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LOS ANGELES COUNTY

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313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213)240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.

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May 14, 2013

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

Dear Supervisors:

APPROVAL OF SOLE SOURCE AGREEMENT WITH GARTNER, INC. FOR CONSULTING SERVICES
(ALL) DISTRICTS
(3 VOTES)

SUBJECT

Approval of a sole source agreement with Gartner, Inc. for consulting services to provide specialized expertise to the Department of Health Services during implementation of the Electronic Health Record System, known as ORCHID, and delegate authority to the Director of Health Services to amend the Agreement to extend the term up to two optional one-year periods and increase the Agreement sum accordingly for the extension period.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute a sole source Agreement with Gartner, Inc. (Gartner), effective on Board approval through May 31, 2016 for consulting services related to project oversight and quality assurance to support the Department of Health Services' (DHS) implementation of an Electronic Health Record System, (ORCHID) with a maximum Agreement sum of $3,077,344 for that period, with two one-year options to extend the Agreement.

2. Delegate authority to the Director, or his designee, to amend the Agreement with Gartner to (i) extend the term up to two optional one-year periods through May 31, 2018 and increase the maximum Agreement sum by $837,262 for the period June 1, 2016 through May 31, 2017 and $746,037 for

the period June 1, 2017 through May 31, 2018; and (ii) add and/or change such provisions as required by the Board or Chief Executive Officer (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Director to execute an Agreement with Gartner, substantially similar to Exhibit I, for specialized consulting services related to project oversight and quality assurance to support the DHS implementation of ORCHID. DHS is embarking on the design, build, and implementation of ORCHID under the agreement with Cerner that was approved by the Board late last year. ORCHID is essential to improving patient care delivery, quality and efficiency of care required by the American Recovery and Reinvestment Act of 2009 (ARRA). Additionally, it will help ensure that DHS is in compliance with ARRA and support the Department's ambulatory care restructuring efforts toward health care reform while improving the Department's position in an increasingly competitive health care environment.

Approval of the second recommendation will authorize the Director, or his designee, to amend the Agreement to extend the term of the Agreement up to two one-year periods beginning June 1, 2016 through May 31, 2018 and increase in the maximum Agreement sum for each extension period.

Deployment of ORCHID will be a large and highly complex project of a magnitude that DHS has not faced, and one that must be accomplished on an aggressive timeframe. In projects of this scale, and for ORCHID especially, it is essential that any emerging critical problems are recognized before the window for timely remediation has passed. Without specialized oversight such as that provided by Gartner, the downstream effects of the problems may be underestimated and addressed symptomatically, resulting in unintended and generally serious consequences, including program failure.

The County has few resources with the experience and knowledge in conducting large scale public healthcare system implementation and integration projects, and even fewer that have been part of completing successful large scale projects comparable in scope and breadth to ORCHID .

As DHS previously advised the Board on October 3, 2012, the department intended to negotiate an agreement with Gartner for consulting services related to oversight and quality assurance to ensure that the ORCHID implementation maintains its direction and delivers the expected benefits. Gartner is a world leader in Information Technology advisory services and has been providing expertise in project management and quality assurance for large-scale healthcare system implementations to the public sector for over 30 years.

Additionally, Gartner already has extensive experience and knowledge of both DHS and ORCHID. Working under a competitively bid Information Technology Support Services Master Agreement (ITSSMA) Work Order, Gartner worked closely with DHS, County Counsel, and outside counsel, Foley and Lardner, LLP, to help lead the development of the Department's ORCHID strategy, structure of the system's governance process and the rigorous and highly structured procurement process. Gartner continued to partner with the project team during the Cerner agreement negotiations and, during that time, Gartner worked extensively with DHS staff in the development and oversight of the Cerner agreement's Statements of Work, the completion of which will be integral to ORCHID's success. The recommended Agreement will enable DHS to use its and Gartner's resources more effectively, resulting in fewer overall hours to complete tasks and deliverables, with less risk of repeated work or wasted effort.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The maximum obligation of the Agreement for the initial term from Board approval through May 31, 2016 is $3,077,344.

Funding is included in the Capital Project – Electronic Health Record Information System (known as ORCHID), Fund (J16-HE) Fiscal Year 2012-13 Final Budget for Consulting Services, and will be requested in future fiscal years. The ORCHID J-Fund is funded with commercial paper, as approved by the Board of Supervisors on January 22, 2013.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended consulting services Agreement sets forth defined tasks and specific deliverables. The scope of work in the recommended Agreement includes: 1) project initiation services with a detailed work plan and kick-off presentation; 2) quality management planning services including establishment of quality standards, checklists, reporting templates and repositories to apply to the ORCHID statements of work and respective deliverables; 3) baseline and ongoing project risk assessment and reporting; 4) ongoing quality control and quality assurance services to monitor compliance with ORCHID project and Cerner agreement requirements; 5) advisory, capacity building knowledge transfer and program management services to ensure DHS develops self-sufficiency for implementation and ongoing ORCHID enhancements, maintenance and operations; and 6) periodic quality assurance reviews of project status, and key deliverables and outcomes.

Gartner's approach to project assessment employs the Gartner Program Assessment tool developed specifically leveraging research, best practices, and industry standards to support quality assurance activities. Gartner's independent and objective reviews based on leading technology research uniquely positions Gartner to counsel DHS on mitigating very complicated risk before such risk materializes or adversely affects the ORCHID project's status. The Gartner project team includes several senior staff who were also part of the project team assembled for the procurement process and Cerner contract negotiations. Thus, DHS will have a seamless transition to the consulting services Agreement.

All Board of Supervisors' required provisions are included in this Agreement. The Agreement may be terminated for convenience on ten days' notice. The recommended Agreement contains a limit of liability based on the total fee paid by the County under the Agreement. The limit of liability does not apply if damages are caused by negligence or willful acts or omissions of the contractor or its employees. This limitation is typical in a consulting services agreement of this nature and DHS believes the limitation of liability represents a minimal risk to the project.

The Agreement has also been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

As previously mentioned, the Board was notified on October 3, 2012 of DHS' intent to enter into sole

source negotiations with Gartner for consulting services related to project oversight and quality assurance to support implementation of the Department's at that time unnamed Electronic Health Record System now known as ORCHID. Gartner was selected for the proposed consulting services Agreement based on several factors, including the depth and breadth of its experience on the ORCHID project's procurement and contracting process.

The overall objective of the proposed Gartner sole source engagement is to provide specialized expertise to ensure the success of the ORCHID implementation—i.e., that the system will be developed and delivered on time, within budget and with the full scope of functionality envisioned. The proposed Agreement with Gartner will enable DHS to leverage the firm's world class knowledge and experience in healthcare IT and in large project oversight. A key factor in selecting Gartner is its experience with DHS staff, along with its understanding of DHS's environment, and its depth and participation in the ORCHID procurement planning and contract development process. All of these factors, uniquely situate the firm to support DHS as it embarks on design, build and implementation of the new system. DHS determined that it was not feasible to conduct a Request For Proposals (RFP) process as another firm would not bring the same experience to the recommended Agreement and because the aggressive timeframe for ORCHID implementation necessitates service continuity.

An approved Sole Source Checklist (Attachment A) is included in accordance with the Board Policy 5.100 Sole Source Agreements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow for improved coordination in the implementation of ORCHID at DHS.

Respectfully submitted,

Mitchell H. Katz, M.D.

Director

MHK:kh

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Chief Information Office

ATTACHMENT A

SOLE SOURCE CHECKLIST
GARTNER

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS ***Identify applicable justification and provide documentation for each checked item.***
X	**Other reason. Please explain:** The recommended sole source agreement with Gartner is for specialized consulting services related to project oversight and quality assurance to support the Department of Health Services (DHS) implementation of its enterprise wide electronic Health Record System, known as ORCHID. DHS is embarking on the design, build, and implementation of ORCHID under the agreement with Cerner that was approved by the Board late last year. This critical project is large and highly complex, with a magnitude that DHS has not faced, and one that must be accomplished on an aggressive timeframe. ORCHID will be implemented in a phased approach starting at Harbor-UCLA Medical Center in Summer of 2014 with full enterprise wide implementation in Summer of 2016. DHS advised the Board on October 3, 2012, of the department's intent to negotiate an agreement with Gartner for specialized consulting services related to oversight and quality assurance to ensure that the ORCHID implementation maintains its direction and delivers the expected benefits. As a world leader in Information Technology advisory services, Gartner has been providing expertise in project management and quality assurance for large-scale healthcare system implementations to the public sector for over 30 years. Gartner is also uniquely positioned to provide these services as the project engagement team already has extensive experience and knowledge of both DHS and ORCHID. Working under a competitively bid Information Technology Support Services Master Agreement (ITSSMA) Work Order, Gartner worked closely with DHS, County Counsel, and outside counsel, Foley and Lardner, LLP, to help lead the development of the Department's ORCHID strategy, structure of the system's governance process and the rigorous and highly structured procurement process. Gartner continued to partner with the project team during the Cerner agreement negotiations and, during that time, Gartner worked extensively with DHS staff in the development and oversight of the Cerner agreement's Statements of Work, the completion of which will be integral to ORCHID's success. In projects of this scale, and for ORCHID especially, it is essential that any emerging critical problems are recognized before the window for timely remediation has passed. The County has few resources with the experience and knowledge in conducting large scale public healthcare system implementation and integration projects, and even fewer that have been part of completing successful large scale projects comparable in scope and breadth to ORCHID. Without specialized oversight such as that provided by Gartner, the downstream effects of the problems may be underestimated and addressed symptomatically, resulting in unintended and generally serious consequences, including program failure. ORCHID is essential to improving patient care delivery, quality and efficiency of care required by the American Recovery and Reinvestment Act of 2009 (ARRA and will help ensure that DHS is in compliance with ARRA and support the Department's ambulatory care restructuring efforts toward health care reform while improving the Department's position in an increasingly competitive health care environment. The recommended sole source Agreement with Gartner will enable DHS to use its and Gartner's resources more effectively, resulting in fewer overall hours to complete tasks and deliverables, with less risk of repeated work or wasted effort with the goal of successful implementation of ORCHID.

Manager, CEO — **Date** 4/22/13

DEPARTMENT OF HEALTH SERVICES

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

GARTNER, INC

FOR

CONSULTING SERVICES

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AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
GARTNER, INC.
FOR
CONSULTING SERVICES

This Agreement and Exhibits made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as “County”, and Gartner, Inc.hereinafter referred to as “Contractor”. Contractor is located at _____.

RECITALS

WHEREAS, the County may contract with private businesses for specialized ConsultingServices when certain requirements are met; and

WHEREAS, on November 27, 2012, County entered into an Agreement with Cerner Corporation for the design, build and implementation of an Electronic Health Record ("EHR") System known as ORCHID for the County's Department of Health Services ("DHS"); and,

WHEREAS, pursuant to the County's Information Technology Support Services Master Agreement, Contractor provided consulting services in support of the development of County's EHR project, EHR System acquisition and EHR System Agreement, specifically assuming a leading role with DHS to develop its EHR strategy, to structure the EHR governance process, to create a rigorous and highly structured EHR evaluation and selection process, and to work collaboratively with key DHS stakeholders and other County departments to support the completion of the acquisition process; and,

WHEREAS, as County's DHS embarks on the design, build and implementation of ORCHID, it requires Contractor's third party oversight and quality assurance services to ensure that the EHR program maintains its direction and delivers the expected benefits; and,

WHEREAS, the Contractor is a private firm specializing in providing Electronic Health Record Oversight and Quality Assurance Services; and

WHEREAS, this Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for specialized services; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250.

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Pricing Schedule

1.3 EXHIBIT C - INTENTIONALLY OMITTED

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Forms Required at the Time of Agreement Execution

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 Agreement: Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 Contract: Agreement executed between County and Contractor.

2.3 Contractor: The sole proprietor, partnership, limited liability company or corporation that has entered into an Agreement with the County to perform or execute the work covered by the Statement of Work.

2.4 Contractor Project Manager: The individual designated by the Contractor to administer the Agreement operations after the Agreement award.

2.5 County Project Director: The individual designated by the County with overall responsibility for the Agreement after the Agreement

award. This may be the same person named as County Project Manager.

2.6 **County Project Manager:** The individual designated by the County to administer the Agreement.

2.7 **Day(s):** Calendar day(s) unless otherwise specified.

2.8 **DHS:** Department of Health Services

2.9 **Director:** Director of Health Services or his/her authorized designee.

2.10 **Facility:** Medical Centers, Rehabilitation Centers, Health Centers, or Ambulatory Care Centers all within Department of Health Services.

2.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

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

4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall commence upon approval by County's Board of Supervisors through the period ending May 31, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

4.2 The County shall have the sole option to extend this Agreement term for up to two additional one-year periods through May 31, 2018. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.

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

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

5.0 AGREEMENT SUM, BILLING AND PAYMENT

5.1 The Maximum Agreement Sum shall for the term set forth in subparagraph 4.1 shall not exceed Three Million, Seventy Seven Thousand, Three Hundred Forty Four Dollars ($3,077,344). In the event County extends this Agreement as set forth in subparagraph 4.2, the Agreement Sum shall be increased by Eight Hundred Thirty Seven Thousand, Two Hundred Sixty Two Dollars ($837,262) for the period June 1, 2016 through May 31, 2017 and by Seven Hundred Forty Six Thousand, Thirty Seven Dollars ($746,037) for the period June 1, 2017 through May 31, 2018 for total Agreement Six Hundred Forty Three Dollars ($4,660,643) for the entire term.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit E - County's Administration.

5.4 No Payment for Services Provided Following Expiration/ Termination of Agreement

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

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and Facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Agreement shall be submitted in two (2) copies to the County's Project Director at the address indicated in Exhibit E - County's Administration.

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Agreement are met; and

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

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

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

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager on a regular basis.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F -Contractor's Administration. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to

such officials to execute documents under this Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

All of Contractor's employees assigned to County Facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County Facility. Contractor personnel may be asked to leave a County Facility by a County representative if they do not have the proper County ID badge on their person.

7.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.

7.5 Background and Security Investigations

7.5.1 All Contractor staff performing work under this Agreement on site at DHS Facilities shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this

Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.

7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.5.3 County may immediately, at the sole discretion of the County, deny or terminate Facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County Facility access.

7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.6 Confidentiality

7.6.1 Subject to the provisions of California Government Code Section 6250 et seq (Public Records Act), he parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with this Agreement, including the Contractor Materials (as that term is defined in sub-paragraph

9.3 -Intellectual Property Ownership). The obligation of the parties with respect to the Confidential Information shall terminate with respect to any particular portion of the Confidential Information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any Confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication to the receiving party; (iv) it is in the receiving party's possession free of any obligation of confidence at the time of the disclosing party's communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; or (vi) the receiving party has the disclosing party's written permission.

Each party shall provide notice to the other of any demand made upon it under lawful process to disclose or provide any of the other party's Confidential Information. The party in possession of the requested Confidential Information agrees to cooperate with the other party, if the other party elects to seek reasonable protective arrangements or oppose such disclosure which shall be at the other party's sole expense. Any Confidential Information disclosed pursuant to such lawful process shall continue to be Confidential Information unless it is deemed otherwise pursuant to an order of a court of competent jurisdiction.

7.6.2 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

7.6.3 Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the

provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G1.

7.6.4 Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by Director or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.1.3 The Director, or his/her designee**,** may at his/her sole discretion, authorize extensions of time as defined in paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an

Amendment to the Agreement shall be prepared by the County and then executed by the Contractor.

8.1.4 The Director, or his/her designee, may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation or County policy, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer.

8.2 ASSIGNMENT AND DELEGATION

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

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange,

assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under

this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 INTENTIONALLY OMITTED

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.7.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.7.2 **Facilities Rules and Regulations**

During the time that Contractor's agents, employees, or subcontractors are at a Facility, Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such

employee or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS-
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

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

8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

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

8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular

business hours to verify compliance with the provisions of this sub-paragraph 8.8 when so requested by the County.

8.8.7 If the County finds that any provisions of this sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

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

8.8.9 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a

copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary

services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the

Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

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

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

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. If the Contractor decides to pursue consideration of GAIN/GROW participants for hiring, the Contractor shall provide information regarding job openings and job requirements to DPSS' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as

quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

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

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years,

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

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

debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.15.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from

participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

8.15.3 Failure by Contractor to meet the requirements of this sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

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

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and

wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

8.17.1 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.

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

8.18 COUNTY'S QUALITY ASSURANCE PLAN

8.18.1 The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards identified in the Statement of Work. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not

corrected will be reported to the Board of Supervisors.

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

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.19.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.19.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall

obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.21 FACSIMILE REPRESENTATIONS

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

8.22 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages,

overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(l) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(l) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not

excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

8.26.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.

8.26.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

8.26.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or

intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

8.27 INDEPENDENT CONTRACTOR STATUS

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

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

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers'

Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.27.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 - Confidentiality.

8.28 INDEMNIFICATION

8.28.1 **General Indemnity**

Contractor agrees to indemnify, defend and hold harmless the County its employees, officers and agents, from and against any third party claims, demands, loss, damage or expenses (including reasonable attorney's fees and court costs) relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful acts or omissions of the Contractor its personnel, or agents during the course of providing the Services under this Agreement.

8.28.2 **Intellectual Property Indemnity**

Upon notification of a claim against the County alleging any Contractor provided Deliverable infringes a copyright, patent, trade secret or other intellectual property right of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the County. Contractor will not indemnify the County however, if the claim of infringement is caused by (1) County's misuse or modification of the Deliverable; (2) County's failure to use corrections or enhancements made available by Contractor; (3) County's use of the Deliverable in combination with any product or information not owned or developed by Contractor. If any Deliverable is, or in Contractor's opinion is likely to be, held

to be infringing, Contractor shall at its expense and option either: (a) procure the right for County to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing, or (d) direct the return of the Deliverable and refund to County the fees paid for such Deliverable.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.29.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to

obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.

Director, Contracts and Grants

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Section
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

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

8.29.2 **Additional Insured Status and Scope of Coverage**

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

County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 **Cancellation of or Changes Insurance**

Contractor shall employ commercial reasonable methods to advice the County of any Contractor decision to make any material change in its corporate insurance coverage. thirty (30) days in advance of proposed change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.29.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.29.5 **Insurer Financial Ratings**

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

8.29.6 **Contractor's Insurance Shall Be Primary**

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

shall be in excess of and not contribute to any Contractor coverage.

8.29.7 **Waivers of Subrogation**

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

8.29.8 **Sub-Contractor Insurance Coverage Requirements**

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

8.29.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses.

Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.29.11 **Application of Excess Liability Coverage**

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

8.29.12 **Separation of Insureds**

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

8.29.13 **Alternative Risk Financing Programs**

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

8.29.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.30 INSURANCE COVERAGE

8.30.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

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

8.30.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's

operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 **Unique Insurance Coverage**

Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall

not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.35 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.36 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager the dispute, the Director or his/her designee shall resolve it.

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.39 NOTICES

8.39.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.39.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit F – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement,

become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.42 PUBLICITY

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press

releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his/her designee. The County shall not unreasonably withhold written consent.

8.42.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.42 shall apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.43.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles

County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash

payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.44 RECYCLED BOND PAPER

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

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.46 SUBCONTRACTING

8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.46.2 If the Contractor desires to subcontract, the Contractor shall

provide the following information promptly at the County's request:

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

8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.48 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 sub-paragraph 8.17 - Contractor's 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 Agreement, 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.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his/her designee.

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor may be liable to the County for any and all excess costs incurred by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.50.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor.

Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.50.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.50, or that the default was excusable under the provisions of sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.49 - Termination for Convenience.

8.50.5 The rights and remedies of the County provided in this sub-paragraph 8.50 shall not be exclusive and are in addition to

any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

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

8.52 TERMINATION FOR INSOLVENCY

8.52.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of

business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.52.2 The rights and remedies of the County provided in this sub-paragraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors

appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.55 INTENTIONALLY OMITTED

8.56 VALIDITY

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

8.57 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.58 WARRANTY AGAINST CONTINGENT FEES

8.58.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.58.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or

otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

9.2 LIMITATION OF LIABILITY

Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful acts or omissions of Contractor or its employees, Contractor's total liability arising out of this Agreement and the provision of the Services shall be limited to the fee paid by the County under this Agreement.

9.3 INTELLECTUAL PROPERTY OWNERSHIP

Contractor agrees to provide ownership of any Deliverable(s) originally produced during the course of this Agreement to the County. Contractor shall retain sole and exclusive ownership of any, pre-existing Contractor tools, methodologies, questionnaires, responses, and/or proprietary research and data generated in the course of performing the Services, together with all intellectual property rights therein hereinafter referred to as the "Contractor Materials". Contractor grants to County a perpetual, non-exclusive, royalty-free license to use the Contractor Materials embodied in any Deliverable(s) subject to the limitations set forth in the sub-paragraph 9.4 - "Use of Deliverables".

Nothing contained in this Agreement shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Contractor shall not use or disclose any of the County's confidential information. County shall retain its rights in any proprietary material that County supplies to Contractor.

9.4 USE OF DELIEVERABLES

Subject to payment in full of the applicable fees (if any), Contractor grants to County for its internal business use only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables. Unless the Deliverable is a Request for Proposal (RFP) or similar document intended to be distributed by the County, County shall not make the Deliverables available, in whole or in part, to anyone outside of County, or quote excerpts from the Deliverables to the public, without the prior written consent of Contractor. Notwithstanding the foregoing, County may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who are engaged by County to review or implement suggestions or to further research the issues contained in the Deliverables, and either have executed with County appropriate confidential protection agreements or Contractor, (iii) governmental or regulatory bodies as required by law; Contractor acknowledges this Agreement and the Deliverables are subject to the Public Records Act..

9.5 ACCEPTANCE

Absent specific language in the Statement Of Work to the contrary, County shall provide written acceptance of Deliverables within 15 days of receipt by the County unless Contractor receives written

notice of non-acceptance within 15 days after delivery. Any notice of non-acceptance must state in reasonable detail how the Deliverables did not conform to the Statement of Work and Contractor shall use its reasonable business efforts to correct any deficiencies in the Deliverables so that they conform to the Statement of Work.

9.6 WARRANTY

Contractor warrants that the Deliverables, in the form provided to County, do not infringe any copyright, trademark, trade secret or other right of any third party.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____

Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

_____

By_____

Signature

_____

Printed Name

_____

Title

APPROVED AS TO FORM:
John Krattli
County Counsel

By_____
Principal Deputy County Counsel

Exhibit A

Statement of Work

1.0 Introduction

The Statement of Work (SOW) would be as follows:

- Identify and assure appropriate mitigation of project risks
- Apply proven project management controls.
- Review ORCHID project processes and deliverables and provide feedback and recommendations to the County.
- Provide recommendations to ensure the project stays within timeline, delivers expected outcomes, and complies to financial and policy controls
- Provide ongoing advisory services and Project Management Support

The overall objective of the engagement is to help ensure the success of the ORCHID implementation—i.e., the system developed and delivered on time, within budget and with the full functionality and outcomes envisioned.

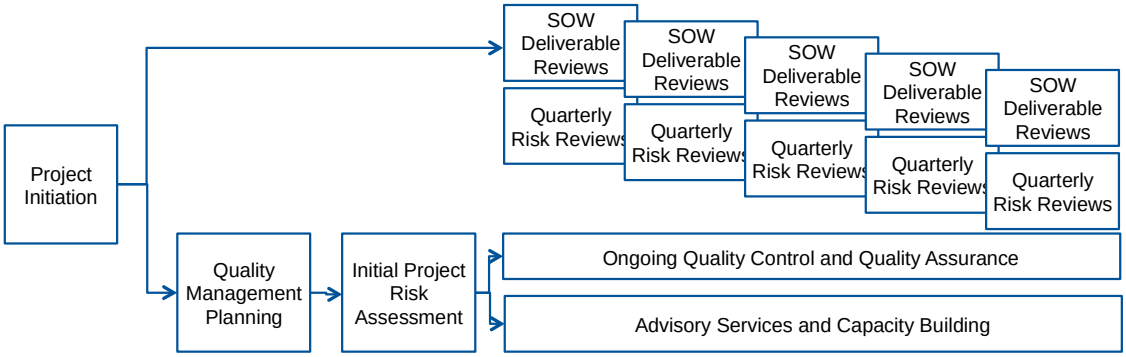
In addition to supporting the project, the deliverables of this engagement will provide input and advice to assist the ORCHID Oversight Committee to achieve many of their key objectives as follows:

- Ensure that the ongoing design, build, testing and implementation of the DHS-wide ORCHID electronic health record (EHR) system is consistent with the overall DHS Mission, the previously defined EHR Vision
- Conduct ongoing assessments of ORCHID implementation progress against applicable timelines and benchmarks and provide feedback to the ORCHID implementation team;
- Evaluate potential challenges and barriers affecting the ORCHID implementation and work with the implementation team, DHS leadership, and external stakeholders to address challenges and barriers;
- Evaluate reports and other ORCHID implementation materials for signs of developing issues and risks and provide recommendations to address the issues and mitigate the risks to the ORCHID implementation team.

2.0 Scope of Work

To meet the outlined scope and objectives, Gartner will complete the tasks summarized here and outlined in detail in the outlined in the Statement of Work below:

Details on the actual tasks and deliverables for this approach are included below.



3.0 Project Initiation

Objectives

- Ensure Gartner and the LA DHS project teams are aligned on the goals, objectives, responsibilities and work plan
- Agree on how the Gartner and LA DHS project teams will work together to coordinate efforts and on how the project will be managed

Process

- Finalize Project work plan and conduct knowledge-transfer session with LA DHS staff regarding project approach, methodologies and tools
- Work with the Core Project Team on Project Governance and Organization
- Develop materials and conduct kick-off sessions with the project team and other stakeholders (as needed) to review project objectives, approach and methodology and timeline. Confirm the following key topics with the Clinical Project Director and IT Project Director:
  - ❑ Deliverables submittal, review and acceptance process
  - ❑ Issues mitigation and escalation process
- Finalize project work plan and key Gartner deliverables for the ongoing and quarterly reviews

Deliverables

- Detailed Work Plan
- Kick-Off Presentation

3.1 Quality Management Planning

Objectives

- Validate and verify the set of quality standards that are relevant to the Project and determine how to best satisfy them in order to drive delivery accountability and overall Project success.

Process

- Design and document an organizational and reporting structure for the County ORCHID QA Office including:

  - The format and mechanisms for weekly, monthly, and milestone status reporting which build upon, and do not duplicate the reporting structures and processes already defined in the Cerner Agreement SOWs.
  - Refine the Gartner QA frameworks and tools to ensure efficient and effective assessment of compliance with the process and quality of the deliverables specified in the agreed upon Cerner Agreement SOWs.
  - Criteria for evaluation of Cerner Agreement SOW process compliance and deliverable quality
  - Mechanisms by which Gartner and the DHS and Cerner teams will use the existing Cerner MethodM online tool and repository for QA reporting and collaboration (and, if necessary, additional repositories where MethodM will not suit for confidentiality, functionality, or other purposes).

- Develop an Operational Definition of Quality Standards by customizing the Gartner Software Quality Standards Templates to the ORCHID Project's quality management and risk assessment needs.

- Development of Project Quality Check Lists

  - Determine how the Quality Standards will be monitored and measured.
  - For each SOW develop a checklist that combines the selected quality standards with the expected monitoring activities consistent with MethodM, to the extent it is used, but especially, consistent with SOW structure, content, and interrelationships

- Conduct a walk-through presentation with the ORCHID Project team, including:

  - Agreed upon QA related roles and responsibilities for Gartner, Cerner, and DHS
  - QA and oversight activities for Gartner, Cerner, and DHS which will provide confidence that the Project will satisfy the specified and relevant process and product quality standards
  - The proposed tools, methodologies, infrastructure, reporting mechanisms and schedule

- Once accepted, the Baseline QA Project Plan will be updated quarterly.

Deliverables

- Quality Standards
- Quality Checklists
- Quality reporting templates and repositories
- Baseline QA Project Plan

3.2 Initial Project Risk Assessment

Objectives

- Provide a Baseline assessment of the project in terms of identified risk areas needing to be addressed and recommend mitigation actions.
- Identify the unique issues and risks associated with the LA DHS EHR Project

Process

- The Baseline Assessment is an evaluation of the project plan documents and initial project activities, including activities of the ORCHID project team and DHS Executive Leadership.
- Gartner will leverage the Strategic Assessment conducted by Cerner to document areas of risk and issues as identified by DHS leadership.
- Gartner will assess the resources, skills and overall readiness of the DHS Enterprise Project Management Office (PMO) to support the ORCHID project team with the implementation activities.
- As necessary, Gartner will conduct interviews with key project stakeholders such as DHS facility CEOs, CMIOs, CIOs, ORCHID Executive Leadership, and lead Clinicians as well as Cerner project leadership to address specific issues and potential risks.
- This assessment is ideally conducted during the planning stage of each major phase, providing an opportunity to confirm that the project is effectively planned for successful execution.
- The baseline assessment involves a review of the project scope, schedule, budget, and available resources as well as various other project plan documents (e.g., risk plan, change plan, staffing plan, communications plan, etc.).
- Gartner will document the current baseline and any initial risks or issues in the following areas:
  - Project Plan and Resource Plan
  - Requirements Management Plan
  - Governance and Change Management Plan
  - Risk and Issues Management Procedures
  - Communication Plan
  - Software Development Methodology and Plans
  - Quality Management Plan
  - Project Quality Standards
- Develop initial baseline review of the risks associated with the EHR Vendor's Project Plan including the Project Schedule, Software Development Plan, Facility Plan, Configuration Management Plan, Data Conversion Strategy, Testing Strategy, Post Implementation Support Strategy (for on-going operations and maintenance), and Training Strategy.

- Document specific activities, initiatives and tasks that will help DHS in mitigating identified risks.
- Review and refine Baseline Project Assessment Risk and Issue Report
  - Draft a summary of the Initial Project Risk Assessment Finding and Recommendations Report including:
  - Risk Identification – Description, level of impact, probability of occurrence, and measurable threshold to trigger the risk
  - Risk Avoidance Plan – Recommend specific solutions to avoid the triggering of each risk
  - Risk Mitigation Plan – Recommend specific risk mitigation solutions for each risk that is identified. Solutions shall include cost/benefit analysis for each mitigation option along with specific recommendations
  - Provide Draft Report to the ORCHID Clinical Project Director and ORCHID IT Project Director for review and comment (the ORCHID Project Directors will likely, at their discretion, disseminate the reports for additional input and feedback)
  - Based on any additional information obtained during this review and feedback process, make modifications to the Project Risk Assessment Findings and Recommendations Report

LA DHS Responsibilities:

- Identify and provide a list of key stakeholders for interviews and review of deliverables as relevant
- Provide requested documentation and processes
- Provide comments and feedback on the Draft Project Baseline Assessment Findings and Recommendations Report

Deliverables:

- Project Baseline Assessment Findings and Recommendations Report
- Executive Summary presentation to ORCHID Oversight Committee, Project Management and Sponsors

3.3 Ongoing Quality Control and Quality Assurance Support Services

Objectives

- Monitor Project activities by all participants (the LA DHS EHR Project team, and Cerner) and their individual and collective results to determine if they are complying with the stated Project requirements.

Process

- On-going risk assessment activities which will include, as a minimum:
  - Reviewing implementation tasks and activities to assure that the confidentiality, integrity and availability of the LA DHS EHR Project system are not compromised
  - Monitoring project schedule and activities: Planning and execution of project activities, including planning documents, system design, software development, testing, conversion, training and cutover will be monitored for progress, adherence to DHS project principles, and achievement of DHS strategic objectives. Deviations from the project schedule, their rationale and impact on the overall schedule and staff resources will be documented.
  - Monitoring project risks: Gartner will ensure that potential project risks are proactively identified. Potential project risk areas include timing and project schedule, human resources, financial, technical, project organization, project management and communications, and project life cycle steps. At a minimum, Gartner will monitor the risks in the Cerner risk log. In addition, Gartner will identify and make recommendations for management and mitigation of broader project risks which may stand in the way of the achievement of expected outcomes. Gartner will document and monitor these risk areas as the project progresses and recommend risk mitigation strategies, as appropriate.
  - Facilitating the maintenance of issues lists: Gartner will facilitate the development and maintenance of a tool for tracking and monitoring project issues, assignments, target completion and resolutions. At a minimum, Gartner will monitor the issues raised by the Cerner project team. In addition, Gartner will identify any issues that we believe may impact project progress which are beyond the purview of the Cerner team or which we believe that the Cerner team should be addressing.
  - Review and assessment of relevant Project Deliverables, and project management processes, project governance, system development and implementation activities throughout the life of the project for completeness and accuracy, as well as to identify and assess any issues and risks
- Gartner will prepare written assessment reports addressing project status, progress against plan(s), issues, risks, deliverable quality, next steps and other related information. The reports will focus on project management, quality assurance and technical issues, with the primary purpose of raising significant issues to facilitate discussion and providing recommendations for resolution of the issues identified. These

Project risks and issues, deliverable assessments, and recommendations will be categorized as appropriate, and reviewed with the ORCHID Clinical Director and the ORCHID IT Director, and then with the ORCHID Oversight Committee (OOC).

- The review and assessment will follow the process and format documented in the approved Quality Management Plan, and Quality Standards and Quality Checklists, which will provide direction regarding the type of review expected (e.g. data analysis, schedule analysis, standards or process conformance analysis, etc.)
- Gartner will attend weekly Project status meetings and will prepare a Monthly Quality Status Report that documents the Project's overall quality status
- The effort outlined in this task will be delivered by a senior consultant on site for 1 – 2 days per week (and working remotely for an additional 1 – 2 days per week), plus the resources of a Director and Vice President for about 1 day a week (working on site or remotely as would be required by the specific activities and project needs).

LA DHS Responsibilities

- Provide requested documentation and processes.
- Provide facilities for conducting the meetings and help schedule the participants.
- Review and comment on documents provided (within the five day turnaround time specified in the project assumptions, but preferably faster)

Deliverables

- Monthly Quality Status Reports
- Assessment reports addressing project status, progress against plan(s), issues, next steps and other related information
- Escalation of issues not resolvable within the Project
- Participation in and feedback from weekly Project status meetings
- On-Going Risk Notification Reports
- Ad hoc advice and reports as required

3.4 Advisory, Capacity Building, Knowledge Transfer and Program Management Services

Objectives

- Ensure that LA DHS develops self-sufficiency for implementation and for ongoing system enhancement, maintenance and operations
- Provide EHR leadership with information, analysis, and advice on an as-needed basis

Process

- Mentor EHR project staff to develop internal capabilities, knowledge, and process disciplines, this will be achieved by:

- Presenting and applying Gartner best practices for each deliverable and process to be developed and executed
- Conducting workshops with DHS staff to introduce them to the process of planning project activities from a conceptual, strategic level down to planning and executing tactical tasks and activities
- Developing initial versions of project artifacts in partnership with DHS staff, helping DHS staff to develop the deliverables
- Providing written and verbal feedback and recommendations on staff developed deliverables
- Provide “shoulder-to-shoulder” coaching and training of DHS resources on specific County owned tasks related to the EHR (e.g. development of Project Charter, Communications Plan, Deliverable Management Framework)
- Providing written and verbal feedback on opportunities for improvement and professional development for DHS project staff
- Developing tools and processes, providing training to DHS staff so that the internal staff take ownership for ongoing utilization of the tools and processes, providing feedback and guidance on the use of the tools and compliance with processes
- Reviewing and providing feedback on DHS developed tools and processes to enhance their usefulness and adoption

- Sample capabilities, processes and knowledge to be developed would include, but not be limited to:
  - Structuring the ORCHID Project Management Office
  - Project management standards and principles
  - Orientation planning and staff on-boarding during project initiation
  - Ongoing training of existing and on boarding of new project staff
  - Development of briefing materials to ORCHID Oversight Committee
  - Deliverable tracking and management
  - Tracking of interdependent project tasks and deliverables
  - Communication planning and execution
  - Management of project logistics and schedule coordination
  - Organizational change management planning and execution
  - Creation and management of the ORCHID inter-dependency project plan
  - IT Service Management processes and principles
  - Vendor relationship management
  - Vendor deliverable review and feedback guidelines
  - Issue and risk assessment and resolution approaches
  - Transition from project to maintenance and operations (M&O)

- Change control governance and management processes

- At the request of the LA DHS CIO, CMIO, ORCHID Clinical Project Director, or ORCHID IT Project Director, Gartner will provide ad hoc support services as required for such tasks and activities as (but not limited to):
  - Prepare, attend, and participate in management or other Project meetings, and for consulting advice as requested by the ORCHID IT Director
  - Conduct independent analysis and provide recommendations on unforeseen problems and on opportunities for improvement
  - Research and recommendations on alternative courses of action, and additional quality control reviews or risk management activities
  - Conduct research and analysis to assist in evaluating project issues
  - Facilitate conference calls with other organizations and jurisdictions to assist in providing advice on key project issues
  - Advise LA DHS on matters of communication, change management and training related to the EHR implementation
  - Assist and advise the County on the resolution of problems and issues related to the EHR implementation
  - Appearances before various committees and/or individuals to discuss the overall strategic direction and progress of the Project.
  - Accompanying LA DHS staff to make presentations, help answer questions, and provide its assessment of confidence on whether the Project will satisfy the needs it was undertaken to address.
- In a proactive and ongoing manner assess and identify risks or risk factors which emerge or are increasing in probability or impact
- Conduct workshops as needed to enhance the knowledge and capacity of key DHS EHR project team members and to communicate industry and Gartner best practices as follows:
  - Project management processes and skills once most of the ORCHID Project management team has been identified
  - IT Service Management overview and principles prior to 1st go-live and repeated three and 6 months after go-live
  - General go-live review to recap lessons learned and issues uncovered, and to prepare for upcoming go-lives 1 month after first go-live and repeated after the second and third go-lives

Deliverables

- Project Management, IT Service Management, and go-live review and preparation Workshops
- Hands on support for key project leader preparation of key project artifacts
- Mentoring of key project leaders

- Written and verbal feedback on staff developed project deliverables
- Written and verbal feedback on improvement opportunities and professional development recommendations for staff based on mentoring and review of project deliverables
- Development of relevant tools and processes
- Enhanced DHS capacity to develop tools and processes and ensure disciplined adoption

All activities (and the related costs) under this task will be projected quarterly in advance and reviewed with the LA DHS CIO, ORCHID Clinical Project Director and ORCHID IT Project Director for their approval prior to initiation.

3.5 Periodic Quality Assurance

Objectives

- Provide a regular review and recommendations regarding project status and risk anticipation, prevention and mitigation
- Conduct ongoing major milestone reviews of key deliverables and outcomes

Process

- Gartner will conduct ongoing Project quality reviews quarterly and on the completion of key milestones of the various Statements of Work per the table below:

Key Milestones	Deliverables To Be Reviewed
Complete EHR Design	Initiation (SOW 2) • All Deliverables (Deliverables 1.1-13.1) Hosting (SOW 3) • Remote Hosting Services for Design Build Test and Train (Deliverable 5.2) Domain (SOWs 4-17) • Final Detailed Design Document (Deliverable 4.5) Data Conversion (SOW 18) • Data Conversion Specifications (Deliverable 3.2) Security (SOW 19) • System Security Plan (Deliverable 2.2) Interfaces (SOW 20) • Interface Test Plan (Deliverable 3.1)
Complete Build	Domain SOWs (SOWs 4-17) • Tested Complete System Build (Deliverable 7.3)
Complete Test	Data Conversion (SOW 18) • Data Conversion Pilot (Deliverable 4.1) Security (SOW 19) • Monitoring and Auditing Tools (Deliverable 3.2) Interfaces (SOW 20)

Key Milestones	Deliverables To Be Reviewed
	• Tested Interfaces (Deliverable 4.1) Testing (SOW 21) • Parallel Testing (Deliverable 10.2)
Productive Use of Cluster 1 (IP and OP)	Training (SOW 22) • All Deliverables Deployment (SOW 23) • Cut over test conducted and documented AND Performance Verification (Deliverables 1.1-10.2) M&O (SOW 24) • Requirements for Systems Tools and Interfaces for IT Service Management (Deliverables 2.5) • AMS Delivery Model for County (Deliverables 3.1) • Hosting Services Delivery Model (Deliverables 4.1)
Productive Use of Cluster 2 (OP)	Deployment (SOW 23) • Performance Verification (Deliverables 10.1)
Productive Use of Cluster 3 (IP and OP)	Deployment (SOW 23) • Performance Verification (Deliverables 10.1)

- Where they coincide quarterly reviews and reviews for multiple SOWs will be combined
- For each review, the activities include:
  - A review of deliverables and status, risk, and issue documents
  - Interviews with key project participants and stakeholders
  - Assessment as to whether the project is continuing to be executed according to the project plan
  - Evaluation of known and emerging risks or issues that might adversely affect the achievement of expected benefits and outcomes
  - Recommendation of strategies for mitigating or avoiding potential or actual risks.
- Gartner will conduct a planning conference call one to two weeks prior to each assessment to prepare for on-site logistics and focus and to ensure a fully productive week when we perform the review. During this conference call, we will:
  - Confirm the initiatives in scope for that review (based on such decision criteria as the value of the initiative, perceived risk status, etc.)
  - Review and clarify objectives, scope, and approach
  - Review key timeline dates and responsibilities

- ❑ Identify interview (data gathering) participants and relevant documentation to be reviewed
- ❑ Ask for all key team planning and general status and risk material
- ❑ Request key documents or deliverables that are expected to be completed or are in process based on our Quality Assurance Checklists
- ❑ Develop a specific agenda and schedule for each interview to ensure that the key team leaders and subject matter experts have allocated time in their schedules to actively participate during the review week.

- Conduct onsite review
  - ❑ The Gartner team will have reviewed all documentation provided by DHS prior to our on-site visit.
  - ❑ A series of 60-90 minute individual and small group interviews, will take place over a one-week period.
  - ❑ All interviews will be conducted on-site with a team of two to three consultants to cover the full scope of the program.
  - ❑ Follow up with project and team leads to address any questions or documentation requirements via e-mail or conference call.
  - ❑ Leverage the Gartner risk framework to cover all relevant risk elements
- Update baseline Risk Assessment and Develop Risk Assessment Draft Report
  - ❑ Document information from the prior activities into two key risk deliverables – the Risk Report, and the Risk Mitigation Recommendations
  - ❑ The Risk Report provides a summary for all risk areas (red/yellow/green) that are relevant and provides a discussion of key findings for red and yellow items to describe the root causes for the elevated risk levels.
  - ❑ Risks are prioritized based on their importance/impact on project success and their urgency
  - ❑ The Risk Mitigation Recommendations further prioritize action items, focusing on red and then yellow risk areas, by assigning recommended and due time frames along with specific action plan comments and dependencies. These action items then become part of the overall project plan
- Review and Finalize Updated Risk Assessment Report
  - ❑ Review and finalize the findings and recommendations with the ORCHID IT Project Director and relevant stakeholders and then with the ORCHID Oversight Committee (OOC)
  - ❑ Perform iterative reviews with ORCHID Project leadership and ORCHID Oversight Committee to review findings and recommendations
  - ❑ Revise findings and recommendations if any substantive new material is identified

LA DHS Responsibilities

- Provide guidance for the selection of high-priority reviews (with recommendations provided by Gartner) to be conducted during the Program Management period
- Provide requested documentation and processes
- Participate in review process

Deliverables

- Updated Risk Review Plan
- Updated Risk Assessment Interview Agenda and Schedule Review
- Initial Findings Report
- Updated Risk Assessment Report Draft
- Prioritized risk findings and initial recommendations
- Updated Risk mitigation recommendations
- Executive Summary Risk Assessment report
- Quarterly QA Status and Improvement Reports / Presentations which contain the following:
- Overall Risk Rank for the Project
- An Executive Summary to include:
  - A summary of Project progress and accomplishments since the last report
  - A summary of expenditures to date compared to budgeted Project dollars
  - Identification and resolution of all problems encountered
  - Plans, milestones and deliverables for the coming period
  - A three month rolling risk matrix by assessment area
  - Assessment of overall project risks
  - Evaluation of the overall Project status, Project budget and schedule variance, schedule and stage of completion, indicating the causal factors, mitigation efforts and recommendations
  - Brief Project effectiveness statements on all high level categories from the approved Quality Standards, including:
    - Categories where no risks was identified
    - Categories that contain significant risk identified and recommendations for mitigation or management
    - Risks resolved since last period including the previous risk rank, and brief status or the actions taken on risks and any results

4.0 Deliverable Summary Table

The table below provides a summary listing of all deliverables.

Project Phase and Deliverable	**Timing and Frequency**
Project Initiation	
■ Detailed Work Plan	Once at project initiation
■ Kick-Off Presentation	Once at project initiation
Quality Management Planning	
■ Quality Standards	Once subsequent to project initiation
■ Quality Checklists	Once subsequent to project initiation
■ Quality reporting templates and repositories	Once subsequent to project initiation
■ Baseline QA Project Plan	Once subsequent to project initiation
Initial Project Risk Assessment	
■ Project Baseline Assessment Findings and Recommendations Report	Once subsequent to project initiation
■ Executive Summary presentation to Steering Committee, Project Management and Sponsors	Once subsequent to project initiation
Ongoing Quality Control and Quality Assurance Support Services	
■ Monthly Quality Status Reports	Monthly subsequent to Cerner status reporting
■ Assessment reports addressing project status, progress against plan(s), issues, next steps and other related information	Monthly subsequent to Cerner status reporting
■ Escalation of issues not resolvable within the Project	Ad hoc as issues arise
■ Participation in and feedback from weekly Project status meetings	Weekly as needed
■ On-Going Risk Notification Reports	Ad hoc as risks arise
■ Ad hoc advice and reports as required	Ad hoc as required
Advisory, Capacity Building, Knowledge Transfer and Program Management Services	
■ Project Management, IT Service Management, and go-live review and preparation Workshops	Prior to initial go-live, 3 and six months after initial go-live, and subsequent to 2nd and 3rd go-lives

■ Hands on support for key project leader preparation of key project artifacts	On going as required
■ Mentoring of key project leaders	On going as required
■ Development of relevant tools and processes	On going as required
■ Enhanced DHS capacity to develop tools and processes and ensure disciplined adoption	On going as required
■ Written and verbal feedback on staff developed project deliverables	On going as required
■ Written and verbal feedback on staff improvement opportunities and professional development activities	On going as required
■ Advice and information as requested	As required
■ Attendance at meetings as required	As required
■ Presentation and analytical information as required	As required
■ Gartner will develop and submit a written On-Going Risk Notification and Advice Report to document any issues and risks addressed and any verbal notification and advice provided.	As required
Periodic Quality Assurance	
■ Updated Risk Review Plan	Quarterly prior to LA DHS – Cerner Executive and Project Quarterly Reviews
■ Updated Risk Assessment Interview Agenda and Schedule Review	Subsequent to project initiation
■ Initial Findings Report	Subsequent to project initiation
■ Updated Risk Assessment Report Draft	Quarterly prior to LA DHS – Cerner Executive and Project Quarterly Reviews
■ Prioritized risk findings and initial recommendations	Quarterly prior to LA DHS – Cerner Executive and Project Quarterly Reviews
■ Updated Risk mitigation recommendations	Quarterly prior to LA DHS – Cerner Executive and Project Quarterly Reviews
■ Executive Summary Risk Assessment report	Quarterly prior to LA DHS – Cerner Executive and Project Quarterly Reviews
■ Quarterly QA Status and Improvement Reports /	Quarterly prior to LA DHS –

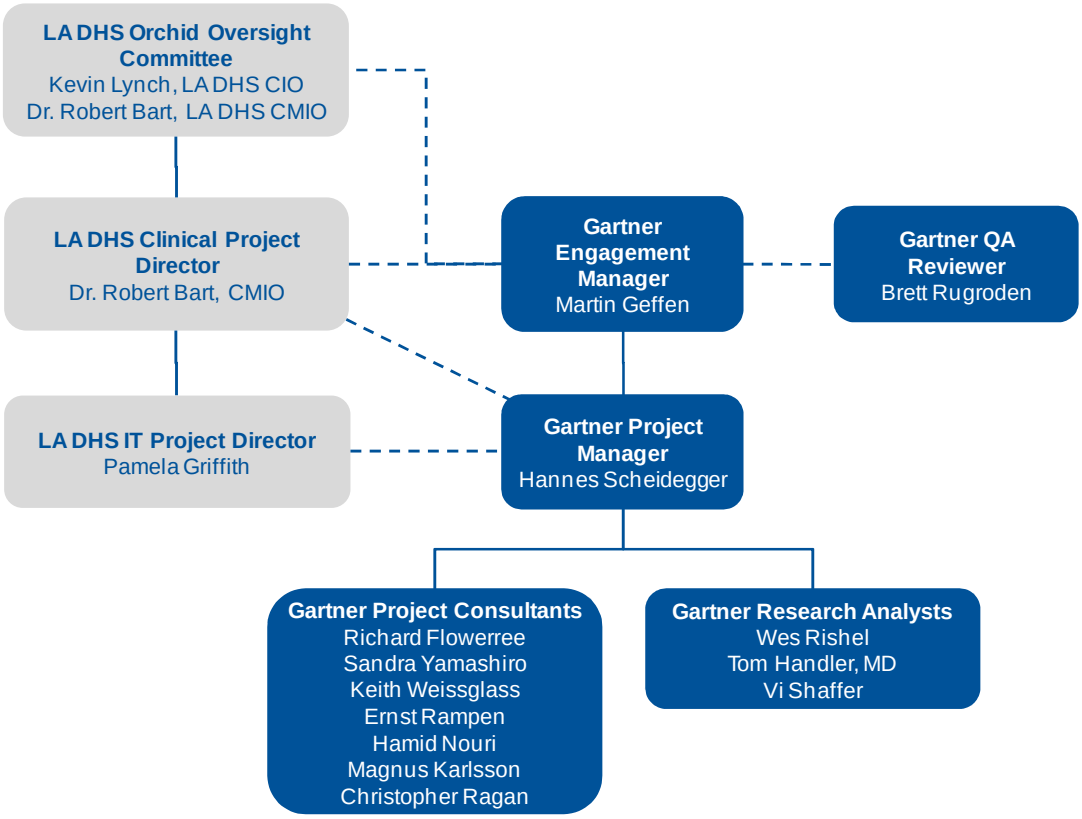
Presentations which contain the following:	Cerner Executive and Project Quarterly Reviews
■ Overall Risk Rank for the Project	Quarterly prior to LA DHS – Cerner Executive and Project Quarterly Reviews
■ Executive Summary	Quarterly prior to LA DHS – Cerner Executive and Project Quarterly Reviews

5.0 Gartner Project Team

Project Team Organization

Gartner has created an organization structure for this engagement that ensures high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep subject matter expertise. The key roles and proposed individuals for the Gartner team are shown in Figure 1.

Figure 1. LA DHS EHR Oversight and QA Team



Martin Geffen will serve as the overall Engagement Manager overseeing all projects assigned to Gartner. As the Engagement Manager, Mr. Geffen is responsible for the overall success of all

the engagement activities. Mr. Geffen brings more than 30 years of enterprise IT systems implementation experience and quality assurance support services experience to Gartner's engagement team.

Roles and Responsibilities

Gartner has created a core project team who will focus on delivering effective Quality Assurance services to support the successful completion of the EHR Project. Gartner is proposing a team with broad both functional and industry experience – they have successfully completed Quality Assurance projects and consulting with a variety of state Department of Health Services. The breath of experiences will deliver DHS with unique insights into potential project risks, resulting in more effective Quality Assurance services.

In addition, we may utilize subject matter experts from Gartner's Consulting or Research organization who will be targeted at specific technical areas necessary for the EHR Project. All of our consultants are senior professionals with extensive background in IT and all aspects of project management and implementations.

The following is a summary of the proposed project team and the title, role and responsibilities

Table 1. Project Team Roles and Responsibilities

Gartner Associate	Role	Responsibilities
Martin Geffen	Engagement Manager	■ Ensure that Gartner activities support DHS goals ■ Build and maintain a long-standing relationship with DHS ■ Provide high-level oversight to the project and become more heavily involved should any issue resolution be necessary
Hannes Scheidegger	Project Manager	■ Be responsible for the day-to-day management of project initiatives ■ Ensure that project deliverables are completed on time and meet the Gartner quality standards ■ Act as the primary point of contact for the Gartner team ■ Work closely with DHS to ensure that Gartner is meeting its needs
Sandra Yamashiro Keith Weissglass Christopher Ragan	Core Project Consultant	■ Provide day-to-day consulting support for project tasks ■ Be supported by additional project consultants as needed
Richard Flowerree Hamid Nouri Magnus Karlsson	Subject Matter Expert	■ Support the core project team by providing subject matter expertise as needed throughout the engagement ■ Participate in deliverable creation, deliverable review and client presentations as needed
Wes Rishel Tom Handler, MD Vi Shaffer	Research Analyst	■ Support the core project team by providing a context-sensitive perspective to issues specific to DHS based on Gartner industry-leading research ■ Participate in analysis and comparisons, and review

Gartner Associate	Role	Responsibilities
		deliverables as needed
Brett Rugroden	Quality Assurance Specialist	■ Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement ■ Ensure value through use of the Gartner Project Management Life Cycle detailed in this document

Gartner is committed to the ongoing success of LA DHS and of the ORCHID project. The core resource pool projected for the duration of the project is described in the chart and table above. However, should there be a need to make changes, LA DHS will have the right to review and approve any resource changes that Gartner needs.

Gartner is pleased to confirm ongoing participation of the key project resources that have been involved to date. Both Martin Geffen and Hannes Scheidegger will continue with an ongoing role in the project. Sandra Yamashiro and Keith Weissglass will expand the level of support that they have already been providing with respect to project management and quality assurance. To ensure that LA DHS continues to receive the highest level of service and outcomes that you have come to expect from Gartner, we can assure LA DHS that Martin Geffen will dedicate at least 20% of his time and Hannes Scheidegger will dedicate at least 25% of his time to address LA DHS needs.

6.0 Assumptions

The deliverables and schedule in this Statement of Work are based on the following assumptions:

- Gartner will assign senior level staff to this project who have depth in Healthcare and Health and Human Services
- Gartner's work will be done both on-site and off-site
- Gartner will use focused interview processes and conduct interviews individual or in groups and in-person or by audio/Web conference
- LA DHS will provide office space for a maximum of four consultants when project staff are on-site including access to Internet and to a printer and copying capabilities
- LA DHS will
  - Assign a point of contact that will coordinate Gartner's work efforts and assume responsibilities for supporting key project logistics including:
    - Access to required documentation
    - Identification of stakeholder participants for interviews
    - Space for on-site interviews, workshops, working sessions and stakeholder briefings
    - Identification of participants for identified workshops and stakeholder briefings

  - Scheduling and invitations for identified workshops, working sessions and stakeholder briefings
  - Room reservations for the identified workshop, working sessions and stakeholder briefings including projector and flip charts
- Establish a core team to oversee the work stream efforts defined in this proposal
- Designate staff to review and approve project deliverables within agreed upon times lines defined in the approved Project Work Plan and Work Breakdown Structure

- LA DHS will provide feedback on all draft deliverables within five days of their delivery by the Gartner project team. The acceptance of deliverables is subject to the terms of the Agreement Section 9.5.
- LA DHS and Gartner will both respectively designate a single point of contact who will deliver draft and final deliverables (from Gartner), and provide feedback on drafts, and accept final deliverables (for LA DHS)
- Any requests for additional information (beyond the details described in the tasks above) that are made by LA DHS will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this Proposal).
- All deliverables will be developed using Microsoft products (for example, Project, Excel, Word and PowerPoint).

Exhibit B

Pricing Schedule

Pricing Schedule

Project Initiation and Baseline One Time Fees	Fixed Fee(s)
Project Initiation - SOW Section 3.0 (fixed price, billed on deliverable completion)	$30,500
Quality Management Planning - SOW Section 3.1 (fixed price, billed on deliverable completion)	$48,500
Initial Project Risk Assessment - SOW Section 3.2 (fixed price, billed on deliverable completion)	$40,500
Total One Time Fees	**$119,500 (a)**

Quality Assurance, Oversight, Support, Capacity Building	Fee(s)
Year 1 Activities	
Ongoing Quality Control and Quality Assurance Support Services - SOW Section 3.3 (fixed price, billed monthly)	$31,700 / month
Advisory, Capacity Building, Knowledge Transfer and Program Management Services - SOW Section 3.4 (time and materials not to exceed, billed monthly as applicable)	$370,800 / year
Periodic Quality Assurance Reviews - SOW Section 3.5 (fixed price, billed quarterly)	$59,000 / quarter
Total Year 1	**$987,200**
Year 2 Activities	
Ongoing Quality Control, Advisory, and Capacity Building Services- SOW Section 3.3 (fixed price, billed monthly)	$31,700 / month
Ongoing Advisory, Capacity Building, Knowledge Transfer and Program Management Services- SOW Section 3.4 (time and materials not to exceed, billed monthly as applicable)	$370,800 / year
Periodic Quality Assurance Reviews - SOW Section 3.5 (fixed price, billed quarterly)	$59,000 / quarter
Total Year 2	**$ 987,200**
Year 3 Activities	
Ongoing Quality Control, Advisory, and Capacity Building Services - SOW Section 3.3 (fixed price, billed monthly)	$32,651 / month
Ongoing Advisory, Capacity Building, Knowledge Transfer and Program Management Services- SOW Section 3.4 (time and materials not to exceed, billed monthly as applicable)	$348,552 / year
Periodic Quality Assurance Reviews- SOW Section 3.5 (fixed price, billed quarterly)	$60,770/ quarter
Total Year 3	**$983,444**
Subtotal for Three Years of Quality Assurance, Oversight, Support, Capacity Building Services	**$2,957,844 (b)**
Agreement Sum for Period from Board Approval to May 31, 2016 (Sum of a + b above)	**$3,077,344**

Pricing Schedule

Pricing During Optional Annual Extension Periods	Fees
Year 4 Activities	
Ongoing Quality Control, Advisory, and Capacity Building Services - SOW Section 3.3 (fixed price, billed monthly)	$33,630 / month
Ongoing Advisory, Capacity Building, Knowledge Transfer and Program Management Services- SOW Section 3.4 (time and materials not to exceed, billed monthly as applicable)	$183,330 / year
Periodic Quality Assurance Reviews - SOW Section 3.5 (fixed price, billed quarterly)	$62,593 / quarter
Total Optional Year 4	**$837,262**
Year 5 Activities	
Ongoing Quality Control, Advisory, and Capacity Building Services - SOW Section 3.3 (fixed price, billed monthly)	$27,711 / month
Ongoing Advisory, Capacity Building, Knowledge Transfer and Program Management Services- SOW Section 3.4 (time and materials not to exceed, billed monthly as applicable)	$155,621 / year
Periodic Quality Assurance Reviews- SOW Section 3.5 (fixed price, billed quarterly)	$64,471 / quarter
Total Optional Year 5	**$746,037**
Total for two Years of Quality Assurance, Oversight, Support, Capacity Building Services	**$1,583,299**
Total Agreement Sum for Period from Board Approval to May 31, 2018	**$4,660,643**

Gartner Agreement Exhibit B 4-25-13

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile:_____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile:_____

E-Mail Address: _____

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:_____

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT G1

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Agreement No._____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G2

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Agreement No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

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

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

EXHIBIT I

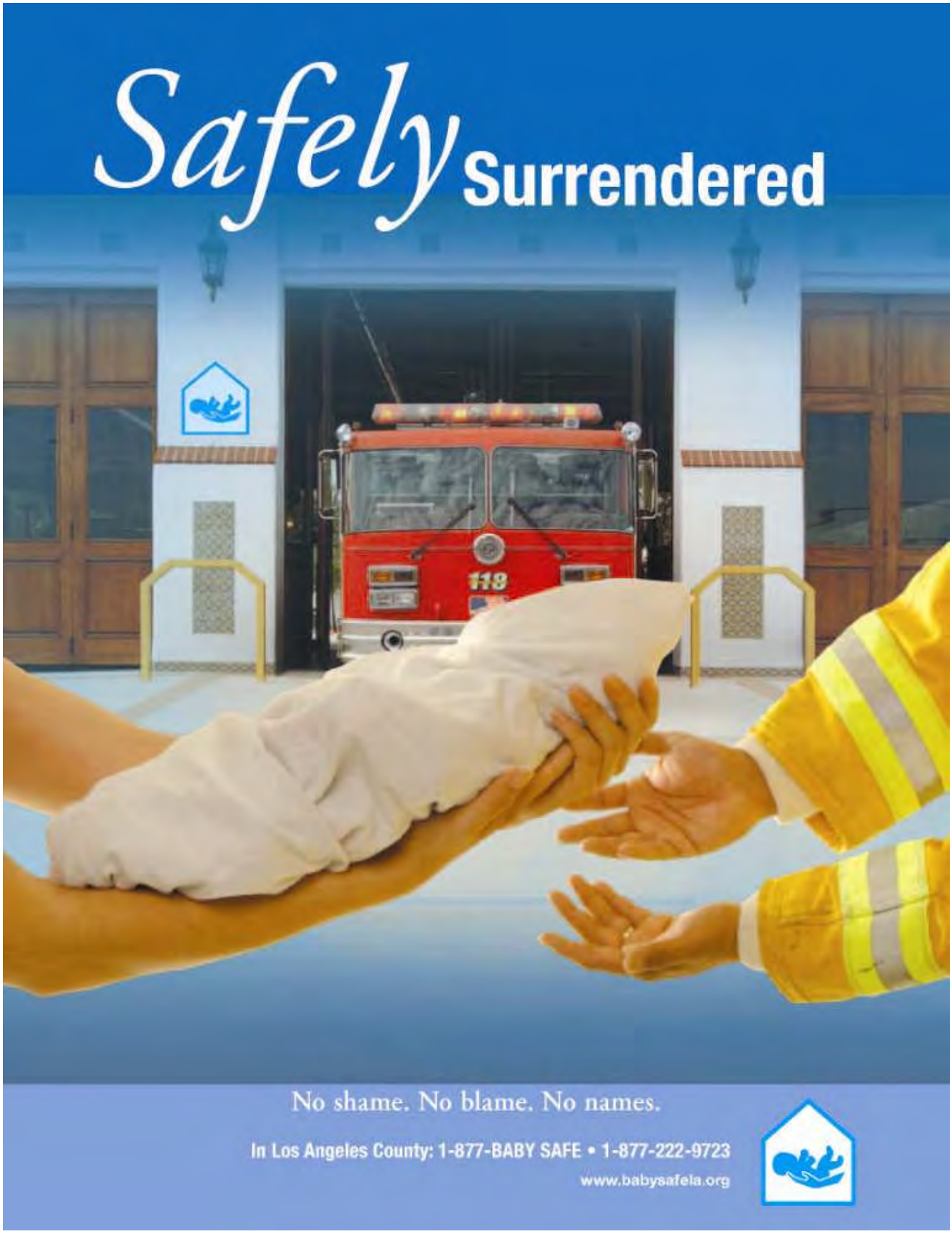

Safely Surrendered
119
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT I

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

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

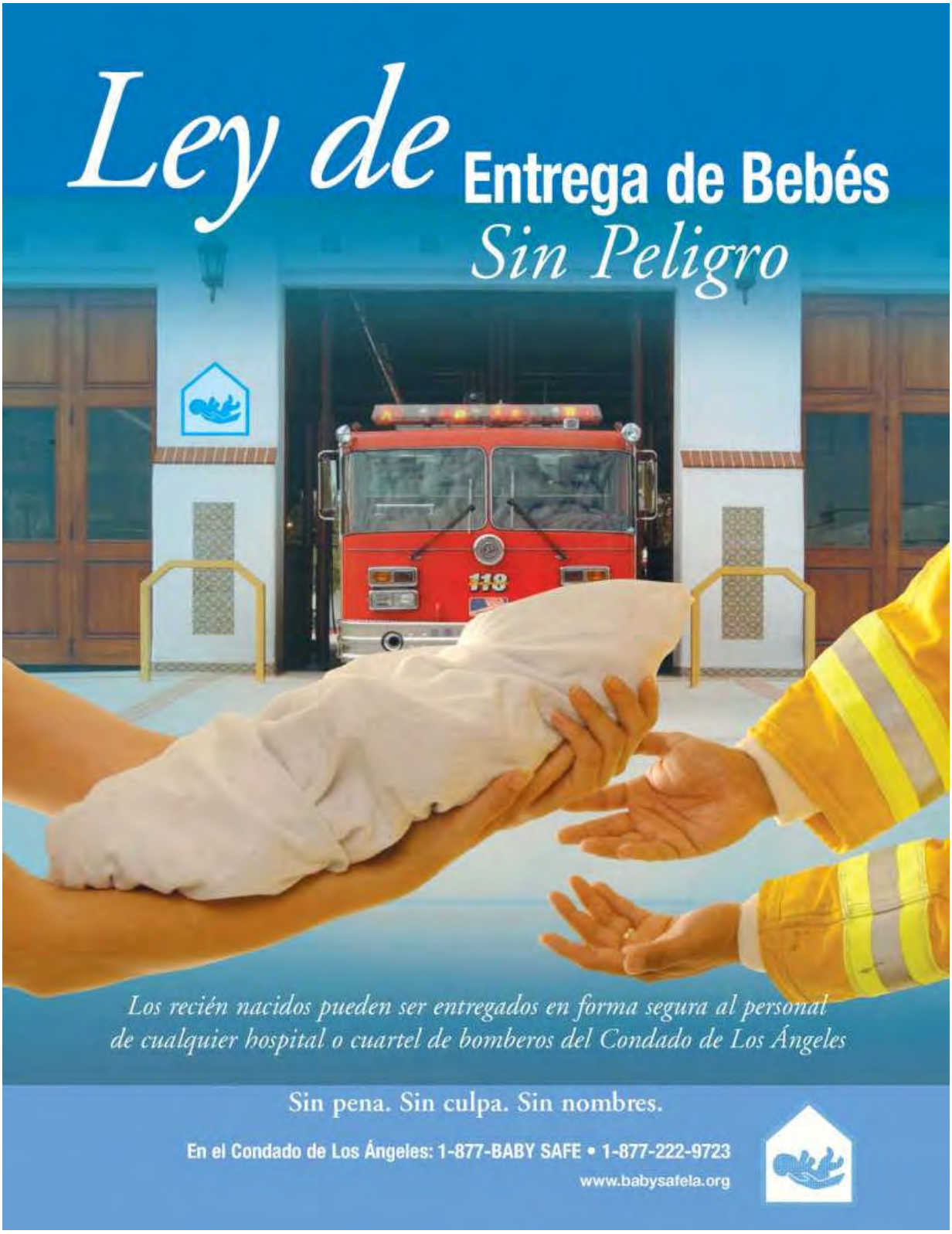
Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT I


Ley de Entrega de Bebés
Sin Peligro
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Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT I

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Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.