



## County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI  
Chief Executive Officer

**DATE:** April 29, 2020  
**TIME:** 2:00 p.m. – 4:00 p.m.  
**LOCATION:** **TELECONFERENCE CALL-IN NUMBER: (415)655-0001**  
**TELECONFERENCE ID: 921590098**

To join via phone, dial 1 (415) 655-0001, then press 921590098#, then press # when prompted for attendee number **\*\*IF DIALING IN PLEASE CALL IN AT 1:45 P.M. TO FACILITATE PARTICIPANT CHECK-IN\*\***

**DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.**

### **AGENDA**

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.  
Two (2) minutes are allowed for each item.

1. **Call to order – Rick Velasquez/Gevork Simdjian**
2. **INFORMATIONAL ITEM(S):**  
**(5 minutes)**
  - A) Board Letter:  
AMENDMENT TO SOLE SOURCE AGREEMENT 77285 WITH CERNER FOR THE PROBATION ELECTRONIC MEDICAL RECORDS SYSTEM (PEMRS)  
PROBATION – Vinnie Chin, Director of Business Applications and Data Management
  - B) Board Letter:  
ISSUANCE AND SALE OF 2020-21 TAX AND REVENUE ANTICIPATION NOTES  
TTC – Keith Knox, Treasurer and Tax Collector and Daniel Wiles, Assistant Treasurer and Tax Collector

**CONTINUED ON PAGE 2**

- C) Board Letter:  
REQUEST THE BOARD APPROVAL FOR RETROACTIVE PAYMENT TO  
SPIRIT AWAKENING FOUNDATION FOR PROVIDED SERVICES  
ARTS AND CULTURE – Heather Rigby, Chief Deputy and  
Brandon Turner, Administrative Deputy

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**  
(2 minutes each speaker)

5. **Adjournment**

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**FUTURE AGENDA TOPICS**

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**CALENDAR LOOKAHEAD:**

ISD – NEW USER FEES FOR COUNTY OWNED AND OPERATED ELECTRIC  
VEHICLE CHARGING STATIONS

DCBA – INTRODUCTION OF AN ORDINANCE TO ESTABLISH ANNUAL  
RENTAL REGISTRATION FEES RELATED TO THE MOBILEHOME RENT  
STABILIZATION ORDINANCE (MRSO) AND RENT STABILIZATION  
ORDINANCE (RSO)

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	4/29/2020	
<b>BOARD MEETING</b>	5/19/2020	
<b>DELEGATED AUTHORITY BOARD LETTER</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All	
<b>DEPARTMENT</b>	Probation	
<b>SUBJECT</b>	Approval of an amendment to Agreement Number 77285 (Agreement) with Cerner Corporation (Cerner) for the Probation Electronic Medical Records System (PEMRS).	
<b>PROGRAM</b>	Probation Electronic Medical Records System (PEMRS)	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: Customizations to the system have been made to meet the business workflow of the Department. Implementing a new Electronic Health Record (EHR) would require a tremendous investment in terms of cost and resources.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	May 31, 2020	
<b>COST &amp; FUNDING</b>	Total cost: \$ 31,846,508	Funding source: NCC
	TERMS (if applicable): June 1, 2020 – May 31, 2023	
	Explanation: The maximum additional cost as a result of the Amendment is \$6,978,700 over the three-year extended period, which includes: \$6,438,624 for continuing ongoing support, maintenance, and hosting, and \$540,076 in pool dollars for optional professional services. The Probation Department has ongoing funding of \$6,978,700 over the thirty-six (36) months extended period and will adjust the annual budget accordingly as required to support the contract services. The total maximum sum is \$31,846,508.	
<b>PURPOSE OF REQUEST</b>	The purpose is to authorize the Interim Chief Probation Officer, or his designee, to execute an Amendment to exercise the second option to extend the Agreement for thirty-six (36) months through May 31, 2023, and increase the maximum contract sum to (i) continue PEMRS maintenance, support, and hosting and (ii) allocate additional pool dollars for the acquisition of professional.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	On June 1, 2010, Probation leveraged Cerner's Agreement with Los Angeles County Sheriff for a rapid implementation of an EHR at Probation to meet the obligations under the settlement agreements. PEMRS was deployed in 2011; Probation has been using the system to perform health and mental health screenings, schedule health and mental health services, and document treatment plans and clinical services. An amendment to exercise the first optional extension was adopted by the Board of Supervisors on May 16, 2017, to continue the provision of ongoing PEMRS maintenance and support services., including software maintenance and support, hosting, security, upgrade implementation and application management services.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: Vinnie Chin, Director, Business Applications and Data Management, 562-353-7888, vinnie.chin@probation.lacounty.gov	



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242  
(562) 940-2728



**RAY LEYVA**  
Interim Chief Probation Officer

May 19, 2020

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

Dear Supervisors:

**AMENDMENT TO SOLE SOURCE AGREEMENT 77285 WITH CERNER  
CORPORATION TO PROVIDE A PROBATION ELECTRONIC MEDICAL RECORDS  
SYSTEM (PEMRS)**

**(ALL SUPERVISORIAL DISTRICTS)**

**(3 VOTES)**

**CIO RECOMMENDATION:**

**APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )**

**SUBJECT:**

Approval of an amendment to Agreement Number 77285 (Agreement) with Cerner Corporation (Cerner) for the Probation Electronic Medical Records System (PEMRS) to exercise the County's option to extend the Agreement for the second thirty-six (36) month option, and increase the maximum contract sum to account for the additional three years of maintenance, support, hosting, and professional services.

**IT IS RECOMMENDED THAT THE BOARD:**

Approve and authorize the Interim Chief Probation Officer, or his designee, to execute an Amendment, substantially similar to the attached (Attachment I), to the sole source Agreement Number 77285 with Cerner Corporation, upon approval as to form by County Counsel, to exercise the County's option to extend the Agreement term for a second thirty-six (36) months, through May 31, 2023, and to increase the maximum contract sum by \$6,978,700 to \$31,846,508, which consists of (i) PEMRS ongoing software maintenance

and support, hosting, security, upgrades implementation, application management services, and (ii) an allocation of additional pool dollars for the acquisition of professional services over the remainder of the Agreement term, including but not limited to assisting with implementation of an upgrade of the PEMRS software due to end of life of the existing software version, to enhance the PEMRS software, to develop interfaces to other systems, and to create custom reports in response to the California Department of Justice's audit findings.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

### **Background**

PEMRS was implemented on September 22, 2011, as an electronic medical record system for detained minors in the care and custody of the Los Angeles County Probation Department (Probation). PEMRS is a three-Department collaboration between the Department of Health Services (DHS), the Department of Mental Health (DMH), and Probation. PEMRS was established to manage healthcare in juvenile halls and camps in compliance with the Department of Justice Settlement Agreements dated August 14, 2004, and October 31, 2008. Probation staff use PEMRS to perform intake screening, make medical and mental health referrals, and document medication administration. DHS and DMH use PEMRS to support clinical workflow and to capture and manage clinical documentation. The hosting, maintenance, support, licenses, and professional services for PEMRS are necessary to support the collaborative multi-agency health and mental health service delivery and continue compliance with the settlement agreements.

On May 16, 2017, your Board authorized the first option to extend the Agreement for thirty-six (36) months and increased the Agreement sum to provide for continued maintenance, support, hosting, and professional services for PEMRS during this period. This thirty-six (36) months extension allowed Probation to continue to use PEMRS to manage healthcare in juvenile halls and camps.

### **Recommendation**

The purpose of the recommended action is to authorize the Interim Chief Probation Officer, or his designee, to execute an Amendment to exercise the second option to extend the Agreement for thirty-six (36) months through May 31, 2023, and increase the maximum contract sum to (i) continue PEMRS maintenance, support, and hosting and (ii) allocate additional pool dollars for acquisition of professional services, including but not limited to implementation of an upgrade to the software code due to end of life of the existing software version and to develop an interface to the California Immunization Registry to document the immunizations a youth has received and to determine what immunizations a youth may need to maintain complete immunization status. The interface would allow accurate recording of historical immunization information within PEMRS so

that a provider would not have to go to an additional system to look up immunization history.

PEMRS includes customizations and workflows specific to the healthcare services provided by DHS Juvenile Court Health Services in Probation's juvenile halls and camps, providing clinicians and other users with the ability to track medication dispensing and the overall health condition of the minors. It has been customized and configured to meet the County's practices and processes in Probation juvenile halls and camps. The recommended action will allow Probation to continue to operate PEMRS as the strategy for creating an integrated electronic health record system continues to be considered Countywide.

The Agreement has two optional thirty-six (36) month extensions and Probation has delegated authority to extend the Agreement, but there was no delegation of authority to increase the contract sum under the Agreement to account for the extended term.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended action is consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

PEMRS enables Probation, DHS, and DMH to collaborate in providing quality health and mental health care for youth in juvenile halls and camps.

### **FISCAL IMPACT/FINANCING**

The maximum additional cost as a result of the Amendment is \$6,978,700 over the three-year extended period, which includes: \$6,438,624 for continuing ongoing support, maintenance, and hosting, and \$540,076 in pool dollars for optional professional services that may be required by County during the remaining term of the Agreement.

The Probation Department has ongoing funding of \$6,978,700 over the thirty-six (36) months extended period and will adjust the annual budget accordingly as required to support the contract services. The maximum contract sum of \$31,846,508 shown in this Amendment fixes a clerical error reflected in the prior amendment sent to your Board on May 16, 2017.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

All terms and conditions included in the existing Agreement will continue to apply following execution of the proposed Amendment. County Counsel has reviewed the proposed Amendment and approved it as to form.

The CIO has reviewed this Board Letter and recommends approval. The CIO further determined that a CIO Analysis is not required for the recommended action.

### **CONTRACTING PROCESS**

On June 1, 2010, your Board authorized the Chief Probation Officer to enter into Sole Source Agreement Number 77285 (Agreement) with Cerner Corporation to provide the Probation Electronic Medical Records System (PEMRS). The maximum contract sum for the initial term of the Agreement of June 1, 2010 through May 31, 2017, is \$17,003,408, with an option to extend the initial term for up to two (2) additional and consecutive 36-month periods pursuant to the authority delegated to the Chief Probation Officer. On May 16, 2017, your Board approved the first 36-month optional extension from June 1, 2017 through May 31, 2020 increasing the contract sum in the amount of \$7,486,593, for continued maintenance, support, hosting, and professional services regarding PEMRS.

### **IMPACT ON CURRENT SERVICES**

This proposed Amendment will allow Probation to continue to receive uninterrupted maintenance, support services, and hosting services for its electronic medical record system. While continuing to manage medical records with PEMRS, the Probation Department will work closely with DHS, DMH, the Sheriff's Department, the CIO, and the Chief Executive Office to further develop a strategy to streamline, link, consolidate, and integrate to the County's electronic medical record systems to simplify care coordination and ensure the highest efficiency and value.

Respectfully submitted,

Reviewed by:

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RAY LEYVA  
Interim Chief Probation Officer

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WILLIAM S. KEHOE  
Chief Information Officer

RL:TH:ds  
Enclosures

c: Executive Officer  
Chief Executive Office  
County Counsel

**AMENDMENT NUMBER TWELVE**  
**TO AGREEMENT**  
**BY AND BETWEEN**  
**THE COUNTY OF LOS ANGELES**  
**AND**  
**CERNER CORPORATION**  
**FOR**  
**PROBATION ELECTRONIC MEDICAL RECORDS SYSTEM**

This Amendment Number Twelve (hereinafter "Amendment No. 12") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (hereinafter "Amendment No. 12 Effective Date") by and between the County of Los Angeles (hereinafter "COUNTY") and Cerner Corporation (hereinafter "CONTRACTOR") and amends that certain Agreement Number 77285, dated June 1, 2010, by and between COUNTY and CONTRACTOR for a Probation Electronic Medical Records System (as further defined in the Agreement, "PEMRS") for the benefit of COUNTY and its Probation, Health Services and Mental Health Departments, as modified by all Amendments and Change Notices thereto, including without limitation by this Amendment No. 12 (hereinafter together with all Exhibits and Attachments thereto, all as amended prior to the Amendment No. 12 Effective Date, "Agreement").

**WHEREAS**, CONTRACTOR has developed and implemented and has been hosting, maintaining and supporting PEMRS along with necessary Tailoring pursuant to the terms and conditions of the Agreement; and

**WHEREAS**, the term of the Agreement expires on May 31, 2020; and

**WHEREAS**, COUNTY desires, with CONTRACTOR's approval: (1) pursuant to Paragraph 5 (Term) of the body of the Agreement, to exercise the second option to extend the term for thirty-six (36) months past current expiration date of May 31, 2020, through May 31, 2023; (2) to move Implementation Pool Dollar to OPS Pool Dollars, and increase the available OPS Pool Dollars under the Agreement; (3) to increase the Contract Sum under the Agreement accordingly; and (4) to make the other amendments specified in this Amendment No. 12; and

**WHEREAS**, this Amendment No. 12 is entered into in accordance with the applicable provisions of Paragraph 6 (Change Notices and Amendments) of the body of the Agreement;

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Pursuant to Paragraph 5 (Term) of the body of the Agreement, COUNTY is hereby exercising the second option to extend the term of the Agreement for thirty-six (36) months past current expiration date of May 31, 2020, through May 31, 2023.
2. AMENDMENTS TO BODY OF THE AGREEMENT: As of the Amendment No. 12 Effective Date, the body of the Agreement is amended as follows:
  - a. Paragraph 7.1 (General) under Paragraph 7 (Contract Sum) of the body of the



Agreement is deleted in its entirety and replaced with the following:

7.1 General

7.1.1 Subject to Subparagraph 2.4 (Approval of Work) and Subparagraph 4.2 (Unapproved Work), Paragraph 9 (Acceptance of System by COUNTY), the "Contract Sum" under this Agreement, including, without limitation, OPS Pool Dollars, Implementation Pool Dollars and all applicable taxes, shall not exceed thirty one million, eight hundred forty six thousand, five hundred and eight dollars (\$31,846,508), which amount is allocated as set forth on Exhibit B (Schedule of Payments). The Contract Sum is the maximum monetary amount payable by COUNTY to CONTRACTOR for supplying all the tasks, subtasks, Deliverables, goods, services, and other work specified under this Agreement during the term of the Agreement, including the Initial Term and any exercised Extended Term(s), as shown on Exhibit B (Schedule of Payments).

7.1.2 CONTRACTOR acknowledges that all tasks, subtasks, Deliverables, goods, services and other work specified under this Agreement are payable on a firm, fixed price basis in accordance with the terms and conditions of this Agreement, including but not limited to Paragraphs 4 (Work), 7 (Contract Sum) and 8 (Invoices and Payments). Without limiting the foregoing, the Contract Sum shall not be increased for any costs or expenses whatsoever of CONTRACTOR, and may be modified only pursuant to an Amendment to this Agreement pursuant to Subparagraph 6.3. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall perform and complete all work set forth in this Agreement in exchange for the amounts to be paid to CONTRACTOR as set forth in this Agreement.

3. DEFINITIONS:

The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein including this Amendment No. 12, shall be given full force and effect as if fully set forth herein.

4. AMENDMENTS TO EXHIBITS AND ATTACHMENTS:

- A. Effective as of January 1, 2018, CONTRACTOR's Cerner ProVision Document Imaging (CPDI) no longer includes batch scanning services functionality. Therefore, as of such date, all references in Attachments B (Schedule of PEMRS Software) and C (Related Contractor Software Product Descriptions) to Exhibit A (Statement of Work), together with their respective attachments, to Cerner ProVision Document Imaging (CPDI) are deemed to exclude the following:

INT\_A7E\_VY01-600K MNT: Integrated Image vol 600K  
INT\_ASC7\_C005-001U MNT: Integrated 1 ACIS remote  
INT\_A7E\_VY01-600K MNT: Integrated Image vol 600K  
INT\_ASC7ENT\_T025-0 MNT: Integrated Remote Full St  
INT\_ASC7ENT\_T025-0 MNT: Integrated Remote Full St  
INT\_ASC7\_C005-001U MNT: Integrated 1 ACIS remote  
INT\_ASC7\_T003-0207 MNT: Integrated Auto Import Mo  
INT\_ASC7\_T003-0207 MNT: Integrated Auto Import Mo  
EE#T024-005U-CER MNT: 5 concurrent stations  
EE#T024-020U-CER MNT: 20 concurrent stations

Additionally, Exhibit B (Schedule Payments) and Schedules II (System Maintenance Fees and III (Remote Hosting Services and P2Sentinel Security Services Fees) to Exhibit D (Service Level Agreement), all as amended and restated by this Amendment No. 12, reflect reductions agreed to by the parties in fees for System maintenance and Remote Hosting Services.

- B. Exhibit B (Schedule of Payments) to the agreement is deleted in its entirety and replaced with amended and restated Exhibit B, attached hereto and incorporated by reference.
- C. Schedule II (System Maintenance Fees) to Exhibit D (Service Level Agreement) to the Agreement is deleted in its entirety and replaced with amended and restated Schedule II (System Maintenance Fees) to Exhibit D (Service Level Agreement), attached hereto and incorporated by reference.
- D. Schedule III (Remote Hosting Services and P2Sentinel Security Services Fees) to Exhibit D (Service Level Agreement) to the Agreement is deleted in its entirety and replaced with amended and restated Schedule III (Remote Hosting Services and P2Sentinel Security Services Fees) to Exhibit D (Service Level Agreement), attached hereto and incorporated by reference.
- E. Schedule IV (Upgrades Implementation Services Fees) to Exhibit D (Service Level Agreement) to the Agreement is deleted in its entirety and replaced with amended and restated Schedule IV (Upgrades Implementation Services Fees) to Exhibit D (Service Level Agreement), attached hereto and incorporated by reference.
- F. Schedule V (Application Management Services (AMS) Fees) to Exhibit D (Service Level Agreement) to the Agreement is deleted in its entirety and replaced with amended and restated Schedule V (Application Management Services (AMS) Fees) to Exhibit D (Service Level Agreement) attached hereto and incorporated by reference.

5. AUTHORIZATION WARRANTY:

COUNTY and CONTRACTOR hereby represent and warrant that the person executing this Amendment No. 12 on behalf of each party is an authorized agent of such party having actual authority to bind such party to every term, condition and obligation of this Amendment No. 12, and that all requirements of such party have been fulfilled to provide such person with actual authority.

6. GOVERNING LAW:

This Amendment No. 12 shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed within that State.

7. NO OTHER AMENDMENTS:

Except as provided in this Amendment No. 12, all other terms and conditions of the Agreement shall remain unchanged and in full force in effect.

**IN WITNESS WHEREOF**, County and Contractor by their duly authorized signatures have caused this Amendment No. 12 to Agreement Number 77285 to be effective on the day, month and year first above written.

**COUNTY OF LOS ANGELES:**

By \_\_\_\_\_  
Ray Leyva  
Interim Chief Probation Officer

**CONTRACTOR:** Cerner Corporation

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

Mary C. Wickham  
County Counsel

By \_\_\_\_\_  
Nancy M. Takade  
Principal Deputy County Counsel

**RECOMMENDED:**

William Kehoe  
Chief Information Officer

By \_\_\_\_\_

**EXHIBIT B**

**SCHEDULE OF PAYMENTS**

**RESTATED UNDER AMENDMENT NO. 12**

**May 2020**

## EXHIBIT B SCHEDULE OF PAYMENTS

Capitalized terms used in this Exhibit B without definition have the meaning given to such terms in the body of the Agreement and if not defined therein, in the body of Exhibit A (Statement of Work).

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
1.1	Project Preparation Session						
1.2	Confirmed and Updated PEMRS Assessment						
1.3 (Key)	Project Control Document (PCD)	\$84,000				\$8,400	\$75,600
			1.4	CONTRACTOR Delivery and Certification of Remote Hosting Services Plan and First Quarter Remote Hosting Services	\$241,500		\$241,500
2.1	MethodM Project Kickoff Event						
2.2	Project Status Reports						
3.1	Trained COUNTY Staff						

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
3.2	Clinical and Business Processes Analysis						
<b>3.3 (Key)</b>	<b>Conceptual Design Document</b>	<b>\$158,760</b>				<b>\$15,876</b>	<b>\$142,884</b>
			4.1	CONTRACTOR Tested and Certified Build Domain	\$400,000	\$40,000	\$360,000
4.2	CONTRACTOR Delivered, Prepared, Configured, Tested and Certified CONTRACTOR-owned Hardware and Operating Software at COUNTY Facilities required for the System Software to perform in accordance with the Specifications and the Agreement						
4.3	CONTRACTOR Installed, Tested and Certified PEMRS Networking Equipment and Communications Infrastructure						
<b>4.4 (Key)</b>	<b>CONTRACTOR Installed, Tested and Certified Phase</b>	<b>\$158,760</b>				<b>\$15,876</b>	<b>\$142,884</b>

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	<b>1 System Application Software Modules</b>						
			4.5	CONTRACTOR Certification of Second Quarter Remote Hosting Services	\$241,500		\$241,500
5.1	Medical Devices Interfaces (MDIs) Specifications	\$11,544				\$1,154	\$10,390
5.2	External Systems Interfaces Specifications	\$67,405				\$6,741	\$60,664
<b>6.1.1 (Key)</b>	<b>Design Documentation for each Phase 1 System Application Software Module</b>	<b>\$981,011</b>				<b>\$98,101</b>	<b>\$882,910</b>
6.1.2	Built and Unit Tested Each Phase 1 System Application Software Module	\$735,759				\$73,576	\$662,183
6.1.3	System Tested Each Phase 1 System Application Software Module	\$490,506				\$49,051	\$441,455
			6.1.4	CONTRACTOR Certification of Third Quarter,	\$241,500		\$241,500



Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
				Remote Hosting Services			
6.2.1	Integration Test Plans and Test Scripts for the Phase 1 System						
<b>6.2.2 (Key)</b>	<b>Successful Integration Test Results for the Phase 1 System</b>	<b>\$245,253</b>				<b>\$24,525</b>	<b>\$220,728</b>
			6.2.3	CONTRACTOR Certification of Fourth Quarter Remote Hosting Services	\$241,500		\$241,500
6.3.1	System Cutover and Conversion Plan for the Phase 1 System						
6.3.2	Verified System Cutover and Conversion Plan for the Phase 1 System						
			6.3.3	CONTRACTOR Certification of Fifth Quarter Remote Hosting Services	\$241,500		\$241,500

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
6.4.1	Documented Training Classes and Training Materials for the Phase 1 System						
6.4.2	Trained COUNTY Trainers for the Phase 1 System						
6.4.3	Completed Supplemental Training for the Phase 1 System	\$211,000				\$21,100	\$189,900
6.4.4	Completed Creation of Training Data for the Phase 1 System	\$13,350				\$1,335	\$12,015
6.5	Reference Documentation for the Phase 1 System						
6.6 (Key)	<b>Successfully Conducted User Acceptance Testing of the Phase 1 System</b>	<b>\$158,760</b>				<b>\$15,876</b>	<b>\$142,884</b>
6.7 (Key)	<b>Production Use of the Phase 1 System at all COUNTY Facilities (Sum of Holdback Amounts for Remote Hosting Service Initiation Fee)</b>	<b>\$40,000</b>					<b>\$40,000</b>
6.8	Post-Implementation Review Report for the Phase 1						

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	System						
6.9 (Key)	Production Use of the Phase 1 System for Thirty (30) Consecutive Days with No Deficiencies at all COUNTY Facilities (Sum of Holdback Amounts for Phase 1 System Deliverables)	\$276,466					\$276,466
7.0.1 (Key)	Revised and Updated Project Control Document (PCD) for each Optional Phase System 1						
7.0.2 (Key)	Updated Exhibit G (PEMRS Assessment) and its attachments, the Onsite Workflow Assessment (OWA), Specifications, Exhibit D (Service Level Agreement), Specified Hardware and Operating Software, and Conceptual						

<sup>1</sup> Work performed under Task 7 (Optional Phase System Application Software Development) will require the application of an Amendment under Paragraph 6 of the body of the Agreement.

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	<b>Design Document for each Optional Phase System</b>						
7.0.3	Updated Interface Design for each Optional Phase System						
<b>7.1.1 (Key)</b>	<b>Design Documentation for each Optional Phase System</b>						
7.1.2	Built and Unit Tested each Optional Phase System						
7.1.3	System Tested each Optional Phase System						
7.2.1	Integration Test Plans and Test Scripts for each Optional Phase System						
<b>7.2.2 (Key)</b>	<b>Successful Integration Test Results for each Optional Phase System</b>						
7.3.1	System Cutover and Conversion Plan for each Optional Phase System						
7.3.2	Verified System Cutover and Conversion Plan for each Optional Phase System						

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
7.4.1	Documented Training Classes and Training Materials for each Optional Phase System						
7.4.2	Trained COUNTY Trainers for each Optional Phase System						
7.5	Reference Documentation for each Optional Phase System						
7.6 (Key)	<b>Successfully Conducted User Acceptance Testing of Each Optional Phase System</b>						
7.7	Production Use of each Optional Phase System at all COUNTY Facilities						
7.8	Post-Implementation Review Report for each Optional Phase System						
7.9 (Key)	<b>Production Use of each Optional Phase System for Thirty (30) Consecutive Days with No Deficiencies at all COUNTY Facilities</b>						
8.1	Documented Technical Configuration and Plan for the						

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	COUNTY Use of the 724Access Application Software Module <sup>2</sup>						
8.2	Certification of Hardware and Software for the 724Access Application Software Module						
8.3	Trained COUNTY Technical Staff						
8.4	System Prepared for 724Access Implementation						
8.5	Successful Test and Validation of the 724Access Environment						
<b>8.6 (Key)</b>	<b>Operational 724Access for the Production Domain</b>						
9.1	Installed and Tested Medical Device Interfaces (MDIs)	\$6,938				\$694	\$6,244
9.2.1	Built and Tested PEMRS Side of External System Interface						
9.2.2	Built and Tested External Side						

<sup>2</sup> Work performed under Task 8 (Design and Implementation of the 724 Access System) will require the application of an Amendment under Paragraph 6 of the body of the Agreement.

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	of External Systems Interfaces						
9.2.3	Built and Tested External Systems Interfaces	\$136,853				\$13,685	\$123,168
10.1	System Operations Plan						
10.2	Business Continuity Plan						
10.3	Application Management Services Operational Plan						
10.4	Set up and Configured Application Management Services	\$96,000				\$9,600	\$86,400
10.5	Set up and Configured P2Sentinel Security Services						
11.1	Technical Configuration of the Production Domain						
<b>11.2 (Key)</b>	<b>CONTRACTOR Tested and Certified Production Domain</b>	<b>\$158,760</b>				<b>\$15,876</b>	<b>\$142,884</b>
12.1	RESERVED						
12.2	RESERVED						
13.1	Operational Readiness Test Plan						
13.2	Documentation of Operational						

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	Readiness Tests Results and Certification for the Phase 1 System and for each Optional Phase System						
14.1	Change Management Plan						
15.1	System Design Reports for Custom Programming Modifications and Additional Interfaces <sup>3</sup>						
15.2	Built and Tested Custom Programming Modifications and Additional Interfaces						
15.3	Production Use of Custom Programming Modifications and Additional Interfaces						
	<b>Sum of Deliverables</b>	<b>\$4,031,125</b>			<b>\$1,607,500</b>	<b>\$411,466</b>	<b>\$5,227,159</b>
	Aggregate System Maintenance Fees <sup>4</sup>	\$1,565,649					

<sup>3</sup> Work performed under Task 15 (Custom Programming Modifications and/or Additional Interfaces) will require the application of a Change Notice or an Amendment under Paragraph 6 of the body of the Agreement.

<sup>4</sup> Aggregate for Initial Term. See Paragraph 8.0 (Invoices and Payments) of the body of the Agreement and Exhibit D (Service Level Agreement) for payment terms.



Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	Aggregate Remote Hosting Services Fees	\$5,968,519					
	Aggregate Upgrades Implementation Services Fees <sup>4</sup>	\$501,078					
	Aggregate Application Management Services Fees <sup>4</sup>	\$2,404,579					
	Aggregate P2Sentinel Security Services Fees <sup>4</sup>	\$251,486					
	Amendment 3 Payment for System Design Report dated April 20, 2012	\$95,750					
	Amendment 5 Sum of Deliverables	\$6,660					
	Amendment 6 Sum of Deliverables	\$118,183					
	Amendment 7 Sum of Deliverables	\$34,969					
	Amendment 9 Sum of Deliverables	\$152,241					
	Amendment 10 Sum of Deliverables	\$117,140					

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	Amendment 11 – Aggregate System Maintenance, Support, Hosting Fees for First Extended Term	\$5,846,054		Aggregate System Maintenance, Support, and Hosting Fees through May 31, 2020			
	Amendment 12 – Aggregate System Maintenance, Support, and Hosting Fees for Second Extended Term	\$6,438,624		Aggregate System Maintenance, Support, and Hosting Fees through May 31, 2023			
55	OPS Pool Dollars	\$2,706,951		Includes OPS Pool Dollars added in Amendment 11 and Amendment 12			
	Implementation Pool Dollars	\$0		Moved to OPS Pool Dollars under Amendment 12			
	<b>Contract Sum</b>	<b>\$31,846,508</b>					

**EXHIBIT D**

**SERVICE LEVEL AGREEMENT – SCHEDULE II**

**RESTATED UNDER AMENDMENT NO. 12**

**May 2020**

**SCHEDULE II**  
**SYSTEM MAINTENANCE FEES**

Item	Phase 1 Application Software Modules	Monthly											
		Production Use ("Prod") Through 12 Months	Prod +12 Months through Prod +24 Months	Prod +24 Months through Prod +36 Months	Prod +36 Months through Prod +48 Months	Prod +48 Months through Prod +60 Months	Prod +60 Months through +68 Months	Prod +69 months through +79 months	Prod + 80 months through +91 months	Prod +92 months through +103 months	June 1, 2020 through May 31, 2021	June 1, 2021 through May 31, 2022	June 1, 2022 through May 31, 2023
1	PowerChart (Clinical Data Reposi- tory, PowerOrders, PowerNote) – Full Access Users <sup>1</sup>	Footnote 1											
2	PowerChart (Clinical Data Reposi- tory, PowerOrders, PowerNote) – Limited Access Users <sup>2</sup>	\$1,583	\$1,630	\$1,679	\$1,730	\$1,782	\$1,835	\$1,890	\$1,947	\$2,005	\$2,065	\$2,127	\$2,191
3	CareNet (Electronic Medication Administration Record (eMAR), PowerPlan, Clinical Documentation and PowerForms), CareCom- pass <sup>1</sup>	Footnote 1											
4	Capstone (Registration Manage- ment and Scheduling	Footnote 1											
5	PathNet (General Laboratory, Mi- crobiology) – Medical Devices	\$159	\$273	\$280	\$290	\$298	\$308	\$317	\$327	\$337	\$347	\$357	\$368

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<sup>1</sup> Provided that the scope of use limits for JHIS Application Software as set forth in Attachment B (PEMRS Software) to Exhibit A (Statement of Work) have not been exceeded and payment of support fees is current for these items under the JHIS Agreement in accordance with the terms of the JHIS Agreement, no additional System Software Support fees will be assessed for the JHIS Application Software. The JHIS Licenses may be transferred back to the Sheriff's Department by MOU.

<sup>2</sup> CONTRACTOR and COUNTY mutually agree that the Limited Access Users maintenance fees for PowerChart (Clinical Data Repository, PowerOrders, PowerNote) will be paid through the Term of the Agreement. Payments will commence the first month following the Amendment No. 3 Effective Date and continue thereafter in accordance with Section 1.B.(2) of this Exhibit D.

<sup>3</sup> CONTRACTOR and COUNTY mutually agree that the maintenance fees for PathNet (General Laboratory, Microbiology) – Medical Device Interfaces (Siemens Diagnostics Clinitek) will be payable as indicated in Amendment No. 5 Schedule II Systems Maintenance fees and commence the first month following the Amendment No. 5 Effective Date and continue thereafter in accordance with Section 1.B.(2) of this Exhibit D.

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Item	Phase 1 Application Software Modules	Monthly											
		Production Use ("Prod") Through 12 Months	Prod +12 Months through Prod +24 Months	Prod +24 Months through Prod +36 Months	Prod +36 Months through Prod +48 Months	Prod +48 Months through Prod +60 Months	Prod +60 Months through +68 Months	Prod +69 months through +79 months	Prod + 80 months through +91 months	Prod +92 months through +103 months	June 1, 2020 through May 31, 2021	June 1, 2021 through May 31, 2022	June 1, 2022 through May 31, 2023
	PathNet (General Laboratory, Microbiology) – Medical Devices Interfaces (TelCor Quick Multi Link (QML) POC MD-TC04) <sup>4</sup>	N/A	N/A	N/A	\$330	\$340	\$350	\$361	\$371	\$382	\$394	\$406	\$418
6	PharmNet (Inpatient Pharmacy and Departmental Clinical	Footnote 1											
7	RadNet (Radiology Management)	Footnote 1											
8	ProFile (Health Information Man-	Footnote 1											
9	Interfaces (Phase 1)	\$1,514	\$1,559	\$1,606	\$1,654	\$1,704	\$1,755	\$1,808	\$1,862	\$1,918	\$1,975	\$2,035	\$2,096
	a. Optional Phase Interface - Pyxis Medstation <sup>5</sup>	N/A	N/A	\$436	\$450	\$463	\$477	\$491	\$506	\$521	\$537	\$553	\$570
	b. Optional Phase Interface - Supply Chain <sup>4</sup>	N/A	N/A	\$58	\$59	\$61	\$63	\$65	\$67	\$69	\$71	\$73	\$75
	c. Optional Phase Interface – Quest/RLN	N/A	N/A	N/A	\$200	\$206	\$212	\$218	\$225	\$232	\$239	\$246	\$253
10	Computerized Physician Order	Footnote 1											

<sup>4</sup> CONTRACTOR and COUNTY mutually agree that the maintenance fees for PathNet (General Laboratory, Microbiology) – Medical Device Interfaces (TelCor Quick Multi Link (QML) POC MD-TC04) will be payable as indicated in Amendment No. 9 Schedule II Systems Maintenance fees and commence the first month following the Amendment No. 9 Effective Date and continue thereafter in accordance with Section 1.B.(2) of this Exhibit D.

<sup>5</sup> As of the Amendment No. 6 Effective Date, CONTRACTOR and COUNTY have estimated the number of months' maintenance fee will be charged to COUNTY for each of the

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Pyxis Interface and the Supply Chain (Cardinal Health or GHX Interfaces) Interface for the remainder of the term of the Agreement, following the COUNTY's acceptance of Deliverable 7.9 of Exhibit A (Statement of Work) under Amendment No. 6 for such Interface.

Item	Phase 1 Application Software Modules	Monthly											
		Production Use ("Prod") Through 12 Months	Prod +12 Months through Prod +24 Months	Prod +24 Months through Prod +36 Months	Prod +36 Months through Prod +48 Months	Prod +48 Months through Prod +60 Months	Prod +60 Months through +68 Months	Prod +69 months through +79 months	Prod + 80 months through +91 months	Prod +92 months through +103 months	June 1, 2020 through May 31, 2021	June 1, 2021 through May 31, 2022	June 1, 2022 through May 31, 2023
11	Discern Expert <sup>1</sup>	Footnote 1											
12	Discern Explorer <sup>1</sup>	Footnote 1											
13	CareAware Multi-Media Foundation – Digital Objects	\$849	\$874	\$901	\$928	\$956	\$984	\$1,014	\$1,044	\$1,075	\$1,108	\$1,141	\$1,175
14	CareAware Multi-Media Foundation – Image Distribution	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$35	\$36	\$37	\$38
	<b>Subtotal Phase 1 System</b>	<b>\$4,105</b>	<b>\$4,336</b>	<b>\$ 4,960</b>	<b>\$ 5,111</b>	<b>\$5,264</b>	<b>\$5,422</b>	<b>\$6,164</b>	<b>\$6,348</b>	<b>\$6,539</b>	<b>\$6,772</b>	<b>\$6,975</b>	<b>\$7,184</b>

Fees above for Production Use through the end of the Initial Term include a 3% annual increase. If the term of the Agreement is extended beyond the Initial Term in accordance with Paragraph 5 (Term) of the body of the Agreement, the Application Software module support can be renewed at the last monthly rate charged plus a 3% annual increase.

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Item	Phase 1 Third Party Software Modules	Monthly											
		Production Use (“Prod”) Through 12 Months	Prod +12 Months through Prod +24 Months	Prod +24 Months through Prod +36 Months	Prod +36 Months through Prod +48 Months	Prod +48 Months through Prod +60 Months	Prod +60 Months through +68 Months	Prod +69 months through +79 months	Prod + 80 months through +91 months	Prod +92 months through +103 months	June 1, 2020 through May 31, 2021	June 1, 2021 through May 31, 2022	June 1, 2022 through May 31, 2023
1	Cerner ProVision Document Imaging (CPDI)	\$5,117	\$5,117	\$5,117	\$5,117	\$5,117	\$5,117	\$5,117	\$3,995*	\$3,995*	\$3,995*	\$3,995*	\$3,995*
2	CPDI Imaging Software - ApplicationXTender for Web	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Subtotal Phase 1 System Third Party</b>	<b>\$5,117</b>	<b>\$5,117</b>	<b>\$5,117</b>	<b>\$5,117</b>	<b>\$5,117</b>	<b>\$5,117</b>	<b>\$5,117</b>	<b>\$3,995</b>	<b>\$3,995</b>	<b>\$3,995</b>	<b>\$3,995</b>	<b>\$3,995</b>

If the term of the Agreement is extended beyond the Initial Term in accordance with Paragraph 5 (Term) of the Agreement, the Third Party Software module will require a quote to determine renewal fees.

\* Reduced under Amendment No. 12 to reflect termination of batch scanning services functionality in CONTRACTOR’s Cerner ProVision Document Imaging (CPDI) effective January 1, 2018.



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Item	Phase 1 Subscription Based Application Software Module	Monthly											
		Production Use ("Prod") Through 12 Months	Prod +12 Months through Prod +24 Months	Prod +24 Months through Prod +36 Months	Prod +36 Months through Prod +48 Months	Prod +48 Months through Prod +60 Months	Prod +60 Months through +68 Months	Prod +69 months through +79 months	Prod + 80 months through +91 months	Prod +92 months through +103 months	June 1, 2020 through May 31, 2021	June 1, 2021 through May 31, 2022	June 1, 2022 through May 31, 2023
1	Krames Patient Education Content (not to exceed 13 COUNTY Facilities)	\$5,688	\$5,859	\$6,034	\$6,215	\$6,402	\$6,594	\$6,792	\$6,996	\$7,205	\$7,422	\$7,644	\$7,874
2	Knowledge Content Solutions for Ambulatory (including Cerner Knowledge Tool (Cerner KM) and Multum/Medisource)	\$600	\$618	\$637	\$656	\$675	\$696	\$717	\$738	\$760	\$783	\$807	\$831
3	Web Based Training – (120 Custom Simulations) <sup>7</sup>	\$8,280	\$8,280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4	Classroom Curriculum Development (8, 4-hour classes) <sup>8</sup>	\$6,624	\$6,624	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5	CMT	\$1,250	\$1,288	\$1,326	\$1,366	\$1,407	\$1,449	\$1,492	\$1,537	\$1,583	\$1,631	\$1,680	\$1,730
6	CPT (Codes and Medical Terminology)	\$167	\$104	\$104	\$104	\$104	\$104	\$167	\$172	\$177	\$182	\$188	\$194
	<b>Subtotal Term-Based License</b>	<b>\$22,609</b>	<b>\$22,773</b>	<b>\$8,101</b>	<b>\$8,341</b>	<b>\$8,588</b>	<b>\$8,843</b>	<b>\$9,168</b>	<b>\$9,443</b>	<b>\$9,725</b>	<b>\$10,018</b>	<b>\$10,319</b>	<b>\$10,629</b>

Commencing on June 1, 2017 and continuing through the term of the Agreement (for 36 months), County shall have a License to the Term-based License Software in the table above for the term specified in the Agreement. Fees above for Production Use through the end of the Initial Term include a 3% annual increase. If the term of the Agreement is extended beyond the Initial Term in accordance with Paragraph 5 (Term) of the body of the Agreement, the term-based License Application Software maintenance and support maybe renewed at the last monthly rate charged plus a 3% annual increase. For a period of one (1) year from the Amendment 11 Effective Date, County shall pay the term support fees as set forth in the table above. Thereafter, County may renew the maintenance and support for additional one year periods for \$40,416 annually plus 3% CPI. If the term of the Agreement is extended beyond the Initial Term in accordance with Paragraph 5 (Term) of the body of the Agreement, the maintenance and support maybe renewed at the last monthly rate charged plus a 3% annual increase.

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<sup>6</sup> Custom Web Based Training has been mutually agreed upon to pay the one-time fee monthly payable in advance by County for 20 months following COUNTY's acceptance of Deliverable 6.7 (Production Use of the Phase 1 System at all COUNTY Facilities) of Exhibit A (Statement of Work).

<sup>7</sup> Classroom Curriculum Development has been mutually agreed upon to pay the one-time fee monthly payable in advance by County for 20 months following COUNTY's acceptance of Deliverable 6.7 (Production Use of the Phase 1 System at all COUNTY Facilities) of Exhibit A (Statement of Work).

Item	Optional Phase System Application Software Modules	Monthly											
		Production Use (“Prod”) Through 12 Months	Prod +12 Months through 12 Months	Prod +24 Months through 36 Months	Prod +36 Months through 48 Months	Prod +48 Months through 60 Months	Prod +60 Months through 68 Months	Prod +69 months through 79 months	Prod + 80 months through 91 months	Prod +92 months through 103 months	June 1, 2020 through May 31, 2021	June 1, 2021 through May 31, 2022	June 1, 2022 through May 31, 2023
1	Telemedicine <sup>8</sup>	Footnote 7											
2	724Access Solution <sup>9</sup>	Footnote 8											
3	Enterprise Master Patient Index (EMPI) <sup>7</sup>	Footnote 7											
4	PowerInsight <sup>1</sup>	Footnote 1											
5	PharmNet (Outpatient Pharmacy) <sup>1</sup>	Footnote 1											
6	CareAdmin <sup>7</sup>	Footnote 7											
7	Radiology Dictation <sup>7</sup>	Footnote 7											
8	eSignature (Patient Electronic Signature) <sup>7</sup>	Footnote 7											
9	Cerner Picture Archiving and Communications System (PACS) <sup>7</sup>	Footnote 7											
10	Financials <sup>1</sup>	Footnote 1											
11	Millennium LDAP Authentication Pass- through	Footnote 7											

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Exhibit D – Service Level Agreement –  
Schedule II

Restated Under Amendment No. 12

<sup>8</sup> Optional Phase Systems will require mutual agreement on scope and pricing prior to Amendment execution under Paragraph 6 (Change Notices and Amendments) of the body of the Agreement.

<sup>9</sup> Optional Phase System Third Party Software will require mutual agreement on scope and pricing prior to Amendment execution under Paragraph 6 (Change Notices and Amendments) of the body of the Agreement.

Item	Optional Phase System Application Software Modules	Monthly											
		Production Use (“Prod”) Through 12 Months	Prod +12 Months through Prod +24 Months	Prod +24 Months through Prod +36 Months	Prod +36 Months through Prod +48 Months	Prod +48 Months through Prod +60 Months	Prod +60 Months through +68 Months	Prod +69 months through +79 months	Prod + 80 months through +91 months	Prod +92 months through +103 months	June 1, 2020 through May 31, 2021	June 1, 2021 through May 31, 2022	June 1, 2022 through May 31, 2023
12	Parata Medication Packaging Interface Outbound	Footnote 7											

Item	Optional Phase Subscription Based Application Software Modules	Monthly											
		Production Use (“Prod”) Through 12 Months	Prod +12 Months through Prod +24 Months	Prod +24 Months through Prod +36 Months	Prod +36 Months through Prod +48 Months	Prod +48 Months through Prod +60 Months	Prod +60 Months through +68 Months	Prod +69 months through +79 months	Prod + 80 months through +91 months	Prod +92 months through +103 months	June 1, 2020 through May 31, 2021	June 1, 2021 through May 31, 2022	June 1, 2022 through May 31, 2023
1	Web Based Training – (Standard PathNet, PharmNet, and Learning Studio)	Footnote 5											

Fees above for Production Use through the end of the Initial Term include a 3% annual increase. If the term of the Agreement is extended beyond the Initial Term in accordance with Paragraph 5 (Term) of the body of the Agreement, the Optional Phase System Application Software module support can be renewed at the last monthly rate charged plus a 3% annual increase.

**EXHIBIT D**

**SERVICE LEVEL AGREEMENT – SCHEDULE III**

**RESTATED UNDER AMENDMENT NO. 12**

**May 2020**

### SCHEDULE III

#### REMOTE HOSTING SERVICES AND P2SENTINEL SECURITY SERVICES FEES

#### Remote Hosting Services Fees and P2Sentinel Security Services Fees for Phase 1 Systems

Item	Phase I System	Monthly											
		Production Use (“Prod”) Through 12 Months	Prod +12 Months through Prod +24 Months	Prod +24 Months through Prod +36 Months	Prod +36 Months through Prod +48 Months	Prod +48 Months through Prod +60 Months	Prod +60 Months through +68 Months	Prod +69 months through +79 months	Prod + 80 months through +91 months	Prod +92 months through +103 months	June 1, 2020 through May 31, 2021	June 1, 2021 through May 31, 2022	June 1, 2022 through May 31, 2023
	Section II.B Remote Hosting Services (Recurring Fees) <sup>9</sup>	\$80,500	\$82,915	\$85,402	\$87,965	\$90,603	\$93,322	\$96,122	\$99,005	\$101,975	\$104,005*	\$107,125*	\$110,339*
	P2Sentinel Security Services <sup>10</sup>	\$3,260	\$3,358	\$3,459	\$3,562	\$3,669	\$3,779	\$3,892	\$4,009	\$4,129	\$4,253	\$4,381	\$4,512
	<b>Total Remote Hosting Services and P2Sentinel Security Services Fees</b>	<b>\$83,760</b>	<b>\$86,273</b>	<b>\$88,861</b>	<b>\$91,527</b>	<b>\$4,273\$9</b>	<b>\$97,101</b>	<b>\$100,014</b>	<b>\$103,014</b>	<b>\$106,105</b>	<b>\$108,258</b>	<b>\$111,506</b>	<b>\$114,851</b>

Fees above for Production Use through the end of the Initial Term include a 3% annual increase. If the term of the Agreement is extended beyond the Initial Term in accordance with Paragraph 5 (Term) of the body of the Agreement, the Remote Hosting Services and P2Sentinel Security Services can be renewed at the last monthly rate charged plus a 3% annual increase.

Scope of use expansion for Remote Hosting Services or P2Sentinel Security Services may be subject to additional fees. CONTRACTOR will provide quote(s) for scope of use expansion pricing when necessary and the Agreement will be updated accordingly in accordance with Paragraph 6 (Change Notices and Amendments) of the body of the Agreement.

\* Reduced under Amendment No. 12 to reflect termination of Remote Hosting Services for batch scanning services functionality in CONTRACTOR’s Cerner ProVision Document Imaging (CPDI) effective as of the effective date of Amendment No. 12.

<sup>9</sup> For Remote Hosting Services fees prior to Production Use see Exhibit B (Schedule of Payments).

<sup>10</sup> CONTRACTOR shall invoice COUNTY for P2Sentinel Security Services fees at the rate of \$3,260 per month for a total amount not to exceed the amount identified as the Aggregate P2Sentinel Security Services Fees on Exhibit B to this Agreement for such services. Fees will be payable for such services upon COUNTY’s acceptance of Deliverable

Exhibit D – Service Level Agreement –

Schedule III

6.6 (Successfully Conducted User Acceptance Testing of the Phase 1 System) of Exhibit A (Statement of Work). CONTRACTOR shall invoice COUNTY as provided in Subparagraph II.G(2) of this Service Level Agreement.

**SCHEDULE IV**

UPGRADES IMPLEMENTATION SERVICES FEES

Item	Phase I System	Monthly											
		Production Use (“Prod”) Through 12 Months	Prod +12 Months through Prod +24 Months	Prod +24 Months through Prod +36 Months	Prod +36 Months through Prod +48 Months	Prod +48 Months through Prod +60 Months	Prod +60 Months through +68 Months	Prod +69 months through +79 months	Prod + 80 months through +91 months	Prod +92 months through +103 months	June 1, 2020 through May 31, 2021	June 1, 2021 through May 31, 2022	June 1, 2022 through May 31, 2023
	Upgrades Implementation Services	\$6,758	\$6,961	\$7,170	\$7,385	\$7,606	\$7,834	\$0	\$0	\$0	\$0	\$0	\$0



**EXHIBIT D**

**SERVICE LEVEL AGREEMENT – SCHEDULE V RESTATED UNDER  
AMENDMENT NO. 12**

**May 2020**

**SCHEDULE V**  
**APPLICATION MANAGEMENT SERVICES (AMS) FEES**

Item	Phase I System	Monthly											
		Production Use (“Prod”) Through 12 Months	Prod +12 Months through Prod +24 Months	Prod +24 Months through Prod +36 Months	Prod +36 Months through Prod +48 Months	Prod +48 Months through Prod +60 Months	Prod +60 Months through +68 Months	Prod +69 months through +79 months	Prod + 80 months through +91 months	Prod +92 months through +103 months	June 1, 2020 through May 31, 2021	June 1, 2021 through May 31, 2022	June 1, 2022 through May 31, 2023
	Application Management Services <sup>11</sup>	\$32,000	\$32,960	\$33,949	\$34,967	\$36,016	\$37,097	\$38,210	\$39,356	\$40,537	\$41,753	\$43,006	\$44,296

<sup>11</sup> CONTRACTOR shall invoice COUNTY for Application Management Service (AMS) fees at the rate of \$32,000 per month for a total amount not to exceed the Aggregate sum as specified in Exhibit B to this Agreement for such services. Fees shall be payable for such services provided one month prior to COUNTY's acceptance of Deliverable 6.7 (Production Use of the Phase 1 System at all County Facilities) of Exhibit A (Statement). CONTRACTOR shall invoice COUNTY as provided in Paragraph IV.B(2) of this Service Level Agreement.

## SOLE SOURCE CHECKLIST

Department Name: \_\_\_\_\_

☐ New Sole Source Contract

☐ Existing Sole Source Contract      Date Sole Source Contract Approved: \_\_\_\_\_

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Date

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER DATE</b>	4/29/2020		
<b>BOARD MEETING</b>	5/12/2020		
<b>DELEGATED AUTHORITY BOARD LETTER</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    N/A		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All Districts		
<b>DEPARTMENT</b>	Treasurer and Tax Collector		
<b>SUBJECT</b>	Issuance and Sale of 2020-21 Tax and Revenue Anticipation Notes (TRANs)		
<b>PROGRAM</b>	N/A		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    N/A		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	May 12, 2020		
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%;"> <tr> <td>Total cost: TBD</td><td>Funding source: County General Fund</td></tr> </table>	Total cost: TBD	Funding source: County General Fund
Total cost: TBD	Funding source: County General Fund		
	TERMS (if applicable): Negotiated sale of the 2020-21 TRANs.		
	Explanation: The borrowing cost of the 2020-21 TRANs will depend on market conditions on the date of the sale. The Resolution provides that the true interest cost of the TRANs shall not exceed a rate of five percent (5%). However, based on current market conditions, the estimated borrowing cost of the 2020-21 TRANs is lower at approximately two percent (2%).		
<b>PURPOSE OF REQUEST</b>	The Treasurer and Tax Collector is requesting authorization to issue Tax and Revenue Anticipation Notes (TRANs) to meet the Fiscal Year 2020-21 cash flow needs of the County General Fund. This short-term borrowing program enables the County to manage the funding of its expenditures and to reduce the need for internal borrowing. We are requesting a maximum authorization for the 2020-21 TRANs in a maximum principal amount not to exceed [\$1,200,000,000].		
<b>BACKGROUND (include internal/external issues that may exist)</b>	Each year since 1977, the County has issued tax-exempt TRANs in connection with its cash management program for the upcoming fiscal year. This short-term borrowing program is necessary given that the County receives certain revenues, such as property taxes, on an uneven basis throughout the fiscal year. For Fiscal Year 2019-20, the County issued \$700 million of TRANs, which will mature on June 30, 2020. The COVID-19 outbreak has caused disruption to the national economy and financial markets. As the impact of the COVID-19 outbreak on the County Budget and related cash flows begins to unfold, we recommend that your Board authorize a maximum principal amount of [\$1,200,000,000] for the 2020-21 TRANs. The increased amount will help mitigate the impact of COVID-19 on the County's cash flows and ensure sufficient cash resources are available to meet the County's potential cash flow requirements during Fiscal Year 2020-21. If the impact of the COVID-19 on the County's revenues or expenses is greater than currently projected, the County may find it necessary to issue additional TRANs. TTC will return to the Board for authorization, as needed.		
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>Keith Knox, Treasurer and Tax Collector, (213) 974-2101, kknox@ttc.lacounty.gov</li> <li>Daniel Wiles, Assistant Treasurer and Tax Collector, (213) 974-7175, dwiles@ttc.lacounty.gov</li> </ul>		



**KEITH KNOX**

TREASURER AND TAX COLLECTOR

# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 437, Los Angeles, California 90012  
Telephone: (213) 974-2101 Fax: (213) 626-1812  
ttc.lacounty.gov and propertytax.lacounty.gov

Board of Supervisors

HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER

May 12, 2020

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

Dear Supervisors:

## **ISSUANCE AND SALE OF 2020-21 TAX AND REVENUE ANTICIPATION NOTES (ALL DISTRICTS) (3 VOTES)**

### **SUBJECT**

The Treasurer and Tax Collector is requesting authorization to issue Tax and Revenue Anticipation Notes (TRANs) to meet the Fiscal Year 2020-21 cash flow needs of the County General Fund. This short-term borrowing program enables the County to manage the funding of its expenditures and to reduce the need for internal borrowing. We are requesting a maximum authorization for the 2020-21 TRANs in a principal amount not to exceed [\$1,200,000,000].

### **IT IS RECOMMENDED THAT YOUR BOARD:**

Adopt the Resolution authorizing the issuance and sale of the 2020-21 Tax and Revenue Anticipation Notes in an aggregate principal amount not to exceed [\$1,200,000,000].

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Adoption of the attached Resolution will authorize the issuance of the 2020-21 TRANs and the execution and delivery of all related financing documents. Each year since 1977, the County has issued tax-exempt TRANs in connection with its cash management program for the upcoming fiscal year. This short-term borrowing program is necessary given that the County receives certain revenues, such as property taxes, on an uneven basis throughout the fiscal year. The proceeds generated from the issuance of TRANs are maintained in a separate fund by the Auditor-Controller utilized on a periodic basis to meet the cash flow needs of the County General Fund. This process will reduce the County's need for internal borrowing during the upcoming fiscal year.

For Fiscal Year 2019-20, the County issued \$700 million of TRANs, which will mature on June 30, 2020. As the impact of the COVID-19 outbreak on the County Budget and related cash flows begins to unfold, we recommend that your Board authorize a maximum principal amount of [\$1,200,000,000] for the 2020-21 TRANs. The increased amount will help mitigate the impact of COVID-19 on the County's cash flows and ensure sufficient cash resources are available to meet the County's potential cash flow requirements during Fiscal Year 2020-21. If the impact of the COVID-19 outbreak on the County's revenues or expenses is greater than currently projected, the TTC may find it necessary to return to your Board with a recommendation to approve the issuance of additional TRANs.

### **Implementation of Strategic Plan Goals**

The recommended action supports County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

### **FISCAL IMPACT/FINANCING**

The borrowing cost of the 2020-21 TRANs will depend on market conditions on the date of the sale. The Resolution provides that the true interest cost of the TRANs shall not exceed five percent (5%). However, based on current market conditions, the estimated borrowing cost is expected to be lower and may result in a true interest cost of approximately two percent (2%).

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County traditionally issues the TRANs as a single series of fixed-rate notes with a one-year final maturity. However, the attached Resolution provides the County with flexibility to issue the 2020-21 TRANs in multiple series with different maturity dates to be utilized as needed in response to continuing market volatility. The maximum maturity of the notes issued will not exceed 15 months as permitted by California Government Code Section 53854. The 2020-21 TRANs will be structured to achieve the lowest cost of borrowing available to the County in the municipal note market on the day of pricing, which is currently scheduled for early June 2020. Proceeds from the sale of the 2020-21 TRANs are expected to be available to the County on July 1, 2020.

Consistent with the County's historical practice, the Treasurer and Tax Collector is recommending a negotiated sale of the 2020-21 TRANs. Based on the results of a competitive solicitation process, JP Morgan was selected as the lead senior managing underwriter, with Wells Fargo appointed to serve as the co-senior manager. Up to four co-managers will be added to the underwriting syndicate for the 2020-21 TRANs prior to the

The Honorable Board of Supervisors  
May 12, 2020  
Page 3

pricing date. County Counsel has selected Orrick Herrington & Sutcliffe LLP and Hawkins, Delafield & Wood to serve as note counsel and disclosure counsel for this transaction, respectively.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The 2020-21 TRANs are issued as part of a cash management program, which has no direct impact on current services. The increased amount of the TRANs is intended to mitigate the impact of the decreases in several key revenue sources and increases in social and health services expenditures resulting from the COVID-19 outbreak on the County's cash flows.

**CONCLUSION**

Upon approval of this Resolution, it is requested that the Executive Officer-Clerk of the Board of Supervisors return two originally executed copies of the adopted Resolution to the Treasurer and Tax Collector (Office of Public Finance).

Respectfully submitted,

KEITH KNOX  
Treasurer and Tax Collector

KK:DW:TG:JP:BS:ad  
doc/2020-21 TRANs BL\_051220

**Attachments**

c: Chief Executive Officer  
Auditor-Controller  
County Counsel  
JP Morgan  
Orrick Herrington & Sutcliffe LLP  
Wells Fargo

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	4/29/2020	
<b>BOARD MEETING</b>	5/12/2020	
<b>DELEGATED AUTHORITY BOARD LETTER</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No RCRC directed Arts and Culture to go the Board.	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All Districts	
<b>DEPARTMENT</b>	Arts and Culture	
<b>SUBJECT</b>	Retroactively Approve Payments to Spirit Awakening Foundation in the amount of \$42,091.55	
<b>PROGRAM</b>	Arts Education – Juvenile Justice	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Arts and Culture has been working with Counsel, ISD and CEO to move the retroactive contract process forward to the Retroactive Contract Review Committee.	
<b>COST &amp; FUNDING</b>	Total cost: \$42,091.55 for services already rendered.	Funding source: The \$42,091.55 will be paid to the Vendor for services rendered; the cost of these services was accounted for in Arts and Culture's FY2019-20 General Fund budget allocation
	TERMS (if applicable): N/A	
	Explanation: Upon Board approval, Arts and Culture will retroactively execute the contract amendment for the work that was completed outside of the initial project scope in the amount of \$42,091.55.	
<b>PURPOSE OF REQUEST</b>	The Los Angeles County Department of Arts and Culture is requesting Board approval to retroactively execute a contract amendment and issue a retroactive payment to Spirit Awakening Foundation (Vendor) in the amount of \$42,091.55 for services provided.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	Over the past three years, Arts and Culture has collaborated with the Los Angeles County Probation Department (Probation) and Juvenile Justice Coordinating Council (JJCC) to implement new models for embedding the arts in juvenile day reporting centers and county continuation schools. This collaboration aims to connect in-school academic learning with out-of-school experiences that allow youth to gain insights and skills in the arts.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>Heather Rigby, Chief Deputy, 213-202-3966, <a href="mailto:HRigby@arts.lacounty.gov">HRigby@arts.lacounty.gov</a></li> <li>Brandon Turner, Administrative Deputy, 213-202-6952, <a href="mailto:BTurner@Arts.lacounty.gov">BTurner@Arts.lacounty.gov</a></li> <li>Megan Moret, Board Liaison, 213-202-5858, <a href="mailto:MMoret@arts.lacounty.gov">MMoret@arts.lacounty.gov</a></li> </ul>	



May 12, 2020



1055 Wilshire Boulevard  
Suite 800  
Los Angeles, CA 90017  
Tel 213.202.5858  
Fax 213.580.0017  
[www.lacountyarts.org](http://www.lacountyarts.org)

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

**RETROACTIVELY APPROVE PAYMENTS TO SPIRIT AWAKENING  
FOUNDATION IN THE AMOUNT OF \$42,091.55  
(ALL DISTRICTS) (3 VOTES)**

Board of Supervisors  
Hilda L. Solis  
Mark Ridley-Thomas  
Sheila Kuehl  
Janice Hahn  
Kathryn Barger

Director  
Kristin Sakoda

Chief Deputy  
Heather Rigby

**SUBJECT**

The Los Angeles County Department of Arts and Culture is requesting Board approval to retroactively execute a contract amendment and issue a retroactive payment to Spirit Awakening Foundation (Vendor) in the amount of \$42,091.55 for services provided.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Retroactively approve a payment to the Vendor in the total amount of \$42,091.55 for services that were conducted during the retroactive period between July 1, 2019 and August 9, 2019.
2. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Arts and Culture staff drafted Amendment #1 to contract #AE-2675 with the Vendor to increase the scope of services for summer arts instruction at New Earth Youth Build, Whittier High School and Frontier Continuation School for the 2018-19 Spirit Awakening Youth Arts Project in coordination with the Probation Department. The original contract amount was for \$285,103 with a term ending June 30, 2019. Amendment #1 was drafted to add to the scope of services, increase the total contract sum by \$178,000, and extend the contract term through December 31, 2019.

Due to administrative error the vendor performed the work at the Probation Department's facility as scheduled but before the amendment was executed.

On August 6, 2019, County Counsel informed Arts and Culture that the contract amendment was not yet signed and was still with County Counsel's office. Upon learning this information, Arts and Culture ordered the vendor to cease work; the vendor had by this time, delivered \$42,091.55 of retroactive services.

**Implementation of Strategic Plan Goals**

Approval of these recommended actions is consistent with the County's Strategic Plan Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 3, Integrated Services Delivery.

**FISCAL IMPACT/FINANCING**

The \$42,091.55 will be paid to the Vendor for services rendered; the cost of these services was accounted for in Arts and Culture's FY2019-20 General Fund budget allocation.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Upon learning of the retroactive situation, Arts and Culture followed the County's retroactive contract reporting procedures and immediately directed the Vendor to cease work. Arts and Culture verified that all work that was completed was done so satisfactorily and there are no disputes with the invoice received from the Vendor.

**CONTRACTING PROCESS**

Upon Board approval, Arts and Culture will retroactively execute the contract amendment for the work that was completed outside of the initial project scope in the amount of \$42,091.55. Arts and Culture will make a presentation to the Retroactive Contract Review Committee (RCRC) to discuss the factors that lead to the retroactive situation and to discuss the Corrective Action Plan (CAP) developed by Arts and Culture to prevent the recurrence of future retroactive contracts. Recommendations made by the RCRC members will be incorporated in the final CAP. Arts and Culture will send a Board memo summarizing the outcome of the RCRC meeting and will attach a copy of the final Corrective Action Plan.

**IMPACT ON CURRENT SERVICES**

There will be no significant impact on current services.

**CONCLUSION**

Upon approval by your Board, Arts and Culture requests the Executive Officer of the Board notify the Arts and Culture Administrative Deputy, Brandon Turner, at (213) 202-6952 when the documents become available.

Should you have any questions, please contact Heather Rigby, Chief Deputy, Arts and Culture, via email at [HRigby@arts.lacounty.gov](mailto:HRigby@arts.lacounty.gov) or (323) 336-3122.

Respectfully submitted,



KRISTIN SAKODA, Director

KS:HR:BT  
Enclosures

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



August 16, 2018

Contract # AE-2675

1055 Wilshire Boulevard  
Suite 800  
Los Angeles, CA 90017  
Tel 213.202.5858  
Fax 213.580.0017  
www.lacountyarts.org

Akuyoe Graham  
Founder/CEO  
Spirit Awakening Foundation  
Post Office Box 11643  
Marina Del Rey, CA 90295

**Board of Supervisors**

Hilda L. Solis  
Mark Ridley-Thomas  
Sheila Kuehl  
Janice Hahn  
Kathryn Barger

**Commissioners**

Eric R. Eisenberg  
President

Helen Hernandez  
Vice President

Constance Jolcuvar  
Secretary

Liane Weintraub  
Executive Committee

Pamela Bright-Moon  
Immediate Past President

Darnella Davidson  
Eric Hanks  
Bettina Korek  
Liz Schindler Johnson  
Alis Clausen Odenthal  
Claire Peeps  
Norma Provencio Pichardo  
David Valdez  
Hope Warschaw  
Rosalind Wyman

Kristin Sakoda  
Executive Director

Dear Ms. Graham:

This letter will serve as a contract by and between the County of Los Angeles ("County"), by and through its Los Angeles County Arts Commission ("LACAC"), 1055 Wilshire Blvd., Suite 800, Los Angeles, California 90017, and Spirit Awakening Foundation ("Consultant"), Post Office Box 11643, Marina Del Rey, CA 90295 for services to be provided as set forth herein:

**Project:** 2018-19 Spirit Awakening Youth Arts Project

**Amount:** The maximum amount payable under the terms of this contract will not exceed two hundred eighty-five thousand one hundred and three dollars (\$285,103).

**Term:** Upon execution of this contract by both parties hereto through June 30, 2019.

**Insurance:** If Consultant will utilize a motor vehicle to perform any portion of the Scope of Work (Exhibit B) evidence of Automobile Insurance which meets or exceeds the California State minimum standards must be received by LACAC prior to the signing of this contract.

It is further agreed that:

1. All information supplied by LACAC to Consultant shall be kept confidential to the extent possible under all applicable laws.
2. Gregg Johnson, Program Manager, will serve as primary contact for the LACAC and Akuyoe Graham, Founder/CEO will serve as the primary contact for Spirit Awakening Foundation.
3. Consultant must submit five (5) billing statements in conjunction with the deliverables detailed in the Scope of Work (Exhibit B). The LACAC will not pay any interest or finance charges on any outstanding balance.

4. Time will be of the essence regarding Consultant's performance of the terms and conditions of this contract.

5. Consultant and LACAC agree that Exhibit A ("Standard Terms and Conditions, Los Angeles County Arts Commission Consultant Agreement"), Exhibit B ("Scope of Work") Exhibit C ("Invoice Worksheets") are attached hereto and are incorporated as part of this contract. Consultant represents that it has read and understands the terms and conditions set forth in this contract, including those set forth in Attachments A-C hereto.

6. Consultant agrees to perform all the terms and conditions of this contract and provide all of the deliverable described in this contract, including but not limited to those in Exhibit B ("Scope of Work"), in a manner acceptable to LACAC.

7. LACAC, in its sole discretion, shall determine when a task or deliverable required under this contract has been acceptably completed by the Consultant. The County shall have no obligation to pay for deliverables LACAC deems unacceptable. In the event LACAC determines that a deliverable is unacceptable for any reason, LACAC will promptly notify the Consultant of LACAC's determination, along with an explanation of the reasons why the deliverable is unacceptable based on the terms and parameters set forth in the Agreement. Consultant must promptly correct any deficiencies with a deliverable which LACAC determines in its reasonable discretion is unacceptable. LACAC will have no obligation to pay for any part or the whole of a deliverable it has determined is unacceptable in accordance with this paragraph.


8. This contract may be terminated for convenience at any time, for any reason, or for no stated reason, by either LACAC or the Consultant upon fifteen (15) calendar days written notice sent to the other party, care of the address listed above. Upon sending or receipt of a notice of termination, the Consultant must cease all work and incur no additional costs or expenses except as reasonably necessary to wind down and terminate its services hereunder. Any reasonably necessary expense or costs incurred by the Consultant in the course of winding down the contract will be reimbursed to Consultant. Subject to the foregoing, in the event of termination, the Consultant will be paid for all work performed as of the effective date of termination.

9. In the event of a dispute, a court must not construe this contract for or against either party based on which party drafted the contract.

10. Ownership of Deliverables: All deliverables required pursuant to this contract, including, but not limited to, any and all designs, sketches, drawings, graphics, displays, still images, moving images, videos, music, computer files, and/or data, shall be the sole and exclusive property of Los Angeles County. Consultant acknowledges that all services Consultant provides under this contract are provided as independent contractor or work-for-hire basis. Copyright in any work resulting from the performance of the services under this contract shall vest and be held in the name of Los Angeles County. Consultant may retain and use copies of the students' work for archival and promotional purposes.

**IN WITNESS WHEREOF**, the County of Los Angeles and the Licensee have caused this Agreement to be executed on their behalf by their duly authorized representatives.

**COUNTY OF LOS ANGELES**

By:   
Kristin Sakoda, Executive Director  
Los Angeles County Arts Commission

Date: 9/12/18

**CONSULTANT**

By: **Signature:** Akuyoe Graham  
Akuyoe Graham (Sep 4, 2018)  
**Email:** akuyoe@akuyoe.com  
**Title:** Founder/CEO

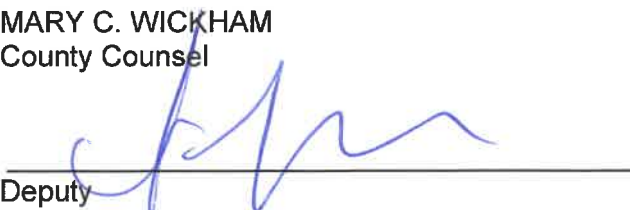
Date: Sep 4, 2018

By: **Signature:**  
**Email:** bert.christian1@gmail.com  
**Title:**

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MARY C. WICKHAM  
County Counsel

By:   
Deputy

IN WITNESS WHEREOF, the County of Los Angeles and the Licensee have caused this Agreement to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

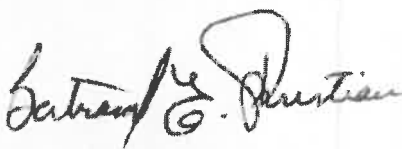

By: \_\_\_\_\_  
Kristin Sakoda, Executive Director  
Los Angeles County Arts Commission

Date: \_\_\_\_\_

CONSULTANT

By: Signature: \_\_\_\_\_  
Email: akuyoe@akuyoe.com  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: Signature:   
Email: bert.christian1@gmail.com  
Title: 

Date: 09/04/18

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Deputy

**Exhibit B**  
**Scope of Work**  
**2018-2019 Spirit Awakening Youth Arts Project**

**Background**

The Los Angeles County Arts Education Collective, formerly Arts for All, partners with Los Angeles County school districts to ensure the arts are included as a core part of K-12 public education. The goal is to strengthen and sustain high quality arts education in all schools, thereby preparing all LA County students for college and the 21st century workforce. There are currently 68 school districts and five charter school networks participating in the initiative. The Arts Ed Collective was established in 2002 by the Los Angeles County Board of Supervisors, and is implemented as a partnership between the Los Angeles County Office of Education and the Los Angeles County Arts Commission (LACAC).

**Overview**

Over the past two years, the LACAC has collaborated with the Los Angeles County Probation Department (Probation) and Juvenile Justice Coordinating Council (JJCC) to implement new models for embedding the arts in juvenile day reporting centers and county continuation schools. This collaboration aims to connect in-school academic learning with out-of-school experiences that allow youth to gain insights and skills in the arts. These projects require youth to work individually and in teams to create original works of art; they discover new avenues for self-expression, build self-sufficiency and collaboration skills, and recognize potential pathways to viable careers in the arts.

Building upon this successful collaboration, LACAC and the JJCC will work with Spirit Awakening Foundation (SAF) to deliver arts instruction during the 2018-19 school year to high school aged youth. Implementation will focus on juvenile justice reform and align with Project Based Learning, as determined by administrators or instructional leaders at each site.

**Project Description**

Under the direction of the LACAC, highly-qualified teaching artists from SAF will provide instruction in visual art, creative writing, and theatre for youth at three locations. Beginning upon the execution of this contract and extending through June 2019, arts instruction will be provided during the school day and/or through extended instruction in after school hours and on weekends as determined by the needs of each location. Pending Probation approval and referrals from probation officers at each site, locations may include:

- New Earth Youth Build (Culver City)
- Whittier High School (Whittier)
- Frontier Continuation School (Whittier)

Consultant will provide two (2) semesters of arts instruction at each location as follows:

- Up to seventy four (74) days of instruction at each site in visual art, creative writing and theatre scheduled over no more than thirty seven (37) weeks
- Up to three days of arts instruction and mentoring per week
- On-site performances/exhibitions and/or field trips to arts and cultural venues
- At least one demonstration of student learning at each site through performance or exhibition of work, per semester
- Group instruction serving up to 30 youth per session

Each semester of instruction will include:

- 5 hours of arts instruction and mentorship per week led by a Lead Artist/ Program Facilitator
- 3 hours of mentorship per week provided by an Alumni/ Mentor Facilitator
- Hot meals, performance stipends and financial aid provided for students
- Visual art/ program supplies
- 2 field trips per month including tickets and transportation
- Work products created by students that will remain at each site as evidence of student learning
- Curriculum that is designed to build life-skills and career readiness
- Curriculum that is aligned with established principles, themes and goals as determined in collaboration with site administrators

Project management will include:

- Consultant will schedule and complete project planning meetings at each site prior to the launch of the fall, spring and summer semesters. LACAC will be notified of meeting date, time and location in a timely manner to enable participation.
- Documentation of participant attendance at each workshop at each site using the Workshop Sign-in Sheet template provided by LACAC. Upon LACAC request, Consultant will submit completed Workshop Sign-in Sheets as additional support documentation.
- Probation will be provided with a monthly record of participants receiving services
- Consultant will attend debrief meetings with LACAC.

### **Credit and Acknowledgement**

Consultant will acknowledge the 2018-2019 Spirit Awakening Youth Arts Project ("Project") as follows:

*The 2018-2019 Spirit Awakening Youth Art Project is a partnership between the Los Angeles County Probation Department, the Los Angeles County Arts Commission and the Spirit Awakening Foundation.*

- Consultant will include the above acknowledgement and the LACAC logo on all Project digital and print communications, promotional and product materials. The LACAC logo must be no smaller than one half inch in width, no smaller than the Consultant logo, and be placed as a standalone. Consultant will submit all digital and print materials featuring the LACAC logo to the LACAC's Director of Communications and Marketing for review and approval before finalizing, printing or distributing.
- Consultant will include the above acknowledgement and the LACAC logo on all Project web pages and will hyperlink the LACAC logo to [www.lacountyarts.org](http://www.lacountyarts.org).
- Consultant will include the above acknowledgement and the LACAC logo on all Project email blasts.
- Consultant will verbally share the above acknowledgement in all events and presentations of the Project.
- Consultant will include the above acknowledgement on all student work products to remain at each facility,
- Consultant will include the above acknowledgement in all press materials and releases. Consultant will submit draft press releases announcing the Project to the LACAC's Director of Communications and Marketing for review and approval before finalizing or distributing the release.
- Consultant will provide a minimum of 48 hours notice for review and approval of credit and acknowledgment in all digital and print communications, promotional, press and product materials.
- This provision shall survive termination or expiration of this Agreement.



## Reporting

The submission of the following documents is required, in accordance with the deliverables and payment schedule below.

- Project Contact List –documentation of the artists and administrators for each site on a template provided by LACAC
- Schedule of Services – documentation of the confirmed workshop schedule for each site on a template provided by LACAC. Revised schedules must be submitted to LACAC immediately.
- Invoice Worksheet – documentation of the actual services delivered on a template provided by LACAC (Exhibit C)
- CBO Monthly Service Delivery Form – documentation of student participants submitted to LACAC on a template provided by Probation

Interim and final reports must be submitted to LACAC on a template provided by LACAC in accordance with the deliverables and payment schedule below. Reports will include but are not limited to a written narrative summarizing instruction provided at each site, the successes and challenges of the project, and recommendations for improvement and participation data. Work documentation will include but is not limited to:

- A summary of the artists' evaluations from all sites
- Curriculum (curriculum map or individual lesson plans) for instruction provided at each site
- Copies of student work products
- Documentation of any press or media coverage that featured this project

Payments are contingent upon acceptable completion of all deliverables and a final debrief meeting with LACAC.

## Deliverables and Payment Schedule

The following table provides the deliverables for the scope of work. Invoicing and payment will follow the successful completion of work as stated. Payments will be prorated based upon the number of sessions delivered per cycle. All services must be delivered within the dates of the cycle as shown below.

*Invoices should be calculated using the Invoice Worksheet (exhibit C) and should include the number of sessions provided at each location. LACAC may provide written extensions of deadlines at its discretion.*

Description of Services	Deadline	Payments
Consultant will: <ul style="list-style-type: none"> <li>• Attend a project orientation and planning meeting with LACAC Staff</li> </ul>	Upon submission of signed contract	Upon acceptable completion of services delivered, as approved by LACAC, submit invoice #1 for <b>\$28,511</b>

FALL SEMESTER, 15 WEEKS		
<p>Consultant will:</p> <ul style="list-style-type: none"> <li>• Hold project planning meetings at each site</li> </ul> <p>Consultant will submit to LACAC:</p> <ul style="list-style-type: none"> <li>• Project Contact List for each site</li> <li>• Schedule of Services for the fall semester at each site</li> <li>• Proposed curriculum for each site</li> <li>• Probation referral forms for every participant</li> </ul>	October 1, 2018	
<p>Consultant will submit to LACAC:</p> <ul style="list-style-type: none"> <li>• Invoice Worksheet for each site (exhibit C)</li> <li>• Attendance Logs for each site</li> <li>• CBO Monthly Service Delivery Forms for each site</li> </ul>	November 23, 2018	Upon acceptable completion of services delivered, as approved by LACAC, submit invoice #2 for <b>up to \$52,012</b>
<p>Consultant will submit to LACAC:</p> <ul style="list-style-type: none"> <li>• Invoice Worksheet for each site (exhibit C)</li> <li>• Attendance Logs for each site</li> <li>• CBO Monthly Service Delivery Forms for each site</li> </ul> <p>Consultant will submit to LACAC an interim report, on a template provided by LACAC to include:</p> <ul style="list-style-type: none"> <li>• A written narrative of the successes and challenges across all sites, as well as recommendations for improvement</li> <li>• Participation data</li> <li>• A summary of the artists' evaluations from all sites</li> <li>• The final curriculum (curriculum map or individual lesson plans) for instruction provided at each site in the fall semester</li> <li>• Copies of student work products from the fall semester that will remain at each location</li> <li>• Documentation of any press or media coverage that featured this project</li> </ul>	December 21, 2018	Upon acceptable completion of services delivered, as approved by LACAC, submit invoice #3 for <b>up to \$52,012</b>
SPRING SEMESTER, 22 WEEKS		
<p>Consultant will:</p> <ul style="list-style-type: none"> <li>• Hold project planning meetings at each site</li> </ul> <p>Consultant will submit to LACAC:</p> <ul style="list-style-type: none"> <li>• Project Contact List for each site</li> <li>• Proposed curriculum for each site</li> <li>• Schedule of Services for the spring semester at each site</li> </ul>	January 11, 2019	

Consultant will submit to LACAC: <ul style="list-style-type: none"> <li>• Invoice Worksheet for each site (exhibit C)</li> <li>• Attendance Logs for each site</li> <li>• CBO Monthly Service Delivery Forms for each site</li> </ul>	March 30, 2019	Upon acceptable completion of services delivered, as approved by LACAC, submit invoice #4 for up to <b>\$76,284</b>
Consultant will submit to LACAC: <ul style="list-style-type: none"> <li>• Invoice Worksheet for each site (exhibit C)</li> <li>• Attendance Log for each site</li> <li>• CBO Monthly Service Delivery Forms for each site</li> </ul> Consultant will submit to LACAC a Final Report, on a template provided by LACAC to include: <ul style="list-style-type: none"> <li>• A written narrative of the successes and challenges across both semesters, as well as recommendations for improvement</li> <li>• Participation data</li> <li>• A summary of the artists' evaluations from all sites</li> <li>• The final curriculum (curriculum map or individual lesson plans) for instruction provided at each site in the spring semester</li> <li>• Copies of student work products from spring semester that will remain at each location</li> <li>• Documentation of any press or media coverage that featured this project</li> </ul> Consultant will attend a debrief meeting with LACAC.	June 15, 2019	Upon acceptable completion of services delivered, as approved by LACAC, submit invoice #5 for up to <b>\$76,284</b>
<b>TOTAL</b>		<b>\$285,103</b>



June 18, 2019

1055 Wilshire Boulevard  
Suite 800  
Los Angeles, CA 90017  
Tel 213.202.5858  
Fax 213.580.0017  
[www.lacountyarts.org](http://www.lacountyarts.org)

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Executive Director

**AMENDMENT NO.1  
TO AGREEMENT #AE- 2675,  
2018-19 Spirit Awakening Youth Arts Project**

This document constitutes Amendment No. 1 to the Agreement AE-2675 dated August 16, 2018 by and between the County of Los Angeles ("County"), by and through its Los Angeles County Arts Commission ("LACAC") and the Spirit Awakening Foundation ("Consultant") for the 2018-19 Spirit Awakening Youth Arts Project.

**1. A Purpose**

The purpose of this Amendment No.1 is to extend the term of the contract, add services to the Scope of Work, and attach and incorporate Exhibit D ("Planning Documents") and Exhibit E ("Clearance Procedures").

**2. Term**

The term of this contract will begin when the contract is signed by both parties and it will extend to December 31, 2019.

**3. Amount**

The maximum amount payable under the terms of this contract will not exceed four hundred sixty-three thousand, one hundred three dollars (\$463,103).

**4. Scope of Work**

Exhibit B, Scope of Work is deleted in its entirety and replaced with an updated Scope of Work to reflect the addition of instructional services due to the expansion project (attached hereto and incorporated by this reference).

Except as set forth herein, all terms and provisions of the Agreement remain in force and effect in accordance with their terms.

**IN WITNESS WHEREOF**, the County of Los Angeles and the Licensee have caused this Agreement to be executed on their behalf by their duly authorized representatives.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Kristin Sakoda, Executive Director  
Los Angeles County Arts Commission

Date: \_\_\_\_\_

**CONSULTANT**

**Signature:** Akuyoe Graham  
Akuyoe Graham (Jun 19, 2019)  
**Email:** akuyoe@akuyoe.com  
**Title:** Founder/CEO

Jun 19, 2019  
Date: \_\_\_\_\_

**Signature:** Bertrand E. Christian  
Bertrand E. Christian (Jun 19, 2019)  
**Email:** bert.christian1@gmail.com  
**Title:** Treasurer

Jun 19, 2019  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Deputy

**Exhibit B**  
**Scope of Work**  
**2018-2019 Spirit Awakening Youth Arts Project**

**Background**

The Los Angeles County Arts Education Collective, formerly Arts for All, partners with Los Angeles County school districts to ensure the arts are included as a core part of K-12 public education. The goal is to strengthen and sustain high quality arts education in all schools, thereby preparing all LA County students for college and the 21st century workforce. There are currently 68 school districts and five charter school networks participating in the initiative. The Arts Ed Collective was established in 2002 by the Los Angeles County Board of Supervisors, and is implemented as a partnership between the Los Angeles County Office of Education and the Los Angeles County Arts Commission (LACAC).

**Overview**

Over the past two years, the LACAC has collaborated with the Los Angeles County Probation Department (Probation) and Juvenile Justice Coordinating Council (JJCC) to implement new models for embedding the arts in juvenile day reporting centers and county continuation schools. This collaboration aims to connect in-school academic learning with out-of-school experiences that allow youth to gain insights and skills in the arts. These projects require youth to work individually and in teams to create original works of art; they discover new avenues for self-expression, build self-sufficiency and collaboration skills, and recognize potential pathways to viable careers in the arts.

Building upon this successful collaboration, LACAC and the JJCC will work with Spirit Awakening Foundation (hereinafter referred to as 'Consultant') to deliver arts instruction during the 2018-19 school year and through December 2019 to high school aged youth. Implementation will focus on juvenile justice reform and align with Project Based Learning, as determined by administrators or instructional leaders at each site.

**Project Description**

Under the direction of the LACAC, highly-qualified teaching artists from Consultant will provide instruction in visual art, creative writing, and theatre for youth at up to four locations. Beginning upon the execution of this contract and extending through December 2019, arts instruction will be provided during the school day and/or through extended instruction in after school hours and on weekends as determined by the needs of each location. Pending Probation approval and referrals from probation officers at each site, locations may include but are not limited to:

- New Earth Youth Build (Culver City)
- Whittier High School (Whittier)
- Frontier Continuation School (Whittier)

Consultant will provide four (4) semesters of arts instruction at each location as follows:

- Up to one hundred twenty (120) days of instruction at each site in visual art, creative writing and theatre scheduled over no more than sixty (60) weeks
- Up to four days of arts instruction and mentoring per week
- On-site performances/exhibitions and/or field trips to arts and cultural venues
- At least one demonstration of student learning at each site through performance or exhibition of work, per semester
- Group instruction serving up to 30 youth per session

Each semester of instruction will include:

- 5 hours of arts instruction and mentorship per week led by a Lead Artist/ Program Facilitator
- 3 hours of mentorship per week provided by an Alumni/ Mentor Facilitator
- Hot meals, performance stipends and financial aid provided for students
- Visual art/ program supplies
- 2 field trips per month including tickets and transportation
- Work products created by students that will remain at each site as evidence of student learning
- Curriculum that is designed to build life-skills and career readiness
- Curriculum that is aligned with established principles, themes and goals as determined in collaboration with site administrators

Project management will include:

- Consultant will schedule and complete project planning meetings at each site prior to the launch of the fall, spring and summer semesters. LACAC will be notified of meeting date, time and location in a timely manner to enable participation.
- Documentation of participant attendance at each workshop at each site using the Workshop Sign-in Sheet template provided by LACAC. Upon LACAC request, Consultant will submit completed Workshop Sign-in Sheets as additional support documentation.
- Probation will be provided with a monthly record of participants receiving services
- Consultant will attend debrief meetings with LACAC.

### **Credit and Acknowledgement**

Consultant will acknowledge the 2018-2019 Spirit Awakening Youth Arts Project ("Project") as follows:

*The Spirit Awakening Youth Art Project is a partnership between the Los Angeles County Probation Department, the Los Angeles County Arts Commission and the Spirit Awakening Foundation.*

- Consultant will include the above acknowledgement and the LACAC logo on all Project digital and print communications, promotional and product materials. The LACAC logo must be no smaller than one half inch in width, no smaller than the Consultant logo, and be placed as a standalone. Consultant will submit all digital and print materials featuring the LACAC logo to the LACAC's Director of Communications and Marketing for review and approval before finalizing, printing or distributing.
- Consultant will include the above acknowledgement and the LACAC logo on all Project web pages and will hyperlink the LACAC logo to [www.lacountyarts.org](http://www.lacountyarts.org).
- Consultant will include the above acknowledgement and the LACAC logo on all Project email blasts.
- Consultant will verbally share the above acknowledgement in all events and presentations of the Project.
- Consultant will include the above acknowledgement on all student work products to remain at each facility,
- Consultant will include the above acknowledgement in all press materials and releases. Consultant will submit draft press releases announcing the Project to the LACAC's Director of Communications and Marketing for review and approval before finalizing or distributing the release.
- Consultant will provide a minimum of 48 hours notice for review and approval of credit and acknowledgment in all digital and print communications, promotional, press and product materials.
- This provision shall survive termination or expiration of this Agreement.

### **Reporting and Documentation**

The submission of the following documents is required for all services, in accordance with the Deliverables and Payment Schedule below.

- Project Contact List – documentation of the community artists and probation personnel is submitted for each site on a template provided by LACAC to be completed at initial planning meeting
- Schedule of Services – documentation of the confirmed workshop schedule is submitted for each site on a template provided by LACAC and to be completed at initial planning meeting. Revised schedules must be submitted to LACAC immediately
- Invoice Worksheet – documentation of the actual services delivered is submitted on a template provided by LACAC (Exhibit C)
- Consultant will schedule and complete project planning meetings at each site prior to the launch of the each module. LACAC will be included in communication efforts to schedule meetings and will be notified of confirmed meeting dates, times and locations in a timely manner to enable participation. Consultant agrees to comply with directives as listed in Exhibit D, Planning Guidelines.
- Documentation of participant attendance will include an attendance log for each site and the Workshop Sign-in Sheet for each workshop on a template provided by LACAC. Upon LACAC request, Consultant will submit completed Workshop Sign-in Sheets as additional support documentation.
- Consultant will provide requests for LiveScan and Provisional Clearance requests in a timely manner and agrees to comply with guidelines as described in Attachment E, Clearance Procedures.
- Attendance Log – documentation of student participation is submitted per workshop for each site on a template provided by LACAC
- Photographic Documentation of Student Work – Consultant will provide high resolution photographic images in digital format of students engaged in art-making and/or student work

If a permanent arts installation is planned for a site it should be noted on the submitted Schedule of Services template provided by LACAC. Detailed renderings of the design and content must be submitted for approval by Probation along with the Permanent Installation Design Approval template provided by LACAC. Approved renderings and signed approval form must be promptly reported to LACAC.

Interim and final reports must be submitted to LACAC on a template provided by LACAC in accordance with the deliverables and payment schedule below. Reports will include but are not limited to a written narrative summarizing instruction provided at each site, the successes and challenges of the project, and recommendations for improvement and participation data. Work documentation will include but is not limited to:

- A summary of the artists' evaluations from all sites
- Curriculum (curriculum map or individual lesson plans) for instruction provided at each site
- Copies of student work products
- Documentation of any press or media coverage that featured this project

Payments are contingent upon acceptable completion of all deliverables and a final debrief meeting with LACAC.

### **Deliverables and Payment Schedule**

The following table provides the deliverables for the scope of work. Invoicing and payment will follow the successful completion of work as stated.



Payments will be prorated based upon the number of sessions delivered per cycle. All services must be delivered within the dates of the cycle as shown below.

*Invoices should be calculated using the Invoice Worksheet (exhibit C) and should include the number of sessions provided at each location. LACAC may provide written extensions of deadlines at its discretion.*

Description of Services	Deadline	Payments
Consultant will: <ul style="list-style-type: none"> <li>Attend a project orientation and planning meeting with LACAC Staff</li> </ul>	Upon submission of signed contract	Upon acceptable completion of services delivered, as approved by LACAC, submit invoice #1 for <b>\$28,511</b>
<b>FALL SEMESTER, 15 WEEKS</b>		
Consultant will: <ul style="list-style-type: none"> <li>Hold project planning meetings at each site</li> </ul> Consultant will submit to LACAC: <ul style="list-style-type: none"> <li>Project Contact List for each site</li> <li>Schedule of Services for the fall semester at each site</li> <li>Proposed curriculum for each site</li> <li>Probation referral forms for every participant</li> </ul>	October 1, 2018	
Consultant will submit to LACAC: <ul style="list-style-type: none"> <li>Invoice Worksheet for each site (exhibit C)</li> <li>Attendance Logs for each site</li> <li>CBO Monthly Service Delivery Forms for each site</li> </ul>	November 23, 2018	Upon acceptable completion of services delivered, as approved by LACAC, submit invoice #2 for <b>up to \$52,012</b>
Consultant will submit to LACAC: <ul style="list-style-type: none"> <li>Invoice Worksheet for each site (exhibit C)</li> <li>Attendance Logs for each site</li> <li>CBO Monthly Service Delivery Forms for each site</li> </ul> Consultant will submit to LACAC an interim report, on a template provided by LACAC to include: <ul style="list-style-type: none"> <li>A written narrative of the successes and challenges across all sites, as well as recommendations for improvement</li> <li>Participation data</li> <li>A summary of the artists' evaluations from all sites</li> <li>The final curriculum (curriculum map or individual lesson plans) for instruction provided at each site in the fall semester</li> <li>Copies of student work products from the fall semester that will remain at each location</li> <li>Documentation of press or media coverage</li> </ul>	December 21, 2018	Upon acceptable completion of services delivered, as approved by LACAC, submit invoice #3 for <b>up to \$52,012</b>

SPRING SEMESTER, 22 WEEKS		
<p>Consultant will:</p> <ul style="list-style-type: none"> <li>• Hold project planning meetings at each site</li> </ul> <p>Consultant will submit to LACAC:</p> <ul style="list-style-type: none"> <li>• Project Contact List for each site</li> <li>• Proposed curriculum for each site</li> <li>• Schedule of Services for the spring semester at each site</li> </ul>	January 11, 2019	
<p>Consultant will submit to LACAC:</p> <ul style="list-style-type: none"> <li>• Invoice Worksheet for each site (exhibit C)</li> <li>• Attendance Logs for each site</li> <li>• CBO Monthly Service Delivery Forms for each site</li> </ul>	March 30, 2019	Upon acceptable completion of services delivered, as approved by LACAC, submit invoice #4 for up to <b>\$76,284</b>
<p>Consultant will submit to LACAC:</p> <ul style="list-style-type: none"> <li>• Invoice Worksheet for each site (exhibit C)</li> <li>• Attendance Log for each site</li> <li>• CBO Monthly Service Delivery Forms for each site</li> </ul> <p>Consultant will submit to LACAC a Final Report, on a template provided by LACAC to include:</p> <ul style="list-style-type: none"> <li>• A written narrative of the successes and challenges across both semesters, as well as recommendations for improvement</li> <li>• Participation data</li> <li>• A summary of the artists' evaluations from all sites</li> <li>• The final curriculum (curriculum map or individual lesson plans) for instruction provided at each site in the spring semester</li> <li>• Copies of student work products from spring semester that will remain at each location</li> <li>• Documentation of any press or media coverage that featured this project</li> </ul> <p>Consultant will attend a debrief meeting with LACAC.</p>	June 15, 2019	Upon acceptable completion of services delivered, as approved by LACAC, submit invoice #5 for up to <b>\$76,284</b>
SUMMER SEMESTER 2019, 8 WEEKS		
<p>Consultant will:</p> <ul style="list-style-type: none"> <li>• Hold project planning meetings at each site</li> </ul> <p>Consultant will submit to LACAC:</p> <ul style="list-style-type: none"> <li>• Project Contact List for each site</li> <li>• Schedule of Services for the fall semester at each site</li> <li>• Proposed curriculum for each site</li> <li>• Probation referral forms for every participant</li> </ul>	July 8, 2019	

Consultant will submit to LACAC:		
<ul style="list-style-type: none"> <li>• Invoice Worksheet for each site (exhibit C)</li> <li>• Attendance Logs for each site</li> <li>• CBO Monthly Service Delivery Forms for each site</li> </ul>	August 2, 2019	Upon acceptable completion of services delivered, as approved by LACAC, submit invoice #6 for up to \$30,500
<p>Consultant will submit to LACAC:</p> <ul style="list-style-type: none"> <li>• Invoice Worksheet for each site (exhibit C)</li> <li>• Attendance Logs for each site</li> <li>• CBO Monthly Service Delivery Forms for each site</li> </ul> <p>Consultant will submit to LACAC an interim report, on a template provided by LACAC to include:</p> <ul style="list-style-type: none"> <li>• A written narrative of the successes and challenges across all sites, as well as recommendations for improvement</li> <li>• Participation data</li> <li>• A summary of the artists' evaluations from all sites</li> <li>• The final curriculum (curriculum map or individual lesson plans) for instruction provided at each site in the fall semester</li> <li>• Copies of student work products from the fall semester that will remain at each location</li> <li>• Documentation of press or media coverage</li> </ul>	August 30, 2019	Upon acceptable completion of services delivered, as approved by LACAC, submit invoice #7 for up to \$30,500
<b>FALL SEMESTER 2019, 15 WEEKS</b>		
<p>Consultant will:</p> <ul style="list-style-type: none"> <li>• Hold project planning meetings at each site</li> </ul> <p>Consultant will submit to LACAC:</p> <ul style="list-style-type: none"> <li>• Project Contact List for each site</li> <li>• Schedule of Services for the fall semester at each site</li> <li>• Proposed curriculum for each site</li> <li>• Probation referral forms for every participant</li> </ul>	August 30, 2019	
<p>Consultant will submit to LACAC:</p> <ul style="list-style-type: none"> <li>• Invoice Worksheet for each site (exhibit C)</li> <li>• Attendance Logs for each site</li> <li>• CBO Monthly Service Delivery Forms for each site</li> </ul>	November 1, 2019	Upon acceptable completion of services delivered, as approved by LACAC, submit invoice #8 for up to \$58,500
<p>Consultant will submit to LACAC:</p> <ul style="list-style-type: none"> <li>• Invoice Worksheet for each site (exhibit C)</li> <li>• Attendance Logs for each site</li> <li>• CBO Monthly Service Delivery Forms for each site</li> </ul>	December 17, 2019	Upon acceptable completion of services delivered, as approved by LACAC, submit invoice #9 for up to \$58,500

<p>Consultant will submit to LACAC an interim report, on a template provided by LACAC to include:</p> <ul style="list-style-type: none"> <li>• A written narrative of the successes and challenges across all sites, as well as recommendations for improvement</li> <li>• Participation data</li> <li>• A summary of the artists' evaluations from all sites</li> <li>• The final curriculum (curriculum map or individual lesson plans) for instruction provided at each site in the fall semester</li> <li>• Copies of student work products from the fall semester that will remain at each location</li> <li>• Documentation of any press or media coverage that featured this project</li> </ul>		
<b>TOTAL</b>		<b>\$463,103</b>

# INVOICE

**From:**

## Spirit Awakening Foundation

Post Office Box 11643

Marina Del Rey, CA 90295

866.456.8002

Invoice For: **LACAC**

1055 Wilshire Blvd

Suite 800

LA CA. 90017

Invoice ID

SAF1807

Invoice Date

8/30/2019

Due Date

8/30/2019

## Terms

Due upon receipt

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
2018-19 Spirit Awakening Youth Arts Project -Summer Semester For remaining Frontier and Whittier summer sessions and Camp Scott Freedom School mural.	1.00	\$42,091.55	\$42,091.55
AMOUNT DUE			\$42,091.55

**Notes: This invoice is for the remaining Frontier and Whittier summer sessions and Camp Scott Freedom School mural.**

"Building Character, Raising Self-Esteem, One Child At A Time..."

Post Office Box 11643 Marina Del Rey, CA 90295

www.spiritawakening.org   info@spiritawakening.org   Tel: [866.456.8002](tel:866.456.8002)

**RETROACTIVE CONTRACTS REPORTING FORM**  
**CORRECTIVE ACTION PLAN- DRAFT**

**ATTACHMENT II**

Department: Arts and Culture  
FY 2019-2020

Vendor: Spirit Awakening Foundation

Root Causes	Corrective Action Plan
<p>Root Cause- Administrative error and failure of IT applications that allow staff to track the status of their contracts.</p>	<ul style="list-style-type: none"><li>- <u>Mitigate retroactivity.</u> Upon being informed that the amendment had not been signed by County Counsel and returned for final execution, Arts and Culture staff immediately worked with the vendor and County Counsel to draft and execute a contract for proactive services that were included in the unsigned amendment. The new contract, AE-4218 with the Spirit Awakening Foundation was executed on September 4, 2019. This action prevented any further programming after August 9, 2019 to be subject to retroactivity. COMPLETED 9/4/19.</li><li>- <u>Establish temporary system for tracking contract routing and execution status.</u> While the databases were being repaired, Arts and Culture's Administrative Deputy created a temporary new tracking system for contracts to ensure that no other retroactive contract issues would arise. Staff were instructed on use of the system to track routed contracts to Counsel. COMPLETED 08/15/19</li><li>- <u>Repair contract database.</u> Databases for all fiscal tracking, including contracts, were repaired by Arts and Culture's Information Technology Manager and were in operation by December 31, 2019. COMPLETED 12/31/19</li><li>- <u>Strengthen systems to prevent future retroactivity.</u> Arts and Culture administrative unit will generate and review a monthly report on all contracts that are sunseting within 90 days of the report date, work with program staff to determine if contract deliverable dates are on schedule and if any actions are</li></ul>

	<p>needed to extend, amend, or otherwise modify the contract terms. Several staff in the administrative unit will be trained on this process to ensure that it takes place in the case of staff being out of office. Also, Arts and Culture will rebuild contract tracking database to make it more stable and less likely to lose function in future operating system transitions.</p>
Start and completion dates of the Corrective Action Plan	<p>Plan Development</p> <ul style="list-style-type: none"> <li>• Start date: August 6, 2019</li> <li>• Completion Date: December 31, 2020</li> </ul>
Responsible person for the Corrective Action Plan	Heather Rigby, Chief Deputy
Lessons learned as a result of the situation	<p>Loss of access to contract tracking database and email systems during the transition to a department created significant challenges which lead to this retroactive issue. However, important lessons and vulnerabilities were identified, all of which Arts and Culture is actively addressing:</p> <ul style="list-style-type: none"> <li>- Contracting activities are decentralized and spread out amongst many program staff; to prevent retroactivity risks in the future, Arts and Culture Administrative Deputy will generate and review monthly reports of all contract activities to anticipate sunseting contracts that require actions to extend or amend services. Arts and Culture has also drafted new contract signature procedures to make clear to staff the length of time needed for routing and approval to County Counsel and the Department Director so that staff can build that timeline into their processes and ensure contracts and amendments are fully executed well before the work is set to start.</li> <li>- Communications with vendors/service providers must more clearly instruct that no services are to be provided until the vendor/service provider has a fully-executed agreement in their possession. The contractor and any subcontractors they engage to fulfill their contractual</li> </ul>

	<p>obligations must be able to produce the fully executed agreement at the request of any County Department staff for which they provide services. This language will be added to Arts and Culture's contract templates.</p> <ul style="list-style-type: none"><li>- Arts and Culture's administrative tracking systems (which have become critical to operations) are vulnerable to operating system transitions; to reduce the risk of losing access to these systems, Arts and Culture is planning to rebuild them in a more stable platform. The IT Manager will make recommendations and provide a schedule by which this will be completed by close of calendar year 2020.</li></ul>
How the Corrective Action Plan effectiveness will be measured	<p>Effectiveness of the plan will be measured by:</p> <ul style="list-style-type: none"><li>- Arts and Culture Administrative Deputy will monitor contract compliance with critical dates and oversee monthly contract review and assessment of sunseting contracts. Implementation of these efforts will work to eliminate retroactive risks in the future.</li></ul>