

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

**C1700082**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Franchise Tax Board

CONTRACTOR'S NAME

County of Fresno, a Political Subdivision of the State of California

- 2 The term of this Agreement is: October 1, 2017 or date of approval, whichever is later, through September 30, 2020
3. The maximum of this Agreement is: FTB will charge an Administration Fee in accordance with the governing R & TC (19280-19283) as amended by subsequent legislation
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work

6 pages

Exhibit B – Budget Detail and Payment Provisions

1 page

Exhibit C\* – Terms and Conditions

GTC417

Exhibit D - Special Terms and Conditions

1 page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.

These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Fresno, a Political Subdivision of the State of California

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Brian Pacheco, Chairman, Board of Supervisors

ADDRESS

2281 Tulare Street, Room 105, Fresno, CA 93721

**STATE OF CALIFORNIA**

AGENCY NAME

Franchise Tax Board

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael A. Banuelos, Procurement and Contracting Officer or Designee

ADDRESS

P.O. Box 2086, Rancho Cordova, CA 95741-2086

**California Department of General  
Services Use Only**☒ Exempt per: SCM 1-4.04.A.2.

ATTEST:

BERNICE E. SEIDEL, Clerk  
Board of SupervisorsBy Susan Bishop  
Deputy

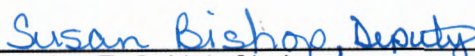
1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment as  
2 of the day and year first hereinabove written.

3 COUNTY OF FRESNO

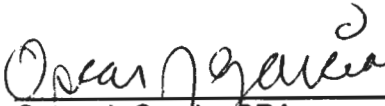
4  
5   
6 Brian Pacheco  
Chairman, Board of Supervisors

7 Date: 9-26-17

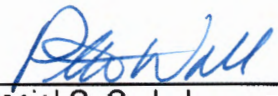
8 ATTEST:

9  
10   
11 Bernice E. Seidel, Clerk  
Board of Supervisors

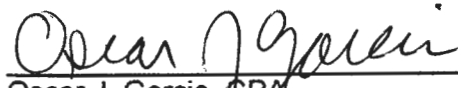
12 REVIEWED & RECOMMENDED FOR  
13 APPROVAL

14   
15 Oscar J. Garcia, CPA  
Auditor-Controller/Treasurer-Tax Collector

16  
17 APPROVED AS TO LEGAL FORM

18  Deputy  
19 Daniel C. Cederborg  
County Counsel

20 APPROVED AS TO ACCOUNTING FORM

21   
22 Oscar J. Garcia, CPA  
Auditor-Controller/Treasurer-Tax Collector

23 FOR ACCOUNTING USE ONLY:

24 Org 04101100

25 Fund 0001

26 Subclass 10000

27 Account 7295

28 /////

/////

/////

**EXHIBIT A****SCOPE OF WORK****Purpose**

This Agreement is entered in between the Franchise Tax Board's Court-Ordered Debt Collections Program, herein after referred to as "FTB-COD" and County of Fresno, a Political Subdivision of the State of California, herein after referred to as "Court/Client" for the purpose of the collection of unpaid court ordered fines, forfeitures and penalties by the Franchise Tax Board.

**Legal Authority**

This Agreement is authorized under the provisions of Revenue and Taxation Code Sections 19280 through 19283 and the Penal Code Sections 1463.010 through 1463.012.

**Duration**

1. **Term:** The Agreement will be from October 1, 2017 or date of approval, whichever is later, and will be in effect until September 30, 2020.
2. **Amendments:** This Agreement may be amended by FTB-COD in writing. No alteration or variation of the terms of this Agreement shall be valid by Court/Client unless made in writing and signed by the parties hereto. Should an Agreement change be necessary the current Agreement terms will remain in effect until a new Agreement is signed by all parties.
3. **Cancellation:** Either party may terminate this Agreement for any reason, upon thirty days (30) prior written notice. This Agreement may be terminated immediately, to be followed by written notice, by either party upon material breach by the other party of the terms of this Agreement.

**General Provisions**

The Contract Administrators for this Agreement shall be the following person:

**Franchise Tax Board**

FTB - Court-Ordered Debt Collections  
Carrie Deterding  
PO Box 1328  
Rancho Cordova, CA 95741-1328  
Phone: (916) 845-5326  
Email: [carrie.deterding@ftb.ca.gov](mailto:carrie.deterding@ftb.ca.gov)

**County of Fresno**

Kim Lamanuzzi  
2281 Tulare Street, Room 105  
Fresno, CA 93721  
Phone: (559) 600-1383  
Email: [KLamanuzzi@co.fresno.ca.us](mailto:KLamanuzzi@co.fresno.ca.us)

Return two (2) signed Agreements to:

**Franchise Tax Board**

Procurement Bureau/Contracts  
Ta Nita Martinez  
P.O. Box 2086, Mailstop A-374  
Rancho Cordova, CA 95741-2086  
Phone: (916) 845-5193  
Email: [tanita.martinez@ftb.ca.gov](mailto:tanita.martinez@ftb.ca.gov)

**EXHIBIT A****SCOPE OF WORK (continued)****Definitions:**

1. "Delinquent Amount" is the amount of court-ordered fine, fee, state or local penalty, forfeiture restitution fine, failure to appear fine, restitution order, or combination thereof, which has not been paid 90 days after payment of the amount first becomes delinquent.
2. "Case" is a delinquent amount owed by a person or debtor, which has been referred by the Court/Client to FTB-COD for collection.
3. "Pro Rata Distribution": If the amount collected is not sufficient to satisfy the amounts referred for collection, then the amount collected shall be distributed on a pro rata basis as provided in R&TC Section 19282, subdivisions (a) and (d). This is based on a percentage equal to the current balance of each case divided by the total balance of the account.
4. "Account" is the primary location of a debtor's case or cases from one or more Court/Client. Unique identification numbers are assigned by FTB-COD to each debtor that is assigned to our collection program.
5. "Administrative Fee": The cost for FTB-COD to administer the program pursuant to R&TC Section 19282.

## EXHIBIT A

**SCOPE OF WORK (continued)****Court/Client Responsibilities:**

1. **Account/Cases and Amounts Referred for Collection:** The Court/Client is responsible for referring accounts that comply with criteria and dollar amount minimums set forth in R & TC 19280-19283 and Penal Code 1463.010 - 1463.012. The amount referred by the Court/Client may include any interest, which accrued prior to the date of referral. The Court/Client may update the debt balance to include any additional accrued interest-through the FTB secure automated information exchange process.
2. **FTB-COD Reimbursement:** The Court/Client agrees to work cooperatively with FTB-COD to resolve erroneous payment/debtor refund issues. The Court/Client will be responsible for reimbursing FTB-COD when:
  - FTB-COD initiates the transmittal of funds to the Court/Client.
  - Debtor's check to FTB-COD has been identified as a "Bad Check", and such funds have been transmitted to Court/Client.
  - Credit card payments are charged back or reversed by debtor and such funds have been transmitted to the Court/Client.
  - FTB-COD erroneously collected money as a result of inaccurate case data provided by the court and sent the funds collected to the Court/Client.
3. **Case Balance Adjustments Made by the Court/Client:** Case adjustments to the amount of fees and fines imposed on a defendant/debtor for cases referred and accepted by the FTB-COD, which are the result of judicial review of the case or payments and/or credits received from the defendant/debtor, must be immediately communicated by the Court/Client to FTB-COD through the FTB secure automated information exchange process. Case balance adjustments made to cases referred to and accepted by the FTB-COD that are adjusted by the Court/Client, while subject to the FTB-COD collection procedures are not eligible for refund of administration fees if such adjustment resulted in over collection of the case balance.
4. **Court/Client Collection Activity Suspended:** With the exception of referring accounts to the FTB Interagency Intercept Collections Program, Court/Client will refrain from any and all collection activity, including referring said cases/accounts to another contractor for collection action, on any cases/accounts that have been referred to the FTB under this Agreement.
5. **Court/Client to Resolve Disputes with Debtor:** Cases referred to FTB-COD are deemed final, due and payable in full. Questions or disputes made by a debtor raised with FTB-COD regarding the accuracy of the debt will be referred back to the Court/Client for resolution. FTB-COD collection activity may, at FTB-COD's sole discretion, be suspended pending resolution of the issue.
6. **Information Exchange:** Case Information must be exchanged with FTB-COD through the FTB secure automated information exchange process. FTB will provide a schedule for weekly processing of client new referrals and case up dates to FTB, and updates back to the client. Specific case information exchanged is contained in the record layout and is used to manage the case collection process. The Court/Client agrees to follow the most currently prescribed record layout. The record layout and exchange process instructions can be found at: [http://www.ftb.ca.gov/online/Court\\_Ordered\\_Debt/record\\_layout.pdf](http://www.ftb.ca.gov/online/Court_Ordered_Debt/record_layout.pdf)

FTB-COD will provide an Action File through the FTB secure electronic information exchange process. Data on this file includes but is not limited to bills sent to the debtor, cases withdrawn, returned or rejected and sent back to the Court/Client. The Court/Client agrees to process the FTB-COD Action file and to update their case management system before submitting their next case information file.

**EXHIBIT A****SCOPE OF WORK (continued)****Court/Client Responsibilities:**

7. **Payment Notification:** The Court/Client will provide to the FTB-COD a weekly report of any payments received on referred accounts regardless of the payment source and location received/collected.
8. **Distribution of Money Collected:** The Court/Client is responsible for distributing amounts received under this Agreement pursuant to applicable law.
9. **Refunds and Administration Fees:** Cases referred to FTB-COD with inaccurate case data resulting in payments collected erroneously will be refunded to the affected parties by the Court/Client. The Court/Client agrees to refund the full amount of erroneously collected funds to include the administration fees if assessed by FTB-COD.
10. **Information to be made available:** The Court/Client will make available to the FTB-COD, for use in its collection efforts, all necessary information and the sources including enforcement remedies and capabilities available to the court.

**EXHIBIT A****SCOPE OF WORK (continued)****FTB-COD Responsibilities**

1. **Collection and Support Services:** FTB-COD will determine the appropriate enforcement remedies and/or services to be utilized for the collection of amounts referred under this Agreement. To the extent authorized by Revenue and Taxation Code Section 19280, subdivision (d)(2), any enforcement remedies and capabilities available to the court shall apply without limitation to amounts referred under the provisions of Revenue and Taxation Code Sections 19280 - 19283 and this Agreement.

**Support Services:** FTB-COD provides the Court/Client with the following services:

- Telephone access for Court/Client liaisons, available Monday through Friday during typical business hours except observed state holidays
  - New and Refresher Client Service Training
  - Monthly Collections Report
  - On a weekly basis, FTB-COD is to provide the Court/Client a schedule of payments received and applied to the applicable accounts.
  - Updates on policies, procedures, and applicable business news through periodic communication notices via email
  - Conference calls for resolutions to issues that cannot be resolved through normal Client Liaison telephone contact
  - Call Center for debtors available Monday through Friday except observed state holidays.
  - In the event of a disaster, FTB-COD may not be able to fulfill the aforementioned services until such time FTB-COD can resume normal business operations.
  - Informational Website to include frequently asked questions and technical Updates:  
My Court-Ordered Debt Account - General Information
2. **FTB-COD Data Sources: Confidentiality of Debtor Information:** The Information Practice Act, Public Records Act, and Revenue and Taxation Code prohibit FTB-COD from disclosing personal debtor information secured by our collection efforts to our Court/Clients. In addition, this Agreement does not provide for the use of confidential Federal Tax Returns or confidential tax return information obtained from the Internal Revenue Service.
  3. **Case and Data Retention:** All records received by FTB-COD and any database created, copies made, or files attributed to the records received will be destroyed when no longer needed for the business purpose for which it was originally obtained. Data will be destructed in accordance with established FTB Data Retention Guidelines, which are four (4) years from the date the last active case on the account was withdrawn or closed. The records shall be destroyed in a manner to be deemed unusable or unreadable and to the extent that an individual record can no longer be reasonably ascertained.

Exception: Accounts will not be destroyed per the Data Retention Guideline if:

- A payment was received within four (4) years
- A payment issue is being reviewed
- A credit balance exists on the account
- A refund, fund transfer or general fund credit existed within the last four (4) years



**EXHIBIT A****SCOPE OF WORK (continued)****FTB-COD Responsibilities**

4. **Return of Cases:** FTB-COD, at its sole discretion, may return any case that has been pursued for collection to the most practicable extent. Cases will be returned to the Court/Client when the following conditions apply:
  - After 12 months when a case does not have or FTB-COD cannot verify social security number (SSN) provided by client, and known assets and payments have been collected.
  - After 24 months when the case has a social security number but we have no activity.
  - Debtor files Bankruptcy.
  - Higher priority debt has been confirmed.
  - Confirmation of a deceased debtor.
  - A zero balance due.
5. **FTB-COD Installment Agreement:** FTB-COD may, upon proof of debtor's financial condition, in its sole discretion, enter into an installment Agreement with the debtor.
6. **Potential Incorrect Debtor (PID)/Identity Theft:** When identity theft or potential incorrect debtor information is determined by FTB COD, the FTB-COD will take appropriate action to remedy resulting adverse affects. Such action will include, but not limited to:
  - Notify the referring client if the referring client provided the incorrect name and/or identifying information, such as the social security number. The referring clients will either withdrawal the case or provide correct identifying information.
  - Release all orders on account. (Earning Withholding Order and Order to Withhold).
  - Withdraw all cases and return to the appropriate client(s).
  - Contact appropriate client(s) by phone to inform them of potential identity theft.
  - Identify any misapplied funds and request a refund (if applicable).
7. **Audit By the Court/Client:** FTB-COD agrees that those matters connected with the performance of any work done under this Agreement, including, but not limited to, the costs of administering the Agreement, may be subject to the examination and audit by the Court/Client or its authorized representative, for a period of three (3) years after final payment is made.
8. **Audit Report:** In the event an audit is conducted of FTB-COD, specifically as to this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the FTB-COD or otherwise specified regarding this Agreement, then FTB-COD shall file a copy of such audit report with the Court/Client within thirty (30) days of FTB-COD's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The Court/Client shall maintain the confidentiality of such audit report(s) to the extent required by law.



**EXHIBIT B****BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Deposits to State Treasury:** All amounts collected by FTB-COD for amounts owing on delinquent court ordered debts should be transmitted to the State Controller's Office for deposit in the Court Collection Account. Amounts collected pursuant to this program are amounts collected pursuant to a comprehensive program as provided in Section 1463.007 of the Penal Code.
2. **State Controller Distribution:** The State Controller's office shall transfer amounts collected to the Court/Client, less the administrative costs of the program. Such amount deducted by FTB-COD for administrative costs shall not exceed the maximum percentage authorized by Revenue and Tax Code (R&TC) Section 19282 of the amount collected. The State Controller's Office shall make transfers at least once each month. This Agreement makes no provision for any such other direction of amount recovered. This provision shall not be construed to preclude or affect any contractual Agreement by the State Controller and the Court/Client regarding transfers, except as to the deduction for cost of administration.
3. **Payments Collected In Error:** Payments collected in error by FTB-COD will be refunded to the affected parties by FTB-COD. The Court/Client will not be assessed administrative fees on those payments.
4. **Partial Recovery - Pro Rata Distribution:** If the amount collected is not sufficient to satisfy the amounts referred for collection, then the amount collected shall be distributed on a pro rata basis as provided in R&TC Section 19282, subdivisions (a) and (d). This is based on a percentage equal to the current balance of each case divided by the total balance of the account.
5. **Administrative Fees:** Payments to cases referred to the FTB-COD for collections and accepted by the FTB-COD are subject to an administrative fee provided for in R&TC Section 19282. FTB-COD may receive administrative fees for amounts collected up to one year of the return of a case, subject to the fiscal provisions in this Agreement and provisions relating to payments deemed FTB-COD collected. Administrative fees will be assessed on payments received and applied to the referred case regardless of where or by whom payment is made subject to the following exceptions:
  - Payments collected through the FTB Interagency Intercept Collection program (R&TC 19280-19283).
  - Payments collected through liens filed by the Court/Client or an agent for the Court/Client prior to referral to FTB-COD.
  - The payment is collected after the FTB-COD has returned the case/account under guidelines set forth in this Agreement and the FTB-COD cannot prove that the collection resulted from FTB-COD collection activity.
  - Payments that the Court/Client can prove did not result from FTB-COD collection activity
6. **Refunds and Administration Fees:** FTB-COD will refund monies, not yet transferred to the respective client, to the affected parties wherefrom money was collected erroneously as a result of FTB-COD's actions. Administration fees will not be assessed on monies collected in error by the FTB-COD.
7. **Payment Application for Withdrawn or Returned Cases:** Payments received by FTB-COD on cases that have been withdrawn and/or returned will be applied in the following manner:
  - Recovery of bad checks
  - To the last case that was withdrawn\returned.

Any refund issues resulting from payments on the above case types will be the responsibility of the Court/Client.

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## EXHIBIT D

**SPECIAL TERMS AND CONDITIONS**

1. **Statement of Confidentiality:** The Franchise Tax Board has confidential taxpayer tax returns and other data in its custody. Unauthorized inspection or disclosure of State returns or other confidential taxpayer data is a misdemeanor (Sections 19542 and 19542.1, Revenue and Taxation Code and 90005, Government Code). Unauthorized inspection or disclosure of confidential data that includes Federal returns and other data is a felony (Sections 7213(a) (1) and 7213A (a) (1) (B) Internal Revenue Code).
2. **Employee Access to Information:** FTB-COD agrees that the information obtained will be kept in the strictest confidence and shall be made available to its own employees only on a "need to know" basis. Need to know is based on those authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement. FTB-COD agrees to ensure that the information received under this Agreement is disclosed only to those individuals and for such purpose as specified in this Agreement.
3. **Contingency Clause to Budget Act:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Court/Client or to furnish any other considerations under this Agreement and Court/Client shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Court/Client to reflect the reduced amount.