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LOS ANGELES COUNTY

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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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June 04, 2014

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 June 4, 2014
SACHI A. HAMAI
EXECUTIVE OFFICER

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 AMENDMENT NO. 5 TO AGREEMENT NO. H-212780 WITH LANCET TECHNOLOGY, INC.
(ALL DISTRICTS)
(3 VOTES)

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

SUBJECT

Approval of Amendment No. 5 to extend the term of the Trauma and Emergency Medicine Information System Agreement with Lancet Technology, Inc. for the Department of Health Services, Emergency Medical Services Agency.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 5 (Amendment) to Agreement H-212780 (Agreement) with Lancet Technology, Inc. (Lancet), effective upon its execution, which will extend the term of the Trauma and Emergency Medicine Information System (TEMIS) Agreement by two years, with County's option to extend up to three additional years, one year at a time, through June 30, 2019 and increase the maximum contract sum for the entire term by $4,643,840 from $9,595,518 to $14,239,358, with the increased costs 100 percent funded by trauma center and base hospital fees.

2. Delegate authority to the Director, or his designee, to amend this Agreement to add, delete, and/or change certain terms and conditions as required under Federal or State law or regulation, County policy, County's Board of Supervisors and Chief Executive Officer.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Director, or his designee, to execute an Amendment, substantially similar to Exhibit I, with Lancet to extend the term of the Agreement by two years through June 30, 2016 with County's option for up to three additional years through June 30, 2019 and to increase the maximum County obligation for the entire term of the Agreement, as a result of such extension. The term of the current Agreement expires on June 30, 2014, with a continued need for services.

The recommended extension will enable Lancet to continue to maintain TEMIS with all existing functionality as defined in the current Agreement. TEMIS is an integrated Countywide Trauma and Emergency Data Management System used by the Department of Health Services (DHS) Emergency Medical Services (EMS) Agency, 14 Trauma Hospitals, 21 Base Hospitals, and EMS Provider Agencies. The EMS content and format of the existing TEMIS has been designed and customized for all of the agencies to continually access TEMIS records to generate reports necessary for timely data capture, analysis, and sharing of health intelligence data. The current TEMIS contains more than 12 million records with more than 850,000 new records added annually.

Under the current Agreement, Lancet consolidated three separate database (Fire-Rescue, Base, and Trauma) into one central database that now contains a single record for each patient and developed a TEMIS File Transfer Protocol (FTP) for the secure transfer of confidential patient care records. The current TEMIS has evolved into a complex and customized system that allows for timely data capture, analysis, sharing of health intelligence data, enhanced bio surveillance, and expedited decision making for casualty management activities.

Lancet has established a history of responding consistently and quickly to the changing needs and demands of the system participants. Lancet personnel have a comprehensive understanding of the Los Angeles County EMS system and have established and maintained an excellent working relationship with the existing TEMIS participants.

Approval of the second recommendation will allow the Director to add, delete, and/or change non-substantive terms and conditions in the Agreement.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The total maximum obligation under this Agreement, including the maximum extension period of July 1, 2014 through June 30, 2019, is $14,239,358, which will be fully offset by trauma, center and base hospital fees.

Funding is included in DHS' Fiscal Year (FY) 2014-15 Recommended Budget and will be requested in future years, as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board approved the Sole Source Agreement with Lancet to continue maintenance of TEMIS for the EMS Agency on June 19, 2001. Subsequent Amendments were approved to upgrade system hardware and to extend the Agreement term through June 30, 2014. During the extension period, DHS plans to conduct a competitive solicitation for continuation of these services.

The Agreement, as amended by this recommended Amendment, includes all updated Board required provisions. The Agreement may be terminated for convenience by the County upon a 30-day prior written notice.

In addition, Lancet will certify all patches to Microsoft and other third-party software operating with TEMIS and will provide this information to the County within a mutually agreed upon timeframe between the parties.

County Counsel has approved Exhibit I as to form and the County's Chief Information Officer recommends approval of this Amendment (Attachment A).

TEMIS services is not a Proposition A Agreement, as the services are highly specialized and cannot currently be provided by County staff and therefore, not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

CONTRACTING PROCESS

The current Agreement with Lancet needs to be amended to allow for sufficient time for DHS to conduct a solicitation for a replacement system for EMS and the other participating agencies.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure EMS continues to provide uninterrupted critical patient-care needs using TEMIS for the sharing of health intelligence data.

Respectfully submitted,

Mitchell H. Katz, M.D.
Director

RICHARD SANCHEZ
Chief Information Officer

sa

Enclosures

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

RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO

CIO Analysis

NUMBER:	DATE:
CA14-10	5/8/2014

SUBJECT:

APPROVAL OF AMENDMENT NO. 5 TO AGREEMENT NO. H-212780 WITH LANCET TECHNOLOGY, INC.

RECOMMENDATION:

☒ Approve ☐ Approve with Modification ☐ Disapprove

CONTRACT TYPE:

☐ New Contract ☐ Sole Source
☒ Amendment to Agreement No.: H-212780 ☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☒ Software ☐ Hardware
☐ Telecommunications ☒ Professional Services

SUMMARY:

Department Executive Sponsor: **Mitchell H. Katz, M.D., Director of Health Services**

The Department of Health Services (DHS) is requesting delegated authority from the Board to execute:

1. Amendment No. 5 (Amendment) to Agreement No. H-212780 with Lancet Technology, Inc. (Lancet), to extend the term of the Trauma and Emergency Medicine Information System (TEMIS) for two years, with optional three 1-year extension terms to June 30, 2019.
2. Increase the Agreement Sum by $4,643,840 from $9,595,518 to $14,239,358 for the entire term of the Agreement primarily to pay for software license and support.
3. Add, delete, and/or change certain terms and conditions as required by business reasons and/or Federal and State legislature, or County policy changes.

Contract Amount: **$14,239,358** Funding Source: **DHS Recommended Budget**
Fiscal Year (FY) 2014-15

☐ Legislative or Regulatory Mandate ☐ Subvened/Grant Funded:

Strategic and Business Analysis	PROJECT GOALS AND OBJECTIVES:
	The project goal is to extend the current Agreement by five years, for DHS to prepare a solicitation to replace the current client server-based application with a web-based application. TEMIS is a centralized database (Fire-Rescue, 21 Base Hospitals, and Trauma) managed by the Department of Health Services (DHS) Emergency Medical Services (EMS) Agency. TEMIS currently contains more than 12 million records with over 850,000 new records added annually.

BUSINESS DRIVERS:

The key business drivers for the project are:

1. **Provide access to data and generate reports:** Necessary for timely data capture, analysis, and health intelligence data sharing.
2. **Compliance**: Meet Federal "National Trauma Data Bank" (NTDB) and State (California EMS Information System) data collection requirements. Trauma hospitals submit information to NTDB using this system in order to maintain trauma center verification.
3. **Consistency**: A single system records patient information throughout the entire continuum of care.
4. **Improve patient care:** By saving lives in a timely fashion.

PROJECT ORGANIZATION:

Cathy Chidester is the DHS IT Project Executive Sponsor. Richard Tadeo is the DHS Business Project Director. Jose Betance, Interim CIO, EMS is the technical lead.

PERFORMANCE METRICS:

Lancet has met the data collection and reporting needs of the EMS Agency. Despite the increase in the number of records and data variables collected, TEMIS continues to function efficiently. For example, in 2013 there were 27,000 base hospital records collected compared to 23,000 in 2010. Additionally, the number of data elements collected in Fire Rescue increased from 12 data variables to 60. There has been no degradation in system performance.

STRATEGIC AND BUSINESS ALIGNMENT:

The project supports Goal 1, Operational Effectiveness of the County's Strategic Plan.

PROJECT APPROACH:

The project already been implemented and operating since 1991. During the extension period, DHS plans to conduct a competitive solicitation for a replacement solution for TEMIS.

ALTERNATIVES ANALYZED:

This is an Amendment of the current Agreement to allow sufficient time for DHS to conduct a solicitation for a replacement system. TEMIS is a proprietary software product, developed and owned by Lancet, so no other vendor could be engaged to upgrade and support the system.

Technical Analysis	ANALYSIS OF PROPOSED IT SOLUTION: Background: TEMIS is an integrated, Countywide trauma and emergency clinical data management system used by DHS EMS along with 14 Trauma Hospitals, 21 Base Hospitals (e.g. LAC+USC, HARBOR-UCLA, Cedars Sinai, UCLA, Long Beach Memorial, Providence Holy Cross, etc.), and 37 EMS Provider Agencies, all of who rely on TEMIS to provide access to data and to generate reports necessary for timely data capture, analysis, and health intelligence data sharing. Data is captured in three ways; manually entered by EMS; data from mobile devices; and a Lancet front end. Data is transported from client locations to a Secured Lancet File Transfer Protocol (FTP) site from where they are mapped, transformed, and updated into the TEMIS database. Functionality of the system: TEMIS provides a single system of record patient information throughout the entire continuum of emergency care. Every 9-1-1 generated call, is collected in Lancet that starts with the EMS provider, Base Hospital contact, and care delivered by a Trauma Hospital. Patient records from TEMIS field sites are matched-based on a unique identifier using an automated nightly process. Application Architecture: TEMIS is hosted and managed by Lancet in a Tier 2 data center located in Santa Fe Springs. It is a client server based system using Visual FoxPro and C++ with a Microsoft SQL Server database. Under the terms of the current Agreement, Lancet currently provides three on-site personnel to manage TEMIS.
Financial Analysis	BUDGET: **Agreement costs** FY 2014-15 Software license ..... $ 378,148 Services (support) ..... $ 496,540 Sub-total: ..... $ 874,688 FY 2015-16 Software license ..... $ 389,492 Services (support) ..... $ 511,437 Sub-total: ..... $ 900,929 FY 2016-17 Software license ..... $ 401,177 Services (support) ..... $ 526,780 Sub-total: ..... $ 927,957

	FY 2017-18 Software license ..... $ 413,213 Services (support) ..... $ 542,583 Sub-total: ..... $ 955,796 FY 2018-19 Software license ..... $ 425,609 Services (support) ..... $ 588,861 Sub-total: ..... $ 984,470 **Sub-total Agreement Amendment: ..... $ 4,643,840** Current Agreement amount: ..... $ 9,595,518 Total Agreement sum: $14,239,358
Risk Analysis	RISK MITIGATION: 1. No major risk foreseen as this is an extension of an existing Agreement. However, it is recommended that DHS investigate into the new Lancet web-based product. A web-based product upgrade will improve the inefficient data capture process into TEMIS. DHS will be preparing a solicitation for a replacement system. 2. The current hosted solution does not have Disaster Recovery (DR) capability. While some of the risks are mitigated by the client server distributed architecture, CIO recommends the solicitation to replace the current system, including a secondary DR data center. 3. Even though Lancet does not have any Microsoft Windows XP Operating system (which sunseted on April 8, 2014), Lancet has agreed to take appropriate action with third-party software vendors and ensure that the necessary support is in place, as well as certify that the latest patches to the operating systems are implemented.
CIO Approval	PREPARED BY: R Sanchez for — 5-20-14 Sanmay Mukhopadhyay, Sr. Associate CIO — Date APPROVED: R Sanchez — 5-20-14 Richard Sanchez, County Chief Information Officer — Date

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at http://ciointranet.lacounty.gov/

Exhibit I

AMENDMENT NUMBER FIVE TO

COUNTY AGREEMENT NUMBER H-212780

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LANCET TECHNOLOGY, INC.

FOR

TRAUMA AND EMERGENCY MEDICINE INFORMATION SYSTEM (TEMIS)

APPLICATION SOFTWARE AND SUPPORT SERVICES

JUNE 2014

AMENDMENT NUMBER FIVE
TO
AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND
LANCET TECHNOLOGY, INC.
FOR
TRAUMA AND EMERGENCY MEDICINE INFORMATION SYSTEM (TEMIS)
APPLICATION SOFTWARE AND SUPPORT SERVICES

This Amendment Number Five is entered this ____ day of _____, 2014 by and between the County of Los Angeles, a body corporate and politic (hereinafter "County"), and Lancet Technology, Inc., a Massachusetts corporation (hereinafter "Contractor"), and amends that certain Agreement Number H-212780 for a Trauma and Emergency Medicine Information System, dated as of June 19, 2001, including Amendment Number Two, dated April 20, 2005, Amendment H-212780-BA, dated February 17, 2010, and Amendment Number Four, dated November 3, 2010 (hereinafter, as amended, including without limitation, by this Amendment Number Five, "Agreement"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Agreement.

WHEREAS, it is the intent of the parties (i) to extend the Agreement for two (2) years with three (3) automatic one-year renewal periods to continue to provide the County with the technology required to ensure timely data capture, analysis and sharing of health intelligence data, enhanced bio-surveillance and expedited decision-making for casualty management activities and (ii) to provide for the other changes set forth herein, thereby increasing the total not-to-exceed Contract Sum under the Agreement by $4,643,840 to $14,239,358; and

WHEREAS, the parties acknowledge that effective February 17, 2010, an Amendment was executed that attached a document entitled "Contractor's Obligations as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (Business Associate Agreement)"; and

WHEREAS, on January 25, 2013, the U.S. Department of Health and Human Services published in the Federal Register its omnibus final rule modifying the privacy, security, enforcement and breach notification regulations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and made this rule effective March 26, 2013; and

WHEREAS, these revised regulations require County to modify the Agreement's Business Associate Agreement provisions; and

WHEREAS, Agreement's Business Associate Agreement provisions provide that County and Contractor will take action as is necessary to amend the Business Associate Agreement in order for the County to comply with its regulatory obligations; and

WHEREAS, County and Contractor intend to amend Agreement to incorporate in Agreement the revised Business Associate Agreement provisions, attached hereto, which shall supersede and replace any prior Business Associate Agreement provisions; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services; and

NOW, THEREFORE, in consideration of the foregoing and pursuant to Paragraph 6 (Change Notices and Amendments) of the body of the Agreement, County and Contractor hereby agree to amend the Agreement as follows:

1. Paragraph 5 (Term) of the body of the Agreement is deleted in its entirety and replaced with revised Paragraph 5 amended to read as follows:

5. <u>TERM</u>:

5.1 The term of this Agreement shall commence on the Effective Date and shall continue in full force until and through June 30, 2011, unless sooner terminated, in whole or in part, as provided in the Agreement (hereinafter "Initial Term"). Before the expiration of the Initial Term, may extend the term of the Agreement (i) for up to five (5) additional consecutive one-year periods until and through June 30, 2016 (hereinafter "Optional Term") and (ii) and further for up to three (3) additional consecutive one-year periods until and through June 30, 2019 (hereinafter "Additional Term"), all one (1) year at a time; provided that if County elects not to exercise any of its options to extend the term, the remaining term extension option(s) shall automatically lapse. County shall be deemed to have exercised each of its extension options automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the then current term County notifies Contractor in writing that it elects not to exercise its subsequent extension option under the Agreement pursuant to this Paragraph 5.

5.2 As used throughout this Agreement, the word "term" when referring to the term of the Agreement shall include the Initial Term, any Optional Term and any Additional Term, to the extent County exercises its term extension options pursuant to this Paragraph 5.

5.3 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 County will exercise a term extension option.

5.4 Contractor shall notify County when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County at the address herein

provided in Paragraph 69 (Notices). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Agreement.

2. Subparagraph 7.1 (General) of the body of the Agreement is deleted in its entirety and replaced with revised Subparagraph 7.1 amended to read as follows:

7.1 GENERAL:

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services, and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. The Contract Sum, including all applicable taxes, authorized by County hereunder for the maximum term of the Agreement shall not exceed Fourteen Million Two Hundred Thirty Nine Thousand Three Hundred Fifty Eight Dollars ($14,239,358).

Notwithstanding any provision of this Subparagraph 7.1, Contractor shall fully perform and complete all work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement.

The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

3. Paragraph 8 (Invoices and Payments) of the body of the Agreement is modified by adding Subparagraphs 8.5 (Contract Sum Notification) and 8.6 (No Payment for Services Provided Following Expiration/Termination of Agreement) as follows:

8.5 CONTRACT SUM NOTIFICATION:

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total maximum Contract Sum authorized under this Agreement. Upon occurrence of this event, Contractor shall send written notification to County at the address herein provided in Paragraph 69 (Notices).

8.6 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT:

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 Contractor. This provision shall survive the expiration or other termination of this Agreement.

4. Paragraph 11 (Prohibition Against Delegation and Assignment) of the body of the Agreement is deleted in its entirety and replaced with revised Paragraph 11 amended to read as follows:

11. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT:

11.1 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 Paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by 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 Contractor may have against the County.

11.2 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.

11.3 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.

5. Paragraph 67 (Contractor's Exclusion from Participation in a Federally Funded Program) of the body of the Agreement is deleted in its entirety and replaced with revised Paragraph 67 amended to read as follows:

67. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

67.1 Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent

contractors 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, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties 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.

67.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

67.3 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.

6. Paragraph 82 (Budget Reductions) is added to the body of the Agreement to read as follows:

82. <u>BUDGET REDUCTIONS</u>:

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.

7. Paragraph 83 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)) is added to the body of the Agreement to read as follows:

83. <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)</u>:

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, directors or other principals, employees, or independent contractors 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 owners, officers, partners, directors, other principals, employees, or independent contractors 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 the aforementioned parties 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. Paragraph 84 (Time Off for Voting) is added to the body of the Agreement to read as follows:

84. <u>TIME OFF FOR VOTING</u>:

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9. Paragraph G is added to Section I (Scope of TEMIS Application Software Support Services) of Attachment D (Schedule of TEMIS Application Software Support Services) to Exhibit A (Statement of Work) to read as follows:

G. Contractor shall provide Software Upgrades, including but not limited to: updates, firmware upgrades, bug fixes, patches, minor enhancements, modifications and corrections to address security vulnerabilities and/or deficiencies to the Equipment and Software.

a. For Microsoft and other third party patches, Contractor shall certify such patches and provide this information to County within a mutually agreed upon timeframe between the Contractor and County. County will be responsible for installing such Contractor-certified patches.

10. Exhibit B (Schedule of Payments) is deleted in its entirety and replaced by revised Exhibit B (Schedule of Payments), which is attached hereto as Attachment 1 and incorporated herein by reference. The pages of revised Exhibit B (Schedule of Payments) are each designated at the bottom as "Revised Under Amendment Number Five."

11. Exhibit L (Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)), which is attached hereto as Attachment 2 and incorporated herein by reference, is added to the Agreement. The pages of newly added Exhibit L (Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) are each designated at the bottom as "Added Under Amendment Number Five."

12. This Amendment Number Five shall be effective on the date of approval by County's Board of Supervisors.

13. Except as provided in this Amendment Number Five, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and Contractor has caused this Amendment to be subscribed 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
Lancet Technology, Inc.

By_____

Print Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Victoria Mansourian
Principal Deputy County Counsel