



DEAN C. LOGAN
Registrar-Recorder/County Clerk

June 14, 2011

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 JUNE 14, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76955 WITH
LEXISNEXIS VITALCHEK NETWORK, INC. FOR RECORDS PAYMENT AND
PROCESSING SYSTEM AND RELATED SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

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

SUBJECT

Amend existing agreement between County and LexisNexis VitalChek Network, Inc., administered by the Registrar Recorder/County Clerk (RR/CC), to incorporate the Department of Public Health into agreement for records payment and processing system.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Mayor to sign the attached Amendment Number Two ("Amendment") (Attachment I) to Agreement Number 76955 with LexisNexis VitalChek Network, Inc. (VitalChek) to incorporate the Department of Public Health's (DPH) services, effective upon execution of the Amendment by the Mayor of the Board; fully funded by transaction fees charged by VitalChek to DPH customers, at the rate of \$6.00 per Internet transaction and \$1.75 for in-person transactions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of the recommended Amendment will allow DPH to accept debit/credit card (Card) payments for fees related to death certificate (burial permit fee and certified

copies of death certificates) described in Package 4 (DPH-Online Transactions) and Package 5 (DPH- Card Present Transactions) attached to the Amendment. Package 4 provides DPH customers with the flexibility and convenience to request expedited mail services, at a cost not to exceed the carrier's published rates, currently at a flat rate of \$18.00 per shipment in the continental USA (an average of 40% below the published UPS next day air shipment rates) and both packages will enhance customer services by providing Card payment options.

Without your Board's approval, DPH will continue to be limited by only accepting cash, check, and money order as payment for fees related to death certificate. Allowing DPH to utilize VitalChek will provide prospective customers with additional payment options, resulting in more efficient services provided to the public.

Furthermore, approval of the recommended Amendment is consistent with the Chief Executive Office (CEO) sponsored Efficiency Initiative to encourage departments to explore using existing agreements for similar services, when possible.

Implementation of Strategic Plan Goals:

County Goal No. 1: Operational Effectiveness: Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

County Goal No. 1/Strategy 2a: Service Excellence and Organizational Effectiveness: Streamline and improve administrative operations and processes to increase effectiveness, enhance customer service, and support responsive County operations.

FISCAL IMPACT/FINANCING:

Under Agreement Number 76955, including as amended by the Amendment, VitalChek supplies all equipment, supplies, material (except paper), communication lines, Internet connection, etc. needed to perform the services. Customers choosing to use Card payment options are charged a transaction fee of \$6.00 for orders submitted over the Internet (unless purchasing more than ten certified copies of the death certificate, in which case there is an additional transaction fee of \$0.50 per additional copy) and \$1.75 for in-person per transaction. For an additional cost, customers may also request an expedited shipping option for online transactions (Package 4).

VitalChek is solely responsible for collection of all transaction fees and expedited shipping fees, as well as all fees due to the County for processing requests of record copies. VitalChek assumes all risks of non-collection, chargebacks, and any other Card adjustments resulting in no liability to the County in this regard. VitalChek will forward all fees due to DPH via an Automated Clearing House (ACH) transfer on the next business day following the charge to the customer's Card. The transfer will take place irrespective of whether VitalChek actually collects the fees and they will retain their

transaction and expedited shipping fees, if applicable. The transaction and expedited shipping fees are the sole amounts payable to VitalChek for performance of the services. There is no cost to the County.

Under Agreement Number 76955, including as amended by the Amendment, VitalChek cannot increase the transaction fees charged to customers without written approval from RR/CC. VitalChek transaction fees associated with orders submitted over the Internet and in-person are capped at \$6.00 per order (unless as indicated above in connection with ordering more than ten certified copies of the death certificate) and \$1.75 per order, respectively, during the initial term of the Agreement which expires April 9, 2013.

Following the initial term, in the event that the average dollar amount per order increases significantly, VitalChek may request, on a semi-annual basis, the ability to increase its transaction fees, which request must include supporting documentation to justify such transaction fee increase. Each transaction fee and the cumulative increase may be granted under the existing Agreement without approval by your Board, if the increase does not exceed \$2.00.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On March 20, 2008, the RR/CC released a Request for Proposals for a Records Payment Processing System and Related Services ("RFP"), to obtain a system and services that would allow RR/CC customers to purchase copies of birth and death certificates over the Internet and in-person, and copies of recorded documents over the phone, via fax and in person. On March 17, 2009, the Board approved of Agreement Number 76955 with VitalChek for provision of such system and services. The RR/CC consulted with the County's E-Commerce Readiness Group ("ERG") in connection with the RFP and with Agreement Number 76955.

In 2008, DPH presented an e-commerce proposal for a Public Health Vital Records System to the ERG and received approval to explore options for development of an application, including meeting to explore the possibility of using Agreement Number 75621 with Link2Gov Corporation (Link2Gov) and Metavante Corporation (Metavante) approved by your Board on March 21, 2006. DPH went through an extensive internal review of the program's needs and developed a statement of work, which included a cost comparison between Agreement Number 75621 with Link2Gov and Metavante versus Agreement Number 76955 with VitalChek.

If DPH were to use Agreement Number 75621, DPH would need to absorb the cost of: 1) developing a front-end website; 2) developing an interface from the front-end website to Link2Gov; 3) making available technical and customer support to the front-end website; 4) budgeting for additional finance staff to handle electronic payment process service; and 5) budgeting for additional information technology staff to support and maintain the system. Additionally, in connection with the first log on to pay for the burial

permit fee and order certified copies of death certificates, DPH must obtain the sworn statement and notarized certificate of identity for each order, a service that is not provided by Link2Gov and Metavante. Many of these costs are eliminated by using Agreement Number 76955, as VitalChek currently provides similar services to RR/CC, and all such services are paid for through the transaction fees and expedited shipping fees described in the Fiscal Impact/Financing section above.

It was the consensus by both RR/CC and DPH to amend Agreement Number 76955 with VitalChek and expand the scope of work by incorporating DPH services and to provide continuity of services to the public in regard to the payment of fees related to death certificate (i.e. same fees, same vendor). In January 2011, DPH and RR/CC jointly presented a revised proposal to the ERG and received concurrence to proceed with obtaining approvals from RR/CC and DPH to seek Board approval.

The Auditor-Controller has reviewed and approved the procedures for handling online and card present credit card transactions. In addition, the inclusion of credit/debit transaction costs and other application costs in fees was approved by the Auditor-Controller in connection with the original approval of RR/CC's Agreement Number 76955. The Card transaction fees and other service fees described above will be charged by VitalChek to DPH customers to purchase copies of birth or death certificates and pay for the burial permit fee.

The CEO has reviewed and approved this Board letter. Additionally, County Counsel has approved the attached Amendment as to form. The Chief Information Office (CIO) reviewed this Board letter and supporting documents and, although having provided verbal concurrence, determined this recommendation does not constitute a technology-related acquisition of hardware, software, or professional services that would necessitate a formal CIO Analysis.

As is required under Board Policy No. 3.015 (Credit/Debit Card Payment Acceptance Policy), DPH has worked with TTC to implement the applications under the Agreement to accept credit/debit cards and will continue to work with TTC to ensure that DPH complies with Card acceptance rules and regulations of the Card companies and/or associations.

Attachment A is the signed Sole Source Checklist.

CONTRACTING PROCESS:

There was no additional contracting process involved in merging Card payment services for DPH into the existing Agreement.

IMPACT ON CURRENT SERVICES:


Approval of the recommended Amendment will provide DPH customers with additional payment options and the flexibility to request expedited mail services when ordering certified copies of death certificates which will significantly improve customer service delivery to the public.


CONCLUSION

Upon approval and execution of the recommended Amendment, it is requested that the Executive Officer/Clerk of the Board, return one adopted stamped copy of the approved Board letter and two originally signed copies of the Amendment to:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 5203
Norwalk, CA 90650
Attention: Ngozi Ume, Manager
Finance and Management Division

Respectfully submitted,


DEAN C. LOGAN
Registrar-Recorder/County Clerk


for JONATHAN E. FIELDING, M.D., M.P.H.
Department of Public Health
Director and Health Officer

Reviewed by:



RICHARD SANCHEZ
Chief Information Officer

DCL:RS:NU:co

Attachments (1)

c: Chief Executive Officer
County Counsel
Chief Information Security Officer
Chief Information Officer
Treasurer and Tax Collector
Auditor-Controller

SOLE SOURCE CHECKLIST
LEXISNEXIS VITALCHEK NETWORK, INC

Check (✓)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES <i>Identify applicable justification and provide documentation for each checked item.</i>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation)
	➤ Alternative proposals (external and internal) for development and maintenance were considered but were considered insufficient for the services required.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, increased efficiency, etc.).
✓	<p>Other reason. Please explain: Since April 10, 2009, VitalChek has provided services to Registrar-Recorders/County Clerk (RR/CC) by providing a system to purchase copies of recorded documents over the internet and in-person using credit/debit card. The system has provided customers with easy access, convenience, and an additional option to purchase copies of recorder documents at no additional cost to the County. The County has benefited by providing ensured payments and quicker deposit of County fees.</p> <p>Amending the existing VitalChek Agreement to include DPH will expedite payment of fees related to death certificate (i.e. burial permit fee and certified copies of death certificates) by providing online services to grieving families, reducing overall County costs by eliminating the use of paper documents for each transaction, and enhancing overall customer services.</p>
	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  _____ Ellen Sandt Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> 5/17/11 _____ Date </div> </div>

**AMENDMENT NUMBER TWO
TO AGREEMENT NUMBER 76955 BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LEXISNEXIS VITALCHEK NETWORK INC.**

This Amendment Number Two (“Amendment Number Two”) to Agreement Number 76955 (together with all exhibits and attachments thereto, all as amended prior to the date hereof collectively and henceforth the “Agreement”), is entered into this 14th day of June, 2011 by and between the County of Los Angeles (“County”) and LexisNexis VitalChek Network, Inc., a wholly owned entity of Reed Elsevier Group PLC, an international company, (“Contractor”). County and Contractor are sometimes hereinafter referred to collectively as the “Parties” and each individually as a “Party.”

WHEREAS, the Agreement was originally approved by County's Board of Supervisors on March 17, 2009 and became effective April 10, 2009;

WHEREAS, under that certain Amendment Number One, the Reed Elsevier Group subsidiary, LexisNexis, absorbed the functions of VitalChek Network, Inc. as it relates to this Agreement and changed the name on the Agreement from VitalChek Network to LexisNexis VitalChek Network Inc.;

WHEREAS, under the Agreement, the Contractor provides to the County for the benefit of its Department of Registrar-Recorder/County Clerk ("Department" or "RR/CC"), the use of a software and hardware system and related services to allow members of the public to purchase certain records and payment of certain filing fees using a credit or debit card, as further described in the Statement of Work (as defined below);

WHEREAS, the County's Department of Public Health (“DPH”) performs similar services of providing copies of certain records to the public for purchase and both the public and DPH would greatly benefit from the services provided under the Agreement;

WHEREAS, the Parties desire to amend the Agreement to engage Contractor to provide for the benefit of DPH, an additional software and hardware system and related services, very similar to those provided to RR/CC, to allow DPH customers to purchase certain records using a credit card for purchases over the Internet as described in Package 4 (Department of Public Health - Online Transactions) of the Statement of Work, and (b) credit and debit cards for in-person transactions as described in Package 5 (Department of Public Health - Card Present Transactions) of the Statement of Work all subject to the terms and conditions of the Agreement, as amended by this Amendment Number Two.

WHEREAS, this Amendment Number Two additionally amends the Agreement to include the County's Defaulted Property Tax Reduction Program provisions; and

WHEREAS, this Amendment Number Two is made pursuant to Paragraph 18.1 (Amendments) of the Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. Capitalized terms used in this Amendment Number Two without definition have the meanings given to such terms in the Agreement, as amended by this Amendment Number Two.
2. Paragraph 1.0 (Applicable Documents) of the Agreement is deleted in its entirety and is replaced with a new Paragraph 1.0 (Applicable Documents) to read as follows:

“1.0 APPLICABLE DOCUMENTS

- 1.1. Agreement. This base document, together with Exhibits A through Q, all Packages, appendices, attachments and schedules attached hereto and/or thereto, and all Amendments collectively constitute and are collectively referred to herein as this “Agreement.” This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the Parties relating to the subject matter of this Agreement.
- 1.2. Interpretation. 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, good, Service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

Exhibit A - Statement of Work

Package 1 – Online Transactions

- Attachment 1-A – Functional Requirements
- Attachment 1-B – Business Requirements
- Attachment 1-C – System Software
- Attachment 1-D – System Hardware
- Attachment 1-E – Point of Sale System Interface

Package 2 – Card Present Transactions

- Attachment 2-A – Functional Requirements
- Attachment 2-B – Business Requirements
- Attachment 2-C – System Software
- Attachment 2-D – System Hardware
- Attachment 2-E – Point of Sale System Interface

Package 3 – Other Card Not Present Transactions

- Attachment 3-A – Functional Requirements
- Attachment 3-B – Business Requirements
- Attachment 3-C – System Software
- Attachment 3-D – System Hardware
- Attachment 3-E – Point of Sale System Interface

Package 4 – Department of Public Health: Online Transactions

- Attachment 4-A – Functional Requirements
- Attachment 4-B – Business Requirements
- Attachment 4-C – System Software
- Attachment 4-D – System Hardware

Package 5 – Department of Public Health: Card Present Transactions

- Attachment 5-A – Functional Requirements
- Attachment 5-B – Business Requirements
- Attachment 5-C – System Software
- Attachment 5-D – System Hardware
- Attachment 5-E – Point of Sale System Interface

- Exhibit B - RR/CC Pricing Matrix
- Exhibit B2- DPH Pricing Matrix
- Exhibit C - RR/CC Fees
- Exhibit C2- DPH Fees
- Exhibit D - County's RFP *[Incorporated by reference]*
- Exhibit E - Contractor's Proposal *[Incorporated by reference]*
- Exhibit F - County's Administration - RR/CC
- Exhibit F2- County's Administration - DPH
- Exhibit G - Contractor's Administration
- Exhibit H - Certificate of Completion
- Exhibit I - Acknowledgement, Confidentiality and Assignment Agreement
- Exhibit J - Contractor's EEO Certification
- Exhibit K - Jury Service Ordinance
- Exhibit L - Safely Surrendered Baby Law
- Exhibit M - Notice to Employees Regarding the Federal Earned Income Credit (IRS Notice 1015)
- Exhibit N - Custom Programming Modification Request
- Exhibit O - Performance Requirements Summary Chart
- Exhibit P - Office Locations for Packages 2 and 3
- Exhibit P2 - Office Locations for Packages 4 and 5 - DPH
- Exhibit Q- Global Payments Direct Subcontract

- 1.3. Construction. The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Agreement refer to this Agreement, including all Exhibits, Packages, appendices, attachments, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular

and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. No change to this Agreement shall be valid unless entered into in accordance with Paragraph 18.1 (Amendments)."

3. Paragraph 2.0 (Definitions) of the Agreement is hereby deleted in its entirety and is replaced by a new Paragraph 2.0 (Definitions) to read as follows:

"2.0 DEFINITIONS

The following initial capitalized terms as used herein shall be construed to have the following meanings.

- 2.1 "ACH" as used herein is the acronym for Automated Clearing House.
- 2.2 "Acceptance" as used herein shall mean County's written approval of any Tasks, Deliverables, goods, Services or other Work provided by or on behalf of Contractor to County, as indicated by the applicable County Project Director's execution of the Certificate of Completion, except that the phrase "Acceptance of the System" additionally includes the items set forth Paragraph 12.0 (System Tests and Acceptance by County).
- 2.3 "Acceptance Tests" as used herein shall have the same meaning as set forth in Paragraph 12.2 (Acceptance Tests).
- 2.4 "Adhoc Reports" as used herein shall mean on demand requests for various System reports, including reports described in the Specifications.
- 2.5 "Agreement" as used herein shall have the same meaning as set forth in Paragraph 1.1 (Agreement).
- 2.6 "Amendment" as used herein shall mean a written change to this Agreement entered into in accordance with Paragraph 18.1 (Amendments).
- 2.7 "Association" as used herein shall mean any entity formed to administer and promote the use of Cards, including Visa U.S.A. Inc. and MasterCard International, Incorporated.
- 2.8 "Association Rules" as used herein shall mean the bylaws, rules and regulations of each Association, as they exist from time to time.
- 2.9 "Authorization" as used herein shall mean, with respect to each Transaction, the approval by or on behalf of the Card Issuer of a Cardholder's use of a Card to pay for all fees applicable to such

Transaction, including the Transaction Fee, all RR/CC Fees, all DPH Fees, and all shipping charges permitted under Paragraph 5.8.

- 2.10 "Authorization Server" as used herein shall mean the Authorization server meeting the Specifications described in Package 3 to the SOW.
- 2.11 "Board" as used herein shall mean County's Board of Supervisors.
- 2.12 "Budget" as used herein shall mean the County's fiscal year spending authority as approved by the Board.
- 2.13 "Business Day" or "Business Days", whether or not capitalized, as used herein shall mean 7:00 a.m. to 6:00 p.m. Pacific Time, Monday through Friday, excluding County holidays.
- 2.14 "CISO" as used herein is the acronym of County's Chief Information Security Officer.
- 2.15 "CISP" as used herein is the acronym for the Visa U.S.A. Cardholder Information Security Program.
- 2.16 "Card" as used herein shall mean the plastic card or other evidence of credit or debit account, as applicable, and corresponding account number, issued by a Card Issuer to a Cardholder, and accepted by Contractor under this Agreement for payment of the RR/CC Fees and/or DPH Fees. For purposes of this Agreement, credit accounts are at a minimum limited to Visa, MasterCard, and Discover and if applicable include American Express.
- 2.17 "Cardholder" as used herein shall mean the person or entity issued a Card and a corresponding account number by a Card Issuer and which person or entity is entitled to use the Card. For purposes of this Agreement, Cardholders are limited to those Cardholders from time to time using the System (or, in the case of Card Present Transactions and Other Card Not Present Transactions, those Cardholders for which RR/CC or DPH, as the case may be, from time to time uses the System) to pay RR/CC Fees and/or DPH Fees.
- 2.18 "Card Issuer" as used herein shall mean any financial institution which is a member bank of the Association or its agents, Discover and if applicable American Express. For purposes of this Agreement, Card Issuers are limited to those issuing Cards.
- 2.19 "Card Present Transaction" as used herein shall mean, with respect to the RR/CC's and/or DPH's use of the System on behalf of a Cardholder to pay one or more RR/CC Fees and/or DPH Fees

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by Card where the Card is physically presented to the applicable of RR/CC or DPH, a collective reference to all steps necessary to obtain Authorization of such payment from the applicable Card Issuer. The Work to be provided by or on behalf of Contractor specific to this type of Transaction is described in Packages 2 and 5 to the SOW.

- 2.20 "Certificate of Completion" as used herein shall mean each certificate substantially in the form attached hereto as Exhibit H (Certificate of Completion), which, when executed by County's Project Director(s), indicates County's Acceptance of the Work identified in such certificate.
- 2.21 "Confidential Information" as used herein shall have the same meaning as set forth in Paragraph 7.7 (Confidentiality).
- 2.22 "Contractor" as used herein shall have the same meaning as set forth in the Recitals.
- 2.23 "Contractor Product" as used herein shall have the same meaning as set forth in Paragraph 10.6.
- 2.24 "Contractor's Project Director" as used herein shall have the same meaning as set forth in Paragraph 7.1 (Contractor's Project Director).
- 2.25 "Contractor's Project Manager" as used herein shall have the same meaning as set forth in Paragraph 7.2 (Contractor's Project Manager).
- 2.26 "Contractor's Proposal" as used herein shall mean the Proposal for Records Payment Processing System and Related Services, dated as of April 24, 2008, together with all exhibits, appendices, attachments and schedules thereto, submitted by Contractor in response to County's RFP. Contractor's Proposal is incorporated into this Agreement by reference as Exhibit E (Contractor's Proposal).
- 2.27 "County" as used herein shall have the same meaning as set forth in the Recitals.
- 2.28 "County Indemnitees" as used herein shall have the same meaning as set forth in Paragraph 11.0 (Intellectual Property Indemnification).
- 2.29 "County Product" as used herein, shall have the same meaning as set forth in Paragraph 10.1.

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- 2.30 "County's Contract Project Monitor" as used herein shall have the same meaning as set forth in Paragraph 6.3 (County's Contract Project Monitor).
- 2.31 "County's Project Director" as used herein shall have the same meaning as set forth in Paragraph 6.1 (County's Project Director).
- 2.32 "County's Project Manager" as used herein shall have the same meaning as set forth in Paragraph 6.2 (County's Project Manager).
- 2.33 "County's RFP" as used herein shall mean the Request for Proposals for Records Payment Processing System and Related Services, issued by County as of March 20, 2008, together with all exhibits, Packages, appendices, attachments and/or schedules thereto. County's RFP is incorporated into this Agreement by reference as Exhibit D (County's RFP).
- 2.34 "Custom Programming Modification Request" as used herein shall have the same meaning as set forth in Paragraph 8.1 (Maintenance and Support Services).
- 2.35 "Custom Programming Modifications" as used herein shall have the same meaning as set forth in Paragraph 8.1 (Maintenance and Support Services).
- 2.36 "Data Security Guidelines" as used herein shall mean (a) all applicable security standards and guidelines that may be published from time to time by the Association, any Card Issuer, any Card processor or any PIN-Based Debit Network, including the CISP and PCI Data Security Standard and (b) all applicable County information technology and security (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) standards from time to time published by the CISO and provided by County's Project Director to Contractor.
- 2.37 "Day" or "Days" whether capitalized or not, shall mean calendar day(s), not business days, unless otherwise specified.
- 2.38 "Deficiency(ies)" as used herein shall mean, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the applicable Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in System or any part thereof, not performing in accordance with the applicable Specifications or other provisions of this Agreement, including the SOW, as determined by County's Project Director.

- 2.39 “Deliverable” as used herein shall mean, with respect to each Package, the completed Tasks and/or other Work under this Agreement for the type of Transaction described in such Package, including those numbered Deliverables identified in each such Package.
- 2.40 “Department” or “RR/CC” shall mean the County Department of Registrar-Recorder/County Clerk and lead agency for the County under this Agreement.
- 2.41 “Department of Public Health” or “DPH” shall mean the County Department of Public Health.
- 2.42 “DPH Fees” as used herein shall mean (a) fees for obtaining one or more certified copies of one or more Vital Records and (b) Other DPH Fees. A list of the DPH Fees is set forth on Exhibit C2 (DPH Fees), as updated from time to time under Paragraph 18.1 (Amendments).
- 2.43 “Dispute Resolution Procedures” as used herein shall have the same meaning as set forth in Paragraph 18.38 (Dispute Resolution Procedure).
- 2.44 “Documentation” as used herein shall mean, with respect to each Package, any and all written materials, including user manuals, operating manuals, quick reference guides, training materials, and all other user instructions regarding the capabilities, operations, installation for and support of the System for such Package, including this Agreement.
- 2.45 “Effective Date” as used herein shall mean the date identified in the Preamble to this Agreement, which is the date as of which this Agreement has been executed by an authorized representative of the Contractor and has been approved by the Board.
- 2.46 “End User” as used herein shall mean technical and operational staff of the County departments that are the subject of this Agreement. Specifically: RR/CC for Packages 1, 2, & 3; DPH for Packages 4 and 5. “End User” shall also include the funeral homes doing business with DPH.
- 2.47 “Extension Month” as used herein shall have the meaning set forth in Paragraph 4.2.
- 2.48 “Extension Year” as used herein shall have the meaning as set forth in Paragraph 4.2.
- 2.49 “Federal” as used herein shall mean the United States federal government.

- 2.50 "Federal Funds Rate" as used herein shall mean the rate at which private depository institutions lend balances at the Federal Reserve to other depository institutions. The applicable Federal Funds Rate will be obtained from County's Treasurer and Tax Collector.
- 2.51 "Initial Term" as used herein shall have the same meaning as set forth in Paragraph 4.1.
- 2.52 "Interface(s)" as used herein shall mean, with respect to each Package, any software supplied by or on behalf of Contractor pursuant to this Agreement for the type of Transaction described in such Package, which allows the transfer of electronic data and/or software commands between computer systems, applications, or modules, together with all Source Code, object code and Documentation. Interfaces include, with respect to each Package, the interfaces described in such Package. References to the Interfaces may include one or more Interfaces in the System or all Interfaces in the System.
- 2.53 "License" as used herein shall have the same meaning as set forth in Paragraph 9.2 (License).
- 2.54 "Maintenance and Support Services" as used herein shall have the same meaning as set forth in Paragraph 8.1 (Maintenance and Support Services).
- 2.55 "Online Transaction" as used herein shall mean, with respect to a Cardholder's use of the System over the Internet to pay one or more RR/CC Fees and/or DPH Fees by Card, a collective reference to all steps necessary to obtain Authorization of such payment from the applicable Card Issuer. The Work to be provided by or on behalf of Contractor specific to this type of Transaction is described in Packages 1 and 4 to the SOW.
- 2.56 "Operations Services" as used herein shall have the same meaning as set forth in Paragraph 8.2 (Operations Services).
- 2.57 "Other Card Not Present Transaction" as used herein shall mean, with respect to the Department's use of the System on behalf of a Cardholder to pay one or more RR/CC Fees by Card where the Card is not physically presented to the Department, a collective reference to all steps necessary to obtain Authorization of such payment from the applicable Card Issuer. Other Card Not Present Transactions do not include Online Transactions. The Work to be provided by or on behalf of Contractor specific to this type of Transaction is described in Package 3 to the SOW.

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- 2.58 "Other Professional Services" as used herein shall have the same meaning as set forth in Paragraph 8.1 (Maintenance and Support Services).
- 2.59 "Other RR/CC Fees" as used herein shall mean the filing fees, search fees, certification fees, and other fees for filings, searches, certifications, and other services performed by the Department, but excluding fees for obtaining certified copies of Vital Records and Real Property Records. A list of the Other RR/CC Fees is set forth on Exhibit C (RR/CC Fees), as updated from time to time under Paragraph 18.1 (Amendments).
- 2.60 "Other DPH Fees" as used herein shall mean the fees for filing a burial permit but excluding fees for obtaining certified copies of Vital Records. A list of the Other DPH Fees is set forth on Exhibit C2 (DPH Fees), as updated from time to time under Paragraph 18.1 (Amendments).
- 2.61 "PCI" as used herein is the acronym for Payment Card Industry.
- 2.62 "Package" as used herein shall mean each of Packages 1 (Online Transactions), 2 (Card Present Transactions), 3 (Other Card Not Present Transactions), 4 (Department of Public Health: Online Transactions), and 5 (Department of Public Health: Card Present Transactions), together with all appendices, attachments and schedules thereto, attached to the Statement of Work, which describes all of the Work to be provided by or on behalf of Contractor pursuant to this Agreement for the type of Transaction described in such Package. Packages also include any other Package added by an Amendment to the Agreement in accordance with Paragraph 18.1 (Amendments). "Packages" refers to more than one Package.
- 2.63 "Party" or "Parties" as used herein shall have the same meaning as set forth in the Recitals.
- 2.64 "PIN-Based Debit Network" as used herein shall mean a national or regional on-line debit card network. Each network operates under its own set of operating rules and regulations.
- 2.65 "Production Use" as used herein shall mean, with respect to each Package, the use of System in the production environment to perform County's business operations. For the avoidance of doubt, County's production environment includes use of applicable portions of the System by Cardholder(s) in accordance with this Agreement.
- 2.66 "Real Property Records" as used herein shall mean real estate documents recorded and maintained by the Department. A list of categories of Real Property Records is set forth on Exhibit C

(RR/CC Fees), as updated from time to time under Paragraph 18.1 (Amendments).

- 2.67 "Registrar-Recorder/County Clerk" as used herein shall mean the Director or Acting Director of the Department and/or such person's designee.
- 2.68 "RR/CC Fees" as used herein shall mean (a) fees for obtaining one or more certified copies of one or more Vital Records or Real Property Records and (b) Other RR/CC Fees. A list of the RR/CC Fees is set forth on Exhibit C (RR/CC Fees), as updated from time to time under Paragraph 18.1 (Amendments).
- 2.69 "Services" as used herein shall mean, with respect to each Package, any development, installation, configuration, implementation, Operations Services, Maintenance and Support Services, and other services performed by or on behalf of Contractor pursuant to this Agreement for the type of Transaction described in such Package.
- 2.70 "Source Code" as used herein shall mean computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation.
- 2.71 "Specifications" as used herein shall mean, with respect to each Package, all functional, operational, technical and/or business specifications, requirements, features, standards and Deliverables for the System, all as set forth in the Documentation and/or this Agreement for such Package, including the County's RFP, the Contractor's Proposal, the SOW and/or any Custom Programming Modification Request.
- 2.72 "State" as used herein shall mean the State of California.
- 2.73 "Statement of Work" or "SOW" as used herein shall mean Exhibit A attached to this Agreement, together with all Packages, appendices, attachments and schedules thereto, as amended from time to time by any Amendment.
- 2.74 "Subcontractor" or "Subcontractors" as used herein shall mean any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations hereunder in accordance with Paragraph 18.37 (Subcontracting).
- 2.75 "System" as used herein shall mean, with respect to each Package, the System Software, System Hardware, and Services for such Package. References to the System may include one or more components or modules thereof or the System as a whole.

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- 2.76 "System Hardware" as used herein shall mean, with respect to each Package, all hardware supplied by or on behalf of Contractor pursuant to this Agreement for the type of Transaction described in such Package, including, as applicable, the Workstations, the Terminals, the Authorization Server, and the other hardware described in such Package. References to the System Hardware may include one or more components or modules thereof or all System Hardware in the System.
- 2.77 "System Software" as used herein shall mean, with respect to each Package, all computer programs conceived, created, developed or otherwise supplied by or on behalf of Contractor pursuant to this Agreement for the type of Transaction described in such Package, together with all Source Code, object code and Documentation. System Software includes, with respect to each Package, the programs described in such Package, and the Interfaces, the Updates, and the Custom Programming Modifications for such Package. References to the System Software may include one or more components or modules thereof or all System Software in the System.
- 2.78 "Task" as used herein shall mean, with respect to each Package, one or more major areas of Work to be performed under this Agreement for the type of Transaction described in such Package, including those areas identified as a numbered Task or Subtask in each such Package, and all subtasks thereunder.
- 2.79 "Term" as used herein shall have the same meaning as set forth in Paragraph 4.0 (Term of Agreement).
- 2.80 "Terminal" as used herein shall mean the equipment including separate keypad used to read Cards, transmit all information necessary to fully process Card Present Transactions and print Transaction receipts, and meeting the other Specifications described in applicable Packages 2 and 5 to the SOW.
- 2.81 "Third Party Software" as used herein shall have the mean as set forth in Paragraph 13.0 (Third Party Software).
- 2.82 "Transaction" as used herein shall mean an Online Transaction, a Card Present Transaction, or an Other Card Not Present Transaction, as the case may be. "Transactions" refers to more than one Online Transaction, Card Not Present Transaction, and/or Other Card Not Present Transaction.
- 2.83 "Transaction Fee" as used herein shall have the same meaning as set forth in Paragraph 5.1.
- 2.84 "Updates" as used herein shall have the same meaning as set forth in Paragraph 8.1 (Maintenance and Support Services).

- 2.85 “User” as used herein shall mean any person or entity authorized by either RR/CC or DPH to access or use any portion of the System Software.
- 2.86 “Vital Records” as used herein shall mean with respect to RR/CC, records of birth, death, and marriage recorded and maintained by the RR/CC. A list of categories of Vital Records for RR/CC is set forth on Exhibit C (RR/CC Fees). “Vital Records” as used herein shall mean with respect to DPH, records of birth and death events initiated and temporarily maintained by the DPH. A list of categories of Vital Records for DPH is set forth on Exhibit C2 (DPH Fees). These lists may be updated from time to time under Paragraph 18.1 (Amendments).
- 2.87 “Work” as used herein shall mean, with respect to each Package, any and all Tasks, Deliverables, goods, Services and other work performed by or on behalf of Contractor (including by Subcontractors, if any) pursuant to this Agreement for the type of Transaction described in such Package. Without limiting the foregoing, Work includes, with respect to each Package, provision of the System, including all System Software, System Hardware, and Services, and all equipment, labor, and other supplies required to perform the Services. Additionally, without limiting the foregoing, Work includes, with respect to each Package, provision of all packing materials for expedited shipping, but does not include paper, which shall be provided by the County.
- 2.88 "Workstation" as used herein shall mean, with respect to each Package, a personal computer (including monitor, central processing unit, operating software, application software, keyboard and printer) meeting at least the Specifications in such Package."
4. Paragraph 5.0 (Contractor Fees and Payments) of the Agreement is hereby deleted in its entirety and is replaced by a new Paragraph 5.0 (Contractor Fees and Payments) to read as follows:

“5.0 CONTRACTOR FEES AND PAYMENTS

- 5.1 For each Transaction processed by or on behalf of Contractor under this Agreement, the Contractor shall charge the Cardholder the applicable flat-rate fee set forth on Exhibit B (RR/CC Pricing Matrix) or Exhibit B2 (DPH Pricing Matrix) (each a "Transaction Fee") as the case may be. Other than RR/CC and DPH Fees and shipping charges permitted under Paragraph 5.8, the applicable Transaction Fee is the maximum amount chargeable by Contractor to each Cardholder for processing such Cardholder's Transaction. Other than shipping charges permitted under Paragraph 5.8, each Transaction Fee includes (a) all Contractor costs associated with

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providing all Work under this Agreement for the applicable type of Transaction, including the System Software, System Hardware and Services for such type of Transaction, and all other equipment, labor, and other supplies (including packing materials for expedited shipping, but excluding paper), required to perform the Services for such type of Transaction, and (b) all sales and other taxes applicable to such type of Transaction. No other amount shall be due and payable by the County (or any Cardholder) to the Contractor for providing Work under this Agreement.

- 5.2 Contractor is responsible for obtaining Authorization for all Transactions and for collecting all fees connected with the Services, including Transaction Fees, RR/CC Fees, DPH Fees, and shipping charges permitted under Paragraph 5.8. Contractor shall abide by all applicable Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and PIN-Based Network rules and regulations when obtaining Authorizations and collecting all fees. Contractor assumes all risk of monetary loss for any failure to obtain any of the aforementioned Authorizations, any failure to collect any of the aforementioned fees, any chargebacks and/or any other Card adjustments. County shall not be responsible or suffer any monetary loss for any failure to obtain any of the aforementioned Authorizations, any failure to collect any of the aforementioned fees, any chargebacks and/or any other Card adjustments.
- 5.3 Contractor shall remit by ACH transfer in immediately available funds to such bank account(s) as designated by County, all RR/CC Fees and DPH Fees and for each Transaction by 4:00 p.m. Pacific Time on the next Business Day (excluding weekends and County holidays, for which reimbursement of RR/CC Fees and DPH Fees shall be made by 4:00 p.m. Pacific Time the following Business Day) following the Day on which the Contractor is permitted to charge the Card for such Transaction in accordance with the applicable Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and PIN-Based Network rules and regulations, regardless if funds have been collected/secured by or on behalf of the Contractor. On each such Business Day, Contractor shall issue a separate ACH transfer for each department and service area as identified by County, such separate ACH transfer to include all RR/CC Fees and DPH Fees required for such service area under this Paragraph 5.3.
- 5.4 In the event Contractor fails to remit any RR/CC Fees and/or DPH Fees due on any Business Day in accordance with the terms set forth herein, Contractor shall be charged and liable to the County for interest on such RR/CC Fees or DPH Fees, as the case may be, at the Federal Funds Rate per Day prorated based upon a 360 Day year for each Day (or portion thereof) delay in County receiving said remittance. The interest charges provided herein may be

waived whenever the County finds, in its sole discretion, that late remittances were excusable by under Paragraph 18.18 (Force Majeure). Such interest shall be due and payable upon Contractor's receipt of written notice of the delayed remittance.

- 5.5 The Transaction Fees are not subject to increase during the Initial Term, except as expressly described in Paragraph 5.6 and 5.10. Ninety (90) days prior to each anniversary of the Effective Date (commencing with the fourth anniversary), the Contractor may submit a written request to the Registrar-Recorder/County Clerk for an increase in each Transaction Fee based upon a commensurate (and demonstrable) increase in applicable Card discount rates or other expenses of the Contractor which are permitted to be factored into such Transaction Fee under the terms of this Agreement, as identified in Exhibit B (RR/CC Pricing Matrix) and B2 (DPH Pricing Matrix). Each written request must include detailed supporting documentation for the increase included in such request. Provided that the Registrar-Recorder/County Clerk in consultation with DPH, if applicable, is reasonably satisfied with the supporting documentation for the increase, the Registrar-Recorder/County Clerk shall authorize such increase, subject in all respects to execution of an Amendment in accordance with Paragraph 18.1 (Amendments). If authorized, each increase shall remain effective for the subsequent annual period of the Term commencing on the applicable anniversary of the Effective Date. For each Transaction Fee, the cumulative increase granted under this Paragraph 5.5 shall not exceed \$2.00.
- 5.6 Notwithstanding the foregoing, on a semi-annual basis during the Term, the Contractor shall submit detailed documentation to the Registrar-Recorder/County Clerk supporting the then-current Transaction Fees, including a list of all of the applicable Card discount rates and other expenses of the Contractor which are permitted to be factored into the Transaction Fees under the terms of this Agreement, as identified in Exhibit B (RR/CC Pricing Matrix) and Exhibit B2 (DPH Pricing Matrix), as well as a comparison of Contractor's budgeted loss during the period for improper/illegal use of Cards to Contractor's actual loss. If at any time the Registrar-Recorder/County Clerk reasonably determines that a then-current Transaction Fee is not supported by the applicable detailed documentation, the Contractor shall accordingly reduce such Transaction Fee. If a Transaction Fee is reduced under this Paragraph 5.6 during the Initial Term, the Contractor may obtain an increase in such Transaction Fee up to the Transaction Fee in effect as of the Effective Date if, with respect to any semi-annual period during the Initial Term, the Contractor can demonstrate, to the reasonable satisfaction of the Registrar-Recorder/County Clerk a commensurate increase in the applicable Card discount rates and/or other expenses of the Contractor which are permitted to be factored into such Transaction Fee under the terms of this

Agreement, as identified in Exhibit B (RR/CC Pricing Matrix) and B2 (DPH Pricing Matrix), or in the actual loss for improper/illegal use of Cards.

- 5.7 The amounts set forth on Exhibit B (RR/CC Pricing Matrix) and Exhibit B2 (DPH Pricing Matrix) includes all amounts necessary for all applicable California and other state and local taxes for the System and other Work performed by Contractor. County shall not be liable or responsible for reimbursement of any such taxes. Contractor will be solely liable and responsible for, and shall pay such tax directly to the State or other taxing authority.
- 5.8 For each Transaction, the Contractor may charge shipping charges to each Cardholder electing an expedited shipping option. Contractor shall not charge each such Cardholder shipping charges greater than the then current prices offered by the applicable shipping carrier to the general public for the expedited shipping option. County shall not be liable or responsible for reimbursement of any shipping charges. Contractor shall be solely liable and responsible for all such shipping charges, and shall pay such shipping charges directly to the carrier applicable. In the event that shipping charges are increased by Contractor's carrier, Contractor shall notify the Registrar-Recorder/County Clerk in writing within five (5) Days of notification and modify the rates charged to Cardholders.
- 5.9 Notwithstanding anything to the contrary in this Agreement, Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Work provided by Contractor after expiration or termination of this Agreement. Further, Contractor shall not be entitled to charge or collect from Cardholders, Transaction Fees or for any other payment of any money or reimbursement, of any kind whatsoever, for any Work provided by Contractor after expiration or termination of this Agreement.
- 5.10 For Package 3 of the Statement of Work, Contractor on a semi-annual basis will review the Other Card Not Present Transactions during the immediately preceding six months for any significant change on the average transaction amount of \$13.00 as listed on the Exhibit 11 (Pricing Sheet) of the County's RFP. If there is a significant increase, Contractor shall submit a written request to the Registrar-Recorder/County Clerk for an increase in each Transaction Fee based upon such increase. Each written request must include detailed supporting documentation for the increase included in such request. Provided that the Registrar-Recorder/County Clerk is reasonably satisfied with the supporting documentation for the increase, the Registrar-Recorder/County Clerk shall authorize such increase, subject in all respects to

execution of an Amendment in accordance with Paragraph 18.1 (Amendments). If authorized, each increase shall remain effective until Contractor submits the next request and is approved under this Paragraph 5.10. If during the Initial Term, Contractor is not able to demonstrate a significant increase in the average Transaction amount of Other Card Not Present Transaction, then no further requests will be granted under this Paragraph 5.10 and requests shall be limited to those under Paragraph 5.5. For each Transaction Fee, the cumulative increase granted under this Paragraph 5.10 shall not exceed \$2.00.”

5. Paragraph 6.0 (Administration of Contract - County) of the Agreement, the first paragraph is hereby deleted in its entirety and is replaced by a new first paragraph to read as follows:

“A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit F (County’s Administration – RR/CC) and Exhibit F2 (County’s Administration - DPH). The County shall notify the Contractor in writing of any change in the names or addresses shown.”

6. Paragraph 8.1.3 of the Agreement is hereby deleted in its entirety and is replaced by a new Paragraph 8.1.3 to read as follows:

“8.1.3 County's Project Director(s) of RR/CC or DPH, as the case may be, will initiate any County-requested Custom Programming Modifications by submitting a Custom Programming Modification Request Form substantially in the form of Exhibit N hereto (each a "Custom Programming Modification Request") to Contractor's Project Director. With respect to each County-requested Custom Programming Modification, the Parties thereafter will proceed in accordance with, as applicable, Subtask No. 9.3 of Package 1; Subtask 9.2 of Packages 2, 3 and 5; and Subtask 9.3 of Package 4.”

7. Paragraph 13.1 of the Agreement is hereby deleted in its entirety and is replaced by a new Paragraph 13.1 to read as follows:

“13.1 The System Software identified as "Third Party Software" on any of Attachment 1-C to Package 1 of the SOW, Attachment 2-C to Package 2 of the SOW, Attachment 3-C to Package 3 of the SOW, Attachment 4-C of Package 4 of the SOW, and Attachment 5-C of Package 5 of the SOW (with respect to each Package, collectively "Third Party Software"), is owned by third parties. No other software included in the System Software is owned by third parties other than the Third Party Software. Contractor represents and warrants that it has not modified and will not modify, such Third Party Software. Contractor represents and warrants that such Third Party Software shall, together with the remainder of the System Software, fully satisfy all Specifications and other requirements of this Agreement without the need for any modification of the Third Party Software by Contractor or otherwise.”

8. Paragraph 18.1.5 of the Agreement is hereby deleted in its entirety and is replaced by a new Paragraph 18.1.5 to read as follows:

“18.1.5 In the event there is a change in the fees and/or categories of documents listed in Exhibit C (RR/CC Fees) and/or Exhibit C2 (DPH Fees) then the applicable Exhibit C (RR/CC Fees) and/or Exhibit C2 (DPH Fees) shall be deemed to be updated to reflect such change without any further action by any of the Parties. Promptly following such change, RR/CC’s Project Director(s) shall provide the Contractor with an updated Exhibit C (RR/CC Fees) and/or Exhibit C2 (DPH Fees) including such change.”
9. Paragraph 18.23.6 of the Agreement is hereby deleted in its entirety and is replaced by a new Paragraph 18.23.6 to read as follows:

“18.23.6 Performance Bond: Contractor shall furnish for the purpose of this Agreement performance security in the form of a performance bond, a certificate of deposit (CD), or irrevocable letter of credit (LOC) in a form and from a financial institution acceptable to County in the amounts of \$50,000 for RR/CC and \$70,000 for DPH through the expiration or other termination of the Agreement.”
10. Subparagraph (a) of Paragraph 18.46.1 of the Agreement is hereby deleted in its entirety and is replaced by a new Subparagraph (a) of Paragraph 18.46.1 to read as follows:

“(a) Contractor shall: (i) stop performing Work under the Agreement on the date specified in, and to the extent specified in, the notice of termination; (ii) continue performing in accordance with this Agreement such Work as shall not have been terminated by such notice; (iii) promptly transfer to County all completed Work and Work in process that relates to that portion of the Agreement or Work terminated by such notice in a media reasonably requested by County; (iv) except as otherwise required by applicable law or regulation promptly return to County or destroy, as determined by County's Project Director(s), any and all Confidential Information that relates to that portion of the Agreement or Work terminated by such notice (County shall have the right to request certifications from Contractor's authorized representatives that no copies of the Confidential Information have been retained by or on behalf of Contractor); (v) tender promptly payment to County of all RR/CC Fees and DPH Fees that relate to that portion of the Agreement or Work terminated by such notice; (vi) tender promptly payment to County, and shall continue to tender payment for the duration, of all accrued interest under Paragraph 5.4 of the Agreement, to the extent applicable; (vii) tender promptly payment to County, and shall continue to tender payment for the duration, of any liquidated damages levied pursuant to Paragraph 18.24 (Liquidated Damages), of the Agreement, to the extent applicable; and (viii) maintain all material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement in accordance with Paragraph 18.35 (Record Retention and Inspection/Audit Settlement).”

11. Paragraph 18.55 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) is hereby incorporated into the Agreement, as amended by this Amendment Number Two, immediately following Paragraph 18.54 (Survival), as follows:

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

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

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

12. Paragraph 18.56 (Termination for Breach of Warranty to Maintain Compliance with County's defaulted Property Tax Reduction Program) is hereby incorporated into the Agreement, as amended by this Amendment Number Two, immediately following Paragraph 18.55 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), as follows:

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 18.55 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

13. Exhibit B (Pricing Matrix) of the Agreement is hereby deleted in its entirety and is replaced by a new Exhibit B (RR/CC Pricing Matrix), a true and correct copy of which is attached hereto and incorporated into the Agreement, as amended by Amendment Number Two.
14. Exhibit C (RR/CC Fees) of the Agreement is hereby deleted in its entirety and is replaced by a new Exhibit C (RR/CC Fees), a true and correct copy of which is attached hereto and incorporated into the Agreement, as amended by Amendment Number Two.

15. Exhibit F (County's Administration) of the Agreement is hereby deleted in its entirety and is replaced by a new Exhibit F (RR/CC – County's Administration), a true and correct copy of which is attached hereto and incorporated into the Agreement, as amended by Amendment Number Two.
16. Exhibit O (Performance Requirements Summary Chart) of the Agreement is hereby deleted in its entirety and is replaced by a new Exhibit O (Performance Requirement Summary Chart), for which a true and correct copy is attached hereto and is incorporated into the Agreement, as mentioned by this Amendment Number Two.
17. The following Packages and Exhibits, for which a true and correct copies are hereto attached and are incorporated into the Agreement, as amended by this Amendment Number Two as follows:
 - Package 4 - Department of Public Health: Online Transactions to the Statement of Work
 - Package 5 - Department of Public Health: Card Present Transactions to the Statement of Work
 - Exhibit B2 - DPH Pricing Matrix
 - Exhibit C2 - DPH Fees
 - Exhibit F2 - DPH - County's Administration
 - Exhibit P2 - Office Locations for Packages 4 and 5 - DPH
18. Except as otherwise provided under this Amendment Number Two, the Agreement, as previously amended, including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

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AMENDMENT NUMBER TWO
TO AGREEMENT NUMBER 76955
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LEXISNEXIS VITALCHEK NETWORK INC.

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

LEXISNEXIS VITALCHEK NETWORK, INC.

By [Signature]
AUTHORIZED SIGNATURE
Jerry B. Peltz
PRINT NAME
VP & Gen Mgr
PRINT TITLE

76955
Supplemental Agreement

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
Of the Board of Supervisors

COUNTY OF LOS ANGELES

By [Signature]
Mayor, Board of Supervisors

By [Signature]
DEPUTY

APPROVED AS TO FORM:
Andrea Sheridan Ordin
County Counsel

By [Signature]
Amanda M.L. Drukker
Senior Deputy County Counsel



I hereby certify that pursuant to Section 26103 of the Government Code, delivery of this document has been made.

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

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21

JUN 14 2011

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBITS TO THE AGREEMENT

STANDARD EXHIBITS

- Exhibit A - Statement of Work
- Exhibit B - RR/CC Pricing Matrix
- Exhibit B2- DPH Pricing Matrix
- Exhibit C - RR/CC Fees
- Exhibit C2- DPH Fees
- Exhibit D - County's RFP [incorporated by reference]
- Exhibit E - Contractor's Proposal [incorporated by reference]
- Exhibit F - County's Administration – RR/CC
- Exhibit F2- County's Administration - DPH
- Exhibit G - Contractor's Administration
- Exhibit H - Certificate of Completion
- Exhibit I - Acknowledgement, Confidentiality and Assignment Agreement
- Exhibit J - Contractor's EEO Certification
- Exhibit K - Jury Service Ordinance
- Exhibit L - Safely Surrendered Baby Law
- Exhibit M - Notice to Employees Regarding the Federal Earned Income Credit (IRS Notice 1015)
- Exhibit N - Custom Programming Modification Request
- Exhibit O - Performance Requirements Summary Chart
- Exhibit P - Office Locations for Packages 2 and 3 - RR/CC
- Exhibit P2- Office Location for Packages 4 and 5 - DPH
- Exhibit Q - Global Payments Direct Subcontract

**STATEMENT OF WORK
PACKAGE 4 – ONLINE TRANSACTIONS**

1. SCOPE OF WORK

This Package and all attachments hereto (collectively, this "Package") describes the project information for Online Transactions for DPH. County's expectation is that the resultant Contractor must have the capability to process at least 350 Online Transactions per day and meet all service levels set forth in this Package. The number of Online Transactions per day is an expectation and does not guarantee a certain amount of business. During the Term of the Agreement, Contractor shall ensure its capacity to process increasing volumes of Online Transactions maintaining all the service levels specified in this Package.

The Contractor shall provide all applicable services, software, hardware, equipment, labor, materials, and supplies (except paper) necessary to provide all Work described under this Package, including accepting and processing the Card or payments described in this Package, and shall charge a Transaction Fee to customers under this Package for each Transaction. The County expects that no other amounts will be due and payable to the Contractor under this Package for performing the Work under this Package.

Contractor responsibilities with respect to this Package include, but are not limited to: (i) customizing an existing funeral home application portal (developed by Contractor) for accepting fees related to death certificates (Vital Records) processing and Card information/payments; (ii) providing an account management function for unique login and password access to funeral home portal; (iii) receiving scanned documents of notarized Certificate of Identity from DPH staff and storing digital images of notarized Certificate of Identity corresponding to individual accounts; (iv) providing a back-end administrative tool for account management; (v) providing Workstations with dedicated communication/data lines if needed (vi) securely transmitting completed requests to DPH for processing; (vii) arranging for expedited mail services when customers select this option; (viii) providing a queuing management system for order fulfillment; (ix) providing a toll-free number for funeral home staff and DPH staff to obtain technical support and/or assistance with system problems, errors, etc. (x) verifying customers' Card and billing information to ensure the information on record matches with the Card Issuer; (xi) providing option to enter a separate shipping address if not the same as information on profile of user placing the order; (xii) providing option to enter a separate payer with a mechanism, such as a checkbox, to display a separate payer page upon selection; (xiii) provide real time order status to the funeral homes through the portal ;(xiv)providing core reports such as Invalid Login Attempts, New Users Report, and User Access Report (xv) providing Operations Services and Maintenance and Support Services as described in this Package; (xvi) providing

the level System security described in this Package; (xvii) collecting of all fees; (xviii) remitting to the County the DPH Fees in accordance with Paragraph 5.3 in the body of the Agreement; and (XIX) assuming all risk of chargebacks and/or other Card adjustments.

Contractor shall complete and deliver all software, hardware, other goods, maintenance and support and related project management and other services to accomplish all of the Tasks set forth in this Package including completion and delivery of the System for this Package to the County's Project Director(s)'s satisfaction. The System for this Package shall include functions that directly support DPH's existing website. The System must operate in accordance with the requirements set forth in Attachments 4-A (Functional Requirements) and Attachment 4-B (Business Requirements) to this Package, the other Specifications, and otherwise with this Agreement. Unless otherwise expressly stated, all Work described in this Package or the Agreement shall be performed by Contractor, and Contractor shall be fully responsible for said performance.

Contractor shall use standard DPH software set forth below when preparing Deliverables. Contractor shall provide Deliverables which are to be delivered in a file format, in a format which is importable to the following standard DPH software:

- Microsoft Word .doc
- Microsoft Excel .xls
- Portable Document Format .pdf

2. TASKS AND DELIVERABLES

The following Tasks, and associated subtasks and Deliverables, shall be addressed in the Project Plan prepared pursuant to Task 1:

TASK 1 - PROJECT PLANNING AND MANAGEMENT

SUBTASK 1.1: KICK-OFF MEETING

County will schedule a kickoff meeting with Contractor to occur within seven (7) business days of the effective date of Amendment Number Two to the Agreement ("Amendment Two Effective Date") to discuss and modify as necessary the Project Plan provided by Contractor.

Subtask 1.1 Deliverable:

Kickoff meeting within seven (7) business days of Amendment Two Effective Date.

SUBTASK 1.2: REVISED PROJECT PLAN

- (a) Contractor shall prepare a Project Plan (the “Plan”) which shall be a comprehensive and detailed Plan for the System implementation consistent with this Package that includes the following areas:
- Planning and Direction to include timeline of three (3) months to complete the project.
 - Staffing and Team Management with roles and responsibilities
 - Compliance with Data Security Guidelines
 - Incorporating County’s business processes, security and technical requirements as stated in this Package
- (b) The Plan shall include the following:
1. A full organizational chart detailing staff by classification and assignment including the name of Contractor’s Project Manager or alternate management staff that will be assigned full-time to this project. Alternate management staff shall possess at least two (2) years experience in performing similar services. County must have access to Contractor’s Project Manager and alternate management staff during normal business hours, Monday through Friday (except legal holidays), 8:00 a.m. to 5:00 p.m., Pacific Time. In addition, provide the escalation procedures and guidelines to be used by the County, as needed.
 2. A list of Contractor staff who will be assigned to provide on-site support for the following areas: a) Operations Services; b) Maintenance and Support Services. Include a short description of duties and responsibilities for each staff member.
 3. A list of Contractor’s milestones, Tasks, and subtasks required to successfully complete and deliver on time the System, including the System Software, System Hardware, and/or Services, for this Package. Include a Gantt chart that lists all Tasks, start and end dates, responsibilities, assignments, and dependencies. At a minimum, all of the Tasks, subtasks, and Deliverables in this Package shall be included in the list.
 4. A list of Tasks and subtasks to be completed by County as requested by Contractor after review and approval by County’s Project Director(s).
 5. Without limiting Paragraph 18.37 (Subcontracting) in the body of the Agreement, a list of Subcontractors that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that will be provided by Subcontractor(s).
 6. Plan to incorporate County’s business processes, security and technical requirements.

Subtask 1.2 Deliverables:

Plan that includes a schedule of individualized Tasks, subtasks, and Deliverables and other resource planning activities as described in Subtask 1.2.

SUBTASK 1.3: FINAL PROJECT PLAN

Contractor shall submit the completed Plan, including attachments defined in this Package, and submit to County within five business (5) days of kickoff meeting.

- (a) County will review the Plan and submit changes to Contractor within three (3) days of receipt.
- (b) Contractor shall review the changes requested by County and be prepared to reject or approve the changes within 48 hours.
- (c) County shall have final approval of the Plan. County will monitor/oversee Contractor's progress based on the approved Plan.
- (d) Updates to the Plan based on the weekly Project Status Reports delivered under Subtask 1.4 will be reviewed and approved by County and, once approved, will be deemed to be included in the Plan originally approved under this Subtask 1.3.

Subtask 1.3 Deliverable:

Final Project Plan.

SUBTASK 1.4: PROJECT MANAGEMENT IMPLEMENTATION

- 1.4.1 During the implementation process, Contractor shall be required to manage project activities and resources, and track project status. This shall include identifying, managing and tracking all issues. Contractor shall report project status on a weekly basis through a Project Status Report. The Project Status Report shall be presented to the County's Project Director(s) and County's Project Manager(s). The report shall cover, at a minimum, project progress against the Plan, plans and outstanding issues. It shall also include any proposed updates to the Plan.
- 1.4.2 Contractor shall create a System that meets all expectations set forth in this Agreement, including the Specifications. Contractor shall be responsible for each step of the System's implementation process and provide an extensive quality assurance process to ensure quality is being met. DPH will assist Contractor's Quality Assurance (QA) team member by reviewing and testing System through each step of the process. Contractor will provide the results to County's Project Director(s) through a

Project Status Report on a weekly basis throughout the project implementation. Contractor shall notify County's Project Manager(s) within 24 hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Manager(s) may request a meeting as deemed necessary with Contractors Project Manager. This Subtask is in addition to the review, which will be conducted under Paragraph 18.13 (County's Quality Assurance Plan) of the Agreement.

- 1.4.3 Contractor shall provide a quality control plan to document the processes, practices and procedures to be used in order to measure the adherence to requirements during implementation. This plan shall be utilized during the implementation process and reviewed on an agreed-upon basis.

Subtask 1.4 Deliverables:

Weekly Project Status Reports that cover project progress against the Plan, quality assurance, outstanding issues, and any proposed updates to the Plan.

SUBTASK 1.5: PROJECT MANAGEMENT - POST IMPLEMENTATION SUPPORT

Commencing after the implementation process and continuing throughout the remainder of the Term of the Agreement, Contractor shall provide ongoing project management support to include managing and tracking all issues related to Operations Services and Maintenance and Support Services, including any failure of the System, including the System Software, System Hardware and/or Services, to perform in accordance with the Specifications, and otherwise with this Agreement.

In addition, Contractor shall be responsible to monitor the quality assurance platform. DPH may assist Contractor's Quality Assurance (QA) team member to ensure quality is being met by reviewing and testing System. Contractor will provide the results to County's Project Director(s) through a Project Status Report on a monthly basis. Contractor shall notify County's Project Manager(s) within 24 hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Manager(s) may request a meeting as deemed necessary. This Subtask is in addition to the review, which will be conducted under Paragraph 18.13 (County's Quality Assurance Plan) of the Agreement.

Subtask 1.5 Deliverable:

- 1.5.1 Monthly Project Status Reports for ongoing project management to report any operational, quality assurance and maintenance and support issues.

- 1.5.2 Weekly status reports on any issues addressed and resolution provided.

SUBTASK 1.6: QUALITY CONTROL

The Contractor shall be required to establish and utilize a comprehensive quality control plan (the "Control Plan") to assure the County a consistently high level of service throughout the Term of the Agreement. The Control Plan shall be submitted to the County's Project Manager(s) for review. The Control Plan shall include, but not be limited to, the following:

- 1.6.1 An inspection system covering all Services listed in the Exhibit O (Performance Requirements Summary (PRS) Chart). It must specify the activities to be inspected on both scheduled or unscheduled basis, frequency of inspections, and the title of the individual(s) who will perform the inspection.
- 1.6.2 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 correction.
- 1.6.3 A method of ensuring uninterrupted service to DPH's customers in the event of a strike of the Contractor's employees or any other unusual occurrence (e.g. power loss) which would result in the Contractor being unable to perform the Work.

Subtask 1.6 Deliverable:

Control Plan established to ensure quality and continuity of Service.

TASK 2 - SYSTEM ANALYSIS AND SITE ASSESSMENT

SUBTASK 2.1: FUNCTIONAL ANALYSIS

In this Task, Contractor shall work with DPH's staff to review and validate documented requirements as specified in Attachment 4-A (Functional Requirements) and Attachment 4-B (Business Requirements) to this Package. Contractor shall develop a set of detailed project tasks in two steps. The first step documents, at a high level, the customizations necessary for the System to support DPH's business requirements, thereby, defining the project scope. The second step defines the method for completing the functional and technical Tasks to support these requirements.

Contractor shall provide an overview of the System functionality (refer to Attachment 4-A to this Package) and subsequent implementation Tasks.

- (a) Review business processes: Contractor shall conduct meetings with County's Project Manager(s) and subject matter experts to assess business needs, business processes and recommend changes, as needed.

- b) Prototyping sessions: Contractor shall conduct prototyping sessions to demonstrate the capabilities of the proposed System to support the DPH's documented business requirements (Attachment 4-B to this Package). Contractor shall map the DPH's requirements and business processes to develop scripts for prototyping.

Subtask 2.1 Deliverable:

- 2.1.1 Documentation outlining functional analysis on the customizations for the System including DPH's business requirements.
- 2.1.2 A complete working prototype of the System that meets all the requirements set forth in the business requirements.

SUBTASK 2.2: TECHNICAL ASSESSMENT

In this Task, Contractor shall assess Transaction volumes, and technical platform for implementing the proposed System. This assessment shall be based on the DPH's current usage information, Transaction volumes, archival requirements, and growth projections.

Subtask 2.2 Deliverable:

Report on the specifications developed during the Technical Assessment Task. The technical specifications shall include, but not be limited to:

- Schematic drawings to depict the deployment of the technical architecture
- Online architecture (Web and application server)
- Operations architecture to support:
 - Printing (Ad hoc & Production reports)
 - Security
 - High Availability
 - Data Archiving
 - Backup/Restore
 - Application Development
 - Application Training
 - Application Testing

**TASK 3 – CUSTOMIZATION, INSTALLATION, AND CONFIGURATION FOR
SYSTEM SOFTWARE AND SYSTEM HARDWARE**

SUBTASK 3.1: WEBSITE INSTALLATION, AND CONFIGURATION

The Contractor shall customize, install and configure website which has the functionality described in Attachment 4-A (Functional Requirements) and Attachment 4-B (Business Requirements), to this Package and performs in accordance with the Specifications and otherwise with this Agreement.

The webserver and website shall be installed and configured using the Contractor’s own hardware, hosted at the Contractor’s location, with installation to take place at a pre-arranged time approved by County, utilizing Contractor’s staff.

Subtask 3.1 Deliverable:

Customize, install and configure a website which has the functionality described in Attachment 4-A (Functional Requirements) and Attachment 4-B (Business Requirements), in each case, to this Package and perform in accordance with the Specifications and otherwise with this Agreement.

SUBTASK 3.2: INSTALLATION AND CONFIGURATION OF WORKSTATION

If needed, , Contractor shall install and configure using the Contractor’s own hardware with installation to take place at a pre-arranged time approved by County, utilizing Contractor’s staff with the assistance of DPH staff, as approved in advance by County’s Project Director(s). The Workstations shall be set-up to process Card payments by communicating with Authorization Server, to print search slips, mailing labels, mail scanner for e-mail notification, summary reports, and proof ACH as required herein.

3.2.1 Workstations shall be installed at the following designated area:

DESIGNATED AREA:	QUANTITY OF WORKSTATIONS
Vital Records Office – District Office	3

Contractor may be required to install additional Workstations as the need arises at designated areas specified by County, at no cost, to the County. County will provide a ten day notice.

3.2.2 Workstations:

- 1) Each workstation will be set-up to include:
 - a) 24" monitor
 - b) Network connectivity (between the County and Contractor)
 - c) Local Laser printer
 - d) System Hardware (specifications refer to Attachment 1-D).
- 2) Laser Printers: Contractor shall install two (2) laser printers for printing summary reports, search slips, and proof ACH payment. Printers shall accommodate all on-site printing associated with the Agreement. Contractor shall also provide all consumables, with the exception of paper, required by the printers. Contractor shall keep no less than one (1) spare printers on site, which will ensure less down time and reduce any printing backlog.
- 3) Scanner: Contractor shall install the scanner to scan regular mail receipts that will automatically generate an e-mail notification to the customer advising that the order has been processed and mailed.

Subtask 3.2 Deliverables:

If needed, install and configure Workstations which have the functionality described in Attachment 4-A (Functional Requirements) and Attachment 4-B (Business Requirements), including required consumables, laser printers, fax machines with communication lines and mail scanner to perform in accordance with the Specifications and otherwise with this Agreement.

SUBTASK 3.3: DOCUMENTATION

Contractor shall provide operator's/user's guides and other Documentation for the development, installation, and confirmation of website, Interfaces and Workstations as specified in the other subtasks to this Task 3.

The Contractor shall provide five (5) electronic copies (PDF format) of the operator user's guide on a CDR or DVD-R, which may be printed or duplicated by the County as needed.

The Contractor shall provide both updated operator's/user's guide and System Documentation as specified in Task 3 when revisions are made to any part of the System that materially change the Documentation provided prior to the implementation date of such revisions. Revised Documentation shall be provided to the County prior to any major Updates of the System.

Subtask 3.4 Deliverable:

- 3.4.1 Complete operator's/user's guides and other Documentation for all subtasks under Task 3.0
- 3.4.2 Updated operator's/user's guides and other Documentation.

TASK 4 – SECURITY

SUBTASK 4.1: STANDARDS AND GUIDELINES

Contractor and all Work provided by, or on behalf of, Contractor shall comply with (a) all applicable data security standards and guidelines that may be published from time to time by the Association, any Card Issuer, or any Card processor including the Cardholder Information Security Program (CISP) and Payment Card Industry (PCI) Data Security Standard and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) standards from time to time published by the County's Chief Information Security Officer (CISO) and provided by County's Project Director(s) to Contractor.

Contractor shall be and remain a CISP and PCI certified service provider and be certified by any other Card Issuers, Card Processor or Associations that have mandatory security requirements with which Contractor must comply in order to perform the Tasks, Deliverables, goods, Services and other work from time to time under this Agreement. Contractor shall prepare and deliver notification to County within 72 hours of Contractor's notification of decertification, a corrective action plan on how to mitigate and fix all issues to reinstate certification. Contractor shall implement each corrective action plan within five (5) business days of notification to County.

Subtask 4.1 Deliverables:

- 4.1.1 Certified letter of CISP and PCI prior to System's Acceptance and Certification as specified in Subtask 8.3.
- 4.1.2 Notice within 72 hours of Contractor's decertification and a corrective action plan.
- 4.1.3 Corrective action plan within five (5) business days of notification to County.

SUBTASK 4.2: FILE TRANSFER AND ONLINE TRANSACTIONS

Contractor shall install and configure a dedicated data server for the Secure File Transfer Protocol (SFTP).

Contractor shall maintain FTP file encryption of using a minimum of 256-bit Advanced Encryption Standard (AES) for all data exchanges between County and Contractor. All Online Transactions must be protected by public-key encryption utilizing Secure Socket Layer (SSL) Internet Security Protocol. Should another encryption standard be required or proposed, then both the County's Project Manager(s) and Contractor shall meet and agree. Any changes to the security level shall be documented in writing.

Contractor shall use and require use of SSL version 3, of at least 128-bit Triple Data Encryption Standard (Triple-DES) for all portions of the System hosted by Contractor and all portions of the System hosted or housed by County but maintained by Contractor. Contractor is responsible for maintaining a current SSL certificate for all portions of the System hosted by Contractor and all portions of the System hosted or housed by County but maintained by Contractor.

The applicable portions of the System shall validate end-user browser to ensure support of SSL of at least 128-bit Triple-DES encryption, if not, the applicable portions of the System shall show County directed error message to End-User.

Subtask 4.2 Deliverables:

- 4.2.1 Install and configure a secure FTP Data server to retrieve incoming orders.
- 4.2.2 Maintain FTP file encryption using 256-bit AES for all data exchanges.
- 4.2.3 Meet requirement of utilizing SSL of at least 128-bit Triple-DES and maintain SSL certificate.

SUBTASK 4.3: SECURITY RISK AND VULNERABILITY ASSESSMENTS

To validate appropriate security levels, Contractor shall, at its own expense, conduct a System security risk and vulnerability assessment and provide a written report of assessment. This assessment is comprised of potential vulnerabilities and risks associated with, but are not limited to the web application, database, server(s), data transmission, stored confidential/sensitive data, etc.

Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 3.3, 4.1, 4.2, and 5 of this Package. Contractor will conduct annual security assessments and prepare a written report of such assessment that includes the components and devices involved in the processing of a transaction end-to-end, written code, techniques used and identification of any potential vulnerabilities and risks. The report(s), at a minimum, should depict the gaps between the current and desired state. Additionally, in connection with each security assessment described above, Contractor shall provide County a letter certifying that the System is CISP and PCI compliant prior to County issuing the Certificate

of Completion for Subtask 8.2 (Acceptance Testing) and annually thereafter on the anniversary of the Effective Date.

Subtask 4.3 Deliverables:

- 4.3.1 Conduct a System security risks and vulnerabilities assessment and provide a written report of findings.
- 4.3.2 Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 3.3, 4.1, 4.2, and 5 of this Package.
- 4.3.3 Provide annual security assessments and written reports of assessment on the anniversary of Effective Date. The report must include an action plan that addresses the remediation and/or mitigation of all “high-risk” items. The remaining items must be addressed, in terms of the Contractors intention to remediate and/or mitigate based upon an agreed upon timeframe. Provide a certified letter that System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2.
- 4.3.4 Annually thereafter on the anniversary of the Effective Date provide a certified letter that System is CISP and PCI compliant.

SUBTASK 4.4: NOTIFICATION/REPORTS OF SECURITY INCIDENTS

Contractor shall report to County in writing any information security incident within one (1) hour of identification or notification of incident. As used herein, an information security incident means any breach or other incident which could reasonably compromise the confidentiality, integrity, or availability of any data or other information relating to Cardholders.

Contractor shall additionally provide information security incident reports and assessments for all incidents that may potentially affect County. County shall determine if an incident is identified based on criticality, major or minor incident: For major incidents, assessment and notification within two (2) hours and for minor incidents, assessment and notification within 12 hours.

Subtask 4.4 Deliverables:

- 4.4.1 Report security incidents within one (1) hour of information security incident notification/identification to the County’s Project Manager(s).
- 4.4.2 Provide information security incident reports and assessments of all incidents within timeframe specified to the County’s Project Manager(s).

TASK 5 – REPORTS

The Contractor shall implement System Software to generate reports that include, but are not limited to, Invalid Login Attempts, New Users Report, User Access Report, Transaction Summary and Transaction Detail by Workstation, Transaction Summary and Transaction Detail by Location, total fees by date and various accounting reports relating to fees collected, number of copies sold, settlement fees, and items ordered including all Transaction information and Card charge date. In addition, Contractor shall provide Ad hoc reports requested by the County within five (5) business days of receiving the request by County's Project Director(s) for the following phases of the project. The Contractor shall work with the County to develop the data element and format of the Ad hoc Reports. Reports will be provided, at no cost, to the County.

Task 5 Deliverables:

- 5.1 Provide System capability to generate various accounting reports.
- 5.2 Provide Ad hoc reports to County within five (5) business days of request.

TASK 6 - OPERATIONAL READINESS ASSESSMENT (Technical)

Contractor shall develop a checklist for verifying the readiness of the technical infrastructure for Contractor to commence Work on Subtask 8.3 (System Acceptance Certificate). Among other items, this checklist will assist DPH in confirming the availability of:

- Data back-up and recovery procedures
- Operational roles, staffing and job schedules for daily, weekly, and monthly processes
- Production environment set up and sizing
- Technical infrastructure to support System and Services
- Connectivity of Workstations for all End Users
- Testing of all System Hardware (PC's, Printers, etc.)
- Integration to required existing RR/CC systems
- Reports tested

Contractor shall assist DPH staff in completing the operational checklist and the corrective actions to achieve readiness as defined in the checklist.

Task 6 Deliverable:

Completed a checklist for verifying the readiness of the System's operations and technical infrastructure, and assist DPH staff in completing the operational checklist.

TASK 7 - OPERATIONAL READINESS ASSESSMENT (End User)

Contractor shall develop a checklist for verifying the readiness of the DPH's End User community for Contractor to commence Work on Subtask 8.3 (System Acceptance Certificate). Among other items, this checklist will assist DPH in confirming the availability of:

- Updated departmental processes, policies and procedures
- Staff trained in accordance with goals in the End User Training Plan
- Established toll free access telephone number and email address for real time technical support staff
- 24/7 Help desk established to assist customers placing orders via the Internet

Task 7 Deliverable:

Provide a completed checklist validating the readiness of the System's End User community.

TASK 8 - ACCEPTANCE TESTING AND ACCEPTANCE CERTIFICATION

SUBTASK 8.1: ACCEPTANCE TEST PLAN

County will conduct Acceptance Testing with the assistance of Contractor on (a) System Software, (b) System as a whole and any portion thereof, (c) any County-approved Updates and (d) any County-requested Custom Programming Modifications. County will determine the components and manner of testing at its sole discretion.

DPH will use test scripts, developed by County with input from Contractor to test each functional requirement listed in Attachment 4-A (Functional Requirements) and Attachment 4-B (Business Requirements) in each case, to this Package and any other Specifications for System. Each script shall identify the expected results and performance of each function being tested and DPH will determine if the function is being executed correctly. Contractor shall assist DPH staff in the development and execution of test scripts and provide information to facilitate completion of System Acceptance Testing.

If County decides to conduct Acceptance Testing, County will develop an Acceptance Test Plan with the assistance of Contractor, which will include, but not be limited to, the following steps:

1. Create a funeral home account.
2. Verify and approve funeral home account.
3. Password change function.

4. Re-log into the system and submit an order for Vital Records via the Internet. Import the request into the System and review the customer data for accuracy.
5. Process the customer order with a corresponding bar code that links with the order.
6. Reconcile payments at backend.
7. Run all reports.
8. If needed, generate bar code mailing labels.

The Test Plan shall also include a full end-to-end System test with Contractor's assistance and certify readiness of System.

Subtask 8.1 Deliverable:

If determined by County, assist County in development of an Acceptance Test Plan identifying anomalies and taking corrective action.

SUBTASK 8.2: ACCEPTANCE TESTING

If County conducts Acceptance Testing with assistance of Contractor based on Acceptance Test Plan identifying anomalies and taking corrective action.

Subtask 8.2 Deliverable:

If determined by County, assist County in conducting Acceptance Testing based on Acceptance Test Plan.

SUBTASK 8.3: SYSTEM ACCEPTANCE CERTIFICATE

System operates in Production Use for ten (10) consecutive days without Deficiencies.

Pursuant to Paragraph 12.0 (System Tests and Acceptance By County) in the body of the Agreement, upon County's Project Director(s)'s determination of System Acceptance as specified to this Package, County will issue a written Certificate of Completion within 30 days of County's Project Director(s)'s determination.

Subtask 8.3 Deliverable:

Contractor's System must operate in Production Use for ten (10) consecutive days without Deficiencies prior to obtaining Certificate of Completion.

TASK 9 - MAINTENANCE AND SUPPORT SERVICES

Contractor shall provide Maintenance and Support Services commencing when Work starts on Subtask 8.3 (System Acceptance Certificate).

SUBTASK 9.1: MAINTENANCE AND SUPPORT

- 9.1.1 Contractor must correct any Deficiencies, at any level of severity, in the System Software, System Hardware and Services including communication/data lines within 24 hours of notification by DPH.
- 9.1.2 Contractor shall provide ongoing maintenance as indicated in Paragraph 8.0 (Maintenance and Support Services; Operations Services) of the Agreement.
- 9.1.3 Contractor's Payment processing services must be highly available (99.9%), fully redundant, and capable of processing transactions during each Day, with the exception of schedule maintenance.
- 9.1.4 Contractor shall provide Transaction roundtrip processing (request, determination, and response) Authorization time which does not exceed seven (7) seconds response time for website and DPH site assuming a 1.5 mega byte download DSL or higher.
- 9.1.5 Contractor shall provide written notification to County of scheduled maintenance and Updates that impact System no less than one (1) calendar week prior to commencement for County approval. County reserves the right to approve or disapprove the maintenance scheduled based on DPH business needs. County will not unreasonably withhold approval.
- 9.1.6 Contractor shall perform scheduled maintenance between the hours of midnight and 5 a.m., Pacific Time, as required. Updates and Custom Programming Modifications are not considered maintenance and as needed, DPH will schedule time for such services.
- 9.1.7 Contractor to provide written notification of regular Update no less than three (3) months prior to plan deployment in production if it requires County to modify the System. All Updates require the approval of County's Project Director(s).
- 9.1.8 Contractor to provide County a test environment and no less than one (1) month acceptance testing window prior to deployment of any major Update.
- 9.1.9 Contractor shall provide up-to-date written product Specifications within two (2) business days of every Update and Custom

Programming Modification (includes all Contractor's Specifications and other Documentation).

- 9.1.10 Contractor shall provide periodic Updates to System Software as indicated in Paragraph 8.0 (Maintenance, Updates, and Professional Services) of the Agreement. Updates may result from new laws mandated by State or Federal statutes. County may also require Custom Programming Modifications to System Software to meet internal needs.
- 9.1.11 Contractor shall back up County data (including digital documents as well as order information) on a quarterly basis on a mutually agreed upon media with Card number limited as required by applicable law, Data Security Guidelines, and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations at interval to maintain System recoverability.
- 9.1.12 Contractor shall store at least 12 months of live County data encrypted in 256-bit AES before archiving and provide County access to archived data via CD-R or mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.
- 9.1.13 Contractor shall store archived data encrypted in 256-bit AES for at least five (5) years from termination or expiration of Agreement. At end of such time, Contractor, at County's sole discretion and as permissible by Card Issuer, Card processor and Association Rules and applicable law, shall return said data to the County. Any changes to the encryption standard used must be agreed upon by both Contractor and the County's Project Manager(s).
- 9.1.14 Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.
- 9.1.15 Toll free access telephone number to live technical support staff or via e-mail for assistance with any Contractor owned equipment, including, but not limited to, computer, printer, fax machine, Express courier\regular mail scanner, software, authentication Authorization Server, phone lines, and specific customizations, Monday through Saturday, 7:00 a.m. to 8:00 p.m., Pacific Time.
- 9.1.16 Diversified staff of programmers, developers, analysts, web specialists, telecommunications and e-commerce experts to assist County as needed.

- 9.1.17 Support services and support management for any software required to connect to remote Workstations located at DPH.
- 9.1.18 Notification in writing to County's designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified. The response time is as follows:
- Critical or serious production problem shall not exceed 30 minutes
 - Others shall not exceed 12 hours
- In all circumstance, resolution shall be completed within 24 hours after incident is identified.
- 9.1.19 Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m., Pacific Time. Reply e-mails shall not be automatically generated responses, but should provide custom response to question.
- 9.1.20 Provide onsite support to repair System Hardware at DPH headquarters and district offices during normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m., except on County-recognized holidays.

Subtask 9.1 Deliverables:

Contractor shall provide Maintenance and Support Services outlined in Subtask 9.1.

SUBTASK 9.2: SUPPORT SERVICES FOR OPERATIONS (CUSTOMER)

Contractor shall provide technical support 24 hours a day, 7 days a week, 365/366 days a year to assist customers placing orders via the Internet, toll-free telephone line or fax.

Contractor shall ensure that customer's average hold time for operational and technical support calls shall not exceed 3 minutes. Contractor shall incorporate a mechanism to track customer complaints and take corrective action. Contractor will report the number of complaints and corrective action to County's Project Director(s) through the Project Status Report on a monthly basis as specified in Subtask 1.5.

Contractor shall provide real time order status to the funeral homes through the portal. Order Status IVR that includes a toll free number to assist customers and funeral home staff to obtain a status on their order.

Subtask 9.2 Deliverables:

- 9.2.1 Provide customer operational and technical support via phone, fax, or email, 24/7.
- 9.2.2 Contractor shall adhere to hold time requirement not to exceed three (3) minutes and provide a monthly Project Status Report.
- 9.2.3 Contractor shall report on customer complaints and corrective action through the Project Status Report on a monthly basis.
- 9.2.4 Provide real time order status to the funeral homes through the portal

SUBTASK 9.3 – CUSTOM PROGRAMMING MODIFICATIONS

As requested by County's Project Director(s), Contractor shall provide Custom Programming Modifications as needed to update System to meet County's evolving business and/or technical requirements. Each Custom Programming Modification shall be provided, at no cost to the County, in accordance with the following procedure:

- 1) For each Custom Programming Modification, the requesting Party, County or Contractor, shall submit a written request, Exhibit N (Custom Programming Modification Request Form) of the Agreement, to the other Party.
- 1) Contractor shall develop a System Design Report which includes:
 - a) Expected implementation duration
 - b) Design specification
 - c) System impact: database, user Interface, training, etc.
- 3) Contractor shall submit System Design Report to County for review and approval. Upon approval of the System Design Report by County Project Director(s), Contractor shall develop a Project Plan in accordance with Task 1 (Project Planning and Management).
- 4) At the sole option of County's Project Director(s), each System component shall be subject to Acceptance Testing. Contractor shall assist in developing test plans and conducting Acceptance Tests.

Task 9.3 Deliverables:

- 9.3.1 Develop and submit a System Design Report for requested Custom Programming Modification.
- 9.3.2 Develop a Project Plan for the completion of approved Custom Programming Modification.

9.3.3 Complete approved Custom Programming Modifications.

9.3.4 If required by County's Project Director(s), develop test plans and conduct Acceptance Tests.

TASK 10- TRAINING

SUBTASK 10.1: END USER TRAINING PLAN AND MATERIALS

Contractor shall develop a Training Needs Assessment to identify the DPH's training requirements to support its End Users' roles and responsibilities. Based on this assessment, Contractor shall develop the training plan and materials to conduct End User training. End User training shall support the requirement for the skill levels identified in the training strategy developed during Task 1.

Contractor shall conduct training and supply original training materials including, but not limited to, End User manual, and allow DPH to reproduce training materials, as necessary, to train additional End Users as the need arises.

Subtask 10.1 Deliverable:

Training Needs Assessment and a plan and materials for End Users training.

SUBTASK 10.2: ON-SITE TRAINING

Contractor shall conduct on-site training classes, at no cost to the County, to include topics as follows:

- System operations
- System Software
- System Hardware
- Other equipment
- Any third party services

Subtask 10.2 Deliverable:

Contractor shall conduct onsite training classes to include topics indicated in Subtask 10.2.

TASK 11 OPERATIONS SERVICES

SUBTASK 11.1: OPERATIONS

Contractor shall provide Operations Services commencing when Work starts on Subtask 8.3 to work with DPH's staff to monitor the System processing in the DPH's production environment. Operation Services are specified in Attachment 4-B (Business Requirements) to this Package.

Subtask 11.1 Deliverable:

Provide Operations Services outlined in Subtask 11.1.

SUBTASK 11.2: ADDITIONAL TRAINING

Contractor shall, at no cost to County, provide additional training as County's Project Director(s) determines to be necessary to adequately train End Users. During the term of the Agreement, additional training may occur if there are significant changes to processing procedures. County anticipates no more than ten (10) End Users to receive additional training. The Contractor shall provide additional in person training within five (5) business days from request.

Subtask 11.2 Deliverable:

Provide additional in person training classes within five (5) days of County request with same deliverables as listed in Task 10.

3. PERIOD OF PERFORMANCE

The Contractor's schedule is comprised of Tasks 1 through 11 specified in this Package. All Tasks shall be performed and accomplished independently. The Contractor shall consult with the County's Project Manager(s) to ascertain and verify the requirements for each Task of the project. The Contractor shall provide all goods, materials, supplies, and Services within the specified time determined in Task 1 (Project Planning and Management) and meet all requirements and standards herein specified before any written approval shall be given by the County.

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FUNCTIONAL REQUIREMENTS**LEGEND:**

- A = Functionality available out of the box
 B = Functionality requires customization
 C = Functionality requires third party product(s)
 D = Functionality not available

The System function requirements are as follows. Proposer must provide a response to each of the following requirements utilizing the legend on the last page of this section.

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
1.	System complies to all applicable security standards and guidelines that may be published from time to time by the Association, any Card Issuer, or any Card processor, including the CISP and PCI Data Security Standard	A	
2.	System complies with all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at http://countypolicy.co.la.ca.us/ and (ii) standards attached to the County's RFP as Appendix L	A	
3.	System accepts customer orders through a secure funeral home portal via the Internet. User accesses the portal using a unique login ID and password.	B	
4.	System has account management functions to create, delete and edit accounts.	B	
5.	System will store user information and notarized certificate of identity.	B	
6.	System must track and prevent concurrent logins. This can stop session hijacking and session replay attacks.	B	The System does not currently prevent concurrent logons by the same user. This will require an enhancement.
7.	System "Logout" function must terminate the session.	A	
8.	System must address how it will track state. For instance, it could be	A	System will time out after 30 minutes of idle time

FUNCTIONAL REQUIREMENTS

LEGEND:

- A = Functionality available out of the box
 B = Functionality requires customization
 C = Functionality requires third party product(s)
 D = Functionality not available

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
	tracked by use of cookies, hidden tags, server-side, uniform resource identifier (URI), and uniform resource locator (URL) parameters. In addition, determine how state is stored (i.e., encrypted and date stamped) and how it is renewed (i.e., automatically, is a password requested, and is the old session identifier expired.)		
9.	System encrypts data at 256-bit AES when transmitting to Contractor and de-encrypting upon receipt by Contractor.	A	
10.	System encrypts data at 256-bit AES when transmitting from Contractor and de-encrypting upon receipt by intended recipient (i.e. DPH).	A	
11.	System can securely transmit completed orders to DPH as they become ready.	A	
12.	Contractor's payment processing services must be highly available (99.9%) fully redundant and capable of processing transactions during each day, with the exception of schedule maintenance.	A	
13.	System must assign bar code to receipt which ties to the corresponding order in the System.	A	
14.	System can generate bar code mailing (UPS) labels for expedited mail service.	A	
15.	System can generate customized reports on any or all Transactions daily and as needed.	A	

FUNCTIONAL REQUIREMENTS

LEGEND:

- A = Functionality available out of the box
 B = Functionality requires customization
 C = Functionality requires third party product(s)
 D = Functionality not available

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
16.	System can generate customized reports on Funeral Home and DPH staff activity as needed.	B	
17.	System can calculate amounts due to County, or service providers and generate payments via ACH. (Refer to Attachment 4-B, Section 3 and 4).	A	
18.	System allows customer to print a receipt upon completion of their request. System also allows DPH staff to print a receipt with details of the request for reconciliation of monies.		
19.	System retains and makes accessible as needed all Transaction information for the preceding 12 months.	A	
20.	System is protected against malicious software, such as Trojans, worms and viruses. Some software methods for prevention are: including anti-virus software, spam filtering, and spyware/adware blockers.	A	-All VitalChek systems available over the internet are regularly scanned for security vulnerabilities by a third party security firm. -All server software is regularly updated and or patched per vendor recommendations. -All VitalChek servers run regularly updated virus scanning and monitoring software. -Bi-annual, internal, third party security audit reviews are performed against all physical and electronic assets.
21.	The web page must be cross-browser W3C (www consortium) compliant using HTML (hyper text mark up language) strict coding and CSS (cascading style sheets) where appropriate.	A	
22.	System Transaction roundtrip processing (request, determination & response) authorization time is seven (7) seconds.	A	VitalChek provides tens of thousands of payment transactions daily and speed and security are of central importance. We utilize a dedicated private line connection

FUNCTIONAL REQUIREMENTS

LEGEND:

- A = Functionality available out of the box
- B = Functionality requires customization
- C = Functionality requires third party product(s)
- D = Functionality not available

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments												
			<p>between our PCI zone servers and Global Payment, VitalChek's payment processor.</p> <p>Global Payments average response times apply to both credit and debit networks.</p> <table border="1" data-bbox="1000 699 1432 947"> <thead> <tr> <th>Line Type</th> <th>Normal Period**</th> <th>Peak Period*</th> </tr> </thead> <tbody> <tr> <td>Lease Line</td> <td>3 seconds</td> <td>5 seconds</td> </tr> <tr> <td>Frame</td> <td>3 seconds</td> <td>5 seconds</td> </tr> <tr> <td>Internet/SSL</td> <td>5 seconds</td> <td>7 seconds</td> </tr> </tbody> </table> <p>*Peak Period means 9 a.m. – 9 p.m. Eastern Time **Normal Period means any time other than a Peak Period</p>	Line Type	Normal Period**	Peak Period*	Lease Line	3 seconds	5 seconds	Frame	3 seconds	5 seconds	Internet/SSL	5 seconds	7 seconds
Line Type	Normal Period**	Peak Period*													
Lease Line	3 seconds	5 seconds													
Frame	3 seconds	5 seconds													
Internet/SSL	5 seconds	7 seconds													
23.	System can generate an order confirmation notice and email status to customer.	A													
24.	System authorizes and processes payments in accordance with applicable Association Rules, Card Issuer rules and regulations, Card Processor rules and regulations.	A													

BUSINESS REQUIREMENTS

SECTION 1 –CARD PROCESSING

1.1 Overview of Online Transaction process:

- Customer logs into the secure Funeral Home portal with a unique ID and password (created and authorized before orders can be placed). A customer profile can be saved with preferences for billing and shipping addresses. Before first time customers can log in, DPH will scan the notarized Certificates of Identity from the funeral homes and transmit to VitalChek in order for VitalChek to store digital images of notarized Certificates of Identity corresponding to individual accounts; , which will later be on file in association with their account for an order to be placed. There will be the Option to reset password or change user profile.
- Customer places Vital Records order over the Internet via secure Funeral Home portal.
- Contractor includes a bar code for tracking the receipt and the details about the customer's order.
- Contractor provides option to enter alternate shipping address.
- Seven (7) seconds response time for website and DPH site assuming a 1.5 mega byte download DSL or higher. Any delay over seven (7) seconds shall be addressed by Contractor.
- Contractor securely forwards complete orders to DPH at least twice per day.
- Contractor includes a bar code that links all complete orders to the receipt of the applicable customer order.
- DPH staff reviews paperwork for completeness and processes order through the System. DPH will process any incomplete paperwork through normal correspondence process.
- DPH staff prints out copy of certificate and prepare order for mailing (if expedited mailing option is selected, using packing materials and mailing labels provided by Contractor).
- DPH staff scans the mail receipt to send an e-mail to customers that order is on route.
- Contractor arranges for pick up by applicable expedited mail carriers of all orders for which customers selected expedited mailing options.
- At 5:00 p.m. each day, System runs a settlement report of captured Card orders.

BUSINESS REQUIREMENTS

- Contractor shall remit DPH Fees as specified in Paragraph 5.3 in the body of the Agreement.
- 1.2 Contractor shall be available 24 hours a day, 7 days a week, and 365/366 days a year to accept customer orders for copies of Vital Records over the Internet and allow customers to pay for said order by Card only.
- 1.3 Without limiting the other responsibilities set forth in this Attachment 4-B, this Package and/or elsewhere in the Agreement, Contractor shall be responsible to:
- 1.3.1 Provide a toll free telephone number with multiple lines for live technical support available 24/7 for customers encountering problems online.
 - 1.3.2 Enter the customer's ordering information into a system capable of keeping the information readily accessible for at least 12 months.
 - 1.3.3 Retain customer's login ID and personal settings indefinitely (or until account is terminated). This includes retaining copies of notarized certificates of identity corresponding to account. Order history will be stored for at least 12 months.
 - 1.3.4 Convert any order and supporting documents to digital format for transmitting to DPH.
 - 1.3.5 Electronically transmit daily (calendar day) in an encrypted format of 256-bit AES acceptable to DPH the order information and accompanying documents.
 - 1.3.6 Provide a toll-free number for customers to obtain a status update for their online order referred as the Order Status IVR Service.
- 1.4 Data Retention:

Contractor must retain the following information in an encrypted format of 256-bit AES acceptable to DPH in readily accessible computerized system for at least 12 months:

- A. Application Information
- Credit card authorization code
 - Application identification number
 - Fee amounts
 - Mail service carrier
 - Shipping address

BUSINESS REQUIREMENTS

B. Applicant Information

- Name
- Address
- Telephone
- Relationship to name on certificate (default: funeral director)

C. Certificate Information

- Type (default: death)
- Name(s) on certificate
- Number of copies ordered

D. Search Information

- Event type (default: death)
- Name(s) on certificate
- Event date
- County of death

Contractor shall additionally retain such other information (a) as Contractor deems necessary to dispute chargebacks or other Card adjustments and/or (b) as is required to comply with applicable laws, Association Rules, Card Issuer rules and regulations and/or Card processor rules and regulations.

SECTION 2 - PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

At Contractor's expense, Contractor shall schedule an annual external audit to be conducted by reputable 3rd party audit company to illustrate annual CISP and PCI Data Security Standard compliance. Contractor shall then provide County a letter no later than 30 days after receipt of audit findings, certifying as to the date of such findings and as to whether it passed or failed. As appropriate, DPH is requesting findings from any internal audit or 3rd party audit, including non-County client required audits, hired audit/testing vendors and VISA/MC required audits.

SECTION 3 – DELIVERY SERVICES

Contractor shall be responsible for the expedited mail services of all orders and shall:

- 3.1 Arrange for the expedited mail services to pick up daily between 2:00 and 4:00 p.m., Pacific Time, each business day at the DPH headquarters in Los Angeles, CA.
- 3.2 Provide the DPH with packing materials and pre-printed delivery labels containing the DPH return address and Contractor's third-party billing number for expedited mail service delivery.

BUSINESS REQUIREMENTS

- 3.3 Provide the mailing information on bar code label to be used in conjunction with window envelopes. DPH requires System generated bar code labels so that DPH staff can scan the bar code with Contractor provided bar code reader to capture the information on the out-going order directly into the DPH database to close out that particular order.
- 3.4 Assume full responsibility and guarantee payment of delivery fees to mail service providers on all orders processed through the Contractor's System.

SECTION 4 – FEES AND PAYMENTS

Contractor shall be responsible for the collection of all fees and payments from customers and settlement of DPH Fees (refer to Exhibit C2) in accordance with Paragraph 5.3 in the body of the Agreement. Contractor shall:

- 4.1 Provide remote order acceptance and payment authorization Services to customers, pursuant to the Agreement requirements and applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.
- 4.2 Accept payment for remote charges from the customer via the web using major credit/charge cards, including Visa, MasterCard, American Express and Discover pursuant to the Agreement requirements and applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.
- 4.3 Preauthorize payment for orders prior to transmission to the DPH for processing with Authorization of payment for orders to occur in accordance with applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations. As part of the payment Authorization process, Contractor shall verify the address of the requestor in order to provide a quick turnaround time for each order.
- 4.4 Accept full responsibility for Transaction settlement, inquiries, chargebacks, rejected charges/returns and adjustments for insufficient funds.
- 4.5 Provide daily Transaction reports for daily accounting and reconciliation.
- 4.6 Generate ACH of DPH Fees in accordance with Paragraph 5.3 in the body of the Agreement.
- 4.7 Contractor shall process full and partial refunds (including, without limitation, as described under Section 5.3 of this Attachment 4-B) card credit adjustments, retrieval requests, chargebacks, and refunds within the times required by the applicable Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.

BUSINESS REQUIREMENTS

SECTION 5 – COUNTY RESPONSIBILITIES

- 5.1 County will process all requests received from Contractor that were processed via the secure Funeral Home portal.
- 5.2 County will make available for pick up by Contractor's arranged expedited mail courier all located records using Contractor's generated mailing label for expedited mail service, if requested by customer.
- 5.3 County will inform Contractor of any errors or necessary adjustments within 24 hours pursuant to mutually agreed upon procedures. If the person requested expedited mail service the Contractor would need to adjust that portion back as well.

SECTION 6 – CONFIDENTIAL PROTOCOLS

Contractor shall comply with Paragraph 7.7 (Confidentiality) in the body of the Agreement and shall implement confidentiality, security and other related requirements of this Package and elsewhere in the Agreement and the following protocols to ensure customer personal information is kept secure and confidential. County shall seek any remedies provided in this Package and elsewhere in the Agreement, including, but not limited to Paragraph 18.24 (Liquidated Damages) or termination of the Agreement as provided in the Agreement for Contractor's failure to comply with related confidentiality and security requirements.

1. Ensure encryption on live, archived, and transmitted data.
2. Ensure letters, memoranda and other documents containing personal information are accessible only by authorized personnel.
3. Ensure personal information stored electronically is protected from access by unauthorized persons.
4. Ensure that only personal information necessary to fulfill the Contractor's authorized functions are maintained by the Contractor.
5. Ensure staff working with personal information secure such information from casual observation or loss and that such documents or files are returned to secure location when not in use.
6. Ensure personal information is not inappropriately used, copied or removed from Contractor's control.
7. Ensure that personal information is adequately secured at all times.

BUSINESS REQUIREMENTS

- 8. Ensure any transmittal of personal information outside of Contractor’s office is authorized by Contractor’s Project Manager to make certain that confidentiality measures are followed in accordance with Paragraph 7.7 in the Agreement.
- 9. Protect the confidentiality of personal information being transferred from the Contractor’s office to other work units of the Contractor.
- 10. Ensure documents and files containing personal or health-related information that are obsolete or no longer needed are promptly and properly disposed.
- 11. Secure and maintain the following types of information for 12 months from the end of the month in which such information was collected: dates of the vital events, places of the vital events, names and maiden names and identification documents provided. Maintaining such information shall enable Contractor to assist the DPH in researching and investigating fraudulent activity. Contractor shall submit written verification to the DPH through duly sworn and notarized affidavit of the confidential disposal of such information according to the prescribed schedule.
- 12. Ensure that documents and files containing personal information are electronically transmitted to the DPH in an encrypted format acceptable to the DPH.
- 13. Ensure that servers (authorization and data) and Workstations are sanitized at the end of their useful life span. Sanitized as defined herein is the permanent removal of all County or customer data. A record of disposed hardware must be kept for five (5) years after termination or expiration of the Agreement. Contractor shall provide a policy that describes the method of disposition of excess and surplus computer equipment.
- 14. Ensure the use of software protection against malicious software, such as Trojans, worms and viruses, is in place on all computer equipment. This should include, but is not limited to, anti-virus software, spam filtering, spyware/adware blockers, and a formalized plan for the update of operating system patches.
- 15. Ensure that the notification process is documented in the event of security breaches involving confidential and sensitive information.

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SYSTEM SOFTWARE

The Contractor shall provide all applicable services, software, hardware, equipment, labor, materials, and supplies (except paper) necessary to provide all Work described under Package 4.

The following is a list, but not limited to, a listing of all System Software in the System. At a minimum, the Software should be as follows. Should Contractor need to change specifications, this can be done with the agreement of both the Contractor and the County Project Manager(s):

Vital Chek Software:

VCN Orders is the software for Package 5. It is a C++ application developed using MS Visual Studio. The VCN Orders application can employ a real-time interface with the Agency computer system.

VPS, the web based reporting software, is an Eclipse Rich Client Platform (RCP) java application built upon the IBM Eclipse component library. VPS RCP is tailored to the role of the authenticated user. For payment services, the VPS RCP will allow authenticated employees to manage orders made through point of sale devices, PaymentChek website, and direct keyed entry by a user into VPS. The agency's payment data is stored in a Microsoft SQL Server database which consists of many tables housed at VitalChek. Java Web Start is a standard within the Java virtual machine for remotely bootstrapping java applications via an end users browser. Java Web Start automatically synchronizes java class jars with a server to a client and then starts the application. VPS utilizes Java Web Start to remotely start its VPS Eclipse Rich Client Application.

In normal language, this means that all data is stored in VitalChek databases. A rich client program will be downloaded onto the pc each time someone logs into VPS. The rich client program will securely talk across the internet to retrieve data from the centralized data base and send it back to the PC where the rich client VPS program will grab the data and display it nicely for the end user. Data will not exist on the PC unless an EXPORT DATA process is performed. All communications across the internet are secured with Single Socket Layer (SSL) "256-bit or higher encryption.

Another option is DAVE-light. DAVE™ was built using Microsoft's .NET platform. The application server logic was created in C# and the web-server was built with ASP.Net. By employing commonly available, off-the-shelf, industry standard technology, VitalChek has created an object-oriented system that is easily maintained and quickly implemented. Like VPS, DAVE-light data is stored in a Microsoft SQL Server database housed at VitalChek. The application will allow authenticated employees to manage and process orders made through the Funeral Home Portal. All communications across the internet are secured with Single Socket Layer (SSL) "256-bit or higher encryption".

SYSTEM HARDWARE

The Contractor shall provide all applicable services, software, hardware if needed, equipment, labor, materials, and supplies (except paper) necessary to provide all Work described under Package 4.

The following is a list, but not limited to, all System Hardware in the System. Should Contractor need to change specifications, then this can be done with the agreement of both the Contractor and the County Project Manager(s):

COMPUTER HARDWARE:

- 3 computer workstations
- 3 Flat Panel monitors
- 2 express mail label printers
- 3 bar code readers
- 3 printers
- 2 network Authorization server
- DSL/soho telephone connection line

Workstation Class Machine such as Intel® Core™ 2 Duo Processor E6300 (2MB L2 Cache, 1.86GHz, 1066)

4 GB513 Dual-Channel DDR27 SDRAM (533MHz, 2 or 4 DIMMs)

300 GB4 Single Serial ATA Hard Drive

Suggested configuration:

Video: VGA and 1 S-Video

IEEE 1394 - 1 front-panel 6-pin serial connector

USB: 8 Ports (2 Front, 6 Back) + 1 internal

Audio: Audio – six back-panel connectors for line-in, line-out, microphone, rear surround, side surround,

Additional Jacks: 1 front headphone jack and 1 front / 1 back microphone jack

Network: Integrated Ethernet

Integrated 10/100 network Interface

SUPPLIES:

- Printer Toner/Ink Cartridges
- Express Courier envelopes, air bills and manifest sheets
- Postage Account with UPS and US Post Office

BAR CODE READER:

Both hand-held and fixed projection

PowerLink user-replaceable cables

Adjustable Stand

Short-range and Long-range activation

Flash ROM with Meteor 2 upgrade utility

Supports commonly used Interfaces, including USB

AUTHORIZATION SERVER:

Server-Class Machine such as HP ProLiant ML570 G4 3.4GHz High Performance Rack Server HP

ProLiant ML570 G4 High Performance Rack Server

Suggested configuration:

2 Dual-Core 64-bit Intel(r) Xeon(r) Processors 7140M (3.40GHz, 150 Watts, 800MHz FSB, 16MB L3 Cache)

RAID memory (requires 4 memory boards configured alike) 1st memory board 8GB Total REG PC2-3200 (4x2GB)

2-Rank memory Redundant Memory Board 8GB Total REG PC2-3200 (4x2GB)

2-Rank memory HP Smart Array P600/512 controller

3-HP 72GB Hot Plug 2.5 SAS 15,000 rpm Hard Drive Dual 910/1300W hot plug power supplies

Redundant hot plug fans HP Dual embedded NC371i Multi-function Gigabit network adapter SlimLine

DVD-ROM Drive (8x/24x)

STATEMENT OF WORK
PACKAGE 5 – CARD PRESENT TRANSACTIONS

1. SCOPE OF WORK

This Package and all attachments hereto (collectively, this "Package") describes the project information for Card Present Transactions for DPH. County's expectation is that the resultant Contractor must have the capability to process at least 200 Card Present Transactions per day and meet all service levels set forth in this Package. The number of Card Present Transactions per day is an expectation and does not guarantee a certain amount of business. During the term of this Agreement, Contractor shall ensure its capacity to process increasing volumes of Card Present Transactions while maintaining all the service level specified in this Package.

The Contractor shall provide all applicable services, software, hardware, equipment, labor, materials, and supplies (except paper) necessary to provide all Work described under this Package, including accepting and processing the Card payments described in this Package and shall charge a Transaction Fee to customers under this Package for each Transaction. The County expects that no other amounts will be due and payable to the Contractor under this Package for performing the Work under this Package.

Contractor responsibilities with respect to this Package include, but are not limited to: (i) providing Card Terminals and if needed Workstations with dedicated communication/data lines to accept electronic Card payments for birth and death records ordered at DPH headquarters and district office (Refer to Exhibit P2); (ii) providing Operations Services and Maintenance and Support Services as described in this Package; (iii) providing the level of System security described in this Package; (iv) collecting of all fees; (v) remitting to the County the DPH Fees in accordance with Paragraph 5.3 in the body of the Agreement; and (vi) assuming all risk of chargebacks and/or other Card adjustments.

Contractor shall complete and deliver all software, hardware, other goods, maintenance and support services and related project management to accomplish all of the Tasks set forth in this Package, including completion and delivery of the System for this Package to the County's Project Director(s)'s satisfaction. The System for this Package must operate in accordance with the requirements set forth in Attachments 5-A (Functional Requirements) and Attachment 5-B (Business Requirements) to this Package, the other Specifications, and otherwise with this Agreement. Unless otherwise expressly stated, all Work described in this Package or the Agreement shall be performed by Contractor and Contractor shall be fully responsible for said performance.

Contractor shall use standard DPH software set forth below when preparing Deliverables. Contractor shall provide Deliverables which are to be delivered in a file format, in a format which is importable to the following standard DPH software:

- Microsoft Word .doc
- Microsoft Excel.xls
- Portable Document Format.pdf

2. TASKS AND DELIVERABLES

The following Tasks, and associated subtasks and Deliverables, shall be addressed in the Project Plan prepared pursuant to Task 1:

TASK 1 - PROJECT PLANNING AND MANAGEMENT

SUBTASK 1.1: KICK-OFF MEETING

County will schedule a kickoff meeting with Contractor to occur within seven (7) business days of the effective date of Amendment Number Two of the Agreement (“Amendment Number Two Effective Date”) to discuss and modify as necessary the Project Plan provided by Contractor.

Subtask 1.1 Deliverable:

Kickoff meeting within seven (7) business days of the Amendment Number Two Effective Date.

SUBTASK 1.2: REVISED PROJECT PLAN

(a) Contractor shall prepare a Project Plan (the “Plan”) which shall be a comprehensive and detailed Plan for the System implementation consistent with this Package that includes the following areas:

- Planning and Direction to include timeline of three (3) months to complete the project.
- Staffing and Team Management with roles and responsibilities
- Compliance with Data Security Guidelines.
- Incorporating County’s business processes, security, and technical requirements as stated in this Package.

(b) The Plan shall include the following:

1. A full organizational chart detailing staff by classification and assignment including the name of Contractor’s Project Manager or alternate management staff that will be assigned full-time to this project. Alternate

**EXHIBIT A - PACKAGE 5
CARD PRESENT TRANSACTIONS**

management staff shall possess at least two (2) years experience in performing similar services. County must have access to Contractor's Project Manager and alternate management staff during normal business hours, Monday through Friday (except legal holidays), 8:00 a.m. to 5:00 p.m., Pacific Time. In addition, provide the escalation procedures and guidelines to be used by the County, as needed.

2. A list of Contractor staff who will be assigned to provide on-site support for the following areas: a) Operations Services; b) Maintenance and c) Support Services. Include a short description of duties and responsibilities for each staff member.
3. A list of Contractor's milestones, Tasks and subtasks required to successfully complete and deliver on time the System, including the System Software, System Hardware and/or Services for this Package. Include a Gantt chart that lists all Tasks, start and end dates, responsibilities, assignments, and dependencies. At a minimum, all of the Tasks, subtasks, and Deliverables in this Package shall be included in the list.
4. A list of Tasks and subtasks to be completed by County as requested by Contractor after review and approval by County's Project Director(s).
5. Without limiting Paragraph 18.37 (Subcontracting) in the body of the Agreement, a list of Subcontractors that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that will be provided by Subcontractor(s).
6. Plan to incorporate County's business processes, security, and technical requirements.

Subtask 1.2 Deliverables:

Plan that includes a schedule of individualized Tasks, subtasks, and Deliverables and other resource planning activities as described in Subtask 1.2.

SUBTASK 1.3: FINAL PROJECT PLAN

Contractor shall submit the completed Plan, including attachments defined in this Package, and submit to County within five business (5) days of kickoff meeting.

- (a) County will review the Plan and submit changes to Contractor within three (3) days of receipt.

**EXHIBIT A - PACKAGE 5
CARD PRESENT TRANSACTIONS**

- (b) Contractor shall review the changes requested by County and be prepared to reject or approve the changes within 48 hours.
- (c) County shall have final approval of the Plan. County will monitor/oversee Contractor's progress based on the approved Plan.
- (d) Updates to the Plan, based on the weekly Project Status Reports delivered under Subtask 1.4, will be reviewed and approved County and, once approved, will be deemed to be included in the Plan originally approved under this Subtask 1.3.

Subtask 1.3 Deliverable:

Final the Project Plan.

SUBTASK 1.4: PROJECT MANAGEMENT - IMPLEMENTATION

- 1.4.1 During the implementation process, Contractor shall be required to manage project activities and resources and track project status. This shall include identifying, managing and tracking all issues. Contractor shall report project status on a weekly basis through a Project Status Report. The Project Status Report shall be presented to the County's Project Director(s) and County's Project Manager(s). The report shall cover, at a minimum, project progress against the Plan, plans, and outstanding issues. It shall also include any proposed updates to the Plan.
- 1.4.2 Contractor shall create a System that meets all expectations set forth in this Agreement, including the Specifications. Contractor shall be responsible for each step of the System's implementation process and provide an extensive quality assurance process to ensure quality is being met. DPH will assist Contractor's Quality Assurance (QA) team member by reviewing and testing System through each step of the process. Contractor will provide the results to County's Project Director(s) through a Project Status Report on a weekly basis throughout the project implementation. Contractor shall notify County's Project Manager(s) within 24 hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Manager(s) may request a meeting as deemed necessary with Contractor's Project Manager. This Subtask is in addition to the review, which will be conducted under Paragraph 18.13 (County's Quality Assurance Plan) in the Agreement.
- 1.4.3 Contractor shall provide a quality control plan to document the processes, practices and procedures to be used in order to measure the

adherence to requirements during implementation. This plan shall be utilized during the implementation process and reviewed on an agreed-upon basis.

Subtask 1.4 Deliverables:

Weekly Project Status Reports that cover project progress against the Plan, plans, quality assurance, outstanding issues, and any proposed updates to the Plan.

SUBTASK 1.5: PROJECT MANAGEMENT - POST IMPLEMENTATION SUPPORT

Commencing after the implementation process and continuing throughout the remainder of the Term of the Agreement, Contractor shall provide ongoing project management support to include managing and tracking all issues related to Operations Services and Maintenance and Support Services, including any failure of the System, including the System Software, System Hardware and/or Services to perform in accordance with the Specifications, and otherwise with this Agreement.

In addition, Contractor shall be responsible to monitor the quality assurance platform. DPH may assist Contractor's Quality Assurance (QA) team member to ensure quality is being met by reviewing and testing System Contractor will provide the results to County's Project Director(s) through a Project Status Report on a monthly basis, Contractor shall notify County's Project Manager(s) within 24 hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Manager(s) may request a meeting as deemed necessary. This Subtask is in addition to the review, which will be conducted under Paragraph 18.13 (County's Quality Assurance Plan) of the Agreement.

Subtask 1.5 Deliverable:

1.5.1 Monthly Project Status Reports for ongoing project management to report any operational, quality assurance and maintenance and support issues.

1.5.2 Weekly status reports on any issues addressed and resolution provided.

SUBTASK 1.6: QUALITY CONTROL

The Contractor shall be required to establish and utilize a comprehensive quality control plan (the "Control Plan") to assure the County a consistently high level of service throughout the Term of the Agreement. The Control Plan shall be

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submitted to the County's Project Manager(s) for review. The Control Plan shall include, but not be limited to, the following:

- 1.6.1 An inspection system covering all Services listed in the Exhibit O (Performance Requirements Summary (PRS) Chart) of the Agreement. It must specify the activities to be inspected on both scheduled or unscheduled basis, frequency of inspections and the title of the individual(s) who will perform the inspection.
- 1.6.2 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 correction.
- 1.6.3 A method of ensuring uninterrupted service to DPH's customers in the event of a strike of the Contractor's employees or any other unusual occurrence (e.g. power loss) which would result in the Contractor being unable to perform the Work.

Subtask 1.6 Deliverable:

Control Plan established to ensure quality and continuity of Service.

TASK 2 - SYSTEM ANALYSIS AND SITE ASSESSMENT

SUBTASK 2.1: FUNCTIONAL ANALYSIS

In this Task, Contractor shall work with DPH's staff to review and validate documented requirements as specified in Attachment 5-A (Functional Requirements) and Attachment 5-B (Business Requirements) to this Package. Contractor shall develop a set of detailed project tasks in two steps. The first step documents at a high level the customizations necessary for the System to support DPH's business requirements, thereby, defining the project scope. The second step defines the method for completing the functional and technical Tasks to support these requirements.

Contractor shall provide an overview of the System functionality (refer to Attachment 5-A to this Package) and subsequent implementation Tasks.

- (a) Review business processes: Contractor shall conduct meetings with County's Project Manager(s) and subject matter experts to assess business needs, business processes and recommend changes, as needed.
- b) Prototyping sessions: Contractor shall conduct prototyping sessions to demonstrate the capabilities of the proposed System to support the DPH's documented business requirements (Attachment 5-B to this

Package) using representative DPH data. Contractor shall map the DPH's requirements and business processes to develop scripts for prototyping.

Subtask 2.1 Deliverable:

- 2.1.1 Documentation outlining functional analysis on the customizations for the System including DPH's business requirements
- 2.1.2 A complete working prototype of the System that meets all the requirements set forth in the business requirements.

SUBTASK 2.2: TECHNICAL ASSESSMENT

In this Task, Contractor shall assess Transaction volumes, and technical platform for implementing the proposed System. This assessment shall be based on the DPH's current usage information, Transaction volumes, archival requirements, and growth projections.

Subtask 2.2 Deliverable:

Report on the specifications developed during the Technical Assessment Task. The technical specifications shall include, but not be limited to:

- Schematic drawings to depict the deployment of the technical architecture
- Operations architecture to support:
 - Printing (Ad hoc & Production reports)
 - Security
 - High Availability
 - Data Archiving
 - Backup/Restore
 - Application Development
 - Application Training
 - Application Testing

SUBTASK 2.3: INTERFACE ASSESSMENT

In this Task, Contractor shall analyze how to integrate its System with RR/CC's Point of Sale System or DPH Business Processes (Refer to Attachment 5-E to this Package). Strategy should include, but not be limited to, the following areas, where applicable, demonstrating how the Interface will meet the requirements of this Agreement, including the Specifications:

- Physical assessment of counter/desk space
- Communication/data line assessment
- Interface credit payment transaction to RR/CC's Point Of Sale System or DPH Business Processes
- Testing

Subtask 2.3 Deliverable:

Analyze integration with RR/CC's Point of Sale System or DPH Business Processes and provide a written report of findings.

TASK 3 - INSTALLATION AND CONFIGURATION FOR SYSTEM SOFTWARE AND SYSTEM HARDWARE

SUBTASK 3.1: INSTALLATION AND CONFIGURATION OF TERMINALS

The Contractor shall install and configure Terminals which have the functionality described in Attachment 5-A (Functional Requirements) and Attachment 5-B (Business Requirements) to this Package and perform in accordance with the Specifications and otherwise with this Agreement.

The Terminals shall be installed and configured using the Contractor's own hardware with installation to take place at a pre-arranged time approved by County, utilizing Contractor's staff with the assistance of DPH staff, as approved in advance by County's Project Director(s). The Terminals shall be installed at the following designated areas:

	QUANTITY OF PUBLIC COUNTER TERMINALS
DPH's Vital Records Office	3
TOTAL	3

Contractor maybe required to install additional Terminals as the need arises at designated areas specified by County, at no cost, to the County. County will provide a ten day notice.

Each Terminal shall be set up to include:

- 1) Dedicated communication/data line to connect to Contractor for authorization. (This will be negotiated in terms of communication capability between DPH and Contractor)
- 2) Terminal to read Card information electronically. If Terminal is unsuccessful in reading Card electronically, DPH must have the capability to enter Card number manually.

- 3) Remote Terminal key pad for customers to enter their personal identification number (PIN) code. Keypads must reach outside the security glass for customer accessibility.
- 4) Receipt printer.

Subtask 3.1 Deliverable:

Install and configure the Terminals which have the functionality described in Attachment 5-A (Functional Requirements) and Attachment 5-B (Business Requirements) to this Package and perform in accordance with the Specifications and otherwise with this Agreement.

SUBTASK 3.2: INSTALLATION AND CONFIGURATION OF WORKSTATIONS

Contractor shall install and configure Workstations, if needed , using the Contractor’s own hardware with installation to take place at a pre-arranged time approved by County, utilizing Contractor’s staff with the assistance of DPH staff, as approved in advance by County’s Project Director(s). The Workstations shall be set-up to receive and print summary reports and mailing labels.

Workstations shall be installed at the following designated areas:

DESIGNATED AREAS:	QUANTITY OF WORKSTATIONS
DPH’s Vital Records Office	3
TOTAL	3

Contractor maybe required to install additional Workstations as the need arises at designated areas specified by County, at no cost, to the County. County will provide a ten day notice.

3.2.1 Workstation Specifications:

- a) Each Workstation will be set-up to include:
 - 1) 24” monitor
 - 2) Network connectivity (with Contractor’s network)
 - 3) Local Laser printer
 - 4) System Hardware specifications refer to Attachment 2-D.

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- b) Laser Printers: Contractor shall install three (3) laser printers for printing summary reports, and proof of ACH payment. Printers shall accommodate all on-site printing associated with the Agreement. Contractor shall also provide all consumables, with the exception of paper, required by the printers. Contractor shall keep no less than two (2) spare printers on site, which will ensure less down time and reduce any printing backlog.

3.2.2 Each Workstation shall have the capability to generate a receipt in duplicate for the customer and DPH's retention.

Subtask 3.2 Deliverables:

Install and configure Workstations, which have the functionality described in Attachment 5-A (Functional Requirements) and Attachment 5-B (Business Requirements), including Terminals with communication lines, required consumables and laser printers, to perform in accordance with the Specifications and otherwise with this Agreement.

**SUBTASK 3.3: INTERFACE DEVELOPMENT AND INSTALLATION TO
RR/CC's POINT OF SALE SYSTEM OR DPH BUSINESS
PROCESSES**

Contractor will allow for credit card terminal to Interface with RR/CC's Point of Sale (POS) application developed by RR/CC or DPH Business Processes (see Attachment 5E). The Interface should be standardized and agreed upon by both the Contractor and the Project Director(s) for the DPH. The terminal Application Programming Interface (API) will be documented and allow for standard calls by client-server applications.

The Interface shall follow the requirements as set forth under Subtasks 2.1 (Functional Analysis), 2.2 (Technical Assessment) and 2.3 (Interface Assessment).

Subtask 3.3 Deliverables:

Complete and document Interface to the RR/CC's existing Point of Sale System or DPH Business Processes, including installation and configuration to set requirements.

SUBTASK 3.4: DOCUMENTATION

Contractor shall provide operator's/user's guide and other documentation for the development, installation and confirmation of Terminals, Interfaces and Workstations as specified in the other subtasks to this Task 3.

The Contractor shall provide five (5) electronic copies (PDF format) of the operator user's guide on a CD-R or DVD-R, which may be printed or duplicated by the County.

The Contractor shall provide both updated operator's/user's guide and other System Documentation as specified in Task 3 when revisions are made to any part of the System that materially change the Documentation provided prior to the implementation date of such revisions. Revised Documentation shall be provided to the County prior to any major Updates of the System.

Subtask 3.4 Deliverables:

3.4.1 Complete operator's/user's guide and other Documentation for all subtasks under Task 3.0.

3.4.2 Updated operator's/user's guide and other Documentation.

TASK 4 - SECURITY

SUBTASK 4.1: STANDARDS AND GUIDELINES

Contractor, and all Work provided by or on behalf of Contractor, shall comply with (a) all applicable data security standards and guidelines that may be published from time to time by the Association, any Card Issuer, or any Card processor including the Cardholder Information Security Program (CISP) and Payment Card Industry (PCI) Data Security Standard, (b) VISA Payment Card Industry: PIN Security Requirements Version 2.0 and PCI POS PIN Entry Device Security Requirements Version 2.0, each as updated from time to time (c) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) standards from time to time published by the County's Chief Information Security Officer (CISO) and provided by County's Project Director(s) to Contractor.

Contractor shall be and remain a CISP and PCI certified service provider and be certified by any other Card Issuers, Card processor, or Associations that have mandatory security requirements with which Contractor must comply in order to perform the Tasks, Deliverables, goods, services and other work from time to time under this Agreement. Contractor shall prepare and deliver notification to County within 72 hours Contractor's notification of decertification

and a corrective action plan on how to mitigate and fix all issues to reinstate certification. Contractor shall implement each corrective action plan within five (5) business days of notification to County.

Subtask 4.1 Deliverables:

- 4.1.1 Certified letter of CISP and PCI prior to System's Acceptance and Certification as specified in Subtask 8.3.
- 4.1.2 Notice within 72 hours of Contractor's decertification and corrective action plan.
- 4.1.3 Corrective action plan within five (5) business days of notification to County.

SUBTASK 4.2: SECURITY RISK AND VULNERABILITY ASSESSMENTS

To validate appropriate security levels, Contractor shall at its own expense, conduct a System security risk and vulnerability assessment and provide a written report of assessment. This assessment is comprised of potential vulnerabilities and risks associated with, but are not limited to the web application, database, server(s), data transmission, stored confidential/sensitive data, etc.

Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 4.1, 4.2, and 5 of this Package. Contractor will conduct annual security assessments and prepare a written report of such assessment that includes components and devices involved in the processing of a transaction end-to-end, and identification of any potential vulnerabilities and risks. The report(s), at a minimum, should depict the gaps between the current and desired state. Additionally, in connection with each security assessment described above, Contractor shall provide County a letter certifying that the System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2 (Acceptance Testing) and annually thereafter on the anniversary of the Effective Date.

Subtask 4.2 Deliverables:

- 4.2.1 Conduct a System security risks and vulnerabilities assessment and provide a written report of findings.
- 4.2.2 Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 4.1, 4.2 and 5 of this Package.
- 4.2.3 Provide annual security assessments and written reports of assessment on the anniversary of Effective Date. The report must include an action

plan that addresses the remediation and/or mitigation of all “high-risk” items. The remaining items must be addressed, in terms of the Contractors intention to remediate and/or mitigate based upon an agreed upon timeframe.

- 4.2.4 Provide a certified letter that System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2.
- 4.2.5 Annually thereafter on the anniversary of the Effective Date Contractor shall provide a certified letter that System is CISP and PCI compliant.

SUBTASK 4.3: NOTIFICATION/REPORTS OF SECURITY INCIDENTS

Contractor shall report to County in writing any information security incident within one (1) hour of identification or notification of incident. As used herein, an information security incident means any breach or other incident, which could reasonably compromise the confidentiality, integrity, or availability of any data or other information relating to Cardholders.

Contractor shall additionally provide information security incident reports and assessments for all incidents that may potentially affect County. County shall determine if an incident is identified based on criticality, major or minor incident: For major incidents, assessment and notification within two (2) hours and for minor incidents, assessment and notification within twelve (12) hours.

Subtask 4.3 Deliverables:

- 4.3.1 Report security incidents within one (1) hour of information security incident notification/identification to the County’s Project Manager(s).
- 4.3.2 Provide information security incident reports and assessments of all incidents within timeframe specified to the County’s Project Manager(s).

TASK 5 - REPORTS

The Contractor shall implement System Software to generate reports that include, but are not limited to, Transaction Summary and Transaction Detail by Terminal, Transaction Summary and Transaction Detail by Location, Total fees by date, Response Time for Transactions, and various accounting reports relating to fees collected, number of copies sold, settlement fees, and items ordered including all Transaction information and Card charge date. In addition, Contractor shall provide Ad hoc reports requested by the County within five (5) business days of receiving the request by County’s Project Director(s). The Contractor shall work with the County to develop the data element and format of the Ad hoc Reports. Reports will be provided, at no cost, to the County.

Task 5 Deliverables:

- 5.1 Provide System capability to generate various accounting reports.
- 5.2 Provide Ad hoc reports to County within five (5) business days of request.

TASK 6 - OPERATIONAL READINESS ASSESSMENT (Technical)

Contractor shall develop a checklist for verifying the readiness of the technical infrastructure for Contractor to commence Work on Subtask 8.3 (System Acceptance Certificate) of this Package. Among other items, this checklist will assist DPH's in confirming the availability of:

- Data back-up and recovery procedures
- Operational roles, staffing and job schedules for daily, weekly, and monthly processes
- Production environment set up and sizing
- Technical infrastructure to support System and Services
- Connectivity of Workstations for all End Users
- Testing of all System Hardware (PC's, Printers, etc.)
- Integration to Point of Sale System
- Reports tested

Contractor shall assist DPH's staff in completing the operational checklist and the corrective actions to achieve readiness as defined in the checklist.

Task 6 Deliverable:

Completed checklist for verifying the readiness of the System's operations and technical infrastructure, and assist DPH's staff in completing the operational checklist.

TASK 7 - OPERATIONAL READINESS ASSESSMENT (End User)

Contractor shall develop a checklist for verifying the readiness of the DPH's End User community for Contractor to commence Work on Subtask 8.3 (System Acceptance Certificate) of this Package. Among other items, this checklist will assist DPH's in confirming the availability of:

- Integration with RR/CC's Point of Sale or DPH Business Processes
- Updated departmental processes, policies and procedures
- Staff trained in accordance with goals in the End User Training Plan
- Established toll free access telephone number and email address for real time technical support staff

Task 7 Deliverable:

Provide a completed checklist validating the readiness of the System's End User community.

TASK 8 - ACCEPTANCE TESTING AND ACCEPTANCE CERTIFICATION
SUBTASK 8.1: ACCEPTANCE TEST PLAN

County will conduct Acceptance Testing with the assistance of Contractor on (a) System Software, (b) System as a whole and any portion thereof, (c) any County-approved Updates and (d) any County-requested Custom Programming Modifications. County will determine the components and manner of testing at its sole discretion.

DPH will use test scripts, developed by County with input from Contractor to test each functional requirement listed in Attachment 5-A (Functional Requirements) and Attachment 5-B (Business Requirements) in each case, to this Package and any other Specifications for System. Each script shall identify the expected results and performance of each function being tested and DPH will determine if the function is being executed correctly. Contractor shall assist DPH staff in the development and execution of test scripts and provide information to facilitate completion of System Acceptance Testing.

If County decides to conduct Acceptance Testing, County will develop an Acceptance Test Plan with the assistance of Contractor which will include, but not be limited to, the following steps:

8.1.1 Running tests on Card payments using the Terminals.

8.1.2 Conducting a full end-to-end System test and certifying readiness of System for County Acceptance.

Subtask 8.1 Deliverables:

If determined by County, assist County in development of an Acceptance Test Plan identifying anomalies and taking corrective action.

SUBTASK 8.2: ACCEPTANCE TESTING

If County conducts Acceptance Testing with assistance of Contractor based on Acceptance Test Plan.

Subtask 8.2 Deliverables:

If determined by County assist County in conducting Acceptance Testing based on Acceptance Test Plan identifying anomalies and taking corrective action.

SUBTASK 8.3: SYSTEM ACCEPTANCE CERTIFICATE

System operates in Production Use for ten (10) consecutive days without Deficiencies.

Pursuant to Paragraph 12.0 (System Tests and Acceptance By County) in the body of the Agreement, upon County's Project Director(s)'s determination of System Acceptance as specified to this Package, County will issue a written Certificate of Completion within 30 days of County's Project Director(s)'s determination.

Subtask 8.3 Deliverable:

Contractor's System must operate in Production Use for ten (10) consecutive days without Deficiencies prior to obtaining Certificate of Completion.

TASK 9 - MAINTENANCE SERVICES AND SUPPORT SERVICES

Contractor shall provide Maintenance and Support Services commencing when Work starts on Subtask 8.3 (System Acceptance Certificate).

SUBTASK 9.1: MAINTENACE AND SUPPORT

- 9.1.1 Contractor must correct any Deficiencies, at any level of severity, in the System Software, System Hardware and Services including Card Terminals and Workstations with communication/data lines and Digital Subscriber Line (DSL), in accordance with the specified severity level.
- 9.1.2 Contractor shall provide ongoing maintenance as indicated in Paragraph 8.0 (Maintenance, Updates and Professional Services) of the Agreement.
- 9.1.3 Contractor's Payment processing services must be highly available (99.9%) fully redundant and capable of processing transactions, Monday through Friday 7:00 a.m. to 8:00 p.m., with the exception of schedule maintenance.
- 9.1.4 Contractor shall provide Transaction roundtrip processing (request, determination and response) Authorization time which does not exceed seven (7) seconds. This is limited to functions within the Contractor's control.

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- 9.1.5 Contractor shall provide written notification to County of scheduled maintenance and Update that impact System no less than one (1) calendar week prior to scheduled commencement for County Approval. County reserves the right to approve or disapprove the maintenance scheduled based on DPH business needs. County will not unreasonably withhold approval.
- 9.1.6 Contractor shall perform scheduled maintenance between the hours of midnight and 5 a.m., Pacific Time, as required. Updates and Custom Programming Modifications are not considered maintenance and as needed, DPH will schedule time for such services.
- 9.1.7 Contractor to provide written notification of regular Updates no less than three months prior to planned deployment in production if it requires County to modify the System. All Updates require the approval of County's Project Director(s).
- 9.1.8 Contractor to provide County a test environment and no less than one (1) month acceptance testing window prior to deployment of any major Update.
- 9.1.9 Contractor shall provide up-to-date written product Specifications within two (2) business days of every Update and Custom Programming Modification (including all Contractor's Specifications and other Documentation).
- 9.1.10 Contractor shall provide periodic Updates to System Software as indicated in Paragraph 8.0 (Maintenance, Updates, and Professional Services) of the Agreement. Updates may result from new laws mandated by State or Federal statutes. County may also require Custom Programming Modifications to System Software to meet internal needs.
- 9.1.11 Contractor shall back up County data (including Card information) on a quarterly basis on a mutually agreed upon media with Card number limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, Card processor rules and regulations, and Pin-Based Debit Network rules and regulations at interval to maintain System recoverability.
- 9.1.12 Contractor shall store at least 12 months of live County data encrypted in 256-bit AES before archiving, and provide County access to archived data via CD-R or mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, Card

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processor rules and regulations, and Pin-Based Debit Network rules and regulations.

- 9.1.13 Contractor shall store archived data encrypted in 256-bit AES for at least five (5) years from termination or expiration of the Agreement. At end of such time Contractor, at County's sole discretion and as permissible by Card Issuer, Card processor, Pin-Based Debit Network rules and regulations and Association Rules and applicable law shall return said data. Any changes to the encryption standard used must be agreed upon by both Contractor and the County's Project Manager(s).
- 9.1.14 Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, Card processor rules and regulations, and Pin-Based Debit Network rules and regulations.
- 9.1.15 Toll free access telephone number to live technical support staff or via e-mail for assistance with any Contractor owned equipment, including,, but not limited to, terminals, printers, software, communication/data lines, and specific customizations, Monday through Friday, 7:00 a.m. to 8:00 p.m., Pacific Time.
- 9.1.16 Support services and support management for any software required to connect to remote Workstations located at DPH.
- 9.1.17 Notification in writing to County's designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified. DPH will determine the severity level of the incident. The response time is as follows:
- Critical or serious production problem shall not exceed 30 minutes
 - Others shall not exceed 12 hours

In all circumstances, resolution shall be completed within 24 hours after incident is identified.

- 9.1.18 Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 7:00 a.m. to 8:00 p.m., Pacific Time. Reply e-mails shall not be automatically generated responses, but should provide custom response to question.
- 9.1.19 Provide onsite support to repair System Hardware at DPH headquarters and district offices during normal business hours,

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Monday through Friday 8:00 a.m. to 5:00 p.m., except on County-recognized holidays.

Subtask 9.1 Deliverables:

Contractor shall provide Maintenance and Support Services outlined in Subtask 9.1.

SUBTASK 9.2: CUSTOM PROGRAMMING MODIFICATIONS

As requested by County's Project Director(s), Contractor shall provide Custom Programming Modifications as needed to update System to meet County's evolving business and/or technical requirements. Each Custom Programming Modification shall be provided, at no cost to the County, in accordance with the following procedure:

- 1) For each Custom Programming Modification, the requesting Party, County or Contractor, shall submit a written request, Exhibit N (Custom Programming Modification Request Form) of the Agreement to the other Party.
- 2) Contractor shall develop a System Design Report which includes:
 - a) Expected implementation duration
 - b) Design specification
 - c) System impact: database, user Interface, training etc.
- 3) Contractor shall submit System Design Report to County for review and approval. Upon approval of the System Design Report by County Project Director(s), Contractor shall develop a Project Plan in accordance with Task 1 – Project Planning and Management.
- 4) At the sole option of County's Project Director(s), each System component shall be subject to Acceptance Testing. Contractor shall assist in developing test plans and conducting Acceptance Tests.

Subtask 9.2 Deliverables:

- 9.2.1 Develop and submit a System Design Report for requested Custom Programming Modification.
- 9.2.2 Develop a Project Plan for the completion of approved Custom Programming Modification.
- 9.2.3 Complete approved Custom Programming Modifications.

9.2.4 If required by County's Project Director(s), develop test plans and conduct Acceptance Tests.

TASK 10 - TRAINING

SUBTASK 10.1: END USER TRAINING PLAN AND MATERIALS

Contractor shall develop a Training Needs Assessment to identify the DPH's training requirements to support its End Users' roles and responsibilities. Based on this assessment, Contractor shall develop the training plan and materials to conduct End User training. End User training shall support the requirement for the skill levels identified in the training strategy developed during Task 1.

Contractor shall conduct training and supply original training materials including, but not limited to, End User manual and allow DPH to reproduce training materials, as necessary, to train additional End Users as the need arises.

Subtask 10.1 Deliverable:

Training Needs Assessment and a plan and materials for End User training.

SUBTASK 10.2: ON-SITE TRAINING

Contractor shall conduct on-site training classes, at no cost to the County, to include topics as follows:

- System operations
- System Software
- System Hardware
- Other equipment
- Any third party services

Subtask 10.2 Deliverable:

Contractor shall conduct onsite training classes to include topics indicated in Subtask 10.2.

TASK 11 - OPERATIONS SERVICES

SUBTASK 11.1: OPERATIONS

Contractor shall provide Operations Services commencing when Work starts on Subtask 8.3 (System Acceptance Certificate) to work with DPH's staff to monitor the System processing in the DPH's production environment.

Operation Services are specified in Attachment 5-B (Business Requirements) to this Package.

Subtask 11.1 Deliverable:

Provide Operations Services the business process as specified in Attachment 5-B (Business Requirements).

SUBTASK 11.2 ADDITIONAL TRAINING

Contractor shall, at no cost to County, provide additional training as County's Project Director(s) determines to be necessary to adequately train End Users. During the term of the Agreement, additional training may occur if there are significant changes to processing procedures. County anticipates no more than ten (10) End Users to receive additional training. The Contractor shall provide additional in person training within five (5) business days from County request.

Subtask 11.2 Deliverable:

Provide additional in person training classes within five (5) days of County request with same deliverables as listed in Tasks 11.

3. PERIOD OF PERFORMANCE

The Contractor's schedule is comprised of Tasks 1 through 11 specified in this Package. All Tasks shall be performed and accomplished independently. The Contractor shall consult with the County's Project Manager(s) to ascertain and verify the requirements for each Task of the project. The Contractor shall provide all goods, materials, supplies, and services within the specified time determined in Task 1 (Project Planning and Management) and meet all requirements and standards herein specified before any written approval shall be given by the County.

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FUNCTIONAL REQUIREMENTS

LEGEND:

- A = Functionality available out of the box
 B = Functionality requires customization
 C = Functionality requires third party product(s)
 D = Functionality not available

The System function requirements are as follows. Proposers must provide a response to each of the following requirements utilizing the legend on the last page of this section.

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
1.	System complies with all applicable security standards and guidelines that may be published from time to time by the Association, any Card Issuer, and Card processor or Pin-Based Debit Network rules and regulations including the CISP and PCI Data Security Standard.	A	
2.	System complies with VISA Payment Card Industry: PIN Security Requirements Version 2.0, and PCI POS PIN Entry Device Security Requirements Version 2.0.	A	VitalChek utilizes Ingenico POS equipment. Ingenico has affirmed that II products released after April 1, 2008 will be PCI PED 2.0 compliant. VitalChek will implement PCI PED 2.0 compliant Ingenico POS equipment.
3.	System complies with all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at http://countypolicy.co.la.ca.us/ and (ii) standards attached to the County's RFP as Appendix L.	A	
4.	System encrypts data 256-bit AES when transmitting to Contractor and de-encrypting upon receipt by Contractor.	A	
5.	System encrypts data at 256-bit AES when transmitting from Contractor and de-encrypting upon receipt by intended recipient (i.e. DPH).	A	

FUNCTIONAL REQUIREMENTS

LEGEND:

- A = Functionality available out of the box
 B = Functionality requires customization
 C = Functionality requires third party product(s)
 D = Functionality not available

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
6.	System authorizes and processes payments in accordance with applicable Association Rules Card Issuer rules and regulations, Card processor rules and regulations and Pin-Based Debit Network rules and regulations.	A	
7.	System is operational during DPH business hours.	A	
8.	System can generate customized reports on any or all Transactions daily, and as needed.	A	
9.	System can calculate amounts due to County or service providers and generate payments via ACH. (Refer to Attachment 5-B, Section 3 and 4)	A	
10.	System retains and makes accessible as needed all Transaction information for the preceding 12 months.	A	
11.	System is protected against malicious software, such as Trojans, worms and viruses. Some software methods for prevention are: including anti-virus software, spam filtering, and spyware/adware blockers.	A	<ul style="list-style-type: none"> -All VitalChek systems available over the internet are regularly scanned for security vulnerabilities by a third party security firm. -All server software is regularly updated and or patched per vendor recommendations. -All VitalChek servers run regularly updated virus scanning and monitoring software. -Bi-annual, internal, third party security audit reviews are performed against all physical and electronic assets.

FUNCTIONAL REQUIREMENTS

LEGEND:

- A = Functionality available out of the box
- B = Functionality requires customization
- C = Functionality requires third party product(s)
- D = Functionality not available

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments												
12.	System Transaction roundtrip processing (request, determination and response) authorization time is within seven (7) seconds.	A	<p>VitalChek provides tens of thousands of payment transactions daily and speed and security are of central importance. We utilize a dedicated private line connection between our PCI zone servers and Global Payment, VitalChek's payment processor.</p> <p>Global Payments average response times apply to both credit and debit networks.</p> <table border="1" data-bbox="1000 915 1430 1163"> <thead> <tr> <th>Line Type</th> <th>Normal Period**</th> <th>Peak Period*</th> </tr> </thead> <tbody> <tr> <td>Lease Line</td> <td>3 seconds</td> <td>5 seconds</td> </tr> <tr> <td>Frame</td> <td>3 seconds</td> <td>5 seconds</td> </tr> <tr> <td>Internet/SSL</td> <td>5 seconds</td> <td>7 seconds</td> </tr> </tbody> </table> <p>*Peak Period means 9 a.m. – 9 p.m. Eastern Time **Normal Period means any time other than a Peak Period</p>	Line Type	Normal Period**	Peak Period*	Lease Line	3 seconds	5 seconds	Frame	3 seconds	5 seconds	Internet/SSL	5 seconds	7 seconds
Line Type	Normal Period**	Peak Period*													
Lease Line	3 seconds	5 seconds													
Frame	3 seconds	5 seconds													
Internet/SSL	5 seconds	7 seconds													
13.	System shall Interface with RR/CC's Point of Sale System as described in Attachment 5-E or DPH Business Processes	A													
14.	Regardless of Contractor's other customer's processing needs by the System, System must have the ability to handle, at a minimum, 200 Transactions per day for DPH while meeting the Specifications.	A													

BUSINESS REQUIREMENTS

SECTION 1 – CARD PROCESSING

1.1 Overview of Card Present Transaction Process:

- Customer places an order at the public service counter with the DPH Vital Records Office (VRO) staff for a birth or death certificate.
- Customer is advised of total due and requests to pay via Card.
- Clerk informs customer of the Transaction Fee.
- VRO staff obtains Card from customer and swipes Card through Terminal or Customer may swipe Card.
- If debit card, VRO staff instructs customer to enter their PIN number on the remote keypad.
- Contractor shall remit DPH Fees as specified in Paragraph 5.3 in the body of the Agreement.

1.2 Contractor shall provide a System to process in-person Card purchases at the public service counters in accordance with Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and Pin-Based Debit Network rules and regulations.

Without limiting other capabilities described in this Attachment 5-B, this Package and/or elsewhere in the Agreement, the System shall have the capability to:

- Read and transmit the Card information through the Terminal.
- Process request and respond to DPH with authorization or decline Card within seven (7) seconds of request.
- Generate an ACH for DPH Fees per day, per section in accordance to Paragraph 5.3 in the body of the Agreement.
- Provide daily settlement report to confirm the total amount of DPH's Fees for the processed copies of records.
- Store 12 months of Transaction data in active file.
- Maintain five (5) years of archived Transaction data.

BUSINESS REQUIREMENTS

1.3 Data Retention:

Contractor must retain the following information in an encrypted format of 256-bit AES acceptable to DPH in readily accessible computerized system for at least 12 months:

- Cardholder Name
- Card authorization code
- Terminal transaction number
- Fee amounts

Contractor shall additionally retain such other information (a) Contractor deems necessary to dispute chargebacks or other Card adjustments and/or (b) as is required to comply with applicable laws, Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and/or and Pin-Based Debit Network rules and regulations.

SECTION 2 - PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

At Contractor's expense, Contractor shall schedule an annual external audit to be conducted by reputable 3rd party audit company to illustrate annual CISP and PCI Data Security Standard compliance. Contractor shall then provide County a letter, no later than 30 days after receipt of audit findings, certifying as to the date of such findings and as to whether it passed or failed. As appropriate, DPH is requesting findings from any internal audit or 3rd party including non-County client required audits, hired audit/testing vendors and VISA/MC required audits.

SECTION 3 – FEES AND PAYMENTS

Contractor shall be responsible for the collection of all fees and payments from customers and settlement of DPH Fees (refer to Exhibit C2) in accordance with Paragraph 5.3 in the body of the Agreement. Contractor shall:

- 3.1 Provide payment Authorization services to customers, pursuant to the Agreement requirements and applicable Association Rules, Card Issuer rules and regulations, Card Issuer rules and regulations, Card processor rules and regulations and Pin-Based Debit Network rules and regulations.
- 3.2 Accept full responsibility for Transaction settlement, inquiries, chargebacks, rejected charges/returns and adjustments for insufficient funds.
- 3.3 Provide daily Transaction reports for daily accounting and reconciliation.
- 3.4 Generate ACH of DPH Fees in accordance with Paragraph 5.3 in the body of the Agreement.

BUSINESS REQUIREMENTS

3.5 Contractor shall process full and partial refunds (including, without limitation, as described under Section 5.3 of this Attachment 5-B), card credit adjustments, retrieval requests, chargebacks, and refunds within the times required by the Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and Pin-Based Debit Network rules and regulations.

SECTION 4 – COUNTY RESPONSIBILITIES

4.1 County will process all requests received over-the-counter for which County is able to locate records.

4.2 County will inform Contractor of any errors or necessary adjustments within 24 hours pursuant to mutually agreed upon procedures.

SECTION 5 – CONFIDENTIAL PROTOCOLS

Contractor shall comply with Paragraph 7.7 (Confidentiality) in the body of the Agreement and shall implement confidentiality, security and other related requirements of this Package and elsewhere in the Agreement and the following protocols to ensure customer personal information is kept secure and confidential. County shall seek any remedies provided in this Package and elsewhere in the Agreement, including, but not limited to Paragraph 18.24 (Liquidated Damages) or termination of the Agreement as provided in the Agreement, for Contractor’s failure to comply with related confidentiality and security requirements.

- 1. Ensure that Servers (authorization and data) and Workstations are sanitized at the end of their useful life. Sanitized as defined herein is the removal of all County or customer data. A record of disposed hardware must be kept for five (5) years after termination or expiration of the Agreement. Contractor shall provide a policy that describes the method of disposition of excess and surplus computer equipment.
- 2. Ensure the use of software protection against malicious software, such as Trojans, worms and viruses, is in place on all computer equipment. This should include, but is not limited to, anti-virus software, spam filtering, spyware/adware blockers, and a formalized plan for the Update of operating system patches.
- 3. Ensure that the notification process is documented in the event of security breaches involving confidential and sensitive information.

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SYSTEM SOFTWARE

The Contractor shall provide all applicable services, software, hardware, equipment, labor, materials, and supplies (except paper) necessary to provide all Work described under Package 5.

The following is a list, but not limited to, a listing of all System Software in the System. At a minimum, the Software should be as follows. Should Contractor need to change specifications, this can be done with the Agreement of both the Contractor and the County Project Manager(s):

Vital Chek Software:

VPS, the web based reporting software, is an Eclipse Rich Client Platform (RCP) java application built upon the IBM Eclipse component library. VPS RCP is tailored to the role of the authenticated user. For payment services, the VPS RCP will allow authenticated employees to manage orders made through point of sale devices, PaymentChek website and direct keyed entry by a user into VPS. The agency's payment data is stored in a Microsoft SQL Server database which consists of many tables housed at VitalChek. Java Web Start is a standard within the Java virtual machine for remotely bootstrapping java applications via an end users browser. Java Web Start automatically synchronizes java class jars with a server to a client and then starts the application. VPS utilizes Java Web Start to remotely start its VPS Eclipse Rich Client Application.

In normal language, this means that all data is stored in VitalChek databases. A rich client program will be downloaded onto the pc each time someone logs into VPS. The rich client program will securely talk across the internet to retrieve data from the centralized data base and send it back to the PC where the rich client VPS program will grab the data and display it nicely for the end user. Data will not exist on the PC unless an EXPORT DATA process is performed. All communications across the internet are secured with Single Socket Layer (SSL) "256-bit or higher encryption.

SYSTEM HARDWARE

The Contractor shall provide all applicable services, software, hardware, equipment, labor, materials, and supplies (except paper) necessary to provide all Work described under Package 5.

The following is a list, but not limited to, a listing of all System Hardware in the System. At a minimum, the Hardware should be as follows. Should Contractor need to change specifications, then this can be done with the Agreement of both the Contractor and the County Project Manager(s):

COMPUTER HARDWARE:

- 3 Ingenico T5100 terminals with PIN pads and receipt printers
- 3 Computer workstations
- 3 Flat panel monitors
- 1 Laser printers (1 as spare)

Workstation Class Machine such as: Intel® Core™ 2 Duo Processor E6300 (2MB L2 Cache, 1.86GHz, 1066)
 4 GB 513 Dual-Channel DDR27 SDRAM (533MHz, 2 or 4 DIMMs)
 300 GB 4 Serial ATA Hard Drive

Suggested Configuration:

Video: VGA and 1 S-Video

IEEE 1394 - 1 front-panel 6-pin serial connector

USB: 8 Ports (2 Front, 6 Back) + 1 internal

Audio: Audio – six back-panel connectors for line-in, line-out, microphone, rear surround, side surround,

Additional Jacks: 1 front headphone jack and 1 front / 1 back microphone jack

Network: Integrated Ethernet 10/100 network Interface

SUPPLIES:

- Printer Toner/Ink Cartridges
- Express Courier envelopes, air bills and manifest sheets
- Postage Account with UPS and US Post Office

DEBIT CARD TERMINALS:

Proposer shall include the specifications of its proposed Terminals for the required services. County reserves the rights to request changes to the proposed Terminals at time of Agreement negotiations.

POINT OF SALE SYSTEM INTERFACE

The Contractor shall deliver documentation on how the RR/CC's existing Point of Sale System can Interface with Contractor's System. The Interface should, for this Package, be based on a unique identifier number for each Transaction (customer order) passed to the Point of Sale system in order to track back to the original order. The RR/CC System is a SQL database and custom C# Windows client application that handles all cashiering functionality. Contractor shall specify the format in which its data is saved and what language it is written in. Contractor shall provide web service communications and any data definitions. RR/CC have the right to review and approve the web service and/or format and finalize with the Contractor.

The LAVitals (JEDI) system is integrated closely with the Ingenico device and VPS system. At the time a Card transaction is submitted through the JEDI POS interface, a call is made to the VC web service with the JEDI transaction # and amount. The VPS order number is passed back to JEDI. The cashier will choose transaction and swipe card on device. Upon authorization, a completed status code is sent back to JEDI. Other scenarios, such as cancelled, voided and declined transactions are sent back to JEDI with appropriate status codes. The two systems are always kept in sync through the web service.

DPH Business Process

The Contractor shall deliver documentation on how the DPH business process can Interface with Contractor's System. The Interface should, for this Package, be based on a unique identifier number for each Transaction (customer order) in order to track back to the original order. The DPH business process utilizes a electronic cash register for each sale transaction. The electronic cash register provides a receipt to the customer which identifies the type of vital record sold. The receipt number is written on the security paper log with the number of copies sold to reconcile at the end of each business day. Contractor shall specify the format in which its data is saved and what language it is written in. Contractor shall provide web service communications and any data definitions. DPH has the right to review and approve the web service and/or format and finalize with the Contractor.

RR/CC PRICING MATRIX

PACKAGE 1 (Online Transactions)	
PRICE	
\$0.78	Connectivity Services – Average interchange + assessment + processing fees
\$0.05	Chargebacks - Average based on 2007 actual data (See, Chart C)
\$0.91	Credits – Average based on 2007 actual data (See, Chart C)
\$4.26	Operational and Technology Fees: <ul style="list-style-type: none"> • Hardware/Software and related supplies • Development and QA • 24/7 Technical Support • Upgrades and Maintenance • Communication Lines (phone, fax, DSL) • Banking/Reporting • 24/7 Customer Support • Shipping supplies
\$6.00	TOTAL COST

PACKAGE 2 (Card Present Transactions)	
PRICE	
\$0.71	Connectivity Services – Average interchange + assessment + processing fees
\$1.04	Operational and Technology Fees: <ul style="list-style-type: none"> • Hardware/Software and related supplies • Development and QA • 24/7 Technical Support • Upgrades and Maintenance • Communication Lines (phone, fax, DSL) • Banking/Reporting • Shipping supplies
\$1.75	TOTAL COST

PACKAGE 3 (Other Card Not Present Transactions)	
PRICE	
\$0.71	Connectivity Services – Average interchange + assessment + processing fees
\$1.04	Operational and Technology Fees: <ul style="list-style-type: none"> • Hardware/Software and related supplies • Development and QA • 24/7 Technical Support • Upgrades and Maintenance • Communication Lines (phone, fax, DSL) • Banking/Reporting • Shipping supplies
\$1.75	TOTAL COST

RR/CC PRICING MATRIX

CHART C – Chargebacks and Credit Calculation 2007		
2007 LA County Net Online Transaction Volume processed by VitalChek	Credits/Voids incurred on behalf of agency	Chargebacks incurred on behalf of agency
74,791	\$67,946.00 \$ 0.91	\$3,521.00 \$ 0.05 Avg. cost per transaction

DPH - PRICING MATRIX

PACKAGE 4 (Online Transactions)	
PRICE	
\$0.78	Connectivity Services – Average interchange + assessment + processing fees
\$0.05	Chargebacks - Average based on 2007 actual data (See, Chart C)
\$0.91	Credits – Average based on 2007 actual data (See, Chart C)
\$4.26	Operational and Technology Fees: <ul style="list-style-type: none"> • Hardware/Software and related supplies • Development and QA • 24/7 Technical Support • Upgrades and Maintenance • Communication Lines (phone, fax, DSL) • Banking/Reporting • 24/7 Customer Support • Shipping supplies
\$6.00	TOTAL COST*

* Up to 10 certified copies. Any requests for more than 10 certified copies incur an additional charge of \$0.50 per certified copy.

PACKAGE 5 (Card Present Transactions)	
PRICE	
\$0.71	Connectivity Services – Average interchange + assessment + processing fees
\$1.04	Operational and Technology Fees: <ul style="list-style-type: none"> • Hardware/Software and related supplies • Development and QA • 24/7 Technical Support • Upgrades and Maintenance • Communication Lines (phone, fax, DSL) • Banking/Reporting • Shipping supplies
\$1.75	TOTAL COST

CHART C – Chargebacks and Credit Calculation 2007		
2007 LA County Net Online Transaction Volume processed by VitalChek	Credits/Voids incurred on behalf of agency	Chargebacks incurred on behalf of agency
74,791	\$67,946.00 \$ 0.91	\$3,521.00 \$ 0.05 Avg. cost per transaction

RR/CC FEES
Informational purposes only

A. RECORDER FEES

Legal Authority References: Government Code (GC); Uniform Commercial Code (UCC); Health and Safety Code (HS); Revenue & Taxation (R&T); Los Angeles County Code (LAC)

RECORDING FEES			
	TYPE OF SERVICE	FEE	APPLICABLE TO
1	Recording and indexing every instrument, paper or notice required or permitted by law, except deeds subject to DTT	\$9.00	P2, P3
1a	Recording and indexing deeds subject to DTT	\$7.00	P2, P3
1b	Each ADDITIONAL page or fraction of a page	\$3.00	P2, P3
1c	COMBINED documents incorporated on one form	\$9.00 ea Title	P2, P3
1d	MORE THAN nine lines per vertical inch or twenty-two characters per horizontal inch, except directive or explanatory words (penalty print)	\$1.00	P2, P3
1e	ADDITIONAL indexing referenced to previously recorded document	\$1.00	P2, P3
1f	Additional indexing for each group of ten names or portion thereof after the initial group of ten names	\$1.00	P2, P3
2	Recording every release of lien, encumbrance or notice executed by the state or any county, city, district or other political subdivision	\$13.00	P2, P3
2a	Recording a release of lien recorded in ERROR by the state, county, city, district or other political subdivision	NO FEE	P2, P3
3	Notifying property owner of involuntary lien, includes four names at same address	\$9.00	P2, P3
3a	Notifying four additional property owners of involuntary lien	\$2.00	P2, P3
4	Recording and indexing each notice of lien, certificate or notice affecting lien (Federal Tax Lien)	\$9.00	P2, P3
5	Recording bond of notary public; process server; professional photocopier; unlawful detainer assistant	\$9.00	P2, P3
6	Recording Full Releases executed or recorded where there is full satisfaction of the amount due under the lien which is released	\$9.00	P2, P3
7	Recording Full Releases relating to an Agreement to Reimburse a County for public aid	\$13.00	P2, P3
8	Filing any Release of Judgment in favor of a government agency	\$13.00	P2, P3

LEGEND:

P1 = Online Transaction

P2 = Card Present Transaction

P3 = Card Not Present Transaction

RR/CC FEES

Informational purposes only

RECORDING FEES			
	TYPE OF SERVICE	FEE	APPLICABLE TO
9	Recording and indexing any discharge, certificate of service, certificate of satisfactory service, report of separation or notice of separation for military personnel	NO FEE	P2, P3
10	Filing, indexing and keeping each paper NOT REQUIRED BY LAW to be recorded	\$9.00	P2, P3
11	Legal Manual & Supplement	\$127	P2, P3
12	Photocopies (Miscellaneous)	\$.46 per page	P2, P3

MAP FEES			
	TYPE OF SERVICE	FEE	APPLICABLE TO
1	Recording or filing and indexing each map wherein land is subdivided in lots, tracts or parcels	\$10.00	P2, P3
1a	Recording or filing and indexing each ADDITIONAL page	\$ 3.00	P2, P3
2	Recorded Maps/Real Estate Records	\$88	P2, P3

FINANCING STATEMENT FEES			
	TYPE OF SERVICE	FEE	APPLICABLE TO
1	Recording and indexing Financial Statement, an Amendment or a Continuation Statement	\$10 for 1-2 pages \$20 for 3 or more	P2, P3
2	Request for information	\$10	P2, P3

MARRIAGE LICENSE FEES			
	TYPE OF SERVICE	FEE	APPLICABLE TO
1	Public Marriage License	\$70.00	P2
2	Confidential Marriage License	\$70.00	P2
3	Issuance of Duplicate Marriage License	\$30.00	P2
4	Civil Marriage Ceremony	\$25.00	P2
5	Deputy Commissioner of Civil Marriage	\$35.00	P2, P3

LEGEND:

P1 = Online Transaction

P2 = Card Present Transaction

P3 = Card Not Present Transaction

RR/CC FEES
Informational purposes only

VITAL RECORDS FEES			
	TYPE OF SERVICE	FEE	APPLICABLE TO
*1	Certified copy of Birth Certificate	\$17.00	P1, P2, P3
*2	Certified copy of Marriage Certificate	\$13.00	P1, P2, P3
3	Public Agency Applicant - Birth Certificate - Marriage Certificate	\$10.00 \$9.00	P1, P2, P3
*4	Certified copy of Death Record	\$12.00	P1, P2, P3
5	Amendment to Vital Records one year after day of occurrence.....	\$20.00	P1, P2, P3
*6	Searches for vital records will be made at the same fees listed (includes certified copy of document, if found.....)		P1, P2, P3

COPY, CERTIFICATION AND SEARCH FEES			
	TYPE OF SERVICE	FEE	APPLICABLE TO
*1	Photographic copy of any record, first page (8-1/2 x 11 inches)	\$6.00	P2, P3
*1a	Each ADDITIONAL page	\$3.00	
*1b	Photographic copy of any page exceeding 11x18 inches	\$1.50	P2, P3
*1c	Each ADDITIONAL page	\$.80	P2, P3
*2	Certificate under Seal	\$1.00	P2, P3
*3	Certified copy of any discharge, certificate of service, certificate of satisfactory service, report of separation or notice of separation for military personnel	NO FEE	P2, P3
*4	Copy of filed Financing Statement, first page	\$1.00	P2, P3
*4a	Each ADDITIONAL page	\$.50	P2, P3
*5	Search for information other than vital records	\$.50 per year	P2, P3

TRANSFER TAX FEES			
	TYPE OF SERVICE	FEE	APPLICABLE TO
1	Los Angeles County Property Transfer tax	\$.55 per \$500	P2, P3
2	City Documentary Transfer Tax	TAX RATE per \$500	P2, P3
	Culver City	\$2.25	P2, P3
	Los Angeles	\$2.25	P2, P3
	Pomona	\$1.10	P2, P3
	Redondo Beach	\$1.10	P2, P3
	Santa Monica	\$1.50	P2, P3

LEGEND:

- P1 = Online Transaction
- P2 = Card Present Transaction
- P3 = Card Not Present Transaction

RR/CC FEES

B. COUNTY CLERK FEES

Legal Authority References: Government Code (GC); Business and Professions Code (B&P); Code of Civil Procedure (CCP); Corporations Code (Corp.C)

FICTITIOUS BUSINESS NAME FILING FEES			
	TYPE OF SERVICE	FEE	APPLICABLE TO
1	Fictitious Business Name Statement (includes filing of Affidavit of Publication and one certified copy) (one business name and up to two registrants)	\$23.00	P2, P3
1a	Renewal	\$18.00	P2, P3
1b	Each additional Fictitious Business Name filed on the same statement and doing business at the same location	\$4.00	P2, P3
1c	Each additional partner operating under the same fictitious business name statement	\$4.00	P2, P3
2	Statement of Abandonment from Partnership (includes any filing of Affidavit of Publication)	\$23.00	P2, P3
3	Statement of Withdrawal from Partnership (includes any filing of Affidavit of Publication)	\$23.00	P2, P3
4	Certified copy of any document in items 1, 2 or 3 above	\$2.00	P2, P3
5	Photocopies	\$0.46 per page	P2, P3

MISCELLANEOUS FILING FEES			
	TYPE OF SERVICE	FEE	APPLICABLE TO
1	NOTARY Public Bond (Clerk's fee \$16; Recording fee \$9)	\$25.00	P2, P3
2	POWER OF ATTORNEY for an admitted SURETY insurer: a Revocation, Cancellation, Annulment or Suspension of a Certificate	\$15.50	P2, P3
3	PROCESS SERVER Registration (Clerk's fee \$223; Recording fee \$9)	\$232.00	P2, P3
4	PROFESSIONAL PHOTOCOPIER Registration (Clerk's fee \$182; Recording fee \$9)	\$191.00	P2, P3
4a	REGISTERED PROCESS SERVER/PROFESSIONAL PHOTOCOPIER filed at the same time	\$323.00	P2, P3
5	UNLAWFUL DETAINER ASSISTANCE (Clerk's fee \$182) (Recording fee \$9)	\$191.00	P2, P3
6	SURETY Financial Statement	\$15.50	P2, P3
7	SURETY, Certificate of Authority	\$15.50	P2, P3
8	Proof of publication of dissolution of partnership	\$2.25	P2, P3
9	EXEMPLIFICATION FILINGS, Certification of Authenticity	\$20.00	P2, P3
10	AUTHENTICATION FILINGS, Certification of Signature and Seal notary public	\$9.00	P2, P3
11	FILING/NON-FILING CERTIFICATES	\$27	P2, P3
12	LEGAL DOCUMENT ASSISTANT (Clerk's fee \$182, Recording fee \$9)	\$191	P2, P3

LEGEND:

- 1 = Online Transaction
- 2 = Card Present Transaction
- 3 = Card Not Present Transaction

RR/CC FEES

CERTIFICATION FEES			
	TYPE OF SERVICE	FEE	APPLICABLE TO
1	SEARCHING records or files (per year searched)	\$5.00	P2, P3
2	Translation Certification	\$1.50 per folio (every 100 words)	P2, P3

LEGEND:

- 1 = Online Transaction
- 2 = Card Present Transaction
- 3 = Card Not Present Transaction

DPH - FEES

VITAL RECORDS FEES			
	TYPE OF SERVICE	FEE	APPLICABLE TO
1	Certified copy of Birth Certificate	\$17.00	P5
2	Certified copy of Death Record	\$12.00	P4, P5
3	Burial Permit Filing Fee	\$11.00	P5, P5
4	Certified copy of Fetal Death Certificate	\$9.00	P4, P5
5	Certified copy of Certificate of Still Birth	\$20.00	P5

LEGEND:
P4 = Online Transaction
P5 = Card Present Transaction

COUNTY'S ADMINISTRATION – RR/CC

CONTRACT NO. 76955

COUNTY PROJECT DIRECTOR (Operations):

Name: MONIQUE BLAKELY
 Title: Acting Registrar-Recorder/County Clerk
 Address: 12400 Imperial Highway, Room 5013
Norwalk, CA 90650
 Telephone: (562) 462-2073
 Facsimile: (562) 868-5984
 E-Mail Address: mblakely@rrcc.lacounty.gov

COUNTY PROJECT MANAGER (Operations):

Name: PORTIA SANDERS
 Title: Public Records, Division Manager
 Address: 12400 Imperial Highway, Room 5013
Norwalk, CA 90650
 Telephone: (562) 462-2081
 Facsimile: (562) 868-5139
 E-Mail Address: pdsanders@rrcc.lacounty.gov

COUNTY PROJECT DIRECTOR (Technical):

Name: MICHAEL PETRUCELLO
 Title: Assistant Registrar-Recorder/County Clerk
 Address: 12400 Imperial Highway, Room 7001
Norwalk, CA 90650
 Telephone: (562) 462-2712
 Facsimile: (562) 863-2354
 E-Mail Address: mpetrucello@rrcc.lacounty.gov

COUNTY PROJECT MANAGER (Technical):

Name: JAIME PAILMA
 Title: Assistant Division Manager
 Address: 12400 Imperial Highway, Room 6001-C
Norwalk, CA 90650
 Telephone: (562) 462-2252
 Facsimile: (562) 462-2075
 E-Mail Address: jpailma@rrcc.lacounty.gov

COUNTY'S ADMINISTRATION – RR/CC

COUNTY CONTRACT PROJECT MONITOR:

Name: MAGGIE LIEN

Title: Assistant Division Manager

Address: 12400 Imperial Highway, Room 5013
Norwalk, CA 90650

Telephone: (562) 462-2983

Facsimile: (562) 868-5139

E-Mail Address: mlien@rrcc.lacounty.gov

DPH - COUNTY'S ADMINISTRATION

CONTRACT NO. 76955

COUNTY PROJECT DIRECTOR (RR/CC - Operations):

Name: PORTIA SANDERS
Title: Public Records, Division Manager
Address: 12400 Imperial Highway, Room 5013
Norwalk, CA 90650
Telephone: (562) 462-2081
Facsimile: (562) 868-5139
E-Mail Address: psanders@rrcc.lacounty.gov

COUNTY PROJECT MANAGER (Dept. of Public Health - Operations):

Name: AMY CHAN
Title: Acting Chief, Data Collection & Analysis Unit
Address: 313 N. Figueroa St. Room 127
Los Angeles, CA 90012
Telephone: (213) 989-7005
Facsimile: (213) 250-2594
E-Mail Address: amchan@publichealth.lacounty.gov

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
FOR RECORDS PAYMENT PROCESSING SYSTEM AND RELATED SERVICES**

This PRS Chart relates to the Agreement for Records Payment and Processing System and Related Services (together with all exhibits thereto, "Agreement"). Capitalized terms used in this PRS Chart without definition have the meanings given to such terms in the Agreement. The remedies set forth in this PRS Chart shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as described in the body of the Agreement.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
AGREEMENT: Paragraph 7.0 (Administration of Agreement-Contractor), Paragraph, 7.1 (Contractor's Project Manager)	Contractor shall notify the County in writing of any change in name or address of the Project Manager(s).	Inspection & Observation	\$50 per occurrence
AGREEMENT: Paragraph 18.0 (Standard Terms & Conditions), Paragraph 18.35 (Record Retention & Inspection/Audit Settlement)	Contractor to maintain all required documents as specified in Paragraph 18.35.	Inspection of files	\$10,000 per occurrence or the maximum fine assessed by any applicable Card Issuer, Association or PIN Debit Network, plus refund of any other damages or loss of any kind or nature sustained.
SOW: Appendix B, Task 4 (Security) Packages 1, 2, 3, 4, 5: Subtask 4.1 (Standards & Guidelines)	Contractor to remain a CISP and PCI certified service provider and if necessary provide within 72 hours notification of decertification with a corrective action plan.	-Annual 3 rd party PCI security audit assessment report -Quarterly Contractor self reporting to include status of security compliance -County observation of compliance to security certification from Associations.	\$10,000 per every 30 days until recertification obtained or the maximum fine assessed by any applicable Card Issuer, Association or PIN Debit Network, plus refund of any other damages or loss of any kind or nature sustained during then non-certification period.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
FOR RECORDS PAYMENT PROCESSING SYSTEM AND RELATED SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Appendix B, Task 4 (Security), <i>Packages 1 & 4: Subtask 4.2 (File Transfer)</i>	Contractor maintains minimum of File Transfer Protocol file encryption of 256-bit AES and transactions are protected by public-key encryption utilizing Secure Socket Layer Internet Security Protocol.	- Upon County's request Contractor shall provide evidence of Contractor's ability to decrypt file available. -County observation of maintenance of 256-bit AES SSL encryption	Suspend Contractor's services and \$10,000 per business day until service level restored.
SOW: Appendix B, Task 4 (Security), <i>Packages 1 & 4: Subtask 4.2 (File Transfer)</i>	Contractor to maintain SSL certificate for all Contractor hosted applications and all County hosted or housed applications which are maintained by Contractor.	-Evidence of certificates upon County's request -County's inspection & observation	\$10,000 per each business day that digital certificate not produced.
SOW: Appendix B, Task 4 (Security), <i>Packages 1 & 4: Subtask 4.4 (Notification/ Reports of Security Incidents)</i> <i>Packages 2, 3, 5: Subtasks 4.3 (Notification /Reports of Security Incidents)</i>	Contractor provides written security incident reports and assessments of all incidents within timeframe specified in each Package.	Inspection & Observation	\$1,000 per occurrence.
SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Packages 1, 2, 3, 4, 5: Subtask 9.1.1</i>	Contractor corrects Deficiencies within timeframe specified in each Package.	Inspection & Observation	\$1,000 per occurrence.
SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Packages 1 & 4: Subtask 9.1.3</i>	Contractor shall maintain the Payment processing services at a highly available (99.9%) fully redundant and capable of processing transactions 24 hours per day, 365/366 days a year, with the exception of schedule maintenance.	-Contractor provides self reporting, which provides System, processor & application utilization statistics. -County observation of production card processing transaction System uptime.	\$10,000 per occurrence.
SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Packages 2, 3, 5: Subtask 9.1.3</i>	Contractor shall maintain the Payment processing services at a highly available (99.9%) fully redundant and capable of processing transactions during business hours Monday through Friday 7:00 a.m. to 8:00 p.m., with the	-Contractor provides self reporting, which provides System, processor & application utilization statistics. -County Observation of production card processing transaction	\$10,000 per occurrence.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
FOR RECORDS PAYMENT PROCESSING SYSTEM AND RELATED SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
	exception of schedule maintenance.	System uptime.	
SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Packages 1, 2, 3, 4, 5: Subtask 9.1.4</i>	Contractor shall provide Transaction roundtrip processing Authorization time which does not exceed seven (7) seconds response time as specified in each Package.	-Contractor shall provide self reporting to include Transaction roundtrips. -County observation of Transaction roundtrips.	Failure to correct deficiencies and to sustain compliance, at County's sole discretion, would result in termination.
SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Packages 1, 2, 3, 4, 5: Subtask 9.1.5</i>	Contractor shall provide written notification to County of scheduled maintenance and Updates that impact System no less than one (1) calendar week. County reserves the right to approve or disapprove the maintenance scheduled based on RR/CC or DPH business needs.	Inspection & Observation	Delayed schedule maintenance & updates at Contractor's sole expense
SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Packages 1, 2, 3, 4, 5: Subtask 9.1.6</i>	Contractor shall perform scheduled maintenance between the hours specified in each Package.	Inspection & Observation	Delayed schedule maintenance & updates at Contractor's sole expense.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
FOR RECORDS PAYMENT PROCESSING SYSTEM AND RELATED SERVICES**

<p>SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Packages 1, 2, 4, 5: Subtask 9.1.9</i> <i>Package 3: Subtask 9.1.7</i></p>	<p>Contractor shall provide up-to-date written product Specifications within 2 business days of every Update and Custom Programming Modification.</p>	<p>Inspection & Observation</p>	<p>1,000 per day occurrence.</p>
<p>SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Packages 1, 2, 4, 5: Subtask 9.1.11</i> <i>Package 3: Subtask 9.1.8</i></p>	<p>Contractor shall back up County data (including digital documents as well as order information) on a quarterly basis on a mutually agreed upon media with Card number limited as required by applicable law, Data Security Guidelines, and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations at interval to maintain System recoverability.</p>	<p>Inspection & Observation</p>	<p>\$100,000 per occurrence where requested data cannot be located an any resulting damage and/or loss of any kind or nature as determined by County..</p>
<p>SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Packages 1, 2, 4, 5: Subtask 9.1.12</i> <i>Package 3: Subtask 9.1.10</i></p>	<p>Contractor shall store at least 12 months of live County data encrypted in 256-bit AES before archiving and provide County access of archived data.</p>	<p>Inspection & Observation</p>	<p>\$100,000 per occurrence where requested data cannot be located an any resulting damage and/or loss of any kind or nature as determined by County..</p>
<p>SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Packages 1, 2:, 4, 5 Subtask 9.1.15</i> <i>Package 3: Subtask 9.1.12</i></p>	<p>Contractor shall make live and archived data available to County upon 10 business days of County request for such data.</p>	<p>Inspection & Observation</p>	<p>\$1,000 per day where requested data cannot be located an any resulting damage and/or loss of any kind or nature as determined by County..</p>
<p>SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Packages 1 & 2: Subtask 9.1.15</i> <i>Package 3: Subtask 9.1.13</i></p>	<p>Toll free access telephone number to real time technical support staff or via e-mail for assistance with any Contractor owned equipment, including, but not limited to, computer, printer, fax machine, Express courier\regular mail scanner, software, authentication server, phone lines, and specific customizations during normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time.</p>	<p>Inspection & Observation</p>	<p>\$1,000 per day RR/CC is unable to process work due to downtime.</p>

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
FOR RECORDS PAYMENT PROCESSING SYSTEM AND RELATED SERVICES**

SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Packages 1 & 4: Subtask 9.1.18</i> <i>Packages 2 & 5: Subtask 9.1.17</i> <i>Package 3: Subtask 9.1.15</i>	Notification to County designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified and comply with the average wait time as specified for each Package with a Resolution within 48 hours after incident is identified.	Inspection & Observation	\$1,000 per day RR/CC is unable to process work due to downtime.
SOW: Appendix B, Task 9 (Maintenance and Support Services) <i>Packages 1 & 4: Subtask 9.1.19</i> <i>Packages 2 & 5: Subtask 9.1.18</i> <i>Package 3: Subtask 9.1.16</i>	Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 8:00 a.m. – 5:00 p.m., Pacific Time. Reply e-mails shall not be automatically generated responses, but should provide custom response to question.	Inspection & Observation	\$1,000 per day RR/CC is unable to process work due to downtime.
SOW: Appendix B, Task 11 (Operations Services) <i>Packages 1, 2, 3, 4, 5: Subtask 11.2 (Additional Training)</i>	Contractor provides additional training within the five business days of request.	Inspection & Observation	\$1,000 per day until training is provided
SOW: Appendix B, Attachment 1-A, 2-A, 3-A, 4-A, 5-A (Functional Requirements)	Contractor complies with all functional requirements as specified in Attachment A to each Package.	Inspection & Observation	\$10,000 per occurrence
SOW: Appendix B, Attachment 1-B, 2-B, 3-B, 4-B, 5-B (Business Requirements)	Contractor complies with all the business requirements as specified in Attachment B to each Package.	Inspection & Observation	\$10,000 per occurrence

Revised 12-2-10

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OFFICE LOCATION FOR PACKAGES 4 AND 5 - DPH

FOR PACKAGE 4 – ONLINE TRANSACTIONS:

DEPARTMENT OF PUBLIC HEALTH
OFFICE LOCATIONS

<p>Vital Records Office - Headquarters 313 N. Figueroa St. Room 127 Los Angeles, CA 90012</p> <p>Vital Records – District Office 5555 Ferguson Drive, Room 320-70 Los Angeles, CA 90022</p>

FOR PACKAGE 5 – CARD PRESENT TRANSACTIONS:

DEPARTMENT OF PUBLIC HEALTH
OFFICE LOCATIONS

<p>Vital Records Office - Headquarters 313 N. Figueroa St. Room 127 Los Angeles, CA 90012</p>
