTC may determine, based on information available to the TTC, the amount, if any, due to the contractor in respect to the termination. The TTC shall pay the amount of such determination to the Contractor and such determination shall be final.

**5.4.7** The Contractor shall maintain all records relating to their Contract performance for a minimum of 5 years after Contract termination. The TTC will have the right to inspect these records at any time within this 5-year period.
6.0 MINIMUM INTERNAL CONTROL REQUIREMENTS

6.1 General Requirements for the TTC

6.1.1 The Contractor shall provide written internal control procedures to the TTC within ten business days upon Contract Award, subject to the TTC approval, which should be maintained and periodically updated as necessary and/or as requested by the TTC; providing an updated copy for review and approval by the TTC within ten business days of the update/request. The Contractor shall periodically instruct its personnel in said procedures and office management staff should continuously monitor operations to ensure compliance therewith.

6.2 Contractor Mail Remittances

6.2.1 Cash handling and record keeping duties should be adequately separated by having different staff responsible for each duty. Mail shall be picked up by employees who do 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. Mail shall be opened by at least two employees in order to document and verify the amount of mail payments. These employees shall not have access to accounting records or be collectors.

6.2.2 Checks and money orders shall be restrictively endorsed when the mail is opened. The payments shall be logged into a Control Log showing the date of payment, payment instrument (e.g., check, money order, and cash), debtor’s name, amount received, and number of the payment instrument. Any cash received shall immediately be receipted and put in a safe or other secured location. The receipt shall be utilized for posting to the account. The actual checks and money orders shall be locked in a secure location with restrictive access until deposited during or at the end of the day. This location shall remain locked during the day. Two independent adding machine tapes shall be run on the receipts and actual cash and checks, then compared by a third person and initialed by the two mail openers.

6.3 Receipts

The following controls shall be in place to maintain accountability over receipts:

6.3.1 Receipts are not to be issued by collectors.
6.3.2 Receipts must be issued to the debtors.

6.3.3 Receipts shall be used in numerical order.

6.3.4 Issued receipts shall be numerically controlled.

6.3.5 If the receipts are not system generated, receipts must be kept in a secure place. Office management staff shall maintain accountability for all non-system generated receipt stock, and all used and voided receipts.

6.3.6 Employees who issue receipts shall not control used and unused receipt stock.

6.4 Additional Requirements

6.4.1 Walk-In Payments

Should the contractor accept walk-in payments, the Contractor must ensure that all walk-in payments are receipted for, in the presence of the debtor (or his/her representative) by an employee who does not have the ability to make adjustments to posted debtor accounts. A copy of the receipt must be given to the debtor (or his/her representative). Signs shall be posted instructing the debtor (or his/her representative) to request and get a receipt. At time of a walk-in payment, if requested by the debtor, the Contractor shall provide multilingual translation services, at a minimum in Spanish. Walk-in payments are also accepted at the office of the Treasurer and Tax Collector located at:

Kenneth Hahn Hall of Administration
225 N. Hill Street, First Floor
Los Angeles, California 90012
Business Hours:
Monday through Friday
8:00 a.m. to 5:00 p.m. (PT)
Excluding County Holidays

6.4.2 All Payments

6.4.2.1 All cash is to be secured; thereafter, the receipts corresponding to cash received shall be utilized for posting purposes. Unidentified, post-dated, and checks that have been returned for non-sufficient funds shall be accounted for and dispositioned on a separate log that
provides a complete audit trail from receipt to disposition. In the event an Unidentified Payment is a check or money order, a photocopy of it shall be retained, together with the log, in order to disposition the payment at a later date.

6.4.2.2 All payments, including Unidentified Payments, should be deposited daily. Duplicate deposit slips shall be retained for all deposits.

6.4.2.3 Office management staff shall reconcile mail payments and walk-in payments to the total amount of the deposit. The office management staff shall receive one copy of the mail payment's adding machine tape and the amount of walk-in payments, and compare them to the applicable amount of the daily deposit slips and the post-dated and unidentified check logs.

7.0 COMPLAINTS

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

7.1 Within ten days after the Contract effective date, the Contractor shall provide the County with the contractor's policy for receiving, investigating, and responding to user complaints.

7.2 The policy shall contain formal plans for specific actions and strict time deadlines to deal with complaints that cannot be resolved informally.

7.3 The County will review the contractor's policy and provide the contractor with approval of said policy or with requested changes.

7.4 If the County requests changes in the contractor's policy, the Contractor shall make such changes and resubmit the plan within five days for County's approval.

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

7.6 The Contractor shall notify the County's Contract Monitor of any verbal complaints within one business day of receiving the complaint. The Contractor shall notify the County's Contract Monitor of any written complaint, and provide a copy thereof, within three days of receiving the complaint.
7.7 The Contractor shall preliminarily investigate all complaints and notify the County’s Contract Monitor of the status of the investigation within five days of receiving the complaint.

7.8 Upon resolution of the complaint, the Contractor shall report its findings in writing to the County’s Contract Monitor. This report shall include a statement of the complaint, identification by name of the contractor employee(s) involved, results of contractor’s investigation of the complaint, and a statement regarding the corrective action taken to avoid a recurrence of such a complaint.

7.9 Copies of all written responses shall be sent to the County’s Contract Administrator within three days of mailing to the complainant.

7.10 The Contractor shall provide the TTC Contract Manager a monthly complaint report as set forth in Appendix A1, Attachment 11, Contractor Monthly Complaint Report, by the 10th of each month.

7.11 The Contractor shall maintain a master complaint log of all complaints received. The TTC retains the right to terminate the Contract in accordance with the Contract, Paragraph 8.43, Termination for Default, if the contractor does not take any action with regard to said complaint(s).

7.12 Escalated Complaints

Upon notification by the TTC of an escalated complaint, the Contractor will immediately cease all collection activity on named case(s) and respond within 24 hours with a report to the TTC. The report shall detail all information requested by the TTC regarding collection efforts.

8.0 ADDITIONAL REQUIREMENTS

The TTC does not anticipate assigning any TTC employees to assist the contractor on a full-time basis regarding services to be provided by the contractor pursuant to this Agreement. However, the TTC personnel will be made available to the contractor, at the TTC’s discretion, to provide input and assistance in order to answer questions and provide necessary liaison between the contractor and the TTC departments.

8.1 Various debt records and statistics of the TTC’s operations may be made available to the contractor for review and evaluation whenever deemed appropriate and feasible by the TTC, and as may be allowed by applicable law.
8.2 The Contractor shall furnish all labor, materials, supplies, personnel, equipment, and administrative support necessary to perform the services under the TTC Contract.

8.3 At the TTC’s sole discretion, the TTC may assign space, chairs, and desks, on a non-exclusive basis, for work area and related use by the contractor. In the event the TTC assigns space to the contractor, the Contractor shall use the space only for the purpose of the performance of services hereunder. The Contractor is prohibited from use of such space, desks, and chairs for purposes other than for the performance of the TTC Contract.

8.4 At the TTC’s sole discretion, the TTC may provide access to telephones, fax machines, and photocopying equipment, on a non-exclusive basis, for the purpose of the contractor’s performance of this Contract. The Contractor is prohibited from use of such equipment for the purposes other than for the performance of the Contract.

8.5 Location of Contractor

The Contractor shall maintain a business office within the contiguous United States of America and a toll free telephone number that clients may call to speak with the Contractor regarding their accounts. The Contractor’s business office address and a toll-free telephone number shall be clearly visible on Contractor’s letterhead used for all client communications. At a minimum, the business office should maintain continuous regular business hours of 8:00 a.m. to 5:00 p.m. (PT), Monday through Friday PT, with extended morning or evening hours on at least one day.

If the Contractor has an office within a 15-mile radius of Downtown Los Angeles Civic Center, the Contractor is required to maintain a telephone listing in Los Angeles County. This local business office shall also provide the ability for clients to make in-person payments and have a designated person(s) to maintain all of the records and reports required per this Contract.

8.6 Location of Contractor’s Collection Operations

The Contractor shall conduct all DACS for this Contract from offices physically located within the contiguous United States of America. The contractor shall not conduct DACS, for this Contract, within any physical or remote location outside the contiguous United States of America.
8.7 Telephone Services Requirements

8.7.1 The Contractor shall provide a toll free number so that debtors may be able to obtain information through an operator or automated system on the debt, such as status, amount due, payment options, etc.; remit payment, and establish a payment plan.

8.7.2 The Contractor shall offer multilingual translation options for the services mentioned in Section 8.7.1. At a minimum, any automated system to provide account information must offer both English and Spanish options.

8.7.3 The Contractor shall also provide a toll free number for hearing impaired with a telecommunication device that offers the services specified above.

8.8 Materials and Equipment

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

9.0 PROTECTION OF ELECTRONIC COUNTY INFORMATION

9.1 Data shall be exchanged in a format that is acceptable to the TTC

9.1.1 The Contractor shall exchange all data with the TTC electronically and securely through the SSH protocol with PGP encryption. No open source PGP software will be allowed.

9.2 Correspondence via Email

9.2.1 When email is exchanged between the contractor and the County, the content shall be kept at the absolute minimum to conduct business. Confidential/sensitive information shall not be sent via email.

9.2.2 The County will provide an email address as a destination for materials being exchanged through email.
9.3 Reports via Secured File Transfer Protocol Method

9.3.1 Reports and any other sensitive information shall be exchanged through the SSH protocol with PGP encryption. No open source PGP software will be allowed.

9.4 Formats and Schedules of Required Information and Data Exchanges

9.4.1 The formats and frequency of the required data/information electronic exchanges are set forth in Appendix A1, Attachment 2, Required Data/Informational Electronic Exchanges.

9.4.2 Any changes to the formats or frequency of the reports shall be provided to the contractor in writing by the TTC. From time to time, the TTC may request additional reports or one time only reports created from the contractor's existing data fields. The Contractor shall make such reports available to the TTC within one week from the TTC's request.

9.5 Additional Requirements

9.5.1 The Contractor shall adhere to physical and/or computer security safeguards as identified in Appendix A1, Attachment 12, the Information Security and Privacy Requirements.

9.5.2 The Contractor shall adhere to the encryption requirements identified in Appendix A1, Attachment 13, Data Encryption Requirements.

10.0 QUALITY CONTROL

The Contractor shall establish and maintain a written Quality Control Plan to ensure that the requirements of the Contract are met. The Quality Control Plan may be in a chart format. An updated copy must be provided by the contractor to the County’s Contract Administrator ten business days prior to the Contract start date and within ten business days when changes occur during the term of the Contract. The plan shall discuss, but not be limited to, the following:

10.1 Method of monitoring to ensure that Contract requirements are being met, covering at a minimum all the items listed on the Performance Requirements Summary (PRS) in Appendix B, SOW and Contract Technical Exhibits, Exhibit 2. It must specify the activities to be monitored by the contractor on either a scheduled or unscheduled basis, how often the monitoring will be performed, and the title of the individual(s) who will perform the monitoring;
10.2 The methods used by the contractor for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable and not in compliance with the Contract;

10.3 A record of all inspections conducted by the contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the TTC upon request;

10.4 The method for assuring that confidentiality of debtor information is maintained while in the care of the contractor;

10.5 The method for assuring that the contractor reviews the Business Continuity Plan (BCP) annually, updates the BCP when changes occur, and provides a copy of the updated BCP to the TTC;

10.6 The method for assuring new contractor employees will sign an Acknowledgement of Confidentiality Agreement prior to starting employment, and will understand and abide by its terms upon starting employment; and

10.7 On an ongoing basis, the contractor's performance will be compared to the Contract performance standards identified herein.

11.0 BUSINESS CONTINUITY PLAN

11.1 The Contractor shall provide a written BCP contingency plan for providing continuing services to the TTC in the event of an emergency that disrupts the contractor’s operations. An updated copy of the BCP must be provided by the contractor to the County’s Contract Administrator ten business days prior to the Contract start date and within ten business days when changes occur during the term of the Contract. This plan shall include, at a minimum, the following components:

- Process for notifying the TTC immediately of any catastrophe, disaster or disruption in service;
- Description of the contractor's disaster recovery solutions / plans;
- Location, including the address, phone number, and fax number of the alternate site location(s);
- Description of the Information Technology (IT) features to ensure the TTC’s information remains accessible and secure;
• Production capabilities of an alternate site;

• Timeline for operationalizing the BCP;

• Description of how vendor would operationalize the BCP (i.e., test, update plan) on an annual basis for DACS.

• Statement identifying the frequency in which the Contractor intends to conduct drills operationalizing the BCP.

12.0 QUALITY ASSURANCE PLAN

The TTC will evaluate the contractor’s performance under the Contract, using the quality assurance procedures as described in the Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County’s Quality Assurance Plan.

12.1 Mandatory Monthly Meetings

The Contractor shall meet, either in person, conference call, or web conference, with the TTC monthly or at any periodic interval as determined by the County’s Contract Administrator. Failure to attend mandatory monthly meetings, or at any periodic interval as determined by the County Contract Administrator will cause an assessment of $500.00 per occurrence.

The Contractor shall prepare meeting minutes and forward the minutes to the TTC for review no later than a week following the meeting date. Upon the TTC’s review and approval, Contractor shall distribute the minutes to the meeting attendees.


Verbal notification of a Contract discrepancy will be made to the Contract Monitor once a Contract discrepancy is identified. The problem shall be resolved within a time mutually agreed upon by the TTC and the contractor, however, not more than ten business days.

The TTC will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document from the TTC, the Contractor is required to respond in writing to the TTC within five business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted by the contractor to the TTC within ten business days.
12.3 Site Visits

In addition to departmental contracting staff, other TTC personnel may schedule a site visit to observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the contractor's performance.

13.0 RESPONSIBILITIES

COUNTY

The County’s and the Contractor’s responsibilities are as follows:

13.1 Contract Administration

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

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

13.2 County’s Personnel

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

13.2.1.1 The County’s Contract Administrator shall be responsible for ensuring that the objectives of this Contract are met and determining the contractor’s compliance with the Contract and inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the contractor.

13.2.1.2 The County’s Contract Administrator is responsible for providing overall direction to the contractor in the areas relating to the County policy, information requirements, and procedural requirements.

13.2.1.3 The County’s Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract except as permitted in accordance with Appendix C, Contract, Paragraph 8.1, Change Notices and Amendments, and is not authorized to further obligate the County in any respect whatsoever.

13.2.2 County’s Contract Manager

13.2.2.1 The responsibilities of the County’s Contract Manager include:

- As needed, requesting a meeting with the contractor’s Contract Manager; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the contractor.

13.2.2.2 The County’s Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

13.2.3 County’s Contract Monitor

The responsibility of the County’s Contract Monitor is to oversee the day-to-day activities of this SOW. The County’s Contract Monitor is responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by the contractor.
13.2.4 County’s Departmental Chief Information Officer

The Departmental Chief Information Officer is responsible for managing the planning, design, coordination, development, implementation, and maintenance of the Department’s information systems.

13.2.5 County’s Departmental Information Security Officer

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

CONTRACTOR

13.3 Contractor’s Personnel

13.3.1 Contractor’s Contract Administrator

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

13.3.1.2 The contractor’s Contract Administrator shall be responsible for the contractor’s performance of all tasks, deliverables, goods, services or other work provided by or on behalf of the contractor and ensuring the contractor’s compliance with the Contract.

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

13.3.2 **Contractor’s Contract Manager**

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

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

13.3.2.3 The contractor’s Contract Manager shall have full authority to act for the contractor on all matters relating to the daily operations of the Contract. The Contract Manager shall be available during normal work hours, 8:00 a.m. to 5:00 p.m. (PT), Monday through Friday, for telephone contact and to meet with the TTC personnel designated to discuss the operation of the Contract.

13.3.3 **Contractor’s Financial Manager**

13.3.3.1 The contractor’s Financial Manager is designated in Contract, Standard Exhibit F - Contractor’s Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor’s Contract Manager.

13.3.3.2 The Contractor shall assign a Financial Manager, to act as liaison for the Contractor and have full authority to act on behalf of the Contractor in all matters related to invoicing under the Contract. The Financial Manager shall be available on a daily basis, Monday through Friday, during the hours of 8:00 a.m. and 5:00 p.m. (PT)
for telephone contact and to meet with County personnel regarding any invoices issued under the Contract.

13.3.4 General

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

13.3.4.2 Personnel assigned by the Contractor to perform the required services shall at all times be employees of the Contractor. The Contractor shall have the sole right to hire, suspend, discipline, or discharge the aforementioned employee. However, any employee of the Contractor assigned to this Contract who in the opinion of the TTC is unsatisfactory, shall immediately be removed with cause from servicing the Contract. The Contractor shall not subcontract with any personnel for performance of services hereunder unless the provisions of the Contract, Subparagraph 8.40, are met.

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

14.0 HOURS/WORK DAY

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

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

The Contractor shall be required to provide services up to seven days a week, 24 hours per day, if necessary, to meet the requirements of the Contract.

15.0 PERFORMANCE REQUIREMENTS SUMMARY

15.1 All listings of services used in the PRS in Appendix B Statement of Work and Contract Technical Exhibits, Exhibit 2, are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service or deliverable seems to be created in the PRS, which is not clearly and forthrightly set forth in the Contract and/or the SOW that apparent service will be null and void and shall place no requirement on the Contractor.

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

• Require the Contractor to implement a CAP, subject to approval by the County. In the CAP, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

• Reduce payment to the Contractor by a computed amount based on the assessment in the PRS.

• Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance.

• Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten business days or the timeframe specified by the TTC shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor’s failure to perform said service(s), as determined by the County, shall be credited to the County on the
Contractor’s future invoice(s) under this Contract or any other County Contract.

- The TTC will require the Contractor to repay the County for any overpayments the Contractor received.

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

16.0 GENERAL CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE

Performance of a listed service is considered satisfactory when no discrepancies are found by the TTC through Contract monitoring or other means. When performance is unsatisfactory, the TTC may complete a CDR and send this to the Contractor. The Contractor shall then be required to respond to the CDR in writing within five business days explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented. The TTC’s Contract Administrator will evaluate the written response and at his/her sole discretion, determine whether the Contractor shall be responsible for full payment, partial payment, or if the Contract termination process is applicable.
STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 1 - WORKLOAD VOLUMES
ATTACHMENT 2 - REQUIRED DATA/INFORMATIONAL ELECTONIC EXCHANGES
ATTACHMENT 3 - TTC REFERRAL FILE LAYOUT
ATTACHMENT 4 - TTC PAYMENT/ADJUSTMENT FILE LAYOUT
ATTACHMENT 5 - TTC RECALL FILE LAYOUT
ATTACHMENT 6 - CONTRACTOR RETURN REFERRAL FILE LAYOUT
ATTACHMENT 7 - CONTRACTOR PAYMENT REMITTANCE FILE LAYOUT
ATTACHMENT 8 - CONTRACTOR MAINTENANCE INVENTORY FILE LAYOUT
ATTACHMENT 9 - COLLECTION REPORTS
ATTACHMENT 10 - COLLECTION REPORTS - OTHER
ATTACHMENT 11 - CONTRACTOR MONTHLY COMPLAINT REPORT
ATTACHMENT 12 - INFORMATION SECURITY AND PRIVACY REQUIREMENTS
ATTACHMENT 13 - DATA ENCRYPTION REQUIREMENTS
APPENDIX A1
STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 1 - WORKLOAD VOLUMES

These are historical workload statistics and the actual workload may fluctuate from month to month. There is no guarantee these numbers are indicative of future workload.

Related to these statistics, the average length of time from the date the debt was incurred to referral to the Contractor is four to eight months. The TTC does not guarantee any particular level of account referrals or the age of the accounts at referral during the course of the Contract.

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Number of Accounts</th>
<th>Relative Percentage by Account</th>
<th>Total Dollar Value</th>
<th>Collection*</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPSS</td>
<td>52,510</td>
<td>82.87%</td>
<td>$24,872,363</td>
<td>$549,631</td>
</tr>
<tr>
<td>NON-DPSS</td>
<td>10,856</td>
<td>17.13%</td>
<td>$5,113,764</td>
<td>$482,400</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>63,366</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$29,986,127</strong></td>
<td><strong>$1,032,031</strong></td>
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<tr>
<td>Average Balance Per Account</td>
<td></td>
<td></td>
<td>$473</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Number of Accounts</th>
<th>Relative Percentage by Account</th>
<th>Total Dollar Value</th>
<th>Collection*</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPSS</td>
<td>41,119</td>
<td>83.46%</td>
<td>$21,424,550</td>
<td>$493,143</td>
</tr>
<tr>
<td>NON-DPSS</td>
<td>8,148</td>
<td>16.54%</td>
<td>$11,653,984</td>
<td>$650,468</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>49,267</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$33,078,534</strong></td>
<td><strong>$1,143,611</strong></td>
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<tr>
<td>Average Balance Per Account</td>
<td></td>
<td></td>
<td>$671</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Number of Accounts</th>
<th>Relative Percentage by Account</th>
<th>Total Dollar Value</th>
<th>Collection*</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPSS</td>
<td>30,838</td>
<td>77.84%</td>
<td>$18,770,852</td>
<td>$300,682</td>
</tr>
<tr>
<td>NON-DPSS</td>
<td>8,778</td>
<td>22.16%</td>
<td>$9,315,680</td>
<td>$276,877</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>39,616</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$28,086,532</strong></td>
<td><strong>$577,559</strong></td>
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<tr>
<td>Average Balance Per Account</td>
<td></td>
<td></td>
<td>$709</td>
<td></td>
</tr>
</tbody>
</table>

*Please note that the funds collected could be related to accounts referred during any time period and not solely during the year reported above.
# APPENDIX A1

**STATEMENT OF WORK ATTACHMENTS**

**ATTACHMENT 2 - REQUIRED DATA/INFORMATIONAL ELECTRONIC EXCHANGES**

<table>
<thead>
<tr>
<th>Attachment #</th>
<th>Attachment Name</th>
<th>From/To SOW Section</th>
<th>Media Type</th>
<th>Delivery Frequency</th>
<th>Deliver To</th>
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<tbody>
<tr>
<td>TTD REFERRAL OF DELINQUENT MISC ACCTS TO CONTRACTOR</td>
<td>TTC Referral File Layout</td>
<td>TTC to Contractor 4.1</td>
<td>ASCII File</td>
<td>SFT</td>
<td>Weekly</td>
</tr>
<tr>
<td>3</td>
<td>TTC Referral File Layout</td>
<td>TTC to Contractor 4.1</td>
<td>ASCII File</td>
<td>SFT</td>
<td>Weekly</td>
</tr>
<tr>
<td>TTC PAYMENT &amp; ADJUSTMENTS TO CONTRACTOR RECORDS</td>
<td>TTC Payment/Adjustment File Layout</td>
<td>TTC to Contractor 4.2</td>
<td>ASCII File</td>
<td>SFT</td>
<td>Weekly</td>
</tr>
<tr>
<td>4</td>
<td>TTC Payment/Adjustment File Layout</td>
<td>TTC to Contractor 4.2</td>
<td>ASCII File</td>
<td>SFT</td>
<td>Weekly</td>
</tr>
<tr>
<td>TTC RECALL OF ACCOUNTS FROM CONTRACTOR</td>
<td>TTC Recall File Layout</td>
<td>TTC to Contractor 4.3</td>
<td>ASCII File</td>
<td>SFT</td>
<td>Weekly</td>
</tr>
<tr>
<td>5</td>
<td>TTC Recall File Layout</td>
<td>TTC to Contractor 4.3</td>
<td>ASCII File</td>
<td>SFT</td>
<td>Weekly</td>
</tr>
<tr>
<td>5</td>
<td>TTC Recalls related notes</td>
<td>TTC to Contractor 4.3</td>
<td>Varies</td>
<td>SFT</td>
<td>As Needed</td>
</tr>
<tr>
<td>CONTRACTOR RETURN REFERRALS</td>
<td>Contractor Return Referral File Layout</td>
<td>TTC 4.4</td>
<td>ASCII File</td>
<td>SFT</td>
<td>Weekly</td>
</tr>
<tr>
<td>6</td>
<td>Contractor Return Referral File Layout</td>
<td>TTC 4.4</td>
<td>ASCII File</td>
<td>SFT</td>
<td>Weekly</td>
</tr>
<tr>
<td>CONTRACTOR PAYMENT REMITTANCE</td>
<td>Contractor Payment Remittance File Layout</td>
<td>TTC 4.5</td>
<td>ASCII File</td>
<td>SFT</td>
<td>Weekly</td>
</tr>
<tr>
<td>7</td>
<td>Contractor Payment Remittance File Layout</td>
<td>TTC 4.5</td>
<td>ASCII File</td>
<td>SFT</td>
<td>Weekly</td>
</tr>
<tr>
<td>CONTRACTOR INVENTORY RECONCILIATION</td>
<td>Contractor Delinquent Account Inventory File Layout</td>
<td>TTC 4.6</td>
<td>ASCII File</td>
<td>SFT</td>
<td>Weekly</td>
</tr>
<tr>
<td>8</td>
<td>Contractor Delinquent Account Inventory File Layout</td>
<td>TTC 4.6</td>
<td>ASCII File</td>
<td>SFT</td>
<td>Weekly</td>
</tr>
<tr>
<td>OTHER INFORMATION EXCHANGES</td>
<td>Collection Reports</td>
<td>TTC 4.7</td>
<td>Excel File</td>
<td>SFT</td>
<td>Monthly</td>
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<td>9</td>
<td>Collection Reports</td>
<td>TTC 4.7</td>
<td>Excel File</td>
<td>SFT</td>
<td>Monthly</td>
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<tr>
<td>10</td>
<td>Other (all other information exchanges including correspondence)</td>
<td>Either Party</td>
<td>Varies</td>
<td>SFT</td>
<td>As Needed</td>
</tr>
<tr>
<td>11</td>
<td>Contractor Monthly Complaint Report</td>
<td>Contractor to TTC</td>
<td>Word File</td>
<td>SFT</td>
<td>Monthly</td>
</tr>
</tbody>
</table>
FIELD DESCRIPTION | FROM POSITION | TO POSITION | LENGTH | FORMAT / TYPE
---|---|---|---|---
Debtor Number | 5 | 14 | 10 | Right numeric 0 fill
Dept. Number | 15 | 18 | 4 | Alpha numeric left space fill
Sub Account | 19 | 22 | 4 | Alpha numeric left space fill
Original Assignment Date | 27 | 34 | 8 | Left numeric space fill MMDDYY
Leader Case Number | 35 | 49 | 15 | Alpha numeric space fill
Judgment Number | 50 | 64 | 15 | Alpha numeric space fill
Claim Date To | 81 | 88 | 8 | Left numeric space fill MMDDYY
Claim Date From | 89 | 96 | 8 | Left numeric space fill MMDDYY
Forward Principal | 97 | 106 | 10 | Right numeric 0 fill decimal assumed
Forward Interest | 107 | 116 | 10 | Right numeric 0 fill decimal assumed
Claim Description | 252 | 276 | 25 | Left space fill
Bill Date | 277 | 284 | 8 | Left numeric space fill MMDDYY
Name | 1882 | 1906 | 25 | Left space fill
Address 1 | 1907 | 1931 | 25 | Left space fill
Address 2 | 1932 | 1956 | 25 | Left space fill
City/State | 1957 | 1980 | 24 | Left space fill
ASCII
Fixed length
End of record CR/LF
No field delimiters
*S*YSTEMS CARS/DATA FILE TRANSFERS
### ATTACHMENT 4 - TTC PAYMENT/ADJUSTMENT FILE LAYOUT

<table>
<thead>
<tr>
<th>Field Description</th>
<th>From position</th>
<th>To position</th>
<th>Length</th>
<th>Format /Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transaction ID</td>
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<td>15</td>
<td>Alpha numeric</td>
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<tr>
<td>Debtor Number</td>
<td>16</td>
<td>25</td>
<td>10</td>
<td>Right numeric 0 fill</td>
</tr>
<tr>
<td>Client Number</td>
<td>26</td>
<td>30</td>
<td>5</td>
<td>Right numeric 0 fill</td>
</tr>
<tr>
<td>Amount</td>
<td>31</td>
<td>40</td>
<td>10</td>
<td>Right numeric 0 fill decimal</td>
</tr>
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<td>41</td>
<td>43</td>
<td>3</td>
<td>Right numeric 0 fill</td>
</tr>
<tr>
<td>Transaction Date</td>
<td>44</td>
<td>49</td>
<td>6</td>
<td>MMDDYY</td>
</tr>
<tr>
<td>Debtor Name</td>
<td>50</td>
<td>74</td>
<td>25</td>
<td>Alpha numeric</td>
</tr>
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<td>DRL#</td>
<td>75</td>
<td>84</td>
<td>10</td>
<td>Alpha numeric</td>
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<tr>
<td>Filler</td>
<td>85</td>
<td>90</td>
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**ASCII**

- Fixed length
- End of record CR/LF
- No field delimiters

* SYSTEMS CARS/DATA FILE TRANSFERS

**Intentionally Omitted**
### ATTACHMENT 5 - TTC RECALL FILE LAYOUT

<table>
<thead>
<tr>
<th>Field Description</th>
<th>From position</th>
<th>To position</th>
<th>Length</th>
<th>Format / Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

**Intentionally Omitted**

ASCII
Fixed length
End of record CR/LF
No field delimiters

* SYSTEMS CARS/DATA FILE TRANSFERS
RECALLS RELATED NOTES

Content to be determined once contract is awarded
APPENDIX A1
STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 6 - CONTRACTOR RETURN REFERRAL FILE LAYOUT

<table>
<thead>
<tr>
<th>Field Description</th>
<th>From position</th>
<th>To position</th>
<th>Length</th>
<th>Format /Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intentionally Omitted</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ASCII
Fixed length
End of record CR/LF
No field delimiters

* SYSTEMS CARS/DATA FILE TRANSFERS

Appendix A1 - Statement of Work Attachments
Delinquent Account Collection Services
April 2017
APPENDIX A1
STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 7 - CONTRACTOR PAYMENT REMITTANCE FILE LAYOUT

<table>
<thead>
<tr>
<th>Field Description</th>
<th>From position</th>
<th>To position</th>
<th>Length</th>
<th>Format /Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intentionally Omitted</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ASCII
Fixed length
End of record CR/LF
No field delimiters

* SYSTEMS CARS/DATA FILE TRANSFERS
APPENDIX A1
STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 8 - CONTRACTOR MAINTENANCE INVENTORY FILE LAYOUT

<table>
<thead>
<tr>
<th>Field Description</th>
<th>From position</th>
<th>To position</th>
<th>Length</th>
<th>Format /Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debtor Number</td>
<td>1</td>
<td>8</td>
<td>8</td>
<td>Numeric right justified</td>
</tr>
<tr>
<td>Filler</td>
<td>9</td>
<td>12</td>
<td>4</td>
<td>Spaces</td>
</tr>
<tr>
<td>Filler</td>
<td>13</td>
<td>36</td>
<td>24</td>
<td>Spaces</td>
</tr>
<tr>
<td>Agency Code</td>
<td>37</td>
<td>37</td>
<td>1</td>
<td>Alpha numeric</td>
</tr>
<tr>
<td>Debtor Name</td>
<td>38</td>
<td>66</td>
<td>29</td>
<td>Alpha numeric, left justified, space fill</td>
</tr>
<tr>
<td>Filler</td>
<td>67</td>
<td>67</td>
<td>1</td>
<td>Spaces</td>
</tr>
<tr>
<td>Date of Acknowledgement</td>
<td>68</td>
<td>73</td>
<td>6</td>
<td>MMDDYY</td>
</tr>
<tr>
<td>Original Principal</td>
<td>74</td>
<td>82</td>
<td>9</td>
<td>Numeric right justified, assumed decimal of 2 places, zero fill to the left</td>
</tr>
<tr>
<td>Adjustment to Principal</td>
<td>83</td>
<td>91</td>
<td>9</td>
<td>Numeric right justified, assumed decimal of 2 places, zero fill to the left</td>
</tr>
<tr>
<td>Last Payment Date</td>
<td>92</td>
<td>97</td>
<td>6</td>
<td>MMDDYY</td>
</tr>
<tr>
<td>Total Payments</td>
<td>98</td>
<td>106</td>
<td>9</td>
<td>Numeric right justified, assumed decimal of 2 places, zero fill to the left</td>
</tr>
<tr>
<td>Balance</td>
<td>107</td>
<td>115</td>
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<tr>
<td>Filler</td>
<td>116</td>
<td>116</td>
<td>1</td>
<td>Space</td>
</tr>
</tbody>
</table>

ASCII
Fixed length
End of record CR/LF
No field delimiters

* SYSTEMS CARS/DATA FILE TRANSFERS
## APPENDIX A1
### STATEMENT OF WORK ATTACHMENTS

#### ATTACHMENT 9 - COLLECTION REPORTS

**TTC COLLECTION STATISTICS**  
**AS OF FEBRUARY 29, 2016**

<table>
<thead>
<tr>
<th>Category</th>
<th>Month of February Count</th>
<th>Amount</th>
<th>Fiscal Year To Date Count</th>
<th>Amount</th>
<th>From Inception To Date Count</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Referral</td>
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<tr>
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<td>Adjustments</td>
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<tr>
<td>Collections</td>
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<td></td>
</tr>
<tr>
<td>Outside Collection Agency Remittance</td>
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</tr>
<tr>
<td>Direct Payments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collections Net of Commission</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Withheld by Outside Collection Agency</td>
<td></td>
<td></td>
<td></td>
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### Appendix A1 - Statement of Work Attachments
Delinquent Account Collection Services  
April 2017
# APPENDIX A1
## STATEMENT OF WORK ATTACHMENTS

### ATTACHMENT 9 - COLLECTION REPORTS

<table>
<thead>
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<th>Month</th>
<th>Dollars Assigned Number Assigned</th>
<th>Dollars Adjusted Number Adjusted</th>
<th>Net Dollars Assigned Number Assigned</th>
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<th>Month4</th>
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**Total Assigned by Month**

$0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$

**Total Collections by Month**

$0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$

**Average RCV% by Month**

0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%

**Inception to Date**

$0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$  $0.00$

**Recovery Rate Averages**

- 0-Month Avg.: 0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%
- 6-Month Avg.: 0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%
- 9-Month Avg.: 0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%  0.00%

Appendix A1 - Statement of Work Attachments
Delinquent Account Collection Services
April 2017
OTHER (all other information exchanges including correspondence)

Content to be determined once contract is awarded
### CONTRACTOR MONTHLY COMPLAINT REPORT

<table>
<thead>
<tr>
<th>Collector Name</th>
<th>Type of Allegation</th>
<th>No.</th>
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</table>

**Contractor Summary This Month**

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**Prepared By**

**Signature**

**Date**
APPENDIX A1
STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 12 - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Attachment sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the Term of the Contract. These procedures are in addition to the requirements of the Contract and the Business Associate Agreement between the parties. They present a minimum standard only. However, it is Contractor’s sole obligation to: (i) implement appropriate measures to secure its systems and data, including any of the foregoing that store, transmit, handle or interact in any way with County Confidential Information, including, but not limited to, Protected Health Information and Personal Data (collectively, "Personal Information"), against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Attachment II (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Attachment, capitalized terms shall have the meanings set forth in the Contract. County Confidential Information shall include Protected Health Information. Personal Data shall include "personal information" as defined in California Civil Code Section 1798.29(g).

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively “Information Security Policy”). The Information Security Policy will be communicated to all Contractor personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel and subcontractors for potential security risks and require all employees, contractors, and subcontractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor’s systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel and subcontractors with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel and subcontractors promptly report actual and/or suspected breaches of security.

3. **Removable Media.** Except in the context of Contractor’s routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personal Information to any form of Removable Media. For purposes of this Attachment II (Information Security and Privacy Requirements), “Removable Media” means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash...
4. **Storage, Transmission, and Destruction of Personal Information.** All Personal Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with law, including, but not limited to, the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices) all electronic Personal Information (stored and during transmission). If Personal Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor shall destroy such Personal Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personal Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personal Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive such that the Personally Information cannot be retrieved.

5. **Data Control; Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personal Information): (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personal Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

6. **Hardware Return.** Upon termination or expiration of the Contract or at any time upon County’s request, Contractor will return all hardware, if any, provided by County.

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1 Available at http://www.csrc.nist.gov/
2 Available at http://www.csrc.nist.gov/
3 Available at http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf
4 Available at http://www.csrc.nist.gov/
5 Available at http://www.csrc.nist.gov/
6 Available at http://www.csrc.nist.gov/
ATTACHMENT 12 - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

containing County Confidential Information to County. The County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon County’s request. Contractor’s destruction or erasure of Personal Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST SP 800-88, Guidelines for Media Sanitization⁷).

7. **Physical and Environmental Security.** Contractor facilities that process any County information, including but not limited to County Confidential Information, will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-malware software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

   a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;

   b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;

   c. Applications will include access control to limit user access to information and application system functions; and

   d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

⁷ Available at http://www.csrc.nist.gov/
APPENDIX A1
STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 12 - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

10. **IT Infrastructure Protection**
    Contractor must take all necessary precautions to detect and prevent the introduction of malicious code and suspicious activity within its IT infrastructure. Contractor must: (a) implement intrusion detection/prevention and anti-malware capabilities for its logical perimeter, Local Area Network (LAN), servers, mail servers, PCs, mobile devices and other devices that store, process and/or transmit County Confidential Information; (b) establish an appropriate blocking strategy on the network perimeter; (c) implement technical and administrative processes and controls to ensure that staff do not access external Internet email accounts or non-business related website from the Contractor network; and (d) implement filtering capability for blocking access to Internet sites that are deemed to be non-business related or present an information security risk.

11. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
    a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
    b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
    c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor’s environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Confidential Information.
    d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor’s Vice President of Audit, or such equivalent position. Any of County’s regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor’s own network security. If requested, copies of these
APPENDIX A1
STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 12 - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.

12. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party when applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the effective date of the Contract shall include:

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

b. **SSAE-16** – As to Hosting Services, if any, or use of any remote servers (e.g., cloud storage, software-as-a-service or SaaS) by Contractor:
   
   (i) Audit with spans of a full twelve (12) months of operation and produced every six (6) months (end of June, end of December).
   
   (ii) Resulting detailed report made available to County.

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

13. **Security Audits.** In addition to the audits described in Section 11 (Contractor Self Audit), during the Term of this Contract, County or its third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit (e.g., attestation of security controls) of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than thirty (30) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that
ATTACHMENT 12 - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, etc. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

14. Confidentiality

The following shall supplement Section 7.8 (Confidentiality) of the Contract.

a. Non-Exclusive Equitable Remedy. Contractor acknowledges and agrees that due to the unique nature of County Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity.

b. Compelled Disclosures. To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Contractor, the Contractor may disclose County Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing County Confidential Information pursuant thereto, the Contractor will so notify the County in writing and, if possible, the Contractor will provide the County notice not less than five (5) days prior to the required disclosure. The Contractor will use reasonable efforts not to release County Confidential Information pending the outcome of any measures taken by the County to contest, otherwise oppose, or seek to limit such disclosure by the Contractor and any subsequent disclosure or use of County Confidential Information that may result from such disclosure. The Contractor will cooperate with and provide assistance to the County regarding such measures. Notwithstanding any such compelled disclosure by the Contractor, such compelled disclosure will not otherwise affect the Contractor's obligations hereunder with respect to County Confidential Information so disclosed.

c. County Data. All County Confidential Information shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. County Confidential Information shall not be used by Contractor for any
APPENDIX A1
STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 12 - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

purpose other than as required under the Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third-parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

d. **Return of Confidential Information.** On County’s written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at County’s option, all originals and copies of all documents and materials it has received containing County Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at County’s option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the County Confidential Information, and provide a notarized written statement to County certifying that all such County Confidential Information has been delivered to County or destroyed, as requested by County.
1.1 DATA ENCRYPTION

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

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

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

1.1.3 Certification. The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions...
APPENDIX A1
STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 13 - DATA ENCRYPTION REQUIREMENTS
(2-16-16)

of this Subparagraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
# APPENDIX B

## STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBITS

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CONTRACT DISCREPANCY REPORT

TO: 
FROM: 
DATES: Prepared: ________________________________ 
          Returned by Contractor: ________________________________ 
          Action Completed: ________________________________

DISCREPANCY PROBLEMS:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

_________________________________________________                  _______________________________
Signature of County Representative                                             Date

CONTRACTOR RESPONSE (Cause and Corrective Action):
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

_________________________________________________                  _______________________________
Signature of Contractor Representative                                             Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

_________________________________________________                  _______________________________
Signature of Contractor Representative                                             Date

COUNTY ACTIONS:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

CONTRACTOR NOTIFIED OF ACTION:

County Representative’s Signature and Date ____________________________________________

Contractor Representative’s Signature and Date ____________________________________________
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<tr>
<td>Contract: Paragraph 7.0, Administration of Contract - Contractor; Paragraph 7.1, Contractor's Contract Administrator</td>
<td>Contractor shall notify the County in writing of any change in name or address of the Contractor’s Contract Administrator.</td>
<td>Inspection &amp; Observation</td>
<td>$50 per occurrence of failure to notify.</td>
</tr>
<tr>
<td>Contract: Paragraph 7.0, Administration of Contract - Contractor; Paragraph 7.2, Contractor’s Contract Manager</td>
<td>Notify TTC of Contract Manager/Alternate changes, with resume, within 5 business days.</td>
<td>Inspection, Observation &amp; Complaints</td>
<td>$50 per day that notification is late.</td>
</tr>
<tr>
<td>Contract: Paragraph 7.8, Confidentiality</td>
<td>Employee Acknowledgement and Confidentiality Agreement signed prior to beginning work under the Contract, and provided to TTC.</td>
<td>Review of reports; complaints</td>
<td>$100 per day per employee when form not signed as required. $1,000 per unauthorized release of information.</td>
</tr>
<tr>
<td>SPECIFIC PERFORMANCE REFERENCE</td>
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</tr>
<tr>
<td>Contract: Paragraphs 8.24, General Provisions for All Insurance Coverage, and 8.25, Insurance Coverage</td>
<td>Maintain required insurance policies and provide to TTC.</td>
<td>Receipt and review of insurance information.</td>
<td>$100 per each day certificates of insurance coverage and/or renewal certificates are provided past the deadlines established in Contract Paragraph 8.24.1.; and/or the TTC may withhold payments due; and/or the TTC may terminate the Contract.</td>
</tr>
<tr>
<td>Contract: Paragraph 8.38, Record Retention and Inspection/Audit Settlement</td>
<td>Contractor to maintain all required documents as specified in Contract Paragraph 8.38.</td>
<td>Inspection of files</td>
<td>$50 per occurrence of failure to produce required documents upon demand; $500 per occurrence requested documents are not produced within 48 hours of demand.</td>
</tr>
<tr>
<td>Contract: Paragraph 8.38, Record Retention And Inspection/Audit Settlement; Paragraph 8.38.4, Financial Statements</td>
<td>Provide required financial statements according to schedule.</td>
<td>Review of reports</td>
<td>$50 per each day that financial statements are not provided as required in Contract Paragraph 8.38.4.</td>
</tr>
<tr>
<td>Contract: Paragraph 8.40, Subcontracting</td>
<td>Contractor shall obtain County’s written approval prior to subcontracting any work.</td>
<td>Inspection &amp; Observation</td>
<td>$500 per occurrence; possible termination for default of Contract.</td>
</tr>
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</table>
## DELINQUENT ACCOUNT COLLECTION SERVICES
### PERFORMANCE REQUIREMENTS SUMMARY CHART

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<td>SOW: Paragraph 4.2, Payments and Adjustments to Contractor’s Records</td>
<td>Adjustments are posted accurately and per the agreed upon schedule as required in SOW Paragraph 4.2.1.</td>
<td>Debtor complaints, management reports, review accounts during on-site audits</td>
<td>$100 per each incomplete / inaccurate account adjustment posting. $100 per each day posting is processed after the agreed upon deadline.</td>
</tr>
<tr>
<td>SOW: Paragraph 4.3, Recall of Accounts from Contractor</td>
<td>Return accounts to TTC timely and as required. Stop debtor locate and collection activities immediately upon notification of recall.</td>
<td>Analyze reports and logs</td>
<td>$150 each day account is not returned after requested return date. $200 per account, if Contractor continues collection activities after notification of recall.</td>
</tr>
<tr>
<td>SOW: Paragraph 4.5, Payment Remittance to the TTC</td>
<td>TTC appropriately and timely notified of remittances; payments remitted to TTC timely and accurately.</td>
<td>Review of reports</td>
<td>$75 per day required email notification is late. $1,000 per incident of late remittance PLUS $75 per day remittance is late. $150 per incomplete/inaccurate remittance.</td>
</tr>
<tr>
<td>SOW: Paragraph 4.7, Other Information Exchanges Including Correspondence (Subparagraphs 4.7.1 and 4.7.2)</td>
<td>Provide TTC with required reports.</td>
<td>Review of reports</td>
<td>$100 per incomplete/inaccurate report. $100 per report per each day late.</td>
</tr>
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## DELINQUENT ACCOUNT COLLECTION SERVICES

### PERFORMANCE REQUIREMENTS SUMMARY CHART

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<tr>
<td>SOW: Paragraph 5.1.4, Disputes Between Contractor and Debtor</td>
<td>Stop locate and collection activities immediately. Notify the TTC within 3 business days after debtor disputes the amount.</td>
<td>Debtor complaints, on-site audits</td>
<td>$100 per day for each day notification of dispute is late. $150 per incident of locate or collection activities day on a disputed account.</td>
</tr>
<tr>
<td>SOW: Paragraph 5.1.7, Compromise Authority</td>
<td>Obtain and maintain documentation supporting negotiations to secure a compromise settlement per the County Code.</td>
<td>Review of accounts during on-site audits</td>
<td>$500 per improper or unauthorized compromise settlement. $250 if file documentation does not support compromise per guidelines.</td>
</tr>
<tr>
<td>SOW: Paragraph 5.1.8, Credit Reporting</td>
<td>No reporting of debtors to credit reporting agencies.</td>
<td>Debtor complaints</td>
<td>$500 per incident of debtor reported to credit reporting services.</td>
</tr>
<tr>
<td>SOW: Paragraph 5.1.9, Paid In Full letters</td>
<td>Issue paid in full letter on paid in full or settled accounts.</td>
<td>Debtor complaints</td>
<td>$150 per incident of failure to issue paid in full letter.</td>
</tr>
<tr>
<td>SOW: Paragraph 5.1.10, Debtor Payments on Assigned Accounts</td>
<td>Accept payments as specified and process payments on assigned accounts timely and as required.</td>
<td>Analyze reports, on site audits, debtor complaints</td>
<td>$100 per individual payment accepted on an account not assigned.</td>
</tr>
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## DELINQUENT ACCOUNT COLLECTION SERVICES

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<td>SOW: Paragraph 5.2.5, Uncollectible Accounts</td>
<td>Report and return accounts to TTC as required and in a timely manner.</td>
<td>Debtor complaints, review accounts during on-site audits</td>
<td>$100 per day per account not reported and returned in accordance with SOW Paragraph 4.4.1.</td>
</tr>
<tr>
<td>SOW: Paragraph 5.4, Contract Termination/Transition to New Contract</td>
<td>Stop locate and collection activities immediately upon termination or expiration of Contract term. Return accounts to TTC as required in SOW Paragraph 5.4.3; all funds received to be forwarded to TTC as required.</td>
<td>Review of accounts and reports</td>
<td>$100 per account per each day accounts are not returned as required in SOW Paragraph 5.4.3. $100 per day funds are forwarded late to TTC as required in SOW Paragraph 5.4.3. $100 per incident of locate or collection activities after termination or expiration of Contract term.</td>
</tr>
<tr>
<td>SOW: Paragraph 6.0, Minimum Internal Control Requirements</td>
<td>Maintain minimum internal controls as required.</td>
<td>Inspection during on-site audits</td>
<td>$250 per individual non-compliance incident.</td>
</tr>
<tr>
<td>SOW: Paragraph 6.0, Minimum Internal Control Requirements; Paragraph 6.1, General Requirements for the TTC; and Paragraph 6.4.2, All Payments</td>
<td>A written Internal Control Plan must be maintained and provided as required.</td>
<td>Receipt and review of Plan</td>
<td>$50 per each day the Plan is received past the deadline as stated in SOW Paragraph 6.1.1. $100 if Plan is incomplete.</td>
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### DELINQUENT ACCOUNT COLLECTION SERVICES

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

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<tr>
<td>SOW: Paragraph 7.0, Complaints</td>
<td>Complaints are received, logged, provided to TTC, investigated, and reports submitted as required.</td>
<td>On site audits; Analyze management reports (e.g. report log-ins); Review debtor complaints</td>
<td>$100 per each day the Contractor’s Complaint policy is received past the deadline as stated in SOW Paragraph .7.1 $100 per day the Monthly Complaint Report is late in accordance with SOW Paragraph 7.10. $200 for each complaint not reported to TTC as required in Paragraph 7.6.</td>
</tr>
<tr>
<td>SOW: Paragraph 10.0, Quality Control</td>
<td>A written Quality Control Plan must be maintained and provided as required.</td>
<td>Receipt and review of Plan</td>
<td>$50 per each day the Plan is received past the deadline as stated in Paragraph 11.1. $100 if Plan is incomplete.</td>
</tr>
<tr>
<td>SOW: Paragraph 11.0, Business Continuity Plan (BCP)</td>
<td>A written Business Continuity Plan must be maintained and provided as required.</td>
<td>Receipt and review of Plan</td>
<td>$50 per each day late as stated in Paragraph 11.1. $100 if Plan is incomplete.</td>
</tr>
<tr>
<td>SOW: Paragraph 12.1, Mandatory Monthly Meetings</td>
<td>Contractor’s representative to attend scheduled meetings.</td>
<td>Attendance</td>
<td>$500 per occurrence of failure to attend.</td>
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APPENDIX C

SAMPLE CONTRACT

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

DELINQUENT ACCOUNT COLLECTION SERVICES
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B COMMISSION RATE (NOT ATTACHED TO SAMPLE)
C STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBITS
D CONTRACTOR’S EEO CERTIFICATION
E COUNTY’S ADMINISTRATION
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G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT (FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION)
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I SAFELY SURRENDERED BABY LAW
J DEFAULTED PROPERTY TAX REDUCTION PROGRAM

UNIQUE EXHIBIT

K BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996
THIS DOCUMENT IS A REQUIRED COUNTY CONTRACT WHICH INCLUDES MANY OF THE COUNTY’S REQUIREMENTS FOR CONTRACTING AS OF THE ISSUANCE OF THE REQUEST FOR PROPOSALS (RFP). THE COUNTY MAKES NO REPRESENTATION OR WARRANTY THAT ALL OF THE PROVISIONS IN THIS REQUIRED COUNTY CONTRACT WILL BE INCLUDED IN ANY RESULTANT CONTRACT, THAT SUCH PROVISIONS WILL NOT BE MODIFIED IN ANY RESULTANT CONTRACT, OR THAT OTHER PROVISIONS WILL NOT BE INCLUDED IN ANY RESULTANT CONTRACT.
SAMPLE CONTRACT

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND

______________
FOR
DELINQUENT ACCOUNT COLLECTION SERVICES

This Contract and Exhibits made and entered into this ___ day of ____________, 2017 by and between the County of Los Angeles, hereinafter referred to as County and _________________, hereinafter referred to as Contractor, a ________________, with its principal place of business at ____________________.

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing a Delinquent Account Collection Services, as defined below; and

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

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

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

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

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Commission Rate
1.3 EXHIBIT C - Statement of Work and Contract Technical Exhibits
1.4 EXHIBIT D - Contractor's EEO Certification
1.5 EXHIBIT E - County's Administration
1.6 EXHIBIT F - Contractor’s Administration
1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement
   (Forms Required at the Time of Contract Execution)
1.8 EXHIBIT H - Jury Service Ordinance (Contractor Employee Jury Service)
1.9 EXHIBIT I - Safely Surrendered Baby Law
1.10 EXHIBIT J - Defaulted Property Tax Reduction Program

Unique Exhibit:

1.11 EXHIBIT K - Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996

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

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.
2.1 **Contract:** This agreement executed between the County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (SOW), Exhibit A.

2.2 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

2.3 **Contractor’s Contract Administrator:** The authorized individual designated by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor’s Contract Manager.

2.4 **Contractor Contract/Alternate Contract Manager:** The authorized individual designated by the Contractor to administer the Contract operations after the Contract Award.

2.5 **Contractor’s Financial Manager:** The individual designated by the Contractor to have full authority to act on behalf of the Contractor in all matters related to invoicing under the Contract after the Contract Award.

2.6 **County:** County of Los Angeles.

2.7 **County Data:** All of the County confidential information, data, records, and information of the County to which Contractor has access, or otherwise provided to the Contractor under this Contract.

2.8 **County’s Contract Administrator:** The person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County’s Contract Manager.

2.9 **County’s Contract Manager:** The authorized person designated by County’s Contract Administrator to manage the operations under this Contract. An alternate Contract Manager designated by the County shall be referred to as Alternate Contract Manager.

2.10 **County’s Contract Monitor:** The person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.

2.11 **Day(s):** Are calendar day(s), unless otherwise specified.

2.12 **Effective Date:** The date of approval of this Contract by County’s Board.
2.13 **Fiscal Year:** The 12 month period beginning July 1st and ending the following June 30th.

2.14 **Performance Requirements Summary (PRS):** Identifies the key performance indicators of the Contract that will be evaluated by the County to assure the Contractor (as specified in the SOW, Paragraph 15.0, [PRS]) meets Contract performance standards.

2.15 **Personal Data:** Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personal Data shall include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.

2.16 **Pretty Good Privacy Encryption:** Software used for encrypting and decrypting texts, e-mails, files, directories, and whole disk partitions to increase the security of e-mail communications over the Internet. It can also be used to send an encrypted digital signature that lets the receiver verify the sender's identity and know that the message was not changed in route.

2.17 **Quality Control Program:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in Exhibit A, SOW.

2.18 **Secure Shell (SSH) File Transfer Protocol (SFTP):** File transfer protocol to securely access and transfer files over a secure tunnel.

2.19 **Services:** Collectively, all functions, responsibilities, tasks, subtasks, deliverables, goods, and other services: (a) specifically identified in the SOW; (b) identified in this Contract as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Contract. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i) an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph, and not in conflict with Contractor's established methods of providing services and as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Contract, then such service or function shall be deemed to be part of the Services.
2.20 Treasurer and Tax Collector: The Department Head of the County’s Treasurer and Tax Collector, or his or her designee.

2.21 TTC: The County Treasurer and Tax Collector as a Department.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services, and other work as set forth herein including, but not limited to, Exhibit A – SOW.

3.2 The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to high professional standards as exist in the Contractor’s profession or field of practice.

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

4.0 TERM OF CONTRACT

4.1 The Contract Term shall be for a period of three years commencing upon approval by the Board or [to be determined at time of award], whichever is later, unless sooner terminated or extended in whole or in part, as provided in this Contract (Contract Term).

4.2 After the initial term, the County shall have the sole option to extend the Contract Term for up to three additional one-year periods and/or six month-to-month extensions, for a maximum total Contract Term of five years and six months. The County may exercise each such extension option at its sole discretion. In the event the County desires to renew the Contract by exercising an option term, the County shall provide Contractor with a written notice of intent to renew the Contract 30 calendar days prior to the expiration of the then current term of the Contract. The option to renew shall be set forth in writing, as provided in Subparagraph 8.1, Change Notices and Amendments in this Contract.

4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract Term extension option.

4.4 The Contractor shall notify the County’s Contract Administrator when this Contract is within six months of the expiration of the Contract Term as
provided for hereinabove. Upon occurrence of this event, the Contractor shall send a written notification to the County’s Contract Administrator at the address herein provided in Exhibit E - County’s Administration.

5.0 **COMMISSION RATE**

5.1 In accordance with the terms of this Contract, TTC will assign delinquent accounts, as defined in Exhibit A, Subparagraph 4.1 of the SOW, to Contractor for which Contractor shall retain a commission as set forth in Exhibit B, Commission Rate, on Gross Collections excluding:

a) Non-Sufficient Funds payments or chargebacks, as defined in Exhibit A, SOW, Section 4.5.3

b) Refunds, as defined in Exhibit A, SOW, Section 5.2.1

c) Franchise Tax Board Intercept Program and Treasury Offset Program, as defined in Exhibit A, SOW, Section 5.2.3

5.2 **Commission Payments**

The Contractor shall retain their commission and remit Net Collections to the TTC each Friday in the format designated in Exhibit A, Paragraph 5.0, Specific Work Requirements of the SOW and Exhibit A, Subparagraph 4.5, Payment Remittance to the TTC, of the SOW.

5.3 **Commission Rate**

The Contractor's Commission Rate shall remain firm and fixed for the term of the Contract in accordance with Exhibit B, Commission Rate of this Contract.

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

5.5 **No Commission Payment for Services Provided Following Expiration/ Termination of Contract**

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY’S ADMINISTRATION

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

County Personnel

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

6.1 COUNTY’S CONTRACT ADMINISTRATOR

6.1.1 The County’s Contract Administrator is designated in Exhibit E – County’s Administration. The County shall contact the Contractor in writing of any changes in the name or address of the County’s Contract Administrator.

6.1.2 The County’s Contract Administrator shall be responsible for ensuring that the objectives of this Contract are met and determining Contractor’s compliance with the Contract and inspecting all tasks, deliverable, goods, services, or other work provided by or on behalf of the Contractor.

6.1.3 The County’s Contract Administrator is responsible for providing overall direction to Contractor in the areas relating to the County policy, information requirements, and procedural requirements.

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

6.2 COUNTY’S CONTRACT MANAGER

6.2.1 The responsibilities of the County’s Contract Manager/Alternate Contract Manager include:

- As needed, requesting meetings with the Contractor’s Contract Manager; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.2.2 The County’s Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 COUNTY’S CONTRACT MONITOR

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

6.4 COUNTY’S DEPARTMENTAL CHIEF INFORMATION OFFICER

The Departmental Chief Information Officer is responsible for managing the planning, design, coordination, development, implementation, and maintenance of the TTC’s information systems.

6.5 COUNTY’S DEPARTMENTAL INFORMATION SECURITY OFFICER

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

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

Contractor Personnel

The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.
The Contractor shall be required to background check its employees as set forth in Subparagraph 7.7, Background and Security Investigations, of this Contract.

7.1 CONTRACTOR’S CONTRACT ADMINISTRATOR

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

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

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

7.2 CONTRACTOR’S CONTRACT MANAGER

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

7.2.2 The Contractor shall assign a Contract Manager, and a designated alternate (Alternate Contract Manager), to act as liaison for the Contractor and have full authority to act on behalf of the Contractor in all matters related to the daily operation of the Contract. The Contract Manager, or the Alternate Contract Manager, shall be available on a daily basis, Monday through Friday, during the hours of 7:00 a.m. and 4:00 p.m. (Pacific Time [PT]) either by telephone or to meet with County personnel regarding the operation of the Contract.
7.3 CONTRACTOR’S FINANCIAL MANAGER

7.3.1 The Contractor’s Financial Manager is designated in Exhibit F - Contractor’s Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.

7.3.2 The Contractor shall assign a Financial Manager, to act as liaison for the Contractor and have full authority to act on behalf of Contractor in all matters related to invoicing under the Contract.

7.3.3 The Financial Manager shall be available on a daily basis, Monday through Friday, during the hours of 9 a.m. and 4 p.m. (PT) either by telephone or to meet with County personnel regarding any invoices issued under the Contract.

7.4 NOTICE OF PERSONNEL CHANGES

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

7.5 APPROVAL OF CONTRACTOR’S STAFF

The County has the absolute right to approve or disapprove all of the Contractor’s staff performing work hereunder and any proposed changes in the Contractor’s staff including, but not limited to, the Contractor’s Contract Administrator. The County may request that Contractor’s staff be immediately removed from working on this Contract at any time during the Contract Term.

7.6 CONTRACTOR’S STAFF IDENTIFICATION

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

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

7.6.3 The Contractor shall notify the TTC within one day when staff is terminated from working under this Contract. The Contractor shall retrieve and immediately destroy the staff’s County photo ID badge at the time of removal from the Contract.

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

7.7 BACKGROUND AND SECURITY INVESTIGATIONS

7.7.1 Each of Contractor’s staff performing work under this Contract who is in a designated sensitive position, as determined by the TTC in the TTC’s sole discretion, shall undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice (DOJ) to include state, local, and federal level review, which may include, but not be limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of the Contractor’s staff passes or fails the background investigation.

7.7.2 A member of Contractor’s staff shall not begin to perform services under the Contract until he/she has successfully passed a background investigation to the satisfaction of the TTC.
During the Contract Term, if the TTC receives a subsequent disqualifying factor for a member of the Contractor’s staff, the TTC shall request that the member of the Contractor’s staff be immediately removed from performing services under the Contract. Contractor shall promptly comply with the TTC's request.

The TTC will request the Contractor to advise the Contractor's staff member who did not pass the background investigation or who received a subsequent disqualifying factor to contact the TTC immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the TTC's background investigation.

The TTC may request that Contractor’s staff be immediately removed from working on this Contract at any time during the Contract Term.

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

Disqualification of any member of the Contractor’s staff pursuant to this Subparagraph 7.7 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.8 CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all records and information including, but not limited to, billing and sensitive financial information, County records, data and information, Personal Data, County Data, any information relating to County's customers, users, patients, partners, or personnel, and any other data, records, and information received, obtained and/or produced under the provisions of this Contract (County Confidential Information) in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality including, without limitation, the County policies concerning IT security and the protection of confidential records and information.
7.8.2 The Contractor’s employees may use data received from the County only to perform functions as defined by this Contract.

7.8.3 Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the County, are allowable. Any other use or disclosure of data received requires the express approval in writing from the County. No work shall duplicate, disseminate, or disclose any data except as allowed in this Contract.

7.8.4 Access to data received from the County shall be restricted only to workers who need the data to perform their official duties in the performance of this Contract.

7.8.5 Contractor employees, who access, disclose, or use the data for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

7.8.6 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs, and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Subparagraph 7.8, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor’s indemnification obligations under this Subparagraph 7.8 shall be conducted by the Contractor and performed by the Counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel including, without limitation, County Counsel and to reimbursement from the Contractor for all costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County’s prior written approval.
7.8.7 The Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.8.8 The Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement,” Exhibit G1.

7.8.9 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Employee Acknowledgment and Confidentiality Agreement,” Exhibit G2.

7.8.10 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Non-Employee Acknowledgment and Confidentiality Agreement,” Exhibit G3.

7.8.11 During the Contract Term, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the County’s Contract Administrator whenever changes in personnel occur.

7.8.12 In connection with this Contract and performance of the Services, Contractor may be provided or obtain, from County or otherwise, Personal Data, pertaining to County’s current and prospective personnel, directors and officers, agents, subcontractors, patients, and customers and may need to process such Personal Data and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the Services. Without limiting any other warranty or obligation specified in this Contract, and in particular the confidentiality provisions of this Subparagraph 7.8, Confidentiality, during the Contract Term and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personal Data in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Personal Data to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by the County. Contractor represents and warrants that Contractor will use and process Personal Data only in compliance with (a) this Contract, (b) County’s then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future...
laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection). Contractor will not retain any Personal Data for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personal Data in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personal Data.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

8.1.1 The County reserves the right to initiate change notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed with a Change Notice signed by the Contractor and by the County's Contract Administrator.

8.1.2 For any change, which affects the Contract Sum and/or SOW that does not materially alter the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her designee, provided County Counsel approval is obtained prior to execution of such Amendment(s).

8.1.3 For any change which affects the Contract Term, the Contract Sum, and/or SOW under this Contract, that materially alters the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Board or its authorized designee.

8.1.4 The County's Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the Contract Term. The County reserves the right to add and/or change such provisions as required by the County's Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her designee.

8.1.5 The Treasurer and Tax Collector or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. For the exercise of the TTC's additional optional one-year periods and/or six month-to-month
extensions, a written notice shall be prepared and signed by the Treasurer and Tax Collector or his/her designee and delivered to the Contractor 30 calendar days prior to the expiration of the then current Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, the County's consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor’s duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County’s express prior written approval, shall be a material breach of the Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.
8.3 Warranties

8.3.1 The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3.2 The Services will be performed in a professional, competent, and timely manner by appropriately qualified Contractor personnel in accordance with this Contract and consistent with industry best practices.

8.3.3 There is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract.

8.3.4 To the extent permissible under the applicable third party Contracts, Contractor hereby assigns and agrees to deliver to the County all representations and warranties received by Contractor from its third party licensors and suppliers, including hardware vendors.

8.3.5 During the Contract Term, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of the County, and without providing in such subordination instrument for non-disturbance of County’s use of the System (or any part thereof) in accordance with this Contract. This Contract and the System Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges, nor subordinate to any right or claim of any third party, including Contractor’s creditors. County is entitled to use the System without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the System contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading.

8.3.6 County’s remedies under the Contract for the breach of the warranties set forth in this Contract will include, but not be limited to, the repair or replacement by Contractor, at its own expense, of the non-conforming System Software and other corrective measures afforded to the County by Contractor under this Contract.
8.4 BUDGET REDUCTIONS

In the event that the County’s Board adopts, in any fiscal year, a County Budget, which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the Contract Term (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County’s notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board’s approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints. The procedures shall include the procedures listed in Paragraphs 8.5.1 through 8.5.7 of the Contract and Paragraph 7.0 Complaints of the SOW.

8.5.1 Within ten days after the Contract effective date, the Contractor shall provide the County with the Contractor’s policy for receiving, investigating, and responding to user complaints.

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

8.5.3 If the County requests changes in the Contractor’s policy, the Contractor shall make such changes and resubmit the plan within five days for County’s approval.

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

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County’s Contract Administrator of the status of the investigation within five days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted, which adheres to formal plans for specific actions and strict time deadlines.
8.5.7 Copies of all written responses shall be sent to the County’s Contract Administrator within three days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense and legal costs, accounting, and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined by the County in its sole judgment. Any legal defense pursuant to Contractor’s indemnification obligations under this Subparagraph 8.6 shall be conducted by the Contractor and performed by the Counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without County’s prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.

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

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

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

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Contract Term. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a Term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission, which negatively reflects on the Contractor’s quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice, which negatively reflects on same; (3) committed an act or offense, which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled
date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting
documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

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

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

To the extent applicable, the Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County’s policy to encourage all County Contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. Information and posters for printing are available at www.babysafela.org.

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
8.14.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor’s duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall, during the Contract Term maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY’S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. The Contractor shall repay all costs for such repairs incurred by the County as determined by the County, by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS

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

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

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

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

8.20.4 In the event a force majeure event continues for more than five days, County may terminate this Contract by providing written notice to Contractor. Notwithstanding the foregoing, a force majeure event will not relieve Contractor of its obligations under Attachment 12 to Exhibit A - SOW Information Security and Privacy Requirements and Subparagraph 7.8, Confidentiality.

8.21  GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Subparagraph 7.8, Confidentiality.

8.23 INDEMNIFICATION

8.23.1 The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (County Indemnitees) from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.23.2 The Contractor shall indemnify, hold harmless, and defend County from and against any and all liability, damages, costs, and expenses including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any
third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's System and/or Services under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

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

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

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has
been given Insured status under the Contractor’s General Liability policy, shall be delivered to the County at the address shown below and provided 15 days prior to commencing services under this Contract.

- Renewal Certificates shall be provided to the County not less than ten days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions (SIRs) exceeding $50,000.00, and list any County required endorsement forms.

- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

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

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 Cancellation of or Changes in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Subcontractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.
8.25 **INSURANCE COVERAGE**

8.25.1 **Commercial General Liability**

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

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

8.25.2 **Automobile Liability**

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

8.25.3 **Workers’ Compensation and Employers’ Liability**

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

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

8.25.5 Profession Liability/Errors and Omissions

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

8.25.6 Privacy/Network Security (Cyber)

Liability coverage providing protection against liability for (1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; and (5) unauthorized access to or use of computer systems with limits not less than $15 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following the Contract's expiration, termination, or cancellation.

8.25.7 Performance Bond

Contractor shall furnish to County, Per Government Code Section 26221, a Faithful Performance Bond in the sum of not less than $10,000 payable to the County of Los Angeles and executed by a corporate surety licensed to do business as a surety in the State of California. Such bond shall be
conditioned upon faithful performance by Contractor of the terms and conditions of this Contract and shall be renewed by Contractor to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Treasurer and Tax Collector, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Treasurer and Tax Collector, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Treasurer and Tax Collector, or his/her designee, in a written notice describing the reasons for said action.

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

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

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

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable federal and state anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with the provisions of Exhibit D, Contractor’s EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow the County representatives access to the Contractor’s employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

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

8.29 NON EXCLUSIVITY

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

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

8.31 DISPUTE RESOLUTION PROCEDURE

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

8.31.1 Contractor and County agree to act with urgency to mutually resolve any disputes, which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Subparagraph 8.31, Dispute Resolution Procedure, (such provisions shall be collectively referred to as the “Dispute Resolution Procedure”). Time is of the essence in the resolution of disputes.

8.31.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, which the County determines should be delayed as a result of such dispute.

8.31.3 If Contractor fails to continue without delay its performance hereunder which the County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs, which may be incurred by the Contractor or County as a result of Contractor’s failure to continue to so perform shall be borne by the Contractor, and Contractor shall make no claim whatsoever against the County for such costs. Contractor shall promptly reimburse the County for such County costs, as determined by the County, or County may deduct all such
additional costs from any amounts due to the Contractor from the County.

8.31.4 If County fails to continue without delay to perform its responsibilities under this Contract, which County determines should not be delayed as a result of such dispute, then any additional costs incurred by the Contractor or the County as a result of County’s failure to continue to so perform shall be borne by the County, and County shall make no claim whatsoever against the Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by the County.

8.31.5 In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to their respective Contract Managers for the purpose of endeavoring to resolve such dispute.

8.31.6 In the event that the Contract Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties’ respective Contract Administrators for further consideration and discussion to attempt to resolve the dispute.

8.31.7 In the event that the Contract Administrators are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor’s president or equivalent and the Treasurer and Tax Collector, or his/her designee. These persons shall have ten days to attempt to resolve the dispute.

8.31.8 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.

8.31.9 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three levels described in this Subparagraph 8.31, Dispute Resolution Procedure, the efforts to resolve a dispute shall be undertaken by conference between the parties’ respective representatives, either
orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.

8.31.10 Notwithstanding any other provision of this Contract, County's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Subparagraph 7.8, Confidentiality, shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that the County may have against the Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.31.11 Contractor shall bring to the attention of the County's Contract Manager and/or County's Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

To the extent applicable, the Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law, of this Contract. Additional information is available at www.babysafela.org.

8.34 NOTICES

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 CALIFORNIA PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor, all information obtained in connection with the County’s right to audit and inspect the Contractor’s documents, books, and accounting records pursuant to Subparagraph 8.38, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 625, et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

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

- The Contractor shall develop all publicity material in a professional manner; and

- During the Term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Contract Administrator. The County shall not unreasonably withhold written consent.

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

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information shall be kept and maintained by the Contractor and shall be made available to the County during the Term of this Contract and for a period of five years thereafter unless the County’s written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County’s option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County’s Auditor-Controller (A-C) within 30 calendar days of the Contractor’s receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

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

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

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

8.40 SUBCONTRACTING

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

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

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

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

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

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

8.40.6 The County’s Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County’s consent to subcontract.

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

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

Before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

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

8.42 TERMINATION FOR CONVENIENCE

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

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

- Stop work under this Contract on the date and to the extent specified in such notice; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

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

8.43 TERMINATION FOR DEFAULT

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

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

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

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

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

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

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.45 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 EFFECT OF TERMINATION

8.48.1 In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing: (a) Contractor shall continue the performance of this Contract to the extent not terminated; (b) Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to the County all completed Services and Services in progress, in a media reasonably requested by the County; (c) County will pay to the Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate); (d) Contractor shall return to the County all monies paid by the County, yet unearned by the Contractor, including any prepaid fees if applicable; (e) Contractor shall promptly return to the County any and all of the County's Confidential Information that relates to the portion of the Contract or Services terminated by the County, including all County Data, in a media reasonably requested by the County.
8.48.2 Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract, which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

8.48.3 Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to the County hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to the County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Contract, Contractor shall fully cooperate with the County in the transition of the County to a new system, toward the end that there be no interruption of County’s day-to-day operations due to the unavailability of the System during such transition.

8.48.4 For 90 days prior to the expiration date of this Contract, or upon notice of termination of this Contract (Transition Period), Contractor shall assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order. In addition, upon the expiration or termination of this Contract, County may require Contractor to provide services in the form of Additional Work to assist County to transition System operations from Contractor to County or County's designated third party (Transition Services). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by the Contractor, Contractor shall perform Transition Services at no cost to the County. Contractor shall provide the County with all of the Transition Services as provided in this Subparagraph 8.48.4. The duty of Contractor to provide such Transition Services shall be conditioned on the County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by the County, other than a failure by the County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Subparagraph 8.48.4 in any court of competent jurisdiction and Contractor hereby waives any defense
that damages are an adequate remedy. Compliance with this Subparagraph 8.48.4 by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

8.48.5 County shall have the rights set forth in Subparagraph 8.56 to access any County Data, without limitation.

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

8.49 VALIDITY

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

8.50 USE OF COUNTY SEAL AND/OR TREASURER AND TAX COLLECTOR LOGOS

The County claims right, title, and interest in and to certain intellectual property including, but not limited to, the current and former County Seals and TTC logos (collectively, County Seals). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals, or (ii) create derivative works of the County Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment, or delegation without such consent shall be null and void.

8.51 WAIVER

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

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

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

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

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

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

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

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

8.55 TIME OFF FOR VOTING

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

8.56 WORK PRODUCT AND BACKGROUND INTELLECTUAL PROPERTY

Ownership of County Data. All County Data provided or made accessible
by the County to the Contractor is, and shall remain the property of the
County. Upon termination or expiration of the Contract for any reason, or
upon County's written request at any time, the Contractor shall provide the
County, at no additional cost and no later than 15 calendar days after the
termination, expiration or the County's request, any County Data (including
any County Data or information stored as part of the System) or other
proprietary data belonging to the County stored within the System. Such
data will be provided to the County on an external media drive in a
platform-agnostic format or in any specific format reasonably requested by
the County. At the County's option, the Contractor shall destroy all
origins and copies of all such data and other related information or
documents.

8.57 DATA DESTRUCTION

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

http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201

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

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

8.58 TIME IS OF THE ESSENCE

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

8.59 NO OFFSHORE WORK

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

8.60 COUNTERPARTS

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

8.61 SEVERABILITY

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

8.62 CONTRACT DRAFTED BY ALL PARTIES

This Contract is the result of arm’s length negotiations between the parties. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Contract shall be construed to have been drafted by all parties such that any ambiguities in this Contract shall not be construed against either party.
8.63 NO THIRD PARTY BENEFICIARIES

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

8.64 GREEN INITIATIVES

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

8.65 SURVIVAL

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

Paragraph 5.5 (No Commission Payment for Services Provided Following Expiration/Termination of Contract)
Paragraph 7.8 (Confidentiality)
Paragraph 8.6 (Compliance with Applicable Law)
Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)
Paragraph 8.23 (Indemnification)
Paragraph 8.24 (General Provisions for All Insurance Coverage)
Paragraph 8.25 (Insurance Coverage)
Paragraph 8.31 (Dispute Resolution Procedure)
Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)
Paragraph 8.48 (Effect of Termination)
Paragraph 8.63 (No Third Party Beneficiaries)
Paragraph 8.65 (Survival)

8.66 PROTECTION OF ELECTRONIC COUNTY INFORMATION

8.66.1 The Contractor shall adhere to physical and/or computer security safeguards as identified in Exhibit A-1, Attachment 12, the Information Security and Privacy Requirements.
8.66.2 The Contractor shall adhere to the encryption requirements identified in Exhibit A-1, Attachment 13, Data Encryption Requirements.

8.67 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE HUMAN TRAFFICKING

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

9.1.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the “HIPAA Rules”). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit K in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit K, Business Associate Under HIPAA.

9.2 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of the County’s ordinance entitled Local Small Business Enterprise (LSBE) Preference Program, as codified in Chapter 2.204 of the County Code.
9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

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

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

1. Pay to the County any difference between the Contract amount and what the County’s costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1) above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and


The above penalties shall also apply to any business that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a Contract Award.

9.3 SOCIAL ENTERPRISE PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the County’s ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

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

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

1. Pay to the County any difference between the contract amount and what the County’s costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of the contract; and


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

9.4 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.4.1 This Contract is subject to the provisions of the County’s ordinance entitled Disabled Veteran Business Enterprise Preference Program (DVBE), as codified in Chapter 2.211 of the County Code.
9.4.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

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

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

1. Pay to the County any difference between the Contract amount and what the County’s costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1) above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and


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

9.5 FINANCIAL INSTITUTION REQUIREMENTS

Contractor’s financial institution must meet the minimum ratings, as defined by the County of Los Angeles TTC. The minimum ratings required will be a rating of “A”, regardless of numerical or symbolic qualifiers (1, 2, 3, +, or -), from at least two of three ratings agencies used by the TTC.
which are Moody's, Standard & Poor's, and Fitch. This requirement must be met at the time of the Contract award and when contract extensions are exercised, unless otherwise agreed to by both the TTC and the Contractor. In the event that Contractor's financial institution fails to maintain the minimum rating, County reserves the right to require the Contractor to replace its financial institution with another financial institution that meets the minimum rating requirement.
IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board thereof, the day and year first above written.

CONTRACTOR: (_____ Name _____)

By ________________________________

_______________________________
Name

_______________________________
Title

COUNTY OF LOS ANGELES

By______________________________
Chairman, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer
of the Board of Supervisors

By______________________________

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By______________________________

Deputy County Counsel
# EXHIBITS TO THE CONTRACT

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EXHIBIT A

STATEMENT OF WORK

(NOT ATTACHED TO SAMPLE)
COMMISSION RATE

(NOT ATTACHED TO SAMPLE)
STATEMENT OF WORK AND
CONTRACT TECHNICAL EXHIBITS

(NOT ATTACHED TO SAMPLE)
EXHIBITS TO THE CONTRACT

EXHIBIT D

CONTRACTOR’S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION

YES  NO

1. Proposer has written policy statement prohibiting discrimination in all phases of employment. ( ) ( )

2. Proposer periodically conducts a self-analysis or utilization analysis of its work force. ( ) ( )

3. Proposer has a system for determining if its employment practices are discriminatory against protected groups. ( ) ( )

4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables. ( ) ( )

_________________________________________  ________________________
Signature   Date

Name and Title of Signer (please print)
EXHIBITS TO THE CONTRACT

EXHIBIT E

COUNTY’S ADMINISTRATION

CONTRACT NO. _________________

COUNTY CONTRACT ADMINISTRATOR:
Name: Kathleen Gloster
Title: Assistant Treasurer and Tax Collector, TTC
Address: 225 N. Hill Street, Room 100
Los Angeles, CA  90012
Telephone: (213) 974-2077
Facsimile: (213) 680-3633
E-Mail Address: kgloster@ttc.lacounty.gov

COUNTY CONTRACT MANAGER:
Name: Bruce Robert
Title: Operations Chief, TTC
Address: 225 N. Hill Street, Room 109
Los Angeles, CA  90012
Telephone: (213) 893-7968
Facsimile: (213) 633-5014
E-Mail Address: brobert@ttc.lacounty.gov

COUNTY CONTRACT MONITOR:
Name: Elizabeth Ginsberg
Title: Operations Chief, TTC
Address: 500 West Temple Street, Room 462
Los Angeles, CA  90012
Telephone: (213) 974-3385
Facsimile: (213) 626-1701
E-Mail Address: eginsberg@ttc.lacounty.gov

Exhibits to the Contract
Delinquent Account Collection Services
April 2017
EXHIBITS TO THE CONTRACT

EXHIBIT E

COUNTY’S ADMINISTRATION

COUNTY DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO):
Name: Ron Moskowitz
Title: Departmental Chief Information Officer
Address: 500 West Temple Street, Room 409
Los Angeles, CA  90012
Telephone: (213) 974-7618
Facsimile: (213) 217-4974
E-Mail Address: rmoskowitz@ttc.lacounty.gov

COUNTY DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO):
Name: Ron Moskowitz
Title: Departmental Information Security Officer
Address: 500 West Temple Street, Room 409
Los Angeles, CA  90012
Telephone: (213) 974-7618
Facsimile: (213) 217-4974
E-Mail Address: rmoskowitz@ttc.lacounty.gov
EXHIBITS TO THE CONTRACT

EXHIBIT F

CONTRACTOR’S ADMINISTRATION

CONTRACTOR’S NAME:_______________________________________________________

CONTRACT NO: _______________

CONTRACTOR’S CONTRACT ADMINISTRATOR:

Name: _____________________________
Title: _____________________________
Address: _________________________________________________________________
Telephone: ________________________________
Facsimile: ________________________________
E-Mail Address: ________________________________

CONTRACTOR’S CONTRACT MANAGER:

Name: _____________________________
Title: _____________________________
Address: _________________________________________________________________
Telephone: ________________________________
Facsimile: ________________________________
Email Address: ________________________________

ALTERNATE CONTRACTOR’S CONTRACT MANAGER:

__________________________________________

CONTRACTOR’S FINANCIAL MANAGER:

Name: _____________________________
Title: _____________________________
Address: _________________________________________________________________
Telephone: ________________________________
Facsimile: ________________________________
E-Mail Address: ________________________________

Exhibits to the Contract
Delinquent Account Collection Services
April 2017
EXHIBITS TO THE CONTRACT

EXHIBIT F

CONTRACTOR’S ADMINISTRATION

CONTRACTOR’S AUTHORIZED OFFICIAL(S)

Name: _____________________________
Title: _____________________________
Address: ____________________________
Telephone: __________________________
Facsimile: __________________________
E-Mail Address: ________________________

Name: _____________________________
Title: _____________________________
Address: ____________________________
Telephone: __________________________
Facsimile: __________________________
E-Mail Address: ________________________

Notices to Contractor shall be sent to the following:

Name: _____________________________
Title: _____________________________
Address: ____________________________
Telephone: __________________________
Facsimile: __________________________
E-Mail Address: ________________________
EXHIBITS TO THE CONTRACT

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
EXHIBITS TO THE CONTRACT

EXHIBIT G1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _________________________________________     Contract No.______________________

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

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

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

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

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

Contractor and Contractor’s Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor’s Staff under the above-referenced contract. Contractor and Contractor’s Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor’s Staff shall keep such information confidential.

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

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

SIGNATURE: __________________________________________     DATE: _____/_____/_____

PRINTED NAME: __________________________________________

POSITION: __________________________________________

Exhibits to the Contract
Delinquent Account Collection Services
April 2017
EXHIBITS TO THE CONTRACT

EXHIBIT G2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name ____________________________________________ Contract No. __________________________

Employee Name ______________________________________________________________________________________

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE:  ___________________________ DATE: _____/_____/_____

PRINTED NAME: ___________________________

POSITION: ___________________________

Exhibits to the Contract
Delinquent Account Collection Services
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EXHIBITS TO THE CONTRACT

EXHIBIT G3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(2Note: This certification is to be executed and returned to County with Contractor’s executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name __________________________________________________     Contract No._____________________________________

Non-Employee Name ____________________________________________________________________________________

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: ______________________________ DATE: ______/_____/____

PRINTED NAME: ___________________________________________

POSITION: ________________________________________________

Exhibits to the Contract
Delinquent Account Collection Services
April 2017
EXHIBITS TO THE CONTRACT

EXHIBIT H

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation, or other entity, which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
   1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
   2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
   3. A purchase made through a state or federal contract; or
   4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
   5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

Exhibits to the Contract
Delinquent Account Collection Services
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EXHIBIT H

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

EXHIBIT H

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

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

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

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

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090 Severability.

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

EXHIBIT I

SAFELY SURRENDERED BABY LAW
EXHIBITS TO THE CONTRACT

EXHIBIT I

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org
EXHIBITS TO THE CONTRACT

EXHIBIT I

SAFELY SURRENDERED BABY LAW

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-1000.

Can only a parent bring in the baby?
No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?
No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?
No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

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

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby’s aunt and stated the baby’s mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the stroller placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.
EXHIBITS TO THE CONTRACT

EXHIBIT I

SAFELY SURRENDERED BABY LAW

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Delinquent Account Collection Services
April 2017
SAFELY SURRENDERED BABY LAW

¿Cómo funciona?
El padre/madre con dificultades que no pueden ni quieren cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregó recibirá un brazalete igual.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Si bien el personal del hospital o cuartel de bomberos le pedirá a la persona que entregó al bebé que llenar un cuestionario con la finalidad de recoger antecedentes médicos importantes, que resulten de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambian de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4009.

¿Sólo los padres pueden llevar al recién nacido?
No, si bien la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otra persona lo hagan si tienen escritura legal.

¿Los padres o el adulto que entregan al bebé deben llamar antes de llevar al bebé?
No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

Historia de un bebé
A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a la enfermera del Harbor-UCLA Medical Center. La madre que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete y un número que coincidía con la pauta del bebé. Posteriormente, se enteraron de que la madre cambió de opinión respecto a la entrega del bebé y decidió recuperarse dentro de los 14 días que permite esta ley. También le dijeron a la tía un cuestionario médico, y ella dijo que la madre le llevaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.
EXHIBITS TO THE CONTRACT

EXHIBIT J

Title 2 ADMINISTRATION
Chapter 2.206

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.

G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

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EXHIBIT J

Title 2 ADMINISTRATION
Chapter 2.206

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
   1. Chief Executive Office delegated authority agreements under $50,000;
   2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
   3. A purchase made through a state or federal contract;
   4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
   5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
   6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
   7. Program agreements that utilize Board of Supervisors’ discretionary funds;
   8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
   9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained...
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Title 2 ADMINISTRATION
Chapter 2.206

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
   1. Recommend to the Board of Supervisors the termination of the contract; and/or,
   2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
   3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)
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BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. In reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
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1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
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1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).

1.15 "Protected Health Information" has the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Protected Health Information.

1.16 "Required by Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
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1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination, or analysis of such Information within Business Associate’s internal operations. (See 45 C.F.R § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity’s applicable Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
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5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to (562) 940-3335 that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach
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5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information to the Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov, that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
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(h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individual(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request.
Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

(a) The date of the Disclosure;
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9.1 (b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available.
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to the Secretary for purposes of determining Covered Entity’s compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
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(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
15. **OBLIGATIONS OF COVERED ENTITY**

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate’s performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. **TERM**

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. **TERMINATION FOR CAUSE**

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party
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determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall not retain copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
EXHIBITS TO THE CONTRACT

EXHIBIT K

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy
the Protected Health Information retained by Business Associate when it is
no longer needed by Business Associate for Business Associate's proper
management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created,
maintained, or received by Subcontractors is returned or, if agreed to by Covered
entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the
facilities, systems, information systems, books, records, agreements, and policies
and procedures relating to the Use or Disclosure of Protected Health Information
for the purpose determining whether Business Associate is in compliance with the
terms of this Business Associate Agreement and any non-compliance may be a
basis for termination of this Business Associate Agreement and the applicable
underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order
or other services arrangement, with or without payment, that gives rise to
Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the
scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered
Entity shall execute a nondisclosure agreement, upon terms and conditions
mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as
provided for in Section 19.1 does not relieve Business Associate of its
responsibility to comply with this Business Associate Agreement and/or the
HIPAA Rules or impose on Covered Entity any responsibility for Business
Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business
Associate, or its detection but failure to require remediation by Business
Associate of an unsatisfactory practice by Business Associate, shall not constitute
acceptance of such practice or a waiver of Covered Entity's enforcement rights
under this Business Associate Agreement or the applicable underlying
Agreement, Contract, Master Agreement, Work Order, Purchase Order or other
services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. **MISCELLANEOUS PROVISIONS**

20.1 **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 **HIPAA Requirements.** The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 **No Third Party Beneficiaries.** Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 **Construction.** In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 **Regulatory References.** A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.
APPENDIX D

REQUIRED FORMS

FOR

REQUEST FOR PROPOSALS
APPENDIX D
REQUIRED FORMS

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15 INFORMATION TECHNOLOGY REQUIREMENTS
EXHIBIT 1A

PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)? □ Yes □ No

   If yes, complete:
   Legal Name (found in Articles of Incorporation) ____________________________________________
   State ___________________________________________ Year Inc. ______________

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:
   __________________________________________________________

3. Is your firm doing business under one or more DBA’s? □ Yes □ No

   If yes, complete:
   Name                                                               County of Registration           Year became DBA
   ___________________________________________  ________________________  __________________
   ___________________________________________  ________________________  __________________

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? □ Yes □ No

   If yes, complete:
   Name of parent firm: ______________________________________________________________
   State of incorporation or registration of parent firm: ________________________________

5. Has your firm done business as other names within last five (5) years? □ Yes □ No

   If yes, complete:
   Name ___________________________________________ Year of Name Change _____
   Name ___________________________________________ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?
   □ Yes □ No   If yes, provide information:
   ____________________________________________________________________________
   ____________________________________________________________________________
Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 3.0 – Proposer’s Minimum Mandatory Qualifications, of this Request for Proposal, as listed below.

Check the appropriate boxes:

☐ Yes  ☐ No  3.1  The Proposer must have been in business and have at least five years documented experience including, but not limited to, providing DACS or services equivalent or similar to the Services identified in Appendix A, SOW. In the event the Proposer itself does not have the requisite five years, but one or more of the principals involved in managing the daily operation of the Proposer individually meet the requisite five years documented experience, then their experience performing services equivalent or similar to the Services identified in Appendix A, SOW, may be considered in meeting this requirement in the County’s sole discretion. The Proposer must provide a written detailed description and/or resume demonstrating its principal’s five years’ experience to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer’s Background and Experience (Section B.1).

☐ Yes  ☐ No  3.2  The Proposer must have a business office located within the contiguous United States of America with a responsible person(s) to maintain all reports/records that are required per this RFP. The Proposer must provide the address of its business office in its proposal.

☐ Yes  ☐ No  3.3  The Proposer must have the ability to provide DACS from its offices, which must be physically located within the contiguous United States of America. The Proposer must provide a written statement attesting to its ability to meet this requirement in its proposal.

☐ Yes  ☐ No  3.4  The Proposer’s proposed Contract Manager and Alternate Contract Manager must have a minimum of five years of documented related experience including, but not limited to, collection services or other similar experience in providing DACS for various types of accounts equivalent or similar to the Services identified in the Appendix A, SOW, either with the Proposer or with another firm. The Proposer must provide a written detailed description and/or resume demonstrating the Contract Manager and the Alternate Contract Manager’s five years of experience to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer’s Background and Experience (Section B.1).
APPENDIX D - REQUIRED FORMS

EXHIBIT 1A

PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

☐ Yes ☐ No 3.5 The Proposer’s proposed staff member(s) for the Contract must have at least three years documented related experience in providing the required services equivalent or similar to the Services identified in Appendix A, SOW, either with the proposer or with another firm. Proposer must provide a written detailed description and/or resume demonstrating the Proposer’s proposed staff members’ three years’ experience to fulfill this requirement and submit this documentation with their Proposal Submission under Proposer’s Background and Experience (Section B.1).

☐ Yes ☐ No 3.6 The Proposer must have automated system capabilities to accept and process account referrals and assignments via a secure file transfer environment defined by the TTC standards. Proposer must provide a written detailed description in its proposal stating the tools or software that it will use to meet the following TTC requirements:

- Both transmission and payload encryption are required;
- Transmission encryption must be via a Secure Shell (SSH) File Transfer Protocol (SFTP); and
- Payload encryption must be non-open source Pretty Good Privacy Encryption (PGP). PGP software is used for encrypting and decrypting texts, e-mails, files, directories, and whole disk partitions to increase the security of e-mail communications over the Internet. It can also be used to send an encrypted digital signature that lets the receiver verify the sender's identity and know that the message was not changed in route.

In order to provide the required work, as described in Appendix A, SOW, of this RFP, these standards must be in place.

☐ Yes ☐ No 3.7 The Proposer must have the ability to provide the File Transfers in accordance with the specifications provided in the attachments below proposal:

- Appendix A1, Attachment 2 - Required Data/Informational Electronic Exchanges;
- Appendix A1, Attachment 3 - TTC Referral File Layout;
- Appendix A1, Attachment 4 - TTC Payment/Adjustment File Layout;
- Appendix A1, Attachment 5 - TTC Recall File Layout;
- Appendix A1, Attachment 6 - Contractor Return Referral File Layout;
PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

- Appendix A1, Attachment 7 - Contractor Payment Remittance File Layout; and
- Appendix A1, Attachment 8 - Contractor Maintenance Inventory File Layout.

The Proposer must provide a written detailed description in its proposal stating the tools or software that it will use to meet this requirement.

☐ Yes  ☐ No 3.8 The Proposer must have the ability to accept debit/credit card payments through a secure online payment portal and an Interactive Voice Response system. In addition, if the Proposer accepts walk-in payments, the Proposer must include debit/credit cards as an acceptable form of walk-in payment.

☐ Yes  ☐ No 3.9 The Proposer must provide a transition plan outline with a brief narrative and time requirements for each element of the plan to implement the full range of services, as described in Appendix A, SOW, of this RFP.

☐ Yes  ☐ No 3.10 The Proposer must provide a written statement in its proposal stating it agrees to provide verbal multilingual translation services, at a minimum in Spanish, with clients both over the telephone and, when applicable to walk-in customers, in person. The Proposer must also include in this written statement that they agree that on their initial notice to a debtor they will include a statement, in Spanish, that directs the reader to a telephone number to call if the recipient wishes to obtain additional information in Spanish. In addition, the written statement from the Proposer must also include a listing of any other languages the Proposer will provide translation services for and if there is ability to send bills and notices in multiple languages.

☐ Yes  ☐ No 3.11 The Proposer must provide a written statement in its proposal stating it agrees to conduct, at Proposer’s expense, Background and Security Investigations as specified in Paragraph 7.7 of Appendix C, Sample Contract, which may include, but not limited to, Live Scan fingerprinting, on all of Proposer’s staff assigned to perform services under any resultant Contract.

☐ Yes  ☐ No 3.12 The Proposer must comply with all insurance requirements set forth in Appendix C - Sample Contract, Subparagraphs 8.24 and 8.25 of this RFP.
APPENDIX D - REQUIRED FORMS

EXHIBIT 1A

PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFPIDAVIT AND CBE INFORMATION

- Please note that Section 26221 of the California Government Code requires that the Agency furnish a Faithful Performance Bond (Bond) in the sum of not less than $10,000 payable to the County and executed by a corporate surety licensed to do business in this State for the faithful performance of terms and conditions of this assignment.

The Proposer must confirm it can and will comply with this requirement by submitting copies of insurance policies and a Bond; or by submitting a letter(s) from an insurance company and/or a bond company stating the Proposer can obtain the insurance coverages and a bond to meet the requirements specified in Subparagraphs 8.24 and 8.25 of Appendix C, Sample Contract.

☐ Yes ☐ No 3.13 The Proposer must currently be providing DACS according to California rules and regulations; these services must include, but are not limited to, collections for amounts owed for a variety of general services or overpayments. The Proposer must provide a written statement in its proposal identifying to whom it is currently providing services in accordance with California rules and regulations.

☐ Yes ☐ No 3.14 One or more of the Proposer’s representatives must attend the Mandatory Proposers Conference discussed in Subparagraph 7.5, Mandatory Proposers’ Conference, of this RFP document.

☐ Yes ☐ No 3.15 The Proposer must comply with the RFP format and requirements set forth in Paragraph 7.0, Proposal Submission Requirements, of this RFP document when submitting its proposal.
APPENDIX D - REQUIRED FORMS

EXHIBIT 1A

PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

I. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<table>
<thead>
<tr>
<th>Business Structure:</th>
<th>☐ Sole Proprietorship</th>
<th>☐ Partnership</th>
<th>☐ Corporation</th>
<th>☐ Non-Profit</th>
<th>☐ Franchise</th>
<th>☐ Other (Specify): ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Employees (including owners):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:

<table>
<thead>
<tr>
<th>Race/Ethnic Composition</th>
<th>Owners/Partners/Associate Partners</th>
<th>Managers</th>
<th>Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
</tr>
<tr>
<td>Black/African American</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>Hispanic/Latino</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>Asian or Pacific Islander</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>American Indian</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>Filipino</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>White</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

II. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

<table>
<thead>
<tr>
<th>Black/African American</th>
<th>Hispanic/Latino</th>
<th>Asian or Pacific Islander</th>
<th>American Indian</th>
<th>Filipino</th>
<th>White</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men</td>
<td>%</td>
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<td>%</td>
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<tr>
<td>Women</td>
<td>%</td>
<td>%</td>
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<td>%</td>
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</tbody>
</table>

III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

PROPOSER NAME: ____________________________
COUNTY WEBVEN NUMBER: ____________________________

ADDRESS: ____________________________

PHONE NUMBER: ____________________________
E-MAIL: ____________________________

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: ____________________________
CALIFORNIA BUSINESS LICENSE NUMBER: ____________________________

PROPOSER OFFICIAL NAME AND TITLE (PRINT): ____________________________

SIGNATURE: ____________________________
DATE: ____________________________

Appendix D – Required Forms
Delinquent Account Collection Services
April 2017
NAME OF PROPOSER ____________________________________________________________

1. Individual’s Name: ____________________________________________________________

2. Position/Title with Proposer: ________________________________________________

   □ Permanent □ Temporary □ Other (Specify): ____________________________________

4. Length of Service with Proposer: Year(s) Month(s) Start Date: ____________________

5. Individual’s proposed position on this project: _________________________________

6. Percent (%) of time to be allocated to the proposed project: ______________________

7. Worksite where individual will be located during the term of the proposed project: __________
   __________________________________________________________________________

8. Name and Title of person who this individual will report to: ______________________
   __________________________________________________________________________

9. How many projects for similar services to those requested in this RFP has this individual
   managed: __________________________________________________________________

10. How much experience does this individual have with projects and services similar to those
    requested in this RFP: Year(s) Month(s) _______________________________________
    Describe: ___________________________________________________________________
    __________________________________________________________________________
    __________________________________________________________________________
    __________________________________________________________________________
    __________________________________________________________________________
    __________________________________________________________________________
## APPENDIX D - REQUIRED FORMS

### EXHIBIT 2

### PROSPECTIVE CONTRACTOR REFERENCES

Contractor’s Name: ________________________________

List five references as required in the RFP, Subparagraph 7.7.8, Proposer’s Qualifications, Subparagraph B, Proposer’s References, where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

<table>
<thead>
<tr>
<th>1. Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>Name or Contract No.</td>
<td># of Years / Term of Contract</td>
<td>Type of Service</td>
<td>Dollar Amt.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
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</tr>
<tr>
<td>Name or Contract No.</td>
<td># of Years / Term of Contract</td>
<td>Type of Service</td>
<td>Dollar Amt.</td>
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<tr>
<th>3. Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
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<td>Name or Contract No.</td>
<td># of Years / Term of Contract</td>
<td>Type of Service</td>
<td>Dollar Amt.</td>
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<tr>
<th>4. Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
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</tr>
<tr>
<td>Name or Contract No.</td>
<td># of Years / Term of Contract</td>
<td>Type of Service</td>
<td>Dollar Amt.</td>
<td></td>
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</tbody>
</table>

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<thead>
<tr>
<th>5. Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
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</tr>
<tr>
<td>Name or Contract No.</td>
<td># of Years / Term of Contract</td>
<td>Type of Service</td>
<td>Dollar Amt.</td>
<td></td>
</tr>
</tbody>
</table>
## PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor’s Name: ______________________________

List all public entities for which the Contractor has provided service within the last three years as required in the RFP, Subparagraph 7.7.8, Proposer's Qualifications, Subparagraph B, Proposer’s References. Use additional sheets if necessary.

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
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</table>

Name or Contract No.  
# of Years / Term of Contract  
Type of Service  
Dollar Amt.

1. **Name of Firm**  
   Address of Firm  
   Contact Person  
   Telephone #  
   Fax #

2. **Name of Firm**  
   Address of Firm  
   Contact Person  
   Telephone #  
   Fax #

3. **Name of Firm**  
   Address of Firm  
   Contact Person  
   Telephone #  
   Fax #

4. **Name of Firm**  
   Address of Firm  
   Contact Person  
   Telephone #  
   Fax #

5. **Name of Firm**  
   Address of Firm  
   Contact Person  
   Telephone #  
   Fax #
Appendix D – Required Forms
Delinquent Account Collection Services
April 2017

APPENDIX D - REQUIRED FORMS

EXHIBIT 4

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor’s Name:____________________________

List all contracts that have been terminated within the past three years as required in the RFP, Subparagraph 7.7.8, Proposer’s Qualifications, Subparagraph B, Proposer’s References.

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
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Name or Contract No.   Reason for Termination:

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<tr>
<th>Name of Firm</th>
<th>Address of Firm</th>
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<th>Telephone #</th>
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Name or Contract No.   Reason for Termination:
The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
   a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
   b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official’s Signature
The Proposer certifies that:

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

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

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

Signature:_________________________________    Date:__________________________
**REQUEST FOR PREFERENCE CONSIDERATION**

**INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

- [ ] Request for Local Small Business Enterprise (LSBE) Program Preference
  - Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or
  - Certified as a LSBE with other certifying agencies under DCBA’s inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State’s Department of General Services requirements; and
  - Certified as a LSBE by the DCBA.

- [ ] Request for Social Enterprise (SE) Program Preference
  - A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
  - Certified as a SE business by the DCBA.

- [ ] Request for Disabled Veterans Business Enterprise (DVBE) Program Preference
  - Certified by the State of California, or
  - Certified by U.S. Department of Veterans Affairs as a DVBE; or
  - Certified as a DVBE with other certifying agencies under DCBA’s inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; and
  - Certified as a DVBE by the DCBA.

*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

- [ ] DCBA certification is attached.

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>County Webven No.</th>
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<tbody>
<tr>
<td>Print Name:</td>
<td>Title:</td>
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<tr>
<td>Signature:</td>
<td>Date:</td>
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</tbody>
</table>

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<tr>
<th>Reviewer’s Signature</th>
<th>Approved</th>
<th>Disapproved</th>
<th>Date</th>
</tr>
</thead>
</table>

Appendix D – Required Forms
Delinquent Account Collection Services
April 2017
APPENDIX D - REQUIRED FORMS

EXHIBIT 8

PROPOSER’S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION YES NO

1. Proposer has written policy statement prohibiting discrimination in all phases of employment. (     ) (     )

2. Proposer periodically conducts a self-analysis or utilization analysis of its work force. (     ) (     )

3. Proposer has a system for determining if its employment practices are discriminatory against protected groups. (     ) (     )

4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables. (     ) (     )

___________________________________________  ______________________________
Signature   Date

_____________________________________________________________________________
Name and Title of Signer (please print)
APPENDIX D - REQUIRED FORMS

EXHIBIT 9

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

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

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

A. Proposer has a proven record of hiring GAIN/GROW participants.
   _____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Proposer is willing to interview qualified GAIN/GROW participants.
   _____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.
   _____ YES _____ NO _____ N/A (Program not available)

Proposer’s Organization: ______________________________________________________

Signature: __________________________________________________________________

Print Name: __________________________________________________________________

Title: ________________________________ Date: ________________________________

Telephone No: __________________________ Fax No: ____________________________

Appendix D – Required Forms
Delinquent Account Collection Services
April 2017
APPENDIX D - REQUIRED FORMS

EXHIBIT 10

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County’s solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

| Company Name: |
| City: | State: | Zip Code: |
| Telephone Number: |
| Solicitation For Services: |

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

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of “contractor,” as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

**OR**

**Part II: Certification of Compliance**

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

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

| Print Name: | Title: |
| Signature: | Date: |
INSTRUCTIONS:

Prior to completing this form, review Appendix A, Statement of Work, and Appendix C, Sample Contract. The Proposed Commission Rate must be given solely as a percentage.

<table>
<thead>
<tr>
<th>DELINQUENT ACCOUNT COLLECTION SERVICES</th>
<th>PROPOSED COMMISSION RATE</th>
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<tbody>
<tr>
<td>Rate for Secondary Collection Services:</td>
<td>_______ %</td>
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</table>
Appendix D – Required Forms
Delinquent Account Collection Services
April 2017

APPENDIX D - REQUIRED FORMS

EXHIBIT 12

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE NUMBER</th>
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<tr>
<td>_____________________</td>
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NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state “NONE”.

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer                              Title

Signature                                Date
CERTIFICATION OF COMPLIANCE WITH THE COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

____________________________________________________________________

____________________________________________________________________

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

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<th>Print Name:</th>
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<td>Signature:</td>
<td>Date:</td>
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</table>

Date: ____________________
ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name: 

Company Address: 

City: State: Zip Code: 

Telephone Number: Email address: 

Solicitation/Contract for ____________________ Services 

PROPOSER CERTIFICATION

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

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County’s Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County’s Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

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

Print Name: Title: 

Signature: Date:
APPENDIX D - REQUIRED FORMS

EXHIBIT 15

INFORMATION TECHNOLOGY REQUIREMENTS

Proposer must have automated system capabilities to accept and process account referrals and assignments via a secure file transfer environment defined by the County of Los Angeles, Treasurer and Tax Collector standards. Following is the description of the standards:

1. Transmission method and payload encryption are required;

2. Secure Shell (SSH) File Transfer Protocol (SFTP) will be required for all file transfers using SSH protocol.

3. Payloads must be encrypted using PGP. No open source PGP software is allowed.

Note: In order to provide the required work, as described in Appendix B, SOW, of this RFP, these standards must be in place.

Proposer must have the ability to provide the Collection Accounts Receivable Systems (CARS)/File Transfers in accordance with Appendix A-1, Attachment 2 - Required Data/Informational Electronic Exchanges, Appendix A-1, Attachment 3 - Contractor Referral File Layout, Appendix A-1, Attachment 4 – TTC Payments/Adjustments File Layout, Appendix A-1, Attachment 5 – TTC Recall File Layout, Appendix A-1, Attachment 6 - Contractor Return Referral File Layout, Appendix A-1, Attachment 7 - Contractor Payment Remittance File Layout, and Appendix A-1, Attachment 8 - Contractor Maintenance Inventory File Layout specifications.

Proposer attests that they are able to have in place necessary equipment and protocols to perform the required functions as stated above. In the event Proposer is not able to perform the required functions their Proposal may be eliminated from further evaluation.

___________________________________________         _____________________
Signature        Date

______________________________________________________________________
Name and Title of Signer (please print)

Note: Contractor shall have sixty (60) days from date of Board approval to meet the information technology requirements pursuant to this Exhibit 15, TTC Technical Requirements. In the event Contractor is not able to fulfill these requirements, the County may in its best interest go to the next highest ranked Proposer. Contractor cannot begin delinquent account collection services until they have met the TTC requirements and have received written approval from County to commence delinquent account collection services.
APPENDIX E

REQUEST FOR PROPOSALS TRANSMITTAL
TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document.

<table>
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<tr>
<th>Proposer Name:</th>
<th>Date of Request:</th>
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<th>Project No.</th>
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A Solicitation Requirements Review is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): (check all that apply)

- [ ] Application of Minimum Requirements
- [ ] Application of Evaluation Criteria
- [ ] Application of Business Requirements
- [ ] Due to unclear instructions, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

```

```

Request submitted by:

(__________________________  ____________________________)

(Name)                                                                 (Title)

For County use only

<table>
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<tr>
<th>Date Transmittal Received by County:</th>
<th>Date Solicitation Released:</th>
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Reviewed by:

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Date Response sent to Proposer: __________________________
APPENDIX F

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
APPENDIX F

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.
APPENDIX G
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation, or other entity, which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

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

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

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

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

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

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

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED
IN
COUNTY OF LOS ANGELES

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm
APPENDIX I

IRS NOTICE 1015

Department of the Treasury
Internal Revenue Service

Notice 1015
(Rev. December 2015)

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

What is the EIC?
The EIC is a refundable tax credit for certain workers.

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

Note: You are encouraged to notify each employee whose wages for 2015 are less than $53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?
You must give the employee one of the following:
• The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
• A substitute Form W-2 with the same EIC information on the back of the employee’s copy that is on Copy B of the IRS Form W-2.
• Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
• Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee’s copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given.

If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

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

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 566, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?
An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of $800, he or she must file a 2015 tax return to get the $800 refund.
Safely Surrendered Baby Law

Babies can be safely surrendered to staff at any hospital or fire station in Los Angeles County

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org
**Safely Surrendered Baby Law**

**What is the Safely Surrendered Baby Law?**
California’s Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let them know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

**How does it work?**
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

**What if a parent wants the baby back?**
Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-510-1000.

**Can only a parent bring in the baby?**
No. While in most cases a parent will bring the baby, the Law allows other people to bring the baby in if they have lawful custody.

**Does the parent or surrendering adult have to call before bringing in the baby?**
No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

**Does the parent or surrendering adult have to tell anything to the people taking the baby?**
No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

**What happens to the baby?**
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

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

**Why is California doing this?**
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mother may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby’s death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

**A baby’s story**
Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby’s aunt and stated the baby’s mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the number placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.
Ley de Entrega de Bebés Sin Peligro

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles


En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafe-la.org
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¿Cómo funciona? El padre/madre con dificultades que no pueda o no quiere cuidar de su recién nacido puede entregarlo de forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé? No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue el bebé que llene un cuestionario con la finalidad de recibir antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluirá un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé? El bebé será examinado y le brindarán atención médica. Cuando le de la alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasaría con el padre/madre o adulto que entregó al bebé? Una vez que los padres o adultos hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lamiados o muertos por sus padres. Unido probablemente hay escuchado historias trágicas sobre bebés abandonados en basureros u en sitios públicos. Los padres de estos bebés probablemente habrán estado pasando por dificultades emocionales graves. Las madres pueden haber sido víctimas de violación, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque sentían miedo y no tenían nada a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muchos a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con el paladar del bebé; esto servirá como identificación en caso de que la madre cambie de opinión con respecto a la entrega del bebé y decida recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pago que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.
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2.206.010 Findings and declarations.
The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.
The following definitions shall be applicable to this chapter:
A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.
G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.
This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)
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2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
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8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision;

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

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

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)