



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI
Chief Executive Officer

DATE: August 26, 2020
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: (415)655-0001**
TELECONFERENCE ID: 927075833

To join via phone, dial 1(415)655-0001, then press 927075833# , 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:
COUNTYWIDE CLASSIFICATIONS TO IMPLEMENT THE SEPTEMBER 15, 2020 ADOPTED BUDGET ALLOCATION BOARD LETTER (FISCAL YEAR 2020-21)
CEO/ CLASSIFICATION – Irish Wong, Principal Analyst
 - B) Board Letter:
SUNQUEST-SOLE SOURCE AGREEMENT FOR LABORATORY INFORMATION SYSTEM SERVICES
DPH – David Cardenas, Chief Information Officer
 - C) Board Letter:
SOLE SOURCE CONTRACT WITH LEXISNEXIS VITALCHECK NETWORK INC. FOR RECORDS PAYMENT AND PROCESSING SYSTEM
DPH – David Cardenas, Chief Information Officer

CONTINUED ON PAGE 2

- D) Board Letter:
SOLE SOURCE AGREEMENT EXTENSION WITH RTZ ASSOCIATES,
INC. FOR AREA AGENCY ON AGING GETCARE SYSTEM
WDACS – Mike Agostinelli, Information Technology Manager I
- E) Board Letter:
INCIDENTAL EXPENSE ORDINANCE CHANGES
AUDITOR/CONTROLLER – Mike Pirolo, Division Chief and
Zoran Penich, Chief Accountant-Auditor
- F) Board Letter:
ANNUAL STATEMENT OF THE WILLIAM S. HART ENDOWMENT AND
INCOME FUNDS
AUDITOR/CONTROLLER – Elaine Boyd, Division Chief

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

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

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

LACDA – CONTRACT AMENDMENT WITH MYTHICS, INC.

LASD – EXISTING SOLE SOURCE CONTRACT EXTENSION WITH
SENTINEL FOR OFFENDER MONITORING SYSTEMS SERVICES

LASD – SOLE SOURCE AMENDMENT WITH CONDUENT STATE AND
LOCAL SOLUTIONS, INC.

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	8/26/2020	
BOARD MEETING	9/15/2020	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes x No	
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS	
DEPARTMENT	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2020-2021 ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: Included in the FY 2020-2021 Adopted Budget	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	IMPLEMENT THE FISCAL YEAR 2020-2021 ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS	
BACKGROUND (include internal/external issues that may exist)	<ul style="list-style-type: none"> • Implementation of Adopted Budget allocations which were approved in-concept by the Board on June 29, 2020 • Creation of a new unclassified classification for LACERA: Deputy Chief Executive Officer, LACERA (UC) (Item No. 0770) • Creation of a new Member classification for the Board of Supervisors: Member, Probation Oversight Commission, (Item No. 9483) • Restoration of a former classification within the Department of Health Services: Clinical Chemist Supervisor II (Item No. 4927) • Title change of one non-represented classification within the Department of Health Services: Assistant Chief, Pharmacy Services, Medical Center, (Item No. 5525) to Assistant Chief, Pharmacy Services 	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Irish Wong, Principal Analyst, (213) 893-7818 iwong@ceo.lacounty.gov Eileen Cohen, Principal Analyst, (213) 974-2398 ecohen@ceo.lacounty.gov Bany Rojas, Senior Analyst, (213) 974-1772 brojas@ceo.lacounty.gov Aaron Palacios, Senior Analyst (213) 974-0512, apalacios@ceo.lacounty.gov Scott Orr, Principal Analyst, (213) 974-1175 sorr@ceo.lacounty.gov JJ Popowich, Assistant Executive Officer, (626) 564-6000 jpopowich@lacera.com Carly Ntoya, Human Resources Director, (626) 564-6000, Ext. 4397, CNtoya@lacera.com	



**CEO SEPTEMBER 15, 2020
FISCAL YEAR 2020-2021
ADOPTED BUDGET LETTER SUMMARY**

Contact Information

CEO Classification:

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Eileen Cohen, (213) 974-2398 ecohen@ceo.lacounty.gov

Bany Rojas, (213) 974-1772 brojas@ceo.lacounty.gov

Department of Health Services:

Holli Mason, HMason@dhs.lacounty.gov

Harbor Office: 424-306-7284

Olive View Office: 747-210-3541

Cell: 310-733-8644

LACERA:

JJ Popowich, Assistant Executive Officer, (626) 564-6000 jpopowich@lacera.com

Carly Ntoya, Human Resources Director, (626) 564-6000, Ext. 4397, CNtoya@lacera.com

CEO Compensation:

Aaron Palacios, (213) 974-0512, apalacios@ceo.lacounty.gov

Scott Orr, (213) 974-1175 sorr@ceo.lacounty.gov

This Board Letter includes:

- Implementation of Adopted Budget allocations which were approved in-concept by the Board on June 29, 2020
- Creation of a new unclassified classification for LACERA:
 - Deputy Chief Executive Officer, LACERA (UC) (Item No. 0770) (\$15,894.89 - \$24,058.14 Monthly – Control Point at \$19,976.55): The Chief Executive Officer of LACERA requested the establishment of a single unclassified position classification to properly align the organization's management team to support the development, implementation, and management of the organization's business processes and future requirements.
- Creation of a new Member classification for the Board of Supervisors:
 - Member, Probation Oversight Commission, (Item No. 9483) (\$150 for each regular and special meeting attended): On February 2, 2016, the Board approved a motion to establish a working group convened by the Chief Executive Office, comprised of the Interim Chief Probation Officer, County Counsel, and one appointee from each Board office to identify and assess the current landscape of entities tasked with any aspect of evaluating, monitoring,



**CEO SEPTEMBER 15, 2020
FISCAL YEAR 2020-2021
ADOPTED BUDGET LETTER SUMMARY**

and correcting the work of the Probation Department. On October 1, 2019, the Board approved a successive motion to establish the Probation Oversight Commission (POC) for the Los Angeles County Probation Department, located under the organizational structure of the Executive Officer of the Board. The establishment of the POC became effective February 27, 2020. This classification will serve to monitor and to address matters that affect the well-being of youth and adults under the Probation Department's supervision.

- Restoration of a former classification within the Department of Health Services:
 - Clinical Chemist Supervisor II (Item No. 4927) (\$8,883.73 - \$11,651.45 Monthly): This classification is being restored to assist with the development and implementation of standardized clinical chemistry operations throughout the Department of Health Services.
- Title change of one non-represented classification within the Department of Health Services:
 - Assistant Chief, Pharmacy Services, Medical Center, (Item No. 5525) to Assistant Chief, Pharmacy Services: The title change reflects the centralization of Pharmacy Services throughout the department. The classification assists the Office of Pharmacy Affairs with developing enterprise-wide standards, policies, procedures, and guidelines for pharmacy operations.



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

September 15, 2020

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

Dear Supervisors:

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2020-2021 ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS (ALL SUPERVISORIAL DISTRICTS - 3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the departmental staffing provisions by implementing classification actions related to the approval of the Fiscal Year (FY) 2020-2021 Adopted Budget. It will implement other routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions. In addition, this letter and accompanying ordinance will update the departmental staffing provisions by adding one (1) new unclassified classification; by adding one (1) new classification; by restoring one (1) classification; and by changing the title of one (1) non-represented classification.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2020-2021 Adopted Budget to implement routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions.
2. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to add one (1) new unclassified classification in the Los Angeles County Employee Retirement Association (LACERA); to add one (1) new classification in the Department of the Board of Supervisors (Board); to restore one (1) classification in the Department of Health Services (DHS); and to change the title of one (1) non-represented classification in DHS.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The following outlines the purpose/justification of the recommended actions:

FY 2020-2021 Adopted Budget

The subject budget phase was approved, in concept, by your Board on June 29, 2020. Since that time, we have been working to gather and analyze the required information to determine and allocate the appropriate classification and level of new positions, which were minimal. The majority of the transactions in this budget phase were curtailments. This letter implements these specific changes to the departmental staffing provisions.

Your Board's approval of this ordinance will fulfill the Charter requirement to provide, by ordinance, for the number of County employees. It will also provide the authority for County departments to fill new positions allocated in the FY 2020-2021 Adopted Budget, delete positions no longer needed in addition to the curtailments, and make other adjustments as necessary. These recommendations are a routine part of the annual budget process.

Routine Adjustments and Corrections

Routine adjustments and corrections are being made to the staffing provisions for various County departments. These adjustments include position deletions and adjusting entries from previous classification actions such as reorganizations and mid-year allocations.

New Unclassified Classification

We are recommending the Deputy Chief Executive Officer, LACERA (UC) (Item No. 0770) classification be established to assist the Chief Executive Officer, LACERA, in the planning, organization, and direction of all operations of LACERA including systems, programs, and administrative services.

The Chief Executive Officer of LACERA requested the establishment of a single unclassified position classification to properly align the organization's management team to support the development, implementation, and management of the organization's business processes and future requirements.

New Classification

On February 2, 2016, the Board approved a motion to establish a working group convened by the Chief Executive Office, comprised of the Interim Chief Probation Officer, County Counsel, and one appointee from each Board office to identify and assess the current landscape of entities tasked with any aspect of evaluating, monitoring, and correcting the work of the Probation Department. On October 1, 2019, the Board approved a successive motion to establish the Probation Oversight Commission (POC) for the Los Angeles County Probation Department, located under the organizational structure of the Executive Officer of the Board. The establishment of the POC became effective February 27, 2020.

We are recommending the Member, Probation Oversight Commission, (Item No. 9483) classification be established to advise the Board and the interim Chief Probation Officer. This new classification will serve to monitor and to address matters that affect the well-being of youth and adults under the Probation Department's supervision (Attachment A). The compensation for this classification will be \$150 for each regular and special meeting attended.

Restoration of Former Classification

We are recommending the restoration of the Clinical Chemist Supervisor II (Item No. 4927) classification. This classification is needed to assist with the development and implementation of standardized clinical chemistry operations throughout the Department of Health Services (DHS). This non-represented classification was initially submitted for deletion on the Countywide Classification Actions Board Letter, dated February 21, 2017, which your Board approved and ultimately adopted as Ordinance No. 2017-0011 on February 28, 2017.

Title Change

We are recommending a title change for Assistant Chief, Pharmacy Services, Medical Center, (Item No. 5525) to Assistant Chief, Pharmacy Services, and is allocated to DHS. The title change reflects the centralization of Pharmacy Services throughout the department. The classification assists the Office of Pharmacy Affairs with developing enterprise-wide standards, policies, procedures, and guidelines for pharmacy operations.

Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow’s Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The cost of and financing for the new position recommendations have been included in the FY 2020-2021 Adopted Budget. There is no cost associated with any other actions in this ordinance.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Article III, Section 11(3) of the Charter of the County of Los Angeles, the Board of Supervisors is “to provide, by ordinance, for the number of assistants, deputies, clerks, attaches, and other persons employed in the service of the County.” The County Charter also authorizes the establishment and maintenance of “a classification plan and the classification of all positions.” This responsibility is further delineated in Civil Service Rule 5.

The accompanying ordinance implementing amendments to Title 6, Salaries, of the County Code has been approved as to form by County Counsel.

The Honorable Board of Supervisors
September 15, 2020
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will enable departments to effect personnel actions associated with the FY 2020-2021 Adopted Budget and other classification actions.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD:AC:AYH
PAC:IW:KP:mmg

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
Affected Departments

N:\CLASSIFICATION\ABCD - BOARD LETTERS - WORKING FILE\BOARD LETTER - FY 20-21 ADOPTED 9-15-20\FY 20-21 ADOPTED BUDGET BOARD LETTER
(REVISED FINAL DRAFT).Docx

ATTACHMENT A**UNCLASSIFIED CLASSIFICATION RECOMMENDED FOR
ADDITION TO THE CLASSIFICATION PLAN**

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	0770	Deputy Chief Executive Officer, LACERA (UC)	N23L	LR18

**CLASSIFICATION SUBJECT TO SPECIAL PAY PROVISIONS
RECOMMENDED FOR ADDITION**

Item No.	Title
9483	Member, Probation Oversight Commission

**CLASSIFICATION RECOMMENDED FOR
RESTORATION IN THE CLASSIFICATION PLAN**

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	4927	Clinical Chemist Supervisor II	NM	112H

**NON-REPRESENTED CLASSIFICATION RECOMMENDED FOR
TITLE CHANGE IN THE CLASSIFICATION PLAN**

Item No.	Current Title	Recommended New Title
5525	Assistant Chief, Pharmacy Services, Medical Center	Assistant Chief, Pharmacy Services

ANALYSIS

This ordinance amends Title 6 – Salaries of the Los Angeles County Code by:

- Adding and establishing the salary for one unclassified classification;
- Restoring and establishing the salary for one employee classification;
- Changing the title of one employee classification in the Department of Health Services;
- Amending Section 6.28.060 (Table of positions without compensation and positions paid in accordance with special provisions in Chapter 6.02 - 6.24 and Division 3) to add and establish one employee classification with special pay provisions; and
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Agricultural Commissioner/Weights and Measures, Alternate Public Defender, Animal Care and Control, Arts and Culture, Auditor-Controller, Beaches and Harbors, Board of Supervisors, Chief Executive Officer, Child Support Services, Children and Family Services, Consumer and Business Affairs, District Attorney, Health Services, Internal Services, Medical Examiner-Coroner, Mental Health, Military and Veterans Affairs, Parks and Recreation, Probation, Public Defender, Public Health, Regional Planning, Registrar-Recorder/County Clerk, Sheriff, Treasurer and Tax Collector, and Workforce Development, Aging and Community Services.

MARY C. WICKHAM
County Counsel

By:
RICHARD D. BLOOM
Principal Deputy County Counsel
Labor & Employment Division

RDB:

DRAFT

ORDINANCE NO. _____

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add and establish the salary for one unclassified classification; to restore and establish the salary for one employee classification; to change the title of one employee classification; to add and establish one employee classification with special pay provisions; and as a result of the budget process for FY 2020-2021, to add, delete, and/or change certain employee classifications and number of ordinance positions in various departments.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to add the following class:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
<u>0770</u>	<u>DEPUTY CHIEF EXECUTIVE OFFICER, LACERA(UC)</u>	<u> </u> *	<u>N23L</u>	<u>LR18</u>
		<u>01/01/21</u>	<u>N23L</u>	<u>LR18</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classification added to Section 6.28.050 of the County Code.

SECTION 2. Section 6.28.050 is hereby amended to restore the following class:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL
<u>4927</u>	<u>CLINICAL CHEMIST SUPERVISOR II</u>	*	<u>NM</u> <u>112H</u>
		<u>10/01/2020</u>	<u>NM</u> <u>113G</u>
		<u>01/01/2021</u>	<u>NMO</u> <u>113G</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classification added to Section 6.28.050 of the County Code.

SECTION 3. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to change the title of the following class:

ITEM NO.	TITLE
5525	ASST CHIEF, PHARMACY SERVS, MED CTR <u>ASSISTANT CHIEF, PHARMACY SERVICES</u>

SECTION 4. Section 6.28.060 (Table of positions without compensation and positions paid in accordance with special pay provisions in Chapters 6.02 - 6.24 and Division 3) is hereby amended to add the following class:

ITEM NO.	TITLE
<u>9483</u>	<u>MEMBER, PROBATION OVERSIGHT COMMISSION</u>

SECTION 5. Section 6.32.010 (Agricultural Commissioner/Weights and Measures) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0004A	64	<u>66</u>	AGRICULTURAL INSPECTOR AID
0004C	40	<u>35</u>	AGRICULTURAL INSPECTOR AID

SECTION 6. Section 6.33.010 (Alternate Public Defender) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0995A	4		ADMINISTRATIVE DEPUTY, APD
2901N	5		INVESTIGATOR II, PD
2161N	4		LEGAL OFFICE SUPPORT ASSISTANT II

SECTION 7. Section 6.33.010 (Alternate Public Defender) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
9255A	22	<u>4</u>	DEPUTY ALTERNATE PUBLIC DEFENDER II
9256A	57	<u>54</u>	DEPUTY ALTERNATE PUBLIC DEFENDER III
9256N	7	<u>1</u>	DEPUTY ALTERNATE PUBLIC DEFENDER III
2901A	29	<u>27</u>	INVESTIGATOR II, PD

2161A	46	<u>14</u>	LEGAL OFFICE SUPPORT ASSISTANT II
9232A	6	<u>1</u>	PARALEGAL
9035A	-4	<u>1</u>	PSYCHIATRIC SOCIAL WORKER II
9233A	44	<u>10</u>	SENIOR PARALEGAL

SECTION 8. Section 6.34.010 (Department of Animal Care and Control) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0643A	4	ACCOUNTING TECHNICIAN II

SECTION 9. Section 6.34.010 (Department of Animal Care and Control) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2989A	85 <u>76</u>	ANIMAL CARE ATTENDANT I
2991A	23 <u>21</u>	ANIMAL CARE ATTENDANT II
2979A	102 <u>89</u>	ANIMAL CONTROL OFFICER I
2980A	75 <u>62</u>	ANIMAL CONTROL OFFICER II
2981A	28 <u>23</u>	ANIMAL CONTROL OFFICER III
2214A	44 <u>33</u>	INTERMEDIATE TYPIST-CLERK
2094A	3 <u>2</u>	SECRETARY I
2216A	12 <u>8</u>	SENIOR TYPIST-CLERK
0907A	4 <u>3</u>	STAFF ASSISTANT I

SECTION 10. Section 6.36.010 (Department of Arts and Culture) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8805A	8 <u>6</u>	PROGRAM ASSOCIATE,ARTS AND CULTURE

SECTION 11. Section 6.40.010 (Auditor-Controller) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0675A	10 <u>6</u>	ACCOUNTANT-AUDITOR
0679A	44 <u>42</u>	SENIOR ACCOUNTANT-AUDITOR

SECTION 12. Section 6.42.010 (Department of Beaches and Harbors - Beaches) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
6970A	1	PAINTER APPRENTICE
7266A	1	PLUMBER APPRENTICE

SECTION 13. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1039A	4	EXEC DIR, PROBATION OVERSIGHT COMMISSION(UC)
2602A	4	IT SECURITY ANALYST

SECTION 14. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9974A	4 <u>3</u>	ASSISTANT INSPECTOR GENERAL(UC)
1098A	5 <u>2</u>	BOARD SPECIALIST
1104A	2 <u>1</u>	CHIEF,BOARD SERVICES,BD OF SUPVRS
1651A	7 <u>5</u>	DEPUTY INSPECTOR GENERAL
7966A	4 <u>2</u>	GRAPHIC ARTIST,BOS
2591A	5 <u>4</u>	INFORMATION SYSTEMS ANALYST II
1650A	7 <u>5</u>	INSPECTOR,OIG
1099A	53 <u>50</u>	INTERMEDIATE BOARD SPECIALIST
2915A	5 <u>4</u>	INVESTIGATOR II
2109A	9 <u>8</u>	MANAGEMENT SECRETARY III
9414	48 <u>9</u>	MEMBER CIVILIAN OVERSIGHT COMMISSIONER
1110A	8 <u>5</u>	PROJECT DIRECTOR,BD OF SUPVRS

1100A	44	<u>41</u>	SENIOR BOARD SPECIALIST
0960A	8	<u>7</u>	SR STAFF ANALYST, COMMISSION SERVS
0959A	4	<u>2</u>	STAFF ANALYST, COMMISSION SERVS
8243F	24	<u>20</u>	STUDENT PROFESSIONAL WORKER I
2482F	2	<u>1</u>	STUDENT PROF WORKER, INFO TECH
7142A	2	<u>1</u>	VIDEO PRODUCTION SPECIALIST

SECTION 15. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0860A	4	EX DIR, WOMEN & GIRLS INITIATIVE(UC)

SECTION 16. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0827A	20	<u>19</u> ANALYST, CEO
2563A	5	<u>4</u> INFO TECHNOLOGY CONSULTANT, CIO
0830A	105	<u>104</u> PRINCIPAL ANALYST, CEO
0829A	70	<u>67</u> SENIOR ANALYST, CEO
2102A	42	<u>11</u> SENIOR SECRETARY III

SECTION 17. Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1638A	4	ASST CHIEF, CORONER'S INVESTIGATIONS
1176A	4	INTERMEDIATE SUPERVISING CLERK
7046A	4	MICROFILM CAMERA OPERATOR II
5475A	4	PHYSICIAN, MD
2210A	4	SUPVG MEDICAL TRANSCRIBER TYPIST

SECTION 18. Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1637A	50 <u>45</u>	CORONER INVESTIGATOR
4887A	10 <u>6</u>	FORENSIC TECHNICIAN I
5411M	2 <u>1</u>	PHYSICIAN, POST GRADUATE (7TH YEAR)
5476A	24 <u>18</u>	PHYSICIAN SPECIALIST (NON MEGAFLEX)
4336A	47 <u>16</u>	SENIOR CRIMINALIST
2593A	2 <u>1</u>	SENIOR INFORMATION SYSTEMS ANALYST
2216A	46 <u>15</u>	SENIOR TYPIST-CLERK
8258F	2 <u>1</u>	STUDENT PROFESSIONAL WORKER II
1639A	7 <u>6</u>	SUPVG CORONER'S INVESTIGATOR I

SECTION 19. Section 6.53.010 (Department of Children and Family Services) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2535A</u>	<u>1</u>	<u>INFO SYSTEMS SUPPORT ANALYST II</u>
<u>2595A</u>	<u>5</u>	<u>INFORMATION SYSTEMS SUPERVISOR I</u>
<u>2329A</u>	<u>1</u>	<u>WAREHOUSE WORKER AID</u>

SECTION 20. Section 6.53.010 (Department of Children and Family Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0578A	9 <u>7</u>	ACCOUNT CLERK II
0888A	49 <u>18</u>	ADMINISTRATIVE ASSISTANT II
9073A	4557 <u>4461</u>	CHILDREN'S SOCIAL WORKER III
9073N	100 <u>98</u>	CHILDREN'S SOCIAL WORKER IIII
9179A	483 <u>481</u>	ELIGIBILITY WORKER II
8995A	223 <u>221</u>	HUMAN SERVICES AIDE
2591A	43 <u>19</u>	INFORMATION SYSTEMS ANALYST II
2584A	2 <u>3</u>	INFORMATION TECHNOLOGY AIDE
1138A	60 <u>58</u>	INTERMEDIATE CLERK
2214A	955 <u>946</u>	INTERMEDIATE TYPIST-CLERK
2214N	34 <u>30</u>	INTERMEDIATE TYPIST-CLERK

2593A	12	<u>13</u>	SENIOR INFORMATION SYSTEMS ANALYST
2547A	4	<u>24</u>	SENIOR IT TECHNICAL SUPPORT ANALYST
2216A	268	<u>266</u>	SENIOR TYPIST-CLERK
9128A	2	<u>1</u>	STAFF DEVELOPMENT SPEC,WELFARE

SECTION 21. Section 6.55.010 (Child Support Services Department) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2520A	4	APPLICATION DEVELOPER I
1599A	4	SENIOR PUBLIC INFORMATION ASSISTANT
8242F	4	STUDENT WORKER

SECTION 22. Section 6.55.010 (Child Support Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0647A	4 <u>3</u>	ACCOUNTANT II
0642A	3 <u>2</u>	ACCOUNTING TECHNICIAN I
1003A	8 <u>7</u>	ADMINISTRATIVE SERVICES MANAGER II
2521A	3 <u>2</u>	APPLICATION DEVELOPER II
9285A	22 <u>18</u>	ATTORNEY II,CHILD SUPPORT SERVS
9286A	48 <u>47</u>	ATTORNEY III,CHILD SUPPORT SERVS
1614A	750 <u>589</u>	CHILD SUPPORT SPECIALIST II

1615A	455	<u>152</u>	CHILD SUPPORT SPECIALIST III
1731A	40	<u>9</u>	DIVISION ADMR,CHILD SUPPORT SVCS
6619A	2	<u>1</u>	GENERAL MAINTENANCE WORKER
1138A	40	<u>7</u>	INTERMEDIATE CLERK
2214A	222	<u>200</u>	INTERMEDIATE TYPIST-CLERK
2161A	22	<u>20</u>	LEGAL OFFICE SUPPORT ASSISTANT II
1848A	42	<u>10</u>	MANAGEMENT ANALYST
1331A	3	<u>2</u>	PAYROLL CLERK I
2096A	4	<u>3</u>	SECRETARY III
1140A	8	<u>5</u>	SENIOR CLERK
1616A	449	<u>116</u>	SUPERVISING CHILD SUPPORT SPECIALIST
1174A	3	<u>2</u>	SUPERVISING CLERK
2219A	34	<u>25</u>	SUPERVISING TYPIST-CLERK

SECTION 23. Section 6.58.010 (Department of Workforce Development, Aging and Community Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8021N	24 <u>23</u>	HUMAN SERVICES ADMINISTRATOR I
2214N	40 <u>9</u>	INTERMEDIATE TYPIST-CLERK
9058N	22 <u>20</u>	SOCIAL SERVICES SUPERVISOR
9051N	420 <u>104</u>	SOCIAL WORKER

SECTION 24. Section 6.70.010 (District Attorney) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8250M	4	CAREER DEVELOPMENT INTERN
2548A	4	IT TECHNICAL SUPPORT SUPERVISOR
2889N	4	INVESTIGATOR,DA
8393A	4	LAW LIBRARIAN
2529A	4	PROGRAMMING SUPERVISOR I
4218A	4	SUPERVISING WITNESS ASSISTANT,DA

SECTION 25. Section 6.70.010 (District Attorney) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0642A	3 <u>2</u>	ACCOUNTING TECHNICIAN I
1002A	40 <u>9</u>	ADMINISTRATIVE SERVICES MANAGER I
9958A	7 <u>6</u>	BUREAU CHIEF,DA(UC)
9272A	283 <u>273</u>	DEPUTY DISTRICT ATTORNEY II
9273A	379 <u>347</u>	DEPUTY DISTRICT ATTORNEY III
9273N	32 <u>31</u>	DEPUTY DISTRICT ATTORNEY III
9274A	344 <u>321</u>	DEPUTY DISTRICT ATTORNEY IV
9955A	2 <u>1</u>	DIST ATTORNEY'S CHF FIELD DEPY(UC)

1819A	7	<u>6</u>	DISTRICT ATTORNEY'S FIELD DEPUTY
9277A	36	<u>35</u>	HEAD DEPUTY DISTRICT ATTORNEY
2546A	-4	<u>3</u>	IT TECHNICAL SUPPORT ANALYST II
2214A	59	<u>49</u>	INTERMEDIATE TYPIST-CLERK
2160A	148	<u>144</u>	LEGAL OFFICE SUPPORT ASSISTANT I
2161A	132	<u>127</u>	LEGAL OFFICE SUPPORT ASSISTANT II
2894A	15	<u>14</u>	LIEUTENANT,DA
2550A	2	<u>1</u>	OPERATING SYSTEMS ANALYST
9232A	84	<u>79</u>	PARALEGAL
2525A	6	<u>5</u>	SENIOR APPLICATION DEVELOPER
2593A	6	<u>5</u>	SENIOR INFORMATION SYSTEMS ANALYST
2547A	10	<u>9</u>	SENIOR IT TECHNICAL SUPPORT ANALYST
2890A	187	<u>163</u>	SENIOR INVESTIGATOR,DA
2890N	23	<u>20</u>	SENIOR INVESTIGATOR,DA
2163A	48	<u>46</u>	SENIOR LEGAL OFFICE SUPPORT ASST
2198A	-4	<u>3</u>	STENOGRAPHIC REPORTER
2219A	7	<u>6</u>	SUPERVISING TYPIST-CLERK
1566A	24	<u>18</u>	VICTIM SERVICES REPRESENTATIVE II
1566N	74	<u>73</u>	VICTIM SERVICES REPRESENTATIVE II
7142A	3	<u>2</u>	VIDEO PRODUCTION SPECIALIST
1216A	33	<u>32</u>	WITNESS ASSISTANT I,DA
1216N	3	<u>2</u>	WITNESS ASSISTANT I,DA

SECTION 26. Section 6.77.010 (Department of Public Health) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2574A	4	INFORMATION TECHNOLOGY MANAGER III
0904A	4	MANAGEMENT ASSISTANT
5121F	4	NURSE PRACTITIONER
8261A	4	VETERAN INTERN, CRAFTS SUPPORT

SECTION 27. Section 6.77.010 (Department of Public Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0578A	8 <u>6</u>	ACCOUNT CLERK II
0642A	24 <u>17</u>	ACCOUNTING TECHNICIAN I
0886O	13 <u>10</u>	ADMINISTRATIVE AID
0888A	48 <u>15</u>	ADMINISTRATIVE ASSISTANT II
1270A	8 <u>7</u>	ASSISTANT PUBLIC HEALTH REGISTRAR
4595A	25 <u>23</u>	ASSISTANT STAFF ANALYST, HLTH SERVS
5087A	2 <u>1</u>	CLINIC NURSING ATTENDANT I
5472J	3 <u>2</u>	CONSULTING SPECIALIST, MD (PER SESS)
4614A	33 <u>31</u>	CONTRACT PROGRAM AUDITOR
1842A	6 <u>5</u>	DEPARTMENTAL PERSONNEL ASSISTANT

5672A	223	<u>222</u>	ENVIRONMENTAL HEALTH SPECIALIST III
1759A	17	<u>16</u>	EPIDEMIOLOGIST
4727A	23	<u>22</u>	HEALTH PROGRAM ANALYST I
4731A	11	<u>10</u>	HEALTH PROGRAM ANALYST III
2590A	4	<u>3</u>	INFORMATION SYSTEMS ANALYST I
2591A	12	<u>10</u>	INFORMATION SYSTEMS ANALYST II
2172A	17	<u>16</u>	INTERMEDIATE STENOGRAPHER
2214A	213	<u>206</u>	INTERMEDIATE TYPIST-CLERK
2214N	80	<u>79</u>	INTERMEDIATE TYPIST-CLERK
2559N	4	<u>3</u>	NETWORK SYSTEMS ADMINISTRATOR II
2594A	9	<u>8</u>	PRINCIPAL INFO SYSTEMS ANALYST
5237A	5	<u>4</u>	PROGRAM SPECIALIST,PUB HLTH NURSING
5230A	465	<u>464</u>	PUBLIC HEALTH NURSE
8971N	4	<u>3</u>	RESEARCH ANALYST I,BEHAVIOR SCI
8972A	10	<u>9</u>	RESEARCH ANALYST II,BEHAVIOR SCI
8973A	15	<u>14</u>	RESEARCH ANALYST III,BEHAVIOR SCI
2095A	20	<u>18</u>	SECRETARY II
2585A	3	<u>2</u>	SENIOR INFORMATION TECHNOLOGY AIDE
4347A	2	<u>1</u>	SENIOR TOXICOLOGIST
2216A	136	<u>135</u>	SENIOR TYPIST-CLERK
0907A	10	<u>9</u>	STAFF ASSISTANT I
8243F	47	<u>46</u>	STUDENT PROFESSIONAL WORKER I
8258F	7	<u>6</u>	STUDENT PROFESSIONAL WORKER II

2482F	3	<u>1</u>	STUDENT PROF WORKER,INFO TECH
8242F	16	<u>14</u>	STUDENT WORKER
4346A	2	<u>1</u>	TOXICOLOGIST
2329A	5	<u>4</u>	WAREHOUSE WORKER AID

SECTION 28. Section 6.78.010 (Department of Health Services – Administration) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	68	<u>67</u> INTERMEDIATE TYPIST-CLERK

SECTION 29. Section 6.78.010 (Department of Health Services – Administration) is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5525A	1	ASST CHIEF, PHARMACY SERVS, MED CTR <u>ASSISTANT CHIEF, PHARMACY SERVICES</u>

SECTION 30. Section 6.78.030 (Department of Health Services – Managed Care Services) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2521A	4	APPLICATION DEVELOPER II
2482F	4	STUDENT PROF WORKER, INFO TECH

SECTION 31. Section 6.78.035 (Department of Health Services – Juvenile Court Health Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5094A	44 <u>11</u>	CLINIC LICENSED VOCATIONAL NURSE II
1138A	20 <u>17</u>	INTERMEDIATE CLERK
6022A	3 <u>2</u>	LIGHT VEHICLE DRIVER
5329A	46 <u>14</u>	SUPERVISING CLINIC NURSE I

SECTION 32. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5092A	64 <u>59</u>	CERTIFIED MEDICAL ASSISTANT
2214A	148 <u>147</u>	INTERMEDIATE TYPIST-CLERK
4954A	7 <u>6</u>	TISSUE ANALYSIS TECHNICIAN I

SECTION 33. Section 6.78.060 (Department of Health Services – LAC+USC Medical Center) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0322A	4	CEMETERY CARETAKER
5577A	4	SUPVG RENAL DIALYSIS EQUIPMENT TECH

SECTION 34. Section 6.78.060 (Department of Health Services – LAC+USC

Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	462 <u>161</u>	INTERMEDIATE TYPIST-CLERK
5121A	405 <u>102</u>	NURSE PRACTITIONER
5100A	254 <u>252</u>	NURSING ATTENDANT II
5422F	435 <u>134</u>	PHYSICIAN,MD,EMERGENCY ROOM
5476A	50 <u>60</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5456A	42 <u>14</u>	SENIOR PHYSICIAN
0913A	40 <u>9</u>	STAFF ASSISTANT II

SECTION 35. Section 6.78.060 (Department of Health Services – LAC+USC

Medical Center) is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5525A	1	ASST CHIEF,PHARMACY SERVS,MED CTR <u>ASSISTANT CHIEF,PHARMACY SERVICES</u>

SECTION 36. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5133A	348 <u>347</u>	REGISTERED NURSE I

SECTION 37. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5082A	2	CENTRAL SERVICES TECHNICIAN I
4776A	4	DENTAL DIRECTOR I
1410A	4	HEALTH INFO MGMT SENIOR SUPERVISOR
2180A	4	MEDICAL STENOGRAPHER
2209A	2	MEDICAL TRANSCRIBER TYPIST

SECTION 38. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
4895A	17	<u>13</u>	CLINICAL LABORATORY SCIENTIST I
4763A	10	<u>7</u>	DENTIST
1409A	7	<u>4</u>	HEALTH INFO MANAGEMENT SUPERVISOR
1138A	26	<u>16</u>	INTERMEDIATE CLERK
2214A	84	<u>83</u>	INTERMEDIATE TYPIST-CLERK
9002A	77	<u>76</u>	MEDICAL CASE WORKER II
1389A	4	<u>1</u>	MEDICAL RECORDS SUPERVISOR I
5278A	16	<u>12</u>	MENTAL HEALTH COUNSELOR,RN
4735A	44	<u>42</u>	MENTAL HEALTH PSYCHIATRIST
5100A	106	<u>91</u>	NURSING ATTENDANT II
5214A	12	<u>11</u>	NURSING INSTRUCTOR
1228A	12	<u>10</u>	OPERATIONS ASSISTANT I,SHERIFF
5595A	2	<u>1</u>	ORTHOPEDIC TECHNICIAN
5476A	62	<u>51</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5871A	2	<u>1</u>	RECREATION THERAPIST I
5139A	347	<u>332</u>	REGISTERED NURSE I,SHERIFF
5140A	270	<u>255</u>	REGISTERED NURSE II,SHERIFF

8593A	3	<u>2</u>	REHABILITATION COUNSELOR II
5884A	14	<u>9</u>	SUBSTANCE ABUSE COUNSELOR

SECTION 39. Section 6.81.010 (Internal Services Department) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
6468A	3	ELECTRICIAN APPRENTICE
7266A	4	PLUMBER APPRENTICE

SECTION 40. Section 6.81.010 (Internal Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
7818A	6 <u>5</u>	COMMUNICATIONS TOWER & LINE WORKER
6601A	9 <u>8</u>	CONSTRUCTION & REPAIR LABORER
1677A	7 <u>6</u>	EQUAL EMPLOYMENT OPPORT COMPL INVR
6619A	26 <u>22</u>	GENERAL MAINTENANCE WORKER

SECTION 41. Section 6.86.010 (Department of Mental Health) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1479F	4	CONSERVATOR/ADMINISTRATOR ASSISTANT

SECTION 42. Section 6.86.010 (Department of Mental Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8103A	380 <u>378</u>	COMMUNITY HEALTH WORKER
1496A	45 <u>44</u>	DEPUTY PUBLIC GUARDIAN
9038A	288 <u>287</u>	MENTAL HEALTH CLINICAL SUPERVISOR
9035A	1295 <u>1292</u>	PSYCHIATRIC SOCIAL WORKER II
1497A	41 <u>40</u>	SENIOR DEPUTY PUBLIC GUARDIAN

SECTION 43. Section 6.88.010 (Department of Military and Veterans Affairs) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0887A	1	ADMINISTRATIVE ASSISTANT I
8250M	1	CAREER DEVELOPMENT INTERN

SECTION 44. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8250F	12	CAREER DEVELOPMENT INTERN
8250M	1	CAREER DEVELOPMENT INTERN
6254A	2	CARPENTER APPRENTICE

6774F	9	CUSTODIAN
6774H	9	CUSTODIAN
6468A	2	ELECTRICIAN APPRENTICE
0352H	8	GROUNDS MAINTENANCE WORKER I
7266A	2	PLUMBER APPRENTICE
8796N	3	RECREATION SERVICES LEADER
8252F	101	YOUTH WORKER
8253F	129	YOUTH WORKER, FACILITIES SUPPORT
8254F	95	YOUTH WORKER, GENERAL LABOR

SECTION 45. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8813A	4 <u>3</u>	ASSISTANT GOLF DIRECTOR
8595A	31 <u>30</u>	CREW INSTRUCTOR
6774A	27 <u>25</u>	CUSTODIAN
0352A	123 <u>121</u>	GROUNDS MAINTENANCE WORKER I
0352F	149 <u>35</u>	GROUNDS MAINTENANCE WORKER I
0354A	97 <u>90</u>	GROUNDS MAINTENANCE WORKER II
1138A	2 <u>1</u>	INTERMEDIATE CLERK
2948H	248 <u>230</u>	LAKE LIFEGUARD, PARKS & RECREATION
6068A	3 <u>2</u>	LIGHT BUS DRIVER

8737F	309	<u>109</u>	LOCKER ROOM ATTENDANT
4103A	6	<u>5</u>	PARK PLANNER
2964H	710	<u>210</u>	POOL LIFEGUARD
2966H	63	<u>15</u>	POOL MANAGER
8796A	89	<u>77</u>	RECREATION SERVICES LEADER
8796H	879	<u>391</u>	RECREATION SERVICES LEADER
8800N	4	<u>1</u>	RECREATION SERVICES MANAGER
8798A	73	<u>66</u>	RECREATION SERVICES SUPERVISOR
8798N	7	<u>4</u>	RECREATION SERVICES SUPERVISOR
0358A	22	<u>18</u>	SENIOR GROUNDS MAINTENANCE WORKER
2965H	444	<u>38</u>	SENIOR POOL LIFEGUARD
0907A	45	<u>12</u>	STAFF ASSISTANT I

SECTION 46. Section 6.100.010 (Probation Department – Support Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1907A	2	DEPARTMENTAL EMPLOYEE RELATIONS REP

SECTION 47. Section 6.100.010 (Probation Department – Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0578A	48 <u>17</u>	ACCOUNT CLERK II
1002A	34 <u>33</u>	ADMINISTRATIVE SERVICES MANAGER I
1002N	2 <u>1</u>	ADMINISTRATIVE SERVICES MANAGER I
2521A	9 <u>8</u>	APPLICATION DEVELOPER II
8024A	5 <u>4</u>	CAMP SERVICES MANAGER
4614A	3 <u>1</u>	CONTRACT PROGRAM AUDITOR
8595A	31 <u>28</u>	CREW INSTRUCTOR
6774A	53 <u>46</u>	CUSTODIAN
1539A	13 <u>11</u>	DELINQUENT ACCOUNT INVESTIGATOR
1842A	21 <u>19</u>	DEPARTMENTAL PERSONNEL ASSISTANT
8607A	31 <u>27</u>	DEPUTY PROBATION OFFICER II, FIELD
8607N	2 <u>1</u>	DEPUTY PROBATION OFFICER II, FIELD
8608A	2 <u>1</u>	DEP PROB OFF I (RES TREAT/DET SVCS)
8609A	10 <u>9</u>	DEP PROB OFF II (RES TREAT/DET SVCS)
8655A	4 <u>2</u>	DETENTION SERVICES OFFICER
6619A	13 <u>12</u>	GENERAL MAINTENANCE WORKER
1179A	6 <u>4</u>	HEAD CLERK
2591A	18 <u>16</u>	INFORMATION SYSTEMS ANALYST II
6763A	5 <u>4</u>	INSTITUTIONAL HELPER

6713A	8	<u>6</u>	INTERMEDIATE HOUSEKEEPER
7613A	5	<u>4</u>	INTERMEDIATE SEWING WORKER
2214A	53	<u>52</u>	INTERMEDIATE TYPIST-CLERK
6832A	15	<u>12</u>	LAUNDRY WORKER
6721A	45	<u>13</u>	PERSONAL PROPERTY WORKER
2526A	7	<u>6</u>	PRINCIPAL APPLICATION DEVELOPER
8638A	33	<u>31</u>	PROGRAM ANALYST,PROBATION
8638N	4	<u>3</u>	PROGRAM ANALYST,PROBATION
8972A	7	<u>5</u>	RESEARCH ANALYST II,BEHAVIOR SCI
3033A	2	<u>1</u>	SAFETY ASSISTANT
3034A	5	<u>4</u>	SAFETY INSPECTOR
2095A	6	<u>5</u>	SECRETARY II
1140A	13	<u>11</u>	SENIOR CLERK
6399A	27	<u>25</u>	SENIOR COOK
6622A	39	<u>35</u>	SENIOR GENERAL MAINTENANCE WORKER
6836A	3	<u>2</u>	SENIOR LAUNDRY WORKER
8243F	44	<u>41</u>	STUDENT PROFESSIONAL WORKER I
8610A	46	<u>45</u>	SUPVG DEPUTY PROBATION OFFICER
8641A	5	<u>4</u>	SUPERVISING PROGRAM ANALYST,PROB
6065A	6	<u>5</u>	TRAM OPERATOR

SECTION 48. Section 6.100.015 (Probation Department – Special Services) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002N	4	ADMINISTRATIVE SERVICES MANAGER I
1535A	4	FINANCIAL EVALUATOR

SECTION 49. Section 6.100.015 (Probation Department – Special Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8103A	28 <u>26</u>	COMMUNITY HEALTH WORKER
8607A	399 <u>374</u>	DEPUTY PROBATION OFFICER II, FIELD
8607N	70 <u>61</u>	DEPUTY PROBATION OFFICER II, FIELD
8620N	4 <u>3</u>	PROBATION DIRECTOR
8638A	5 <u>4</u>	PROGRAM ANALYST, PROBATION
2095N	2 <u>1</u>	SECRETARY II
8243F	130 <u>129</u>	STUDENT PROFESSIONAL WORKER I
8610A	64 <u>63</u>	SUPVG DEPUTY PROBATION OFFICER

SECTION 50. Section 6.100.017 (Probation Department – Juvenile Institution Services) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8629A	4	ASST HD TRANSPORTATION DEPUTY, PROB
1140A	4	SENIOR CLERK

SECTION 51. Section 6.100.017 (Probation Department – Juvenile Institution Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8612A	47 <u>16</u>	ASSISTANT PROBATION DIRECTOR
8608A	387 <u>349</u>	DEP PROB OFF I(RES TREAT/DET SVCS)
8608F	15 <u>10</u>	DEP PROB OFF I(RES TREAT/DET SVCS)
8607A	34 <u>33</u>	DEPUTY PROBATION OFFICER II, FIELD
8609A	279 <u>251</u>	DEP PROB OFF II(RES TREAT/DET SVCS)
8609N	49 <u>43</u>	DEP PROB OFF II(RES TREAT/DET SVCS)
8655A	796 <u>732</u>	DETENTION SERVICES OFFICER
8655F	46 <u>26</u>	DETENTION SERVICES OFFICER
8618A	435 <u>415</u>	GROUP SUPERVISOR, NIGHTS, PROBATION
8618F	476 <u>161</u>	GROUP SUPERVISOR, NIGHTS, PROBATION

8618N	8	<u>1</u>	GROUP SUPERVISOR,NIGHTS,PROBATION
2214A	46	<u>37</u>	INTERMEDIATE TYPIST-CLERK
6022A	9	<u>8</u>	LIGHT VEHICLE DRIVER
8620A	39	<u>35</u>	PROBATION DIRECTOR
2094A	5	<u>2</u>	SECRETARY I
2095A	10	<u>9</u>	SECRETARY II
2096A	12	<u>10</u>	SECRETARY III
8657A	164	<u>148</u>	SENIOR DETENTION SERVICES OFFICER
8610A	97	<u>93</u>	SUPVG DEPUTY PROBATION OFFICER
2201A	17	<u>16</u>	TRANSCRIBER TYPIST
8626A	78	<u>76</u>	TRANSPORTATION DEPUTY,PROBATION

SECTION 52. Section 6.100.018 (Probation Department – Field Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8612A	4	ASSISTANT PROBATION DIRECTOR

SECTION 53. Section 6.100.018 (Probation Department – Field Services) is

hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0577A	5 <u>3</u>	ACCOUNT CLERK I
8607A	1044 <u>955</u>	DEPUTY PROBATION OFFICER II, FIELD
1535A	24 <u>20</u>	FINANCIAL EVALUATOR
1138A	5 <u>4</u>	INTERMEDIATE CLERK
2214A	290 <u>275</u>	INTERMEDIATE TYPIST-CLERK
8670A	90 <u>88</u>	INVESTIGATOR AID, PROBATION
8672A	42 <u>39</u>	INVESTIGATOR, PRETRIAL SERVICES, PROB
8620A	37 <u>35</u>	PROBATION DIRECTOR
8638A	24 <u>22</u>	PROGRAM ANALYST, PROBATION
2095A	9 <u>8</u>	SECRETARY II
1536A	2 <u>1</u>	SENIOR FINANCIAL EVALUATOR
2216A	56 <u>52</u>	SENIOR TYPIST-CLERK
8610A	142 <u>138</u>	SUPVGV DEPUTY PROBATION OFFICER
8641A	3 <u>2</u>	SUPERVISING PROGRAM ANALYST, PROB
2204A	5 <u>4</u>	SUPERVISING TRANSCRIBER TYPIST
8627A	2 <u>1</u>	SUPVGV TRANSPORTATION DEPUTY, PROB
2219A	44 <u>39</u>	SUPERVISING TYPIST-CLERK
2201A	48 <u>14</u>	TRANSCRIBER TYPIST
8626A	44 <u>9</u>	TRANSPORTATION DEPUTY, PROBATION

SECTION 54. Section 6.104.010 (Public Defender) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9246A	4	DEPUTY PUBLIC DEFENDER I
9248N	4	DEPUTY PUBLIC DEFENDER II
4740A	4	MENTAL HLTH PROGRAM MANAGER I
3037A	4	SAFETY OFFICER I
1843A	4	SENIOR DEPARTMENTAL PERSONNEL ASST
2101A	4	SENIOR SECRETARY II
7139A	4	VIDEO PRODUCTION TECHNICIAN

SECTION 55. Section 6.104.010 (Public Defender) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1842A	3 <u>2</u>	DEPARTMENTAL PERSONNEL ASSISTANT
9248A	265 <u>222</u>	DEPUTY PUBLIC DEFENDER II
9251A	296 <u>290</u>	DEPUTY PUBLIC DEFENDER III
9251N	44 <u>6</u>	DEPUTY PUBLIC DEFENDER III
9252A	140 <u>119</u>	DEPUTY PUBLIC DEFENDER IV
9259A	7 <u>4</u>	DIVISION CHIEF, PUBLIC DEFENDER
2591A	3 <u>1</u>	INFORMATION SYSTEMS ANALYST II

2214A	20	<u>18</u>	INTERMEDIATE TYPIST-CLERK
2901A	66	<u>59</u>	INVESTIGATOR II,PD
2160A	43	<u>6</u>	LEGAL OFFICE SUPPORT ASSISTANT I
2161A	90	<u>84</u>	LEGAL OFFICE SUPPORT ASSISTANT II
1848A	7	<u>4</u>	MANAGEMENT ANALYST
9232A	38	<u>32</u>	PARALEGAL
2104A	5	<u>3</u>	SENIOR SECRETARY V
2333A	2	<u>1</u>	WAREHOUSE WORKER III

SECTION 56. Section 6.112.010 (Department of Regional Planning) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0312A	4	BIOLOGIST
7959A	4	GRAPHIC ARTIST
1600A	4	PUBLIC INFORMATION OFFICER-I
0907A	4	STAFF ASSISTANT-I

SECTION 57. Section 6.112.010 (Department of Regional Planning) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4430A	54	<u>39</u> REGIONAL PLANNER
4431A	34	<u>31</u> SENIOR REGIONAL PLANNER

SECTION 58. Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4414A	4	SENIOR GEOGRAPHIC INFO SYST ANALYST

SECTION 59. Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0578A	40 <u>9</u>	ACCOUNT CLERK II
0889A	47 <u>16</u>	ADMINISTRATIVE ASSISTANT III
9304H	4007 <u>1058</u>	CLERK,NC
9312H	596 <u>598</u>	ELECTION ASSISTANT I,NC
9313H	378 <u>501</u>	ELECTION ASSISTANT II,NC
9315H	92 <u>94</u>	ELECTION ASSISTANT III,NC
1138A	439 <u>129</u>	INTERMEDIATE CLERK
2214A	259 <u>252</u>	INTERMEDIATE TYPIST-CLERK
1140A	25 <u>24</u>	SENIOR CLERK
2216A	94 <u>92</u>	SENIOR TYPIST-CLERK
2329A	22 <u>21</u>	WAREHOUSE WORKER AID

SECTION 60. Section 6.120.012 (Sheriff – Custody) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0642A	2	ACCOUNTING TECHNICIAN I
2217A	4	CUSTODY RECORDS CLERK I, SHERIFF
4977A	2	PHLEBOTOMY TECHNICIAN I
7615A	4	SENIOR SEWING WORKER

SECTION 61. Section 6.120.012 (Sheriff – Custody) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1257A	54 <u>44</u>	CASHIERING SERVICES REP I, SHERIFF
6774A	24 <u>17</u>	CUSTODIAN
2749A	1340 <u>1173</u>	CUSTODY ASSISTANT, SHERIFF
2749N	43 <u>41</u>	CUSTODY ASSISTANT, SHERIFF
2218A	203 <u>153</u>	CUSTODY RECORDS CLERK II, SHERIFF
2708A	2848 <u>2624</u>	DEPUTY SHERIFF
2298A	63 <u>48</u>	EVIDENCE & PROP CUSTODIAN I, SHER
2301A	48 <u>16</u>	EVIDENCE & PROP CUSTODIAN II, SHER
6769A	4 <u>3</u>	FLOOR CARE SPECIALIST
7617A	2 <u>1</u>	HEAD SEWING WORKER

6777A	29	<u>26</u>	INMATE CREW LEADER
6779A	3	<u>1</u>	INMATE CREW SUPERVISOR
6766A	4	<u>2</u>	INSTITUTIONAL LABORER
1138A	27	<u>24</u>	INTERMEDIATE CLERK
2214A	54	<u>43</u>	INTERMEDIATE TYPIST-CLERK
2745A	34	<u>30</u>	LAW ENFORCEMENT TECHNICIAN
2719A	408	<u>101</u>	LIEUTENANT
6049A	6	<u>5</u>	MEDIUM TRUCK DRIVER
1228A	50	<u>45</u>	OPERATIONS ASSISTANT I,SHERIFF
1229A	36	<u>34</u>	OPERATIONS ASSISTANT II,SHERIFF
2098A	43	<u>12</u>	SECRETARY V
6836A	34	<u>32</u>	SENIOR LAUNDRY WORKER
2216A	24	<u>19</u>	SENIOR TYPIST-CLERK
2717A	364	<u>306</u>	SERGEANT
1133A	42	<u>9</u>	SHERIFF STATION CLERK II
1160A	2	<u>1</u>	SIGN LANGUAGE SPECIALIST
2220A	47	<u>13</u>	SUPVG CUSTODY RECORDS CLERK,SHERIFF
8598A	8	<u>7</u>	VOCATIONAL WORKSHOP INSTRUCTOR
2331A	45	<u>12</u>	WAREHOUSE WORKER I
2329A	9	<u>8</u>	WAREHOUSE WORKER AID

SECTION 62. Section 6.120.013 (Sheriff – Detective Services) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1641A	15	CIVILIAN INVESTIGATOR
1230A	3	OPERATIONS ASSISTANT III, SHERIFF
8242F	1	STUDENT WORKER

SECTION 63. Section 6.120.013 (Sheriff – Detective Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2721A	9 <u>3</u>	CAPTAIN
2708A	580 <u>231</u>	DEPUTY SHERIFF
2708N	47 <u>19</u>	DEPUTY SHERIFF
1138A	5 <u>4</u>	INTERMEDIATE CLERK
2214A	23 <u>5</u>	INTERMEDIATE TYPIST-CLERK
2214N	2 <u>1</u>	INTERMEDIATE TYPIST-CLERK
2745A	16 <u>8</u>	LAW ENFORCEMENT TECHNICIAN
2719A	46 <u>26</u>	LIEUTENANT
1228A	14 <u>3</u>	OPERATIONS ASSISTANT I, SHERIFF
1229A	18 <u>7</u>	OPERATIONS ASSISTANT II, SHERIFF
1229N	4 <u>1</u>	OPERATIONS ASSISTANT II, SHERIFF

2098A	9	<u>5</u>	SECRETARY V
1140A	4	<u>2</u>	SENIOR CLERK
2216A	8	<u>1</u>	SENIOR TYPIST-CLERK
2717A	132	<u>72</u>	SERGEANT
2717N	9	<u>7</u>	SERGEANT
1133A	35	<u>23</u>	SHERIFF STATION CLERK II
1133N	2	<u>1</u>	SHERIFF STATION CLERK II

SECTION 64. Section 6.120.016 (Sheriff – County Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2721A	2 <u>1</u>	CAPTAIN
2708A	262 <u>147</u>	DEPUTY SHERIFF
2214A	2 <u>1</u>	INTERMEDIATE TYPIST-CLERK
2745A	51 <u>46</u>	LAW ENFORCEMENT TECHNICIAN
2719A	17 <u>13</u>	LIEUTENANT
1228A	2 <u>1</u>	OPERATIONS ASSISTANT I, SHERIFF
1229A	6 <u>5</u>	OPERATIONS ASSISTANT II, SHERIFF
2098A	2 <u>1</u>	SECRETARY V
2828A	344 <u>308</u>	SECURITY OFFICER, SHERIFF
1140A	7 <u>6</u>	SENIOR CLERK
2717A	83 <u>52</u>	SERGEANT
1133A	42 <u>6</u>	SHERIFF STATION CLERK II

SECTION 65. Section 6.120.018 (Sheriff – Patrol Clearing Account) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2721A	32 <u>31</u>	CAPTAIN
2704A	123 <u>122</u>	COMMUNITY SERVICES ASST,SHERIFF
2708A	3624 <u>3481</u>	DEPUTY SHERIFF
2708N	58 <u>56</u>	DEPUTY SHERIFF
2214A	15 <u>13</u>	INTERMEDIATE TYPIST-CLERK
2745A	310 <u>305</u>	LAW ENFORCEMENT TECHNICIAN
2719A	174 <u>167</u>	LIEUTENANT
1228A	18 <u>17</u>	OPERATIONS ASSISTANT I,SHERIFF
1229A	37 <u>33</u>	OPERATIONS ASSISTANT II,SHERIFF
1230A	9 <u>7</u>	OPERATIONS ASSISTANT III,SHERIFF
2098A	33 <u>32</u>	SECRETARY V
2717A	638 <u>610</u>	SERGEANT

SECTION 66. Section 6.126.010 (Treasurer and Tax Collector) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8258F	3	STUDENT PROFESSIONAL WORKER II
2481F	2	STUDENT WORKER,INFO TECH

SECTION 67. Section 6.126.010 (Treasurer and Tax Collector) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0577A	32 <u>31</u>	ACCOUNT CLERK I
8250M	6 <u>5</u>	CAREER DEVELOPMENT INTERN
1479A	7 <u>6</u>	CONSERVATOR/ADMINISTRATOR ASSISTANT
1539A	30 <u>26</u>	DELINQUENT ACCOUNT INVESTIGATOR
1481A	24 <u>20</u>	DEPUTY PUBLIC CONSERVATOR/ADMR II
1254A	45 <u>13</u>	INTERMEDIATE CASHIER
8243F	23 <u>20</u>	STUDENT PROFESSIONAL WORKER I
1541A	7 <u>6</u>	SUPVG DELINQUENT ACCOUNT INVES
1366A	36 <u>30</u>	TAX SERVICES CLERK I
1367A	70 <u>65</u>	TAX SERVICES CLERK II
1368A	25 <u>24</u>	TAX SERVICES SPECIALIST

SECTION 68. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[2020-21ADOPTED BUDGETKPCEO]

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	8/26/2020															
BOARD MEETING	9/15/2020															
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No															
SUPERVISORIAL DISTRICT AFFECTED	ALL SUPERIVSORIAL DISTRICTS															
DEPARTMENT	PUBLIC HEALTH															
SUBJECT	APPROVAL TO EXECUTE A SOLE SOURCE CONTRACT WITH SUNQUEST INFORMATION SYSTEMS, INC. FOR THE PROVISION OF LABORATORY INFORMATION SYSTEM SERVICES EFFECTIVE UPON BOARD APPROVAL THROUGH SEPTEMBER 30, 2027															
PROGRAM	PUBLIC HEALTH LABORATORY															
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: It is in the best interest of the County to continue services under a new sole source contract with Sunquest, as the Public Health Laboratory information system has been highly customized. The cost in terms of a new system-wide design, build, and testing of a new laboratory information system by a different vendor including the costs for user training, implementation, and post-evaluation studies would not be cost-effective.															
DEADLINES/ TIME CONSTRAINTS	These services are currently under a Purchase Order Agreement which will expire 09/30/20. Therefore, Contract needs to be executed by 10/1/20.															
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$ 6,044,100</td><td style="width: 50%;">Funding source: Pending</td></tr> </table> <p>TERMS (if applicable):</p> <table style="width: 100%;"> <tr> <td>System Maintenance Schedule: Years 1 – 5</td><td style="text-align: right;">\$1,235,176</td></tr> <tr> <td>System Maintenance Schedule: Years 6-7 (Optional)</td><td style="text-align: right;">\$ 584,857</td></tr> <tr> <td style="text-align: right;">Total:</td><td style="text-align: right;">\$1,820,033</td></tr> <tr> <td>Optional Work Schedule: Years 1-5</td><td style="text-align: right;">\$3,055,227</td></tr> <tr> <td>Optional Work Schedule: Years 6-7 (Optional)</td><td style="text-align: right;">\$1,168,840</td></tr> <tr> <td style="text-align: right;">Total:</td><td style="text-align: right;">\$4,224,067</td></tr> </table> <p>Explanation: The initial Contract Term is for 5 years with the option to extend an additional two one-year periods.</p>		Total cost: \$ 6,044,100	Funding source: Pending	System Maintenance Schedule: Years 1 – 5	\$1,235,176	System Maintenance Schedule: Years 6-7 (Optional)	\$ 584,857	Total:	\$1,820,033	Optional Work Schedule: Years 1-5	\$3,055,227	Optional Work Schedule: Years 6-7 (Optional)	\$1,168,840	Total:	\$4,224,067
Total cost: \$ 6,044,100	Funding source: Pending															
System Maintenance Schedule: Years 1 – 5	\$1,235,176															
System Maintenance Schedule: Years 6-7 (Optional)	\$ 584,857															
Total:	\$1,820,033															
Optional Work Schedule: Years 1-5	\$3,055,227															
Optional Work Schedule: Years 6-7 (Optional)	\$1,168,840															
Total:	\$4,224,067															
PURPOSE OF REQUEST	Request approval to execute a sole source Contract with Sunquest Information Systems, Inc., for the provision of Laboratory Information System maintenance and support services, effective upon Board approval through August 31, 2027, and delegated authority to amend the Contract for various contractual actions.															
BACKGROUND (include internal/external issues that may exist)	Since December of 1997, the County, through Internal Services Department, has contracted with Sunquest for the provision of Library Information System (LIS) services. The Sunquest LIS allows for real-time disease reporting as it is directly interfaced with DPH's Integrated Reporting and Investigation System. There are currently no known issues.															
DEPARTMENTAL AND OTHER CONTACTS	David Cardenas, DPH Chief Information Officer (323) 914-8163 dcardenas@ph.lacounty.gov Nicole Green, Director, Public Health Laboratories (562) 658-1330 nigreen@ph.lacounty.gov Michael Owens, Deputy County Counsel (213) 808-8778 MOwens@counsel.lacounty.gov Joshua Bobrowsky, Dir. of Government Affairs (213) 288-7871 jbobrowsky@ph.lacounty.gov															



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

MEGAN McCLAIRE, M.S.P.H.
Acting Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
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BOARD OF SUPERVISORS

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

September 15, 2020

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

Dear Supervisors:

**APPROVAL TO EXECUTE A SOLE SOURCE CONTRACT WITH
SUNQUEST INFORMATION SYSTEMS, INC. FOR THE PROVISION
OF LABORATORY INFORMATION SYSTEM SERVICES EFFECTIVE UPON BOARD
APPROVAL THROUGH SEPTEMBER 30, 2027
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

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

SUBJECT

Request approval to execute a sole source Contract with Sunquest Information Systems, Inc., for the provision of Laboratory Information System maintenance and support services, effective upon Board approval through September 30, 2027, and delegated authority to amend the Contract for various contractual actions.

IT IS RECOMMENDED THAT YOUR BOARD

1. Approve and instruct the Director of the Department of Public Health (DPH), or designee, to execute a sole source Contract substantially similar to Exhibit I, with Sunquest Information Systems, Inc. (Sunquest) for the provision of Laboratory Information Systems (LIS) maintenance and support services, effective upon Board approval, for an initial term of the Contract for five years, with an option to extend for an additional two one-year periods, with a maximum contract sum not to exceed \$6,044,100, as seen in Attachment A, which is made up of system maintenance fees, optional work system modifications and professional services, and optional additional system maintenance fees due to optional work. This is for the entire term of the Contract, including the optional extensions.

This contract includes modifications to the standard County Indemnification and adds Limitation of Liability provision to limit a monetary amount for any liability of Contractor to the County, arising out of, or relating to the contract in the aggregate, to the amount of damages up to five million dollars or the amount of insurance required under this Contract, whichever is greater.

2. Delegate authority to the Project Director or designee, to approve and execute: (a) change notices to the Contract for: (i) alterations to the software and/or services schedule; and (ii) changes that do not require any additional costs or expenses or that do not otherwise materially affect any term or condition of the Contract; and (b) change orders or amendments using pool dollars included as part of the maximum contract sum to acquire optional work, provided that the amounts payable under such change orders or amendments do not exceed the available amounts of pool dollars.
3. Delegate authority to the Director of DPH, or designee, to: (a) issue written notice(s) of partial or total termination of the Contract for convenience without further action by the County Board of Supervisors (Board); and (b) execute amendments to the Contract to: (i) add, delete, and/or change certain terms and conditions as mandated by federal or State law or regulation, Los Angeles County (County Policy, the Board and/or Chief Executive Office (CEO): (ii) internally reallocate funds between budget pools within the Contract; (iii) rollover unspent Contract funds; (iv) increase or decrease the services and the maximum contract sum up to ten percent (10%) of the total contract maximum sum; (v) assign and delegate the Contract, resulting from acquisitions, mergers, or other changes in ownership; (vi) approve cost of living adjustments (COLAs) limited to the fixed hourly rates for professional services and recurring maintenance and support fees, with any such COLAs, consistent with the Board's COLA policy, with all actions subject to prior review and approval by County Counsel, and as applicable, the Chief Information Office (CIO), with notice to the Board and CEO, for actions (b)(iv) and (b)(vi).

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

Background

LIS is a critical component needed to support DPH's protection of the public against diseases, including diagnosis and assessment of communicable disease, outbreak response, and investigations related to chronic and communicable health issues. The Sunquest LIS allows for real-time disease reporting as it is directly interfaced with DPH's Integrated Reporting and Investigation System (IRIS). DPH's Public Health Laboratory (PHL) also provides testing services for the city of Pasadena, serving as its reference laboratory. On occasion and as needed, the PHL performs testing for the state Public Health Laboratory, San Bernardino County, Orange County, Kern County, Ventura County, and other nearby local jurisdictions for surge support and emerging infectious diseases. Five high-volume external community based and non-DPH clinics are also directly interfaced to the public health laboratory using Sunquest with additional clinics planned.

Approval of Recommendation 1 will allow the DPH Director to execute a sole source Contract, substantially similar to Exhibit I, with Sunquest for an initial term of five years, with an option to extend the Contract for two optional one-year extensions. The Contract will provide maintenance and support services for the LIS, providing for ongoing technical support, periodic software updates and the implementation of software and hardware enhancements to continuously improve the efficiency of PHL operations.

Approval of Recommendation 2 will enable the Director of DPH to amend the Agreement via change notices and change orders, as set forth in the Contract. Change notices are for alterations to the software and services schedule and for changes that do not require any additional costs or expenses or that do not affect any term of or condition of the Agreement. Change orders are for the acquisition of optional work within the allocated pool dollars amount included within the maximum contract sum. This includes work in the form of system modifications, consisting of additional hardware and additional software, additional maintenance fees resulting from system modifications, and professional services, consisting of consulting services and training.

Approval of Recommendation 3 will allow the DPH Director, or designee to execute amendments to the Contract to add, delete, and/or change certain terms and conditions, as required under federal or State law or regulation, County policy, Board and/or CEO; execute amendments to reallocate funds between budget pools within the Contract; allow the rollover of unspent Contract funds; issue notices of partial or full termination for convenience; execute amendments to increase or decrease the Contract's scope of services and the maximum contract sum up to ten percent (10%) of the maximum contract sum; and execute amendments for assignment and delegations resulting from acquisitions, mergers, or other changes in ownership, as necessary. In accordance with Board Policy No. 5.070, multi-year services contract cost of living adjustments, the County, upon a future request from Sunquest, would have the discretion to grant a COLA as specified in the Contract. The COLA will not be automatic and is further limited to the lesser of movement in County salaries or any increase in the Consumer Price Index of the Department of Labor Bureau of Labor Statistics. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in the County employee salaries, no COLA will be granted.

Implementation of Strategic Goals

The recommended actions support strategy III.2 – Embrace Digital Government for the Benefit of Our Internal Customers and Communities, and strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total County maximum obligation for the Sunquest contract is \$6,044,100. The funding for this Contract is estimated as follows: \$750,000 from Centers for Disease

Control and Prevention, Epidemiology and Laboratory Capacity for Infectious Diseases Cooperative Agreement, Catalog of Federal Domestic Assistance Number 93.323, and the remaining \$5,294,100 in net County cost.

Funding is included in DPH's fiscal year (FY) 2020-21 Adopted Budget and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since December of 1997, the County, through Internal Services Department (ISD), has contracted with Sunquest for the provision of LIS services. Initially services were acquired through a Purchase Order Agreement, and subsequently in February 2010, through a Master Agreement (MA). The MA included both the DPH and the Department of Health Services (DHS). However, at the end of the Agreement term, DHS ceased to utilize Sunquest services.

The recommended Contract contains all of the Board's required provisions.

Sunquest Information Systems Inc contract includes modified Indemnification language (Exhibit I) and adds the Limitation of Liability provision. CEO Risk Management has reviewed and approved these changes to the standard County provisions.

As required under Board Policy 5.100 (Sole Source Contracts), your Board was notified on September 11, 2019 of DPH's intent to enter into the recommended Contract (Exhibit I) with Sunquest on a sole source basis.

County Counsel has reviewed and approved Exhibit I as to form. The Chief Information Officer (CIO) has reviewed this Board letter as well as the Department's sole source justification, and recommends approval. The CIO has further determined that a CIO analysis is not required for the recommended action as it represents a continuation of the original Agreement, and contains no new Information Technology (IT) matter requiring review.

Attachment B is the sole source checklist signed by the CEO.

CONTRACTING PROCESS

On December 9, 1997, The County, through ISD, entered into Purchase Order Agreement Number 5692, with Sunquest for the provision of Clinical Laboratory Information System and Implementation services, as modified and extended by Amendments. On October 16, 2007, the County and Sunquest also entered into Agreement Number 76372 for the provision of Professional Services.

Subsequently, on February 1, 2010, the County, again through ISD, entered into MA-IS 1040326, which superseded the LIS Agreement. The MA expired on January 31, 2020,

and was subsequently replaced via a Purchase Order Agreement to allow time to negotiate the new Contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will provide the PHL with the needed maintenance and support services to support operations and help DPH protect the public by allowing it to function and respond effectively to disease incidents and outbreak.

Respectfully submitted,

Reviewed by:

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

William S. Kehoe
Chief Information Officer

BF:ld
#04937

Enclosures

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

SUNQUEST INFORMATION SYSTEMS, INC. PRICING TERMS

System Maintenance Fees	
Year	Yearly Totals
Year 1	\$223,535
Year 2	234,712
Year 3	246,448
Year 4	258,771
Year 5	271,710
Year 6	285,296
Year 7	299,561
Total	\$1,820,033
The table above represents the annual Maintenance Fees to be paid by County to Contractor during the term of the Contract for the Existing System	

Optional Work (Pool Dollars) - System Modifications and Professional Services	
Year	Yearly Totals
Year 1	\$474,787
Year 2	624,611
Year 3	146,078
Year 4	243,794
Year 5	334,884
Year 6	143,080
Year 7	78,123
Total	\$2,045,357
The table above represents the annual projections for the acquisition of Additional Hardware, Additional Software and Professional Services as Optional Work using Pool Dollars for the term of the Contract, including sales tax of 10% for System Hardware	

Optional Work (Pool Dollars) - Additional System Maintenance Fees Due to Optional Work	
Year	Yearly Totals
Year 1	\$113,730
Year 2	206,565
Year 3	228,025
Year 4	242,505
Year 5	440,248
Year 6	462,261
Year 7	485,376
Total	\$2,178,710
The table above represents the annual projections for the additional Maintenance Fees resulting from the acquisition of Additional Hardware, Additional Software and Professional Services as Optional Work using Pool Dollars for the term of the Contract	

CONTRACT SUMMARY	Amount
System Maintenance Fees	\$1,820,033
Optional Work (Pool Dollars) - System Modifications and Professional Services	2,045,357
Optional Work (Pool Dollars) - Additional System Maintenance Fees Due to Optional Work	2,178,710
Total Contract Sum	\$6,044,100

**SUNQUEST INFORMATION SYSTEMS, INC.
PRICING TERMS**

System Maintenance Fees	
Year	Yearly Totals
Year 1	\$223,535
Year 2	234,712
Year 3	246,448
Year 4	258,771
Year 5	271,710
Total Years 1 - 5	\$1,235,176
Year 6 (Optional)	285,296
Year 7 (Optional)	299,561
Total Optional Years	\$584,857
Total Years 1-5 (including Optional Years)	\$1,820,033

Additional System Maintenance Fees	
Year	Yearly Totals
Year 1	\$113,730
Year 2	206,565
Year 3	228,025
Year 4	242,505
Year 5	440,248
Total Years 1 - 5	\$1,231,073
Year 6 (Optional)	462,261
Year 7 (Optional)	485,376
Total Optional Years	\$947,637
Total Years 1-5 (including Optional Years)	\$2,178,710

Optional Work System Modifications	
Year	Yearly Totals
Year 1	\$474,787
Year 2	624,611
Year 3	146,078
Year 4	243,794
Year 5	334,884
Total Years 1 - 5	\$1,824,154
Year 6 (Optional)	143,080
Year 7 (Optional)	78,123
Total Optional Years	\$221,203
Total Years 1-5 (including Optional Years)	\$2,045,357

Work Component	Amount
System Maintenance (Years 1-5)	\$1,235,176
Optional Work (Pool Dollars)	3,055,227
Total Contract Sum	\$4,290,403
Year 6 (Optional)	
System Maintenance	285,296
Optional Work (Pool Dollars)	605,341
Year 7 (Optional)	
System Maintenance	299,561
Optional Work (Pool Dollars)	563,499
Total Contract Sum (Including Optional Years)	\$6,044,100

**SUNQUEST INFORMATION SYSTEMS, INC.
PRICING**

System Maintenance Fees	
Year	Yearly Totals
Year 1	\$223,535
Year 2	\$234,712
Year 3	\$246,448
Year 4	\$258,771
Year 5	\$271,710
Total Years 1 - 5	\$1,235,176
Year 6 (Optional)	\$285,296
Year 7 (Optional)	\$299,561
Total Optional Years	\$584,857
Total Years 1-5 (including Optional Years)	\$1,820,033

Optional Work System Modifications	
Year	Yearly Totals
Year 1	\$474,787
Year 2	\$624,611
Year 3	\$146,078
Year 4	\$243,794
Year 5	\$334,884
Total Years 1 - 5	\$1,824,154
Year 6 (Optional)	\$143,080
Year 7 (Optional)	\$78,123
Total Optional Years	\$221,203
Total Years 1-5 (including Optional Years)	\$2,045,357

Additional System Maintenance Fees	
Year	Yearly Totals
Year 1	\$113,730
Year 2	\$206,565
Year 3	\$228,025
Year 4	\$242,505
Year 5	\$440,248
Total Years 1 - 5	\$1,231,073
Year 6 (Optional)	\$462,261
Year 7 (Optional)	\$485,376
Total Optional Years	\$947,637
Total Years 1-5 (including Optional Years)	\$2,178,710

Work Component	Amount
System Maintenance (Years 1-5)	\$1,235,176
Optional Work (Pool Dollars)	\$3,055,227
Total Contract Sum	\$4,290,403
Year 6 (Optional)	
System Maintenance	\$285,296
Optional Work (Pool Dollars)	\$605,341
Year 7 (Optional)	
System Maintenance	\$299,561
Optional Work (Pool Dollars)	\$563,499
Total Contract Sum (Including Optional Years)	\$6,044,100

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CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SUNQUEST INFORMATION SYSTEMS, INC.
FOR
LABORATORY INFORMATION SYSTEM SERVICES

LABORATORY INFORMATION SYSTEM

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- D Contractor's Proposed Schedule (Intentionally Omitted)
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SUNQUEST INFORMATION SYSTEMS, INC.
FOR
LABORATORY INFORMATION SYSTEM SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 2020 by and between the County of Los Angeles, hereinafter referred to as County and Sunquest Information Systems, Inc., hereinafter referred to as "Contractor". Contractor is a Pennsylvania corporation located at 3300 Sunrise Dr., Tucson, AZ 85718.

RECITALS

WHEREAS, the County may contract with private businesses for information technology systems and related services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing information technology systems and related services; and

WHEREAS, the County is authorized by the California Government Code, Section 31000 to contract for special services, including those described above; and

WHEREAS, on _____ 2020, the Board of Supervisors approved the Director of the Department of Public Health, or designee to enter into a Sole Source Contract for the provision of Laboratory Information System (LIS) Services;

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

1.0 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, E, F, G, H, I, J, K, L, M, N, O and P are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word,

responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits, where applicable, according to the following priority.

- 1.1 Exhibit A - Scope of Work
- 1.2 Exhibit B - System Maintenance
- 1.3 Exhibit C - Pricing Terms
- 1.4 Exhibit D - Contractor's Proposed Schedule (Intentionally Omitted)
- 1.5 Exhibit E - Contractor's EEO Certification
- 1.6 Exhibit F - County's Administration
- 1.7 Exhibit G - Contractor's Administration
- 1.8 Exhibit H1-IT -Contractor Acknowledgement and Confidentiality Agreement
- 1.9 Exhibit I - Jury Service Ordinance
- 1.10 Exhibit J - Safely Surrendered Baby Law
- 1.11 Exhibit K - Defaulted Property Tax Reduction Program Certification of Compliance with County's Defaulted Property Tax Reduction Program)
- 1.12 Exhibit L - County Travel Reimbursement
- 1.13 Exhibit M – Escrow Agreement
- 1.14 Exhibit N - Information Security Requirements
- 1.1.5 Exhibit O - Individuals Assignment and Transfer Copyright
- 1.16 Exhibit P - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

2.0 DEFINITIONS

2.1 Standard Definitions:

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

2.1.1.1 **Acceptance Criteria:** The criteria for Acceptance Tests that may be provided by Contractor as part of an applicable Statement of Work for Optional Work, as further described in Task 2 (Provide Acceptance Criteria) under Section 4.2 (Tasks and Deliverables) of Exhibit A (Scope of Work).

2.1.1.2 **Acceptance Period:** The period within which County will provide acceptance of Optional Work deliverables, as may be specified in the applicable Statement of Work for such Optional Work.

2.1.1.3 **Acceptance Test:** Any of one of System tests that may be conducted by County during Contractor's provision of Optional Work pursuant to the Acceptance Criteria developed by Contractor in accordance with an applicable Statement of Work for such Optional Work.

2.1.1.4 **Additional Hardware:** Equipment and related Documentation, including any additional environment refresh hardware, peripheral hardware of any equipment, which Contractor may provide following as part of System Modifications obligations under the Contract. Once installed, Additional Hardware shall become part of, and be deemed, System Hardware for the purpose of this Contract.

2.1.1.5 **Additional Software:** Those software modules and related Documentation, including any additional Application Software licenses, Third Party Software, environment refresh software and Interfaces, or any other software modules, which Contractor may provide following as part of System Modifications or its System Maintenance obligations. Once implemented, Additional

Software shall become part of, and be deemed, System Software for the purpose of this Contract.

- 2.1.1.6 **Application Software:** All software relating to the LIS application except for Third Party Software, and related Documentation, which may be provided by Contractor pursuant to this Contract for meeting the System Requirements, including Functional Requirements.
- 2.1.1.7 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.8 **Business Associate Agreement:** The Business Associate Protected Health Information Disclosure Agreement as set forth in Exhibit P (Business Associate Agreement).
- 2.1.1.9 **Business Day(s):** Monday through Friday, excluding County observed holidays, unless stated otherwise.
- 2.1.1.10 **Change Notice:** Same meaning specified in Paragraph 8.15 (Change Notices).
- 2.1.1.11 **Change Order:** Same meaning as specified in Paragraph 8.16 (Change Orders).
- 2.1.1.12 **Component:** Each and every component or module of the System including System Software and System Hardware.
- 2.1.1.13 **Confidential Information:** Same meaning specified in Paragraph 7.61 (Confidential Information).
- 2.1.1.14 **Consulting Services:** Professional and/or consulting services, which Contractor may provide as part of Professional Services pursuant to Paragraph 3.3 (Optional Work) and the applicable Statement of Work.
- 2.1.1.15 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending

the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.1.16 **Contract Sum:** The maximum monetary amount that may be payable by County to Contractor pursuant to this Contract, as further specified in Paragraph 5 (Maximum Contract Sum).
- 2.1.1.17 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an Contract with the County to perform or execute the work covered by this contract.
- 2.1.1.18 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.1.19 **County's Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.1.1.20 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.21 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.22 **Critical Deficiency:** A deficiency of Priority Level 1, as further specified in Section 5 (Correction of Deficiencies) of Exhibit B (System Maintenance).
- 2.1.1.23 **Cure Period:** The maximum amount of time allotted for Contractor to cure any Optional Work Deliverable Deficiency pursuant to an applicable Statement of Work, as further specified in Section 2.2 (Definitions) of Exhibit B (System Maintenance).

- 2.1.1.24 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.25 **Deficiency; Deficient:** Means and refers to include any substantive defect(s) in the design, development, implementation, materials and/or workmanship; error(s), omission(s) and/or deviation(s) from published and/or mutually agreed upon standards; deviation(s) from any of the agreed upon requirements or any County approved deliverables or Specifications under the Contract; and/or other problems which result in the System, or any System Component, not performing in compliance with the provisions of this Contract, including, but not limited to, the Specifications and System Requirements.
- 2.1.1.26 **Deficiency Credits:** Shall have the same meaning specified in Section 2.2 (Definitions) of Exhibit B (System Maintenance)
- 2.1.1.27 **Deliverable:** Shall mean and refer to any items and/or services that may be provided by Contractor under an applicable Statement of Work for Optional Work, including any numbered Deliverable specified in such Statement of Work.
- 2.1.1.28 **Director:** Shall mean the Director of the Department of Public Health, whether permanent, acting, or interim.
- 2.1.1.29 **Disabling Device:** The term disabling device shall have the meaning specified in Section 2.2 (Definitions) of Exhibit B (System Maintenance).
- 2.1.1.30 **Dispute Resolution Procedure:** Shall mean and refer to the provisions of Paragraph 8.31 (Dispute Resolution Procedure) describing the procedure for resolving the disputes arising under or with respect to this Contract.
- 2.1.1.31 **Documentation:** Any and all written and electronic materials provided or made available by Contractor under this Contract, including, but not limited to, documentation relating to Application Software specifications and functions, training course

materials, Specifications including System Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, Frequently Asked Questions (FAQs), and all other written instructions and reference materials relating to the capabilities, operation, installation and use of the System and/or applicable Components.

- 2.1.1.32 **Downtime:** Shall have the meaning specified in Section 2.2 (Definitions) of Exhibit B (System Maintenance)
- 2.1.1.33 **Downtime Credits:** Shall have the meaning specified in Section 2.2 (Definitions) of Exhibit B (System Maintenance).
- 2.1.1.34 **Effective Date:** The date first written above in this Contract.
- 2.1.1.35 **Escrow Agreement:** An agreement between Contractor and a third party Source Code escrow agent, including all addenda, amendments and modifications thereto, for depositing the Source Code in accordance with Paragraph 9.6.1 (Escrow Agreement).
- 2.1.1.36 **Existing Hardware:** All hardware that is part of the System utilized by County on the Effective Date.
- 2.1.1.37 **Existing Software:** All software that is part of the System utilized by County on the Effective Date
- 2.1.1.38 **Existing System:** The System utilized by County on the Effective Date.
- 2.1.1.39 **Extended Term:** Shall have the meaning specified in Paragraph 4.2 (Extended Contract Term)
- 2.1.1.40 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.1.1.41 **Fixed Hourly Rate:** The hourly rate, set forth in Exhibit C (Pricing Terms), for Professional Services, which Contractor shall provide in the form of Optional Work in accordance with Section 4 (Optional Work) of Exhibit A (Scope of Work).
- 2.1.1.42 **Functional Requirements:** The business, technical and/or other requirements relating to the functionality of the System identified in Attachment A.1 (System Requirements).
- 2.1.1.43 **Go-Live:** County's approval of Deliverable 3 (Go-Live Operation) under Section 4.2 (Tasks and Deliverable) of Exhibit A (Scope of Work) or equivalent in the applicable Statement of Work.
- 2.1.1.44 **Go-Live Operation:** The first Production Use of the System or any separable add-on Component following Go-Live.
- 2.1.1.45 **Go-Live Plan:** the plan for Go-Live Operation developed by Contractor in accordance with Task 3 (Support Go-Live Operation) under Section 4.2 (Tasks and Deliverables) of Exhibit A (Scope of Work) or equivalent in the applicable Statement of Work.
- 2.1.1.46 **Hardware Maintenance:** System Maintenance services as they relate to System Hardware provided by Contractor in accordance with Section 3.2 (Hardware Maintenance) of Exhibit B (System Maintenance), subject to any pass-through hardware maintenance terms provided by the manufacturer of the hardware.
- 2.1.1.47 **Hardware Maintenance Period:** Shall have the meaning specified in Section 2.2 (Definitions) of Exhibit B (System Maintenance).
- 2.1.1.48 **Hardware Updates:** Any and all replacements and additions to System Hardware and Third Party Software, if applicable, provided by Contractor as part of its Maintenance Services obligations in accordance with Section 3.2 (Hardware Maintenance) of Exhibit B (System Maintenance).

- 2.1.1.49 **Help Desk:** Shall have the meaning specified in Section 2.2 (Definitions) of Exhibit B (System Maintenance).
- 2.1.1.50 **Initial Term:** Shall have the same meaning specified in Paragraph 4.1 (Initial Contract Term).
- 2.1.1.51 **Instrument Interfaces:** Any Interface between the System and a laboratory instrument.
- 2.1.1.52 **Interfaces:** Any set of software mechanisms that allows the transfer of electronic data and/or software commands between computer systems, networks, applications or modules, including Instrument Interfaces and System Interfaces, whether part of Existing Software which may be provided by Contractor under this Contract in the form of Additional Software as part of Optional Work, and related Documentation.
- 2.1.1.53 **Maintenance Fees:** The applicable fees to be paid by County to Contractor for System Maintenance as specified in Exhibit C (Pricing Terms) and this Contract
- 2.1.1.54 **Maintenance Services:** Shall have the meaning specified in Section 2.2 (Definitions) of Exhibit B (System Maintenance).
- 2.1.1.55 **Major Deficiency:** A Deficiency of Priority Level 2, as further specified in Section 5 (Correction of Deficiencies) of Exhibit B (System Maintenance).
- 2.1.1.56 **Maximum Fixed Price:** The maximum amount to be paid by County to Contractor for any Optional Work approved by County for delivery by Contractor in accordance with Paragraph 3.3 (Optional Work) and applicable Statement of Work.
- 2.1.1.57 **Maximum Hours:** The number of hours agreed to by County and Contractor for completion of any Statement of Work for Optional Work and used to calculate the Maximum Fixed Price for such Statement of Work.

- 2.1.1.58 **Milestone:** Any deliverable marked as such on a Work Plan for any Statement of Work, as applicable.
- 2.1.1.59 **Minor Deficiency:** A deficiency of Priority Level 3, as further specified in Section 5 (Correction of Deficiencies) of Exhibit B (System Maintenance).
- 2.1.1.60 **Monthly Fee:** The calculated monthly amount of the applicable annual Maintenance Fee, as further defined in Exhibit C (Pricing Terms).
- 2.1.1.61 **Natural Degeneration:** The same meaning specified in Paragraph 9.6.2.
- 2.1.1.62 **Optional Work:** System Modifications and/or Professional Services, which may be provided by Contractor to County under an applicable Statement of Work using Pool Dollars, as specified in Section 4 (Optional Work) of Exhibit A (Scope of Work).
- 2.1.1.63 **Optional Work Warranties:** Contractor's Warranties regarding Optional Work specified in the Contract, including those set forth in Section 4.3 (Warranties and Remedies) of Exhibit A (Scope of Work).
- 2.1.1.64 **Payment Cycle:** For Maintenance Fees equal to three months, or as otherwise specified in Change Notice executed by County for any or all County facilities following the Effective Date.
- 2.1.1.65 **Pricing Terms:** Pricing and payment terms for County's reimbursement to Contractor for work provided by Contractor under this Contract, including those specified in Exhibit C (Pricing Terms) and all Schedules thereto.
- 2.1.1.66 **Priority Level; PL:** Any one of priority levels 1, 2, or 3 for correcting Deficiencies under the Contract, as specified in Section 5 (Correction of Deficiencies) of Exhibit B (System Maintenance).

- 2.1.1.67 **Production Environment:** The System Environment for Production Use.
- 2.1.1.68 **Production Use:** The actual use of the System in the Production Environment as it relates to the System Software.
- 2.1.1.69 **Professional Services:** Consulting Services and/or Training, which may be provided by Contractor to County upon mutual agreement in accordance with Paragraph 3.3 (Optional Work) and any applicable Statement of Work.
- 2.2.1.70 **Project Management:** Shall have the meaning specified in Section 1.2 (Definitions) of Exhibit A (Scope of Work).
- 2.2.1.71 **Project Meetings:** Shall have the meaning specified in Section 1.2 (Definitions) of Exhibit A (Scope of Work).
- 2.2.1.72 **Project Team:** Shall have the meaning specified in Section 1.2 (Definitions) of Exhibit A (Scope of Work).
- 2.2.1.73 **Proprietary Rights:** Shall have the meaning specified in Section 9.7 (Proprietary Rights).
- 2.2.1.74 **Replacement Hardware:** System Hardware introduced into the System together or as part of any Replacement Product.
- 2.2.1.75 **Replacement Product:** Shall have the same meaning specified in Paragraph 10.3 (Continuous Product Support).
- 2.2.1.76 **Replacement Software:** The System Software introduced into the System together or as part of any Replacement Project.
- 2.2.1.77 **Required Insurance:** Shall have the same meaning specified in Paragraph 8.24 (General Insurance Provisions).

2.2.1.78 **Scheduled Maintenance:** Shall have the same meaning specified in Section 2.2 (Definitions) in Exhibit B (System Maintenance).

2.2.1.79 **Scope of Work:** The scope of all Work provided by or on behalf of Contractor under the Contract as specified in Exhibit A (Scope of Work).

2.2.1.80 **Services:** Maintenance Services, Support Services, services that are part of any Optional Work and any other services provided by Contractor to County as part of Work under this Contract.

2.2.1.81 **Services Warranties:** Contractor's Warranties regarding provision of Services under this Contract, including those set forth in Section 6.4 (Services Warranties) of Exhibit B (System Maintenance).

2.2.1.82 **Software Maintenance:** System Maintenance services as they relate to System Software provided by Contractor in accordance with Section 3.1 (Software Maintenance) of Exhibit B (System Maintenance).

2.1.1.83 **Software Updates:** Shall mean and include any additions to and/or replacements to System Software, including any and all Application Software performance and functionality enhanced releases, new Version Releases, System Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections and/or modifications to the Application Software, including those required for the System Software to remain in compliance with applicable Federal and State laws and regulations and the terms of this Contract, provided or made available by Contractor as part of its Maintenance Service obligations in accordance with Section 3.1 (Software Maintenance) of Exhibit B (System Maintenance).

2.1.1.84 **Source Code:** Shall mean the source code for Application Software.

2.1.1.85 **Specifications:** Shall mean any or all of the following, as applicable:

1. All specifications, requirements and standards set forth in Attachment A.1 (System Requirements), including Functional Requirements and System Performance Requirements;

2. All System Maintenance requirements and obligations specified in this Contract, including those set forth in Exhibit B (System Maintenance);

3. The Documentation, to the extent not inconsistent with any of the foregoing in this definition;

4. All specifications specified in any agreed upon Change Order for Optional Work, including but not limited to the applicable Statement of Work and Work Plan;

5. Any System Environment requirements, specifications and certifications provided by Contractor; and

6. All written and/or electronic materials furnished by or through Contractor regarding the System, including functionality, capacity, availability, response times, accuracy or any other performance or other System criteria or any element of the System or any System Component.

2.1.1.86 **Statement of Work:** Written description of work, including an numbered tasks, subtasks and deliverables, that may be provided by Contractor as part of Optional Work using Pool Dollars in accordance with Section 4 (Optional Work) of Exhibit A (Scope of Work).

2.1.1.87 **Status Reports:** Shall have the same meaning specified in Section 1.2 (Definitions) of Exhibit A (Scope of Work).

- 2.1.1.88 **Subcontract:** An agreement by Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.89 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.1.90 **Support Hours:** Shall have the same meaning specified in Section 2.2 (Definitions) of Exhibit B (System Maintenance).
- 2.1.1.91 **Support Services:** Shall have the same meaning specified in Section 2.2 (Definitions) of Exhibit B (System Maintenance)
- 2.1.1.92 **System:** The Existing System utilized by County as of the Effective date and any System Updates and System Modifications provided by Contractor during the term of the Contract either as part of System Maintenance obligations or in the form of System Modifications as part of Optional Work.
- 2.1.1.93 **System Availability:** Shall mean that the System is accessible or otherwise available for use in accordance with the terms of this Contract by any User.
- 2.1.1.94 **System Availability Requirements:** The technical requirements relating to System Availability as identified in Attachment A.1 (System Requirements).
- 2.1.1.95 **System Database:** Shall have the same meaning specified in Section 2.2 (Definitions) of Exhibit B (System Maintenance).
- 2.1.1.96 **System Environment:** The applicable environment supplied by Contractor for the testing, operation and utilization of the System. The System Environment includes the Production Environment

and all other environments described in this Agreement, including the Scope of Wo

- 2.1.1.97 **System Hardware:** Existing Hardware as of the Effective Date and any Hardware Updates, Replacement Hardware and Additional Hardware provided by Contractor during the term of this Contract either as part of System Maintenance obligations or in the form of System Modifications as part of Optional Work.
- 2.1.1.98 **System Improvement:** Shall have the meaning specified in Section 2.2 (Definitions) of Exhibit B (System Maintenance).
- 2.1.1.99 **System Interfaces:** Interfaces between the System and other system.
- 2.1.1.100 **System Maintenance:** Shall have the meaning specified in Paragraph 2.1 (Description) of Exhibit B (System Maintenance).
- 2.1.1.101 **System Modifications:** Additional Hardware and any other modifications to the System provided by Contractor as part of Optional Work.
- 2.1.1.102 **System Network:** The networking Component of the System Environment as specified in Attachment A.2 (System Environment).
- 2.1.1.103 **System Performance:** The performance of the System with respect to System Availability and/or System Response Time.
- 2.1.1.104 **System Performance Requirements:** The technical requirements relating to the performance of the System identified in Attachment A.1 (System Requirements), including System Availability Requirements and System Response Time Requirements.
- 2.1.1.105 **System Performance Warranties:** The Warranties relating to the System Performance, as specified in Section 6.3 (System Performance Warranties) of Exhibit B (System Maintenance).

- 2.1.1.106 **System Requirements:** The requirements of the System identified in Attachment A.1 (System Requirements), including Functional Requirements and System Performance Requirements.
- 2.1.1.107 **System Response Time:** Shall have the same meaning as specified in Section 2.B (System Response Time) of Attachment A.1 (System Requirements).
- 2.1.1.108 **System Response Time Requirements:** The technical requirement relating to System Response Time identified in Attachment A.1 (System Requirements).
- 2.1.1.109 **System Review:** Shall have the same meaning specified in Section 2.2 (Definitions) of Exhibit B (System Maintenance).
- 2.1.1.110 **System Software:** Existing Software as of the Effective Date and any Software Updates, Replacement Software and Additional Software provided by Contractor during the term of this Contract either as part of System Maintenance Obligations or in the form of System Modifications as part of Optional Work.
- 2.1.1.111 **System Updates:** Any upgrades or updates to the System, including Hardware Updates, Replacement Products and Software Updates, provided by Contractor as part of its System Maintenance obligations.
- 2.1.1.112 **System Warranties:** Contractor's Warranties regarding the System specified in this Contract, including those set forth in Section 6.2 (System Warranties) of Exhibit B (System Maintenance).
- 2.1.1.113 **Test Environment:** The System Environment provided by Contractor for testing the System, including County's performance of Acceptance Tests.
- 2.1.1.114 **Test Plan:** A plan for conducting Acceptance Tests, as further specified in Task 2 (Provide Acceptance

Criteria) under Section 4.2 (Tasks and Deliverables) of Exhibit A (Scope of Work) or equivalent in the applicable Statement of Work.

2.1.1.115 Third Party Software: The operating software and any other third party software and tools that are not Application Software, and related Documentation, which are owned by third parties and sublicensed to County by Contractor and which are installed and maintained by Contractor under the Contract in order to meet the System Requirements, subject to the applicable pass-through sublicense terms.

2.1.1.116 Training: The term "Training" shall mean training and/or other educational services, which Contractor may provide as part of Professional Services pursuant to Paragraph 3.3 (Optional Work) and the applicable Statement of Work.

2.1.1.117 User: Any person or entity authorized by County to access or use the System pursuant to this Contract.

2.1.1.118 Version Release: Contractor's Application Software major version upgrade which may contain new software functionalities and features and/or system compatibilities, including any Replacement Product.

2.1.1.119 Warranties: An or all of the warranties regarding Contractor's work under the Contract, including general warranties, System Warranties, Services Warranties and Optional Work Warranties.

2.1.1.120 Warranty Period: Shall have the same meaning specified in Section 2.2 (Definitions) of Exhibit B (System Maintenance) or in any Statement of Work, as applicable.

2.1.1.121 Work: Shall have the same meaning specified in Paragraph 3.0 (Work)

2.1.1.122 Work Plan: A project plan for Contractor's completion of Optional Work pursuant to an applicable Statement of Work for such Optional Work as further described in Task 1 (provide Work

Plan) under Section 4.2 (Tasks and Deliverables) of Exhibit A (Scope of Work).

3.0 WORK

3.1 Scope of Work

During the term and pursuant to the provisions of this Contract, Contractor shall perform, complete and deliver to County tasks, subtasks, deliverables, goods, services and other worked as specified in Exhibit A (Scope of Work), including Project Management, System Maintenance and Optional Work, pursuant to the pricing terms set forth in Exhibit C (Pricing Terms), with all Attachments and Schedules thereto.

If Contractor provides to County any work that exceeds the Contract Sum, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

3.2 System Maintenance

Contractor shall provide to County services relating to the maintenance and support of the System, including Maintenance Services and Support Services, as provided in, and in accordance with, Exhibit B (System Maintenance) and this Contract (hereinafter "System Maintenance") in exchange for County's payment of the applicable Maintenance Fees set forth in Exhibit C (Pricing Terms). System Maintenance obligations shall commence upon the Effective Date and shall continue throughout the term of this Contract. The Maintenance Fees shall not exceed the amounts specified in Exhibit C (Pricing Terms) other than as a result of a fully executed Amendment or a Change Order for Optional Work. The Maintenance Fees for the System shall, commencing from year two (2) of the Contract and continuing throughout its term, increase by the lesser of Cost of Living Adjustment (COLA) and five percent (5%) from the previous year, as projected in detail in Schedule C.1 (System Maintenance and Optional Work Schedule).

3.3 Optional Work

Upon County's request and mutual agreement, Contractor shall provide to County Optional Work, including System Modifications, consisting of Additional Software and Additional Hardware, and/or Professional Services, consisting of Consulting Services and Training, all pursuant to the applicable Statement of Work. Optional Work shall

only include those products and services relating to requirements not reflected on the Effective Date in the Specifications as set forth herein, including System Requirements. Upon Contractor's completion and County's approval of any Statement of Work for Optional Work, Attachment A.1 (System Requirements) shall include by reference and be deemed to include the additional System Requirements resulting from such Optional Work. Prices for items of Optional Work, including Additional Software, Additional Hardware, System Modifications and Professional Services, that may be acquired by County during the term of the Contract are specified in Schedule C.1 (System Maintenance and Optional Work Schedule).

3.3.1 Statement of Work

Upon County's request for Optional Work, Contractor shall provide to County, within ten (10) Business Days of County's request, a proposed Statement of Work including a written quotation of a Maximum Fixed Price calculated based on the Fixed Hourly Rate and any estimated necessary travel expenses, as applicable. Contractor's quotation shall be valid for at least ninety (90) days from submission. Optional Work shall be provided at the agreed upon Statement of Work, as specified in Section 4 (Optional Work) of Exhibit A (Scope of Work).

3.3.2 Pricing Terms

Contractor's rates for Optional Work shall be subject to the applicable pricing terms set forth in Exhibit C (Pricing Terms) during the term of this Contract. Contractor's Fixed Hourly Rate for Professional Services specified in Exhibit C (Pricing Terms) shall, commencing from year two (2) of the Contract and continuing throughout its term, increase by the lesser of COLA and five percent (5%) from the previous year.

All Optional Work shall be provided at agreed upon Maximum Fixed Price as specified in each Statement of Work, where applicable. In no event shall Contractor be paid more than the agreed upon Maximum Fixed Price for any Statement of Work.

3.3.3 Travel Expenses

The Maximum Fixed Prices shall include any estimated reasonable travel expenses necessary for the completion of the applicable Statement of Work, provided that such expenses (i) shall be based on the actual expenditures accrued, supported by adequate

documentation substantiating the validity of the claimed expenses and submitted in accordance with Paragraph 5.5 (Invoices and Payments) herein, (ii) are approved in advance in writing by County's Project Manager on the applicable Statement of Work or Change Order, and (iii) do not exceed the limits set forth in applicable provisions of the then current Chapter 5.40 (Travel and Other Expenses), the most recent version of which as of the Effective Date is attached hereto as Exhibit L (County Travel Expense Reimbursement Rates).

3.3.4 Approval of Optional Work

All Optional Work provided and completed by Contractor shall require County's approval in accordance with Paragraph 3.4 (Approval of Contractor's Work) and as specified in the applicable Statement of Work before Contractor is reimbursed by County for such Optional Work, which approval shall not be unreasonably withheld.

3.4 Approval of Contractor's Work

All work performed by, and all invoices submitted by, Contractor pursuant to this Contract must receive the written approval of County's Project Director, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

Upon completion of Optional Work by Contractor, Attachment A.3 (Acceptance Form) shall be completed by and submitted by Contractor and shall include supporting documentation. The Acceptance Form and each supporting documentation shall require County Project Director's written approval, as evidenced by County Project Director's countersignature on the applicable Acceptance Form.

County reserves the right to reject any work not approved by County in accordance with this Paragraph 3.4. Unless specified otherwise in the applicable Statement of Work, County will provide such approval or disapproval within thirty (30) days from completion by Contractor of the deliverables or receipt by County of Contractor's invoices, as applicable, subject to the Dispute Resolution Procedure. In the event County's Project Director disapproves any of Contractor's work, invoices or time reports by County's Project Director, in his/her

reasonable discretion and based upon non-conformance with agreed upon and documented specifications, County may pursue any and all remedies set forth in this Contract, including Paragraph 10.2 (Problem Resolution), and as otherwise provided by law and/or in equity.

3.5 Standard of Services

Contractor's services and other work required by this Contract shall during the term of the Contract conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's work provided under this Contract fails to conform to such standards, upon written notice from County specifying the failure of performance, Contractor shall, within thirty (30) days from County's notice of such failure, at Contractor's sole expense, provide the applicable remedy as specified in this Contract, including Exhibits A (Scope of Work) and B (System Maintenance). Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Application Software or by any other tools introduced by Contractor into the System for the purpose of performing services or other work under this Contract or otherwise.

4.0 TERM OF CONTRACT

4.1 Initial Contract Term

The term of this Contract shall commence upon the Effective Date and shall expire five (5) years thereafter (hereafter "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 Extended Contract Term

At the end of the Initial Term, County may, at its sole option, extend this Contract for up to two additional one-year periods (hereinafter "Extended Term," and together with the Initial Term the "Term") in each case by an Amendment to the Contract executed by the Director and Contractor's authorized representative(s) in accordance with Section 8.1 (Changes to Contract), subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Contract providing for early termination of the Contract by County. If County elects not to exercise its option to

extend at the end of the term, or the extended term, as applicable, the remaining option(s) shall automatically lapse.

Each option to exercise the County's right to extend the Contract shall be exercised at the sole discretion of the Director as authorized by the Board of Supervisors.

- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Contractor shall notify DPH when this Contract is within six months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPH at the address herein provided in Exhibit F - County's Administration.

5.0 CONTRACT SUM

5.1 Maximum Contract Sum

- 5.1.1 The Maximum Contract Sum under this Contract shall be the total maximum monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other work required or requested by County under this Contract, including Project Management, System Maintenance and any Optional Work. All work completed by Contractor must be approved in writing by County in accordance with Paragraph 3.4 (Approval of Contractor's Work). The total Contract Sum, including all applicable taxes if any, and Pool Dollars authorized by County for the term of this Contract, including the Extended Term, shall not exceed \$6,044,1000 as further detailed in Exhibit C (Payment Schedule), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Contract in accordance with Paragraph 8.1 (Changes to Contract). Notwithstanding the foregoing, in the event the Maximum Contract Sum is reached prior to the end of the term of this Contract, including the Extend Term, Contractor shall neither be obligated nor able to provide deliverables, goods or services that would result in charges exceeding the maximum Contract Sum absent a duly executed Amendment in accordance with Paragraph 8.1 (Changes to Contract) that would increase the Maximum Contract Sum.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

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

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing Services specified in Exhibit A (Scope of Work) and elsewhere hereunder in this Contract. The Contractor shall

invoice County in accordance with Exhibit C (Pricing Schedule): (i) for System Maintenance, by payment of the applicable Maintenance Fees as specified in Exhibit C (Pricing Schedule); (ii) for all Optional Work, on a per Change Order basis by payment of the actual price expended by Contractor for the provision of Optional Work, not to exceed the Maximum Fixed Price quoted for such Optional Work, as applicable, as further may be specified in and in accordance with the applicable Statement of Work for such Optional Work; and (iii) for additional Maintenance Fees as a result of Optional Work, not to exceed the Maximum Fixed Price quoted for such additional Maintenance Fees

- 5.5.2 The Contractor's invoices shall include the charges owed to Contractor by County under the terms of this Contract as provided in Exhibit C (Pricing Terms) and/or in pricing terms in the applicable Statement of Work for Optional Work. All invoices and supporting documents under this Contract shall be submitted to the person designated in Exhibit F (County's Administration). Unless otherwise directed by County's Project Manager, all invoices shall be submitted in an electronically legible format or as otherwise agreed to by County and Contractor.
- 5.5.3 The Contractor shall submit all invoices and other supporting documents under this Contract (i) for System Maintenance, in advance no later than 30 days prior to the next Payment Cycle, (ii) for Optional Work, no later than within 30 days from County's approval of a Milestone, and (iii) no later than within 30 days from County's approval for additional Maintenance fees as a result of Optional Work (hereinafter in this Paragraph 5.5 "Invoice Due Date", as applicable).

If County does not receive an invoice by the applicable Invoice Due Date, County may escalate Contractor's failure to timely submit an invoice to County's Project Manager and Contractor's Project Manager for resolution pursuant to the Dispute Resolution Procedure. If, following completion of the Dispute Resolution Procedure, County still does not receive the invoice, and all work intended to be paid by such invoice shall be considered gratuitous effort on the part of Contractor, for which Contractor shall have no claim whatsoever against County.

5.5.4 Invoice Detail

Each invoice submitted by Contractor shall indicate, at a minimum:

1. Contract Name and Number;
2. The tasks, subtasks, deliverables, goods, services or other work for which payment is claimed and price for work calculated based on the pricing terms set forth in Exhibit C (Pricing Terms) and/or any Statement of Work, as applicable;
3. If applicable, validation of deliverable(s) provided by Contractor in accordance with any applicable Statement of Work for which payment is claimed;
4. The unique item identification number or reference to any specific Change Order describing tasks, subtasks, deliverables, goods, services or other work provided, as may be described in the applicable quote;
5. Any payment withholds or reversals thereof;
6. Any applicable credits due County under the terms of this Contract or reversals thereof; and
7. Any additional documentation requested by County for accurately identifying and applicable charges.

5.5.5 County Approval of Invoices

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

5.5.6 Invoice Discrepancies

County's Project Manager will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found in good faith upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's

notice of discrepancies and disputed charges. Following the expiration of the thirty (30) day period (hereinafter in this Paragraph 5.5 "Invoice Dispute Deadline"), County shall proceed to pay Contractor any and all undisputed charges on the invoice.

Payment of any disputed charges following the Invoice Dispute Deadline may be escalated by Contractor to County's Project Manager and Contractor's Project Manager for resolution pursuant to the Dispute Resolution Procedure. If Contractor fails to submit the invoice dispute to the Dispute Resolution Procedure by the Invoice Dispute Deadline or if, following completion of the Dispute Resolution Procedure, the invoice dispute is still not resolved, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice.

All County correspondence relating to invoice discrepancies shall be sent by email to County's Project Manager, with a copy to the applicable County Facility Coordinator, at the address as set forth in Exhibit F (County's Administration).

5.5.7 Payment of Invoices

Provided that Contractor is not in default under any provision of this Contract, County will pay all invoice amounts to Contractor within thirty (30) days from County's receipt and approval of invoices pursuant to Paragraph 5.5.5 (County Approval of Invoices), provided such invoices have not been disputed in accordance with and subject to the provisions of Paragraph 5.5.6 (Invoice Discrepancies) above (hereinafter in this Paragraph 5.5 "Payment Due Date").

If no payment is received by Contractor by the Payment Due Date, Contractor shall, within thirty (30) days of the Payment Due Date, notify County in writing that a duly owed payment for a County approved invoice has not been received by Contractor. County shall have thirty (30) days from receipt of Contractor's notice to pay the invoice (hereinafter in this Paragraph 5.5 "Non-Payment Date"). If County does not pay the invoice by the Non-Payment Date, Contractor may escalate County's failure to pay an invoice to County's

Project Manager and Contractor's Project Manager for resolution pursuant to the Dispute Resolution Procedure. If, following completion of the Dispute Resolution Procedure, County still does not pay the invoice at issue, Contractor shall notify County in writing of its intent to terminate or suspend all work for the County Facility invoiced if County does not render payment within thirty (30) days from County's receipt of such notice from Contractor. Upon non-payment by County within such thirty (30) day period, Contractor shall have the right upon its election to terminate or suspend this Contract in accordance with Paragraph 8.43 (Termination for Default).

Notwithstanding the foregoing, unless specifically stated otherwise in this Paragraph 5.5.7, County's failure to pay any invoice by the Payment Due Date shall not be deemed an automatic invoice approval or acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest on any late payment or any other penalties to County, including but not limited to placing County, or any County Facility, on a credit hold or suspending any Services hereunder.

5.5.8 Payment of Taxes

Contractor shall be liable and responsible for payment of any and all applicable taxes arising from and/or applying to any and all tasks, deliverables, goods, services, and/or other work performed under this Contract except for any sales taxes due to the State of California, if any, for software updates on tangible media. Contractor shall invoice County for such taxes as part of Contractor's monthly and/or deliverable billing, and Contractor shall pay such taxes collected in this manner to the State of California.

In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

5.5.9 Reports by Contractor

In order to control expenditures and to ensure reporting of all goods, services and other work provided by Contractor, Contractor shall provide to County's Project Manager on a

regular basis, as frequently as required by County's Project Manager, written reports (hereafter "Status Report(s)") in accordance with Section 2.2. (Status Reports of Exhibit A (Scope of Work), which shall, at a minimum, include the information listed therein, and any other information which County may from time-to-time require.

5.6 Cost of Living Adjustments (COLAs)

5.6.1 If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit F - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

- 6.2.1 The role of the County's Project Director may include:
- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
 - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall

Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Contract Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit G (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit G (Contractor's Administration). The Contractor shall notify

the County in writing of any change in the name or address of the Contractor's Project Manager.

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to

Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality and Security

7.6.1 Confidentiality

7.6.1.1 Confidential Information Defined

Except as provided in Section 7.6.1.2 (Exclusions) below, each Party agrees that all information supplied by one Party and its affiliates and agents (collectively, the "**Disclosing Party**") to the other ("**Receiving Party**") including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, models, displays and manuals; (b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to County's customers, patients, business partners, or personnel; (d) Personal Data (as defined below); and (e) Protected Health Information (as defined below), will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("**Confidential Information**"). The foregoing definition shall also include any Confidential Information provided by either Party's contractors, subcontractors, agents, or

vendors. To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends. Subject to the licenses provided by Contractor to County and the other terms set forth in this Contract (e.g. a Statement of Work specifically setting forth other ownership rights), all Contractor Confidential Information shall be and remain the property of Contractor and Contractor shall retain exclusive rights and ownership thereto.

7.6.1.2 Exclusions

Confidential Information will not include any information or material, or any element thereof, whether or not such information or material is Confidential Information for the purposes of this Contract, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of this Contract or a similar confidentiality or non-disclosure agreement, obligation or duty; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party, (c) has been or is hereafter rightfully received by the Receiving Party from a third-party (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. It will be presumed that any Confidential Information in a Receiving Party's possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.

7.6.1.3 Treatment of Confidential Information

Each Party recognizes the importance of the other Party's Confidential Information. In particular, each Party recognizes and agrees that the Confidential

Information of the other is critical to their respective businesses and that neither Party would enter into this Contract without assurance that such information and the value thereof will be protected as provided in this Section 7.6.1 (Confidentiality) and elsewhere in this Contract. Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Contract. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Contract, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Contract to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information, including this Section 7.6.1 (Confidentiality). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third- parties, including without limitation customers, subcontractors, or consultants, without the Disclosing Party's prior written consent, will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.

7.6.1.4 Non-Exclusive Equitable Remedy

Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third-parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 7.6.1 (Confidentiality) shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the non-breaching Party.

7.6.1.5 Personal Data

"Personal Data" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personal Data shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("**U.S.C.**") §6801 et seq.), Protected Health Information as defined under the Health Information Portability and Accountability Act and regulations promulgated thereunder, including 45 C.F.R. 160 and 164, and "Personal Data" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data. In connection with this Contract and performance of the Services, Contractor may be provided or obtain, from County or otherwise, Personal Data pertaining to County's current and prospective personnel, directors and officers, agents, subcontractors, investors, patients, and customers

and may need to Process such Personal Data and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the Services.

7.6.1.6 Treatment of Personal Data

Without limiting any other warranty or obligation specified in this Contract, and in particular the confidentiality provisions of this Section 7.6.1 (Confidentiality), during the Term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personal Data in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Personal Data to any third-party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and Process Personal Data only in compliance with (a) this Contract, and (b) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

7.6.1.7 Retention of Personal Data

Contractor will not retain any Personal Data for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personal Data in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personal Data.

7.6.1.8 Compelled Disclosures

To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law

or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide the Disclosing Party notice not less than five (5) Business Days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

7.6.1.9 Compliance with Federal and State Confidentiality Requirements

County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 and as amended from time to time ("HIPAA"), and 42 U.S.C. § 290dd-2. Under this Contract, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information and confidential substance abuse patient records in order to provide those services. Contractor acknowledges and agrees that all patient records and Protected Health Information shall be subject to the confidentiality and disclosure provisions of HIPAA, HITECH Act, ARRA, 42 U.S.C. § 290dd-2, and the regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for Electronic Protected Health

Information at 45 Code of Federal Regulations ("C.F.R."), parts 142, 160, and 164, as the same may be amended from time to time, 42 Code of Federal Regulations Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records regulations or "**Part 2 Regulations**"), as the same may be amended from time to time, and any other applicable federal and state laws (including California Civil Code Sections 56.00 et. seq. (the Confidentiality of Medical Information Act) and California Health and Safety Code 1280.15) (collectively, the "**Privacy and Security Laws**") and shall maintain the confidentiality of all such records and information and otherwise comply in accordance with such laws. The Parties further agree and shall abide by the provisions of Exhibit H (Business Associate Agreement) hereto, including all obligations therein with respect to information subject to HIPAA. Should County amend Exhibit P (Business Associate Agreement) as is necessary to comply with the requirements of the Privacy and Security Laws, County will execute a Change Notice in accordance with Section 8.1.2 (Change Notice), which shall replace Exhibit P (Business Associate Agreement) with the updated Business Associate Agreement.

7.6.1.10 County Data

All County Data shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The data of County shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of, to third- parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

7.6.1.11 Return of Confidential Information

On County's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential

Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 7.6.1.11(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 7.6.1.11(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Contract, County shall return or destroy all Contractor Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.

7.6.2 Security

7.6.2.1 System Security

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into the System, as further specified in Exhibit N (Information Security Requirements). In no event shall Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

7.6.2.1 System Data Security

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the System data or any other County data. Contractor shall protect, secure and keep confidential all System data in compliance with all applicable federal, state and local laws, rules, regulations, ordinances, and publicly known guidelines and directives, relating to confidentiality and information security (including any breach of the security of the System, such as any unauthorized acquisition of System data that compromises the security, confidentiality or integrity of personal information) and provisions of Exhibit N (Information Security Requirements). Further, Contractor shall take all reasonable actions necessary or advisable to protect all System data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County's Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County's Project Director. Contractor shall not use System data for any purpose or reason other than to fulfill its obligations under this Contract.

7.6.3 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88>
Rev.%201

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

7.64 Confidentiality and Security

Each party shall protect the other's Confidential Information from unauthorized dissemination and use it with the same degree of care that each party uses to protect its own Confidential Information, but in no event less than a reasonable amount of care. Except as required by law, neither party will use the other's confidential Information for purposes other than those necessary to further the purposes of this Contract and as may be required to report to its affiliates, legal and financial advisors, the authorities or the requisite governmental agencies. Except as otherwise expressly set forth in this Contract or may be required by the California Public Records Act, neither party will disclose to third parties the other's Confidential Information without the prior written consent of the other party.

Furthermore, with respect to County's Confidential information that is obtained by Contractor, Contractor shall (i) ensure that only those Contractor personnel and/or

subcontractor employees required to perform the work hereunder shall have access to such Confidential Information; (ii) not use any such Confidential Information for any purpose whatsoever other than carrying out the express terms of this Contract; (iii) promptly transmit to County all requests for disclosure of any such Confidential Information; (iv) not disclose, except as otherwise specifically permitted by this Contract, any such Confidential Information to any person or organization other than County without County's prior written authorization that the information is releasable; and (v) upon expiration or termination of this Contract, return all such Confidential Information to County or maintain such Confidential Information according to the procedures set forth herein or written procedures sent to Contractor by County for this purpose.

Contractor shall inform all of its officers, employees, agents and subcontractors performing work hereunder of the confidentiality provision of this Contract and shall ensure that each of its and subcontractors' officers, employees and agents performing work hereunder has executed, prior to commencing such work, Contractor's or subcontractor's standard confidentiality and non-disclosure agreement which includes confidentiality and non-disclosure provision substantially as protective as the confidentiality and non-disclosure provision of this Contract, including Paragraph 7, subparagraph 7.6.4 and Exhibit H1-IT (Contractor Acknowledgement, Confidentiality, and Agreement

7.7 Protection of Electronic County Information – Data Encryption Standards

Contractor that electronically transmits or stores Personal Information (hereinafter "PI"), Protected Health Information (hereinafter "PHI"), and/or Medical Information (hereinafter "MI") shall comply with the encryption standards set forth below and incorporated into this Contract and all Amendments thereto (collectively, the "**Encryption Standards**"), as required by the Board of Supervisors Policy Number 5.200 (hereinafter "Policy"). For purposes of this Section 14.3 (Protection of Electronic County Information – Data Encryption Standards), PI is defined in California Civil Code Section 1798.29(g); PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing

regulations; and MI is defined in California Civil Code Section 56.05(j).

7.7.1 Encryption Standards – Stored Data

Contractor's and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PH, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractor's and subcontractors' use of remote services(e.g., cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be subject to written pre-approval by the County's Chief Executive Office.

7.7.2 Encryption Standards – Transmitted Data

All transmitted (e.g., network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit. Notwithstanding the foregoing, this encryption requirement does not apply to communications to and from Contractor's servers that occur over a network dedicated exclusively to Contractor's use and isolated from third-party communications at the physical layer (OSI layer 1).

7.7.3 Definition References

1. As used in this Policy, the phrase "Personal Information" shall have the same meaning as set forth in subdivision (g) of California Civil Code section 1798.29.
2. As used in this Policy, the phrase "Protected Health Information" shall have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.
3. As used in this Policy, the phrase "Medical Information" shall have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

7.7.4 Compliance

Contractor shall certify its compliance with the Policy prior to being awarded the Contract with County and/or shall maintain compliance with this Policy during the term of the Contract and for as long as Contractor maintains or is in possession of County's PI, PHI and/or MI. In addition to the foregoing certification, Contractor shall maintain any validation or attestation reports that the data encryption product generates, and such reports shall be subject to audit in accordance with the Contract. County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Contractor, for failing to comply with this Policy, may be subject to suspension or termination of the Contract, denial of access to County IT resources, and/or other actions as deemed appropriate by the County.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Changes to Contract

8.1.1 Amendments

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Section 8.1.1 (Amendments). County reserves the right to change any portion of the Services required under this Contract and to change any other provisions of this Contract. All such

changes shall be accomplished only as provided in this Section 8.1.1 (Amendments).

8.1.1.1 Except as otherwise provided in this Contract, for any mutually-agreed change which affects the scope of work, term, Maximum Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared, agreed to and executed by Contractor and by the Board of Supervisors or its authorized designee.

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

8.1.1.3 Notwithstanding the foregoing provisions of this Section 8.1 (Changes to Contract), the Director, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extension. To implement an extension of time, an Amendment to the Contractor shall be prepared and executed by the County and by Contractor's authorized representative(s).

8.1.2 Change Notice

For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Contract, a written change notice ("Change Notice") may be prepared and executed by the DPH Chief Information Officer (CIO) or designee.

8.1.3 Change Order

For any change which requires Contractor to incur any additional costs or expenses using Pool Dollars, a written change order ("Change Order") may be prepared and executed

by the Director or designee. For any Optional Work requested by County, following agreement on the Services, a Change Order shall be prepared and executed by each of: (a) the Director or designee, and (b) Contractor's authorized representative(s). County is specifically authorized to execute Change Orders for expenditure of Pool Dollars for acquisition of Optional Work under the Contract. Any requests for the expenditure of Pool Dollars must be approved in writing by the DPH CIO or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of

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

8.3 Intentionally Omitted

8.4 Budget Reductions

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within 20 business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.2.2 The County will review the Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.5.2.4 If, at any time, Contractor wishes to change the Contractor's policy, Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 10 business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses incurred, including, without limitation, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, to the extent arising from, connected with, or related to any violation on the part of failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules,

regulations, ordinances Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit E - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit I and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its

Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate, to the

County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not

responsible, the County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the

debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the

proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

- 8.13.1 Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit J, in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.14.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support

obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as

determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Facsimile Representations

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

8.19 Fair Labor Standards

8.19.1 Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents,

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

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all

purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

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

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

8.22.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

8.22.4 Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification and Limitation of Liability

8.23.1 Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or

damage arising from the sole negligence or willful misconduct of the County indemnitees.

- 8.23.2 Any liability of Contractor to the County arising out of or relating to this Contract shall be limited, in the aggregate, to the amount of damages up to five million dollars (\$5,000,000) or the amount of insurance required under this Contract pursuant to Section 8.25 (Insurance Coverage Requirements) herein, whichever amount is greater. Contractor agrees that in no event shall this limitation of liability provision in any way reduce the insurance policy limits or limit the scope of insurance protection required to be afforded to the County pursuant to Section 8.24 (General Provisions for all Insurance Coverage) below.

Neither Contractor nor the County shall be liable to the other for any special, incidental, indirect, exemplary, and/or punitive damages, or for any economic consequential damages (including lost profits or savings), even if the other party is informed of their possibility.

Nothing in this Section 8.23 shall limit Contractor's liability for grossly negligent acts and/or omissions, willful or intentional misconduct or Contractor's obligations of indemnification under Section 9.9 (Intellectual Property Indemnification).

The remedies set forth in this Section 8.23 are not exclusive, and their application shall not be construed as a waiver of any other remedy provided by law or as set forth in this Contract.

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to

protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as

a waiver of any of the Required Insurance provisions.

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

County of Los Angeles – Department of Public
Health Contract Monitoring Unit
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Chief, Contract Monitoring Unit

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

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents and employees (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

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

8.25.4 **Unique Insurance Coverage**

8.25.4.5 **Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and

maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

8.25.4.6 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$10 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages (Intentionally Omitted)

8.27 Most Favored Public Entity

8.27.1 If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in

compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit E (Contractor's EEO Certification).
- 8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or

suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

- 8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

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

8.31 Dispute Resolution Procedure

- 8.31.1 It is the intent of the Parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each Party's organization that is most knowledgeable about the disputed issue. The Parties understand and agree that the procedures outline in this Section 8.31.1 (Dispute Resolution Procedure) are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this Section 8.31.1 (Dispute Resolution Procedure),

a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in Contract or in tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.

Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Section 8.31 (Dispute Resolution procedure) (such provisions shall be collectively referred to as the "**Dispute Resolution Procedure**"). Time is of the essence in the resolution of disputes.

Contractor and County agree that, the existence and details of a dispute notwithstanding, both Parties shall continue without delay to their performance hereunder, except for any performance which County determines should be delayed as a result of such dispute.

Subject to the provisions of Section 5.5 (Invoices and Payments), if Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of the Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

If County fails to continue without delay to perform its responsibilities under this Contract which County determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

In the event of any dispute between the Parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the Parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's president or equivalent and the Director. These persons shall have ten days to attempt to resolve the dispute.

In the event that at these levels, there is not a resolution of the dispute acceptable to both Parties, then each Party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.

All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The Parties shall act in good faith to resolve all disputes. At all three levels described in this Section 8.31 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conferences between the Parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange in correspondence.

Notwithstanding any other provision of this Contract, County's right to terminate this Contract or to seek injunctive relief to enforce the provision of Section 7.6 (Confidentiality) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.

Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit J, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits F - County's Administration and G - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

8.35.1 Notwithstanding the above, Contractor and the County agree that, during the term of this Contract and for a period

of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- 8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to the County during the term of this Contract and for a period of seven years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by

Contractor or otherwise, then Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the Term of this Contract or within seven (7) years after the expiration or termination of this Contract, representatives of the County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to Contractor, then the difference shall be either: a) repaid by Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to Contractor, then the difference shall be paid to Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

- 8.40.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Chief, Contract Monitoring Unit

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

8.41.1 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

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

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

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including relevant books, records, documents, or other evidence bearing on the costs and expenses of

Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 Termination by County

The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director: Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to the County for reasonable direct costs incurred by the County, as determined by the County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in

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

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination By Contractor

Contractor may, by written notice to County, terminate or suspend this Contract whose invoice County failed to pay after exhausting the Dispute Resolution Procedure and a reasonable opportunity to cure of no less than 30 days, has been provided to County.

8.45 Termination for Improper Consideration

- 8.45.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an

intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.45.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.46 Termination for Insolvency

8.46.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.46.1.1 Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.46.1.2 The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;

8.46.1.3 The appointment of a Receiver or Trustee for Contractor; or

8.46.1.4 The execution by Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.4.7.2 Federal Funds Projects

If any federal funds are to be used to pay for any of Contractor's services under this Contract, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 3109 of Public Law 101 121 (31 United States Code Section 1352) and any implementing regulations and shall ensure that each of its subcontractors receiving funds provider under this Contract also fully complies with all such certification and disclosure requirements.

8.48 Termination for Non-Appropriation of Funds

8.48.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.49 Validity

8.49.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of

this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.50 Waiver

- 8.50.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 Warranty Against Contingent Fees

- 8.51.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 8.51.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.52 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

8.53 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

8.53.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.54 Time Off for Voting

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

8.55 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.56 Intentionally Omitted

8.57 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.58 Compliance with the County Policy of Equity

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.59 Prohibition from Participation in Future Solicitation(s)

Neither a Contractor, subsidiary of, nor Subcontractor to Contractor, nor a proposer shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the Contractor under this Contract. As this prohibition applies to Subcontractors of the Contractor, Contractor shall notify any Subcontractors providing services under this Contract of this prohibition before they commence work. Any response to a solicitation submitted by the Contractor/Proposer, or by any subsidiary of or Subcontractor to the Contractor/Proposer in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Contract.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Business Associate

9.1.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit P in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit P, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

9.2 System Ownership

9.2.1 System Hardware

Contractor acknowledges that all System Hardware, including any Existing Hardware Updates, Replacement Hardware and Additional Hardware, provided by Contractor or by County in accordance with Contractor's specifications under any prior agreements or this Contract is and shall remain owned by County, provided that any required payment for such hardware by County to Contractor has been made in full.

9.2.2 System Software

All System Software, including any Existing Software, Software Updates, Replacement Software and Additional Software, provided by Contractor to County pursuant to any prior agreements or this Contract is and shall remain the property of Contractor or any rightful third party owner and shall be subject to the License provisions of Paragraph 9.3 (Software License) below.

9.3 Software License

9.3.1 License Grant

Subject to the provision of Paragraph 9.2 (System Ownership) and the terms and conditions of this Contract, including but not limited to County's payment obligations hereunder, Contractor hereby grants to County a perpetual, irrevocable, non-exclusive license to use the System Software provided by Contractor under any prior agreements or this Contract, including, without limitation, Application Software, Interfaces and Third Party Software, and related Documentation (hereinafter "License") by all Users in accordance with the scope set forth in Paragraph 9.3.3 (License Scope). The foregoing does not alter any existing rights or licenses the County may have under prior agreements.

9.3.2 License Term

The License granted under this Contract shall commence upon the Effective Date and, if applicable, upon provision by Contractor of System Software as part of Optional Work, including but not limited to Additional Software, and, subject to the provisions of Paragraph 9.3.1 (License Grant) above, shall continue in perpetuity and without regard to the end of the term of this Contract, unless otherwise specified herein.

9.3.3 License Scope

The License granted by Contractor under this Contract provides County with the following rights:

1. To use, install, interface with other software, operate and execute the System Software in the System Environment on an unlimited number of Contractor provided or approved and qualified computers, services, local area networks and wide area networks, including web connections, up to the number of licensed Users in the conduct of the business of County as provided in Attachment A.2 (System Environment) or the applicable executed Change Order, including the Statement of Work;
2. To use, modify, copy, translate and compile the Application Software after such time as one of the Release Conditions described in Paragraph 9.9.3 (Release Conditions) has occurred, which would permit County to use the Source Code as provided in this Paragraph 9.3 and Paragraph 9.9.5 (Possession and Use of Source Code) below, provided, however, that Contractor shall

possess and retain intellectual property ownership rights to the Application Software and any derivative works thereof created by County, but shall not take legal actions against County for its use of the Application Software or any derivative works thereof, including the Source Code;

3. To use, copy, display and create derivative works of the Documentation as intended by Contractor, including, but not limited to, System and User manuals, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Contract and the License for County's business use and provided that any and all Contractor copyright marks are retained;
4. To permit third party access to the System Software, the Documentation, the Source Code, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Contract and the License, including for the provision of System Maintenance services, System Modifications, Professional Services or other business use or support of the System Software; provided, however, without limiting County's rights under this Paragraph 9.3, County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 9.3 (4) unless and until the occurrence of any one of the Release Conditions; and
5. Pursuant to Paragraph 9.11 (Assignment by County), to reproduce and use a reasonable number of copies of the System Software provided by Contractor by County and permitted assignees, for archive and backup purposes.

9.3.4 License Restrictions

County acknowledges and agrees (i) that the System Software, including related Documentation, is the confidential and copyrighted property of Contractor, or its licensors, and all rights therein not expressly granted to County are reserved to Contractor, or its licensors, as applicable; and (ii) that Contractor, or its licensors, retain all Proprietary Rights in and to the foregoing. Subsequently, County's License is limited by the restrictions set forth in this Paragraph 9.3 below. County will not:

1. Reverse engineer, disassemble or decompile the System Software;
2. Transfer, sublicense, rent, lease, convey or assign (unless resulting from an Contract assignment under Paragraph 9.11 (Assignment by County) the System Software;
3. Use the System Software on a timesharing, service bureau, subscription service or rental basis for any third party; or
4. Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the System Software.

9.4 Patent, Copyright and Trade Secret Indemnification

9.4.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and reasonable attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use

of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

- 9.4.4 All rights and obligations of this Paragraph 9.5 shall survive the expiration or termination of this Contract.

9.5 Source Code Escrow

9.5.1 Escrow Agreement

Upon the Effective Date, but no later than Contractor commences any work hereunder, Contractor shall have established at no cost to County, a source code escrow with a nationally recognized source code escrow company (hereinafter "Escrow Agent") with County named as a licensee of record or otherwise a beneficiary. A copy of the Escrow Agreement, including the Licensee Registration Agreement and any other exhibits, attachments, and addenda attached thereto, shall be attached to this Contract as Exhibit M (Escrow Agreement) and incorporated herein by references. Contractor shall deposit with the Escrow Agent the Source Code for all Application Software developed for or licensed to County under this Contract. Contractor shall continually update the Source Code by depositing with the Escrow Agent the Source Code for all Software Updates, Replacement Software, Additional Software and any other modifications or enhancements to the deposited System. Contractor's duty to update the Source Code shall continue through the term of this Contract or until County no longer obtains System Maintenance from Contractor, whichever is later.

Contractor's duty to maintain an Escrow Agreement and to deposit the Source Code with the Escrow Agent shall continue throughout the term of this Contract, unless one of the Release Conditions occurs which would permit County to obtain and use the Source Code in accordance with the terms of the Paragraph 9.6 Contractor may, by written notice to County, change the Escrow Agent for the Source Code under this Contract. Any such change shall be accomplished by a Change Notice in accordance with Paragraph 8.1 (Changes to Contract) and shall not modify Contractor's obligation or County's rights with respect to the Source Code under this Contract.

9.5.2 Natural Degeneration

The parties acknowledge that as a result of the passage of time alone, the deposited Source Code may be susceptible to loss of quality (hereinafter "Natural Degeneration"). For the purpose of reducing the risk of Natural Degeneration, Contractor shall deposit with the Escrow Agent a new copy of all deposited Source Code as provided in the Escrow Contract, at least once every two years. In the event the Source Code or any part of it is destroyed or corrupted, Contractor shall provide a replacement copy of the Source Code

9.5.3 Release Conditions

In addition to the conditions for release of Source Code identified in the Source Code Escrow Agreement, Contractor shall cause the release of the Source Code to County, and County shall have the right to immediately begin using the Source Code, as provided in Paragraph 9.6.5 (Possession and Use of Source Code), at no charge to County, upon the occurrence of the events identified in the Escrow Agreement as Release Conditions. Events of Default or other conditions triggering the release of the Source Code to County (hereinafter "Release Condition(s)").

Contractor may contest County's right to use the source Code pursuant to the Dispute Resolution Procedure.

9.5.4 County's Right to Verify Source Code

Regardless of whether one of the Release Conditions occurs, County shall have the right, at County's sole expense, to request the Escrow Agent to verify the relevance, completeness, currency, accuracy, and functionality of the deposited Source Code by, among other things, compiling the Source Code and performing test runs for comparison with the applicable System Software. In the event such testing demonstrates the Source Code does not correspond to the applicable System Software, Contractor shall reimburse County for all costs and fees incurred in the testing and immediately deposit the correct Source Code with the Escrow Agent.

9.5.5 Possession and Use of Source Code

Upon the occurrence of a Release Condition, County will, upon payment of the duplication cost and other handling charges of the Escrow Agent, be entitled to obtain a copy of such Source Code from the Escrow Agent. County shall be entitled to use the Source Code as needed to remedy the event of release and mitigate any damages arising from such event, provided that mitigation of damages shall not include the sale or sublicense of the Source Code. Such use will include, but is not limited to, County's right to perform its own support and maintenance, alter or modify the Source Code and/or obtain the benefits sought under this Contract, subject to the limitations of Paragraph 9.7 (Proprietary Rights) below. Once County possesses the Source Code under one of the Release Conditions and for so long as County possesses the Source Code, Contractor, its licensors or assigns shall have no obligation or liability whatsoever, express or implied, to support or maintain the Application Software or Source Code.

9.5.6 Escrow Fees

Other than for any specific County payment obligations under this Paragraph 9.6, there will be no charge to County for the maintenance of the Source Code Escrow Agreement under this contract.

9.6 Proprietary Rights

Subject to Paragraph 9.5.5 (Possession and Use of Source Code), Contractor shall possess and retain ownership and intellectual property ownership rights of and to the Application Software, Source Code obtained by County under the provisions of this Contract and any derivative works created from Source Code by County or any third party as requested by County prior to County's possession of the Source Code. County's License to the Application Software and the Source Code obtained by County under the provisions of this Contract shall remain subject to every license restriction, proprietary rights protection and other County obligation specified in this Contract, provided, however, County may make such Source Code available to third parties as needed to assist it in making authorized use of the System. County acknowledges that any possession of the Source Code referred to herein is subject to the confidentiality and proprietary provision of access to any third party except to service,

maintain, repair, operate, modify or otherwise facilitate and continue the use and operation of the installed System Software as provided in this Contract. Should use of the source Code as provided in this Paragraph 9.7 involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Contractor has an interest, Contractor, on behalf of the of itself and its assignees and successors, agrees not to assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User provided use of System Software and Source Code is in accordance with this Contract.

9.7 Warranties

9.7.1 Contractor Warranties

Contractor shall meet all of the Warranties set forth in this Paragraph 9.8, Exhibit B (System Maintenance) and any applicable Statement of Work, including but not limited to general warranties, System Warranties, Services Warranties, System Performance Warranties and Optional Work Warranties.

9.7.2 Problem Resolution

Provided that County is covered by System Maintenance as provided in this Contract, any non-conformances, breaches of Warranties specified herein, and other Deficiencies reported or discovered during the term of the Contract shall be corrected in accordance with Exhibit B (System Maintenance).

9.7.3 Continuous Project Support

9.7.3.1 In the event that (i) Contractor markets a software product which replaces the Application Software during the Initial Term of this Contract and (ii) Contractor fails to provide the requisite System Maintenance for Application Software in accordance with Exhibit B (System Maintenance), then, if requested by County, Contractor shall transfer the License and migrate the Application Software, without cost or penalty, to the successor software product replacing the Application Software (hereinafter "Replacement Product") within

Contractor's or its assignee's or successor's product offering, as applicable.

9.7.3.2 In any event, any assignee or successor, by taking benefit (including, without limitation, acceptance of any payment under this Contract) shall be deemed to have ratified this Contract. All terms and conditions of this Contract shall continue in full force and effect for the Replacement Product.

9.7.3.3 The following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:

1. Contractor, or its assignee or successor, shall, at no cost to County, implement the Replacement Product in the System Environment, convert and migrate all of data from the Application Software format to the Replacement Product format to ensure full production use of such Replacement Product;
2. Any prepaid Maintenance Fees for Application Software shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement's Product's maintenance and support fees for the same term, the credit balance shall be applied to future Maintenance Fees or returned to County if no future Maintenance Fees are due or expected to become due under a pending contract extension or renewal.
3. Any and all modules offered separately, and needed to match the original Application Software's level of functionality, shall be supplied by Contractor, or its assignee or successor, without additional cost or penalty, and shall not affect the calculation of any Maintenance Fees;
4. Contractor shall provide to County the necessary System Training, for purposes of learning the

Replacement Product. Such training shall be provided at no cost to County;

5. All License terms and conditions, at a minimum, shall remain as granted herein with no additional fees imposed on County; and
6. The definition of Application Software shall include the Replacement Product.

9.7.4 Warranty Pass-Through

Contractor shall assign to County to the fullest extent permitted by law or by this Contract, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any supplier of any Third Party Software or System Hardware Component provided hereunder shall fully extend to and be enjoyed by County. Contractor makes no representations, covenant or warranty with respect to the extent or enforceability of any such supplier's warranty.

9.7.5 Remedies

County's remedies under the Contract for the breach of the Warranties set forth in Exhibit B (System Maintenance) will include, but not be limited to, the repair or replacement by Contractor, at its own expense, of the non-conforming System Components, the specific remedies set forth in Exhibit B (System Maintenance), including Deficiency Credits, and other corrective measures afforded to County by Contractor under such Exhibit B (System Maintenance), any applicable Statement of Work and this Contract.

9.7.6 Breach of Warranty Obligations

Failure by Contractor to timely perform its obligations set forth in this Paragraph 9.8 shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and, subject to the Dispute Resolution Procedure, terminate this Contract in accordance with Paragraph 8.4.3 (Termination for Default).

9.8 Proprietary Considerations

- 9.8.1 Unless otherwise required by federal or state law or regulation, County shall be the sole owner of all right, title, and interest, including copyright, in and to all pre-existing information owned by County and any plans including Work Plans, diagrams, data analyses and Status Reports which are originated or created through Contractor's work pursuant to this Contract (hereinafter "County Materials"). Notwithstanding the foregoing, Contractor shall own all of Contractor's own pre-existing information and any proprietary information of Contractor, or a third party, which is utilized by Contractor in the course or for the purpose of this Contract, including but not limited to know-how, trade secrets, patents, trademarks and copyrightable works (hereinafter "Contractor Materials").
- 9.8.2 Contractor shall grant to County a non-exclusive, non-transferable, unrestricted, royalty free license to use all the Contractor Materials provided under this Contract for County's business purposes.
- 9.8.3 Any and all materials, software, and tools that are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder and which Contractor considers to be proprietary and/or confidential, must be expressly and specifically identified by Contractor to County's Project Manager, or his/her designee, as proprietary and/or confidential and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL" on each page containing such material.
- 9.8.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items, if any, are safeguarded and held in confidence. County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.8.5 County shall have no obligation to Contractor under Paragraph 9.9.4 or Otherwise if proprietary and/or confidential items are not plainly and prominently identified in accordance with Paragraph 9.9.4. Further, County shall have no obligation to Contractor under this Paragraph 9.9 for any disclosures required under any state and/or federal and/or order of court.

9.8.6 All rights and obligations of this Paragraph 9.9 shall survive the expiration or termination of this Contract.

9.9 Intellectual Property Indemnification

9.9.1 Contractor shall indemnify, defend, and hold harmless County from and against any liability, including but not limited to damages, fees (including reasonable attorney and expert witness fees), costs, and/or expenses, for or by reason of any actual or alleged infringement of any third party's U.S. patent and/or copyright and/or any actual or alleged unauthorized trade secret disclosure arising from and/or related to the operation and/or utilization of the Application Software. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and shall cooperate with Contractor's defense thereof.

9.9.2 In the event any Application Software Component that was created or provided by Contractor and unmodified by County or its agents, becomes the subject of any dispute, demand, claim, complaint, action, or proceeding alleging infringement or unauthorized disclosure, such that the County's continued use of such item is formally restrained, enjoined, or subjected to a risk of potential damages, Contractor at its sole expense, and providing that County's continued use of the System is not materially impeded, shall:

1. Procure for County all rights to continued use of the questioned product, or
2. Replace the questioned product with a non-questioned item, or
3. Modify the questioned product so that it is free of claims.

9.9.3 Contractor shall have no liability for the alleged infringement or unauthorized disclosure to the extent that such is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.10 Assignment By County

This Contract may be assigned in whole or part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Contract. Assignment by County of this Contract shall require a duly executed Amendment in Accordance with Paragraph 8.1 (Changes to Contract).

9.11 Unlawful Solicitation (Intentionally Omitted)

9.12 Required Certifications

Contractor shall obtain and maintain in effect during the term of this Contract all applicable licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's services under this Contract. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who performance services hereunder shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. Upon written request by County, a copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to County's Project Director at the address set for in Exhibit D (Administration of Contract – County).

9.13 New Technology

Contractor and County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the term of this Contract. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, within a reasonable time frame upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies, and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling

and price of the system. County, at its sole discretion, may request that this Contract be amended to incorporate the new technologies, methodologies and techniques into the System pursuant to the provisions of Paragraph 8.1 (Changes to Contract).

9.14 No Third Party Beneficiaries

Notwithstanding any other provision of this Contract, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder or any Third Party Software owner rights to enforce their rights of ownership.

9.15 Waiver

No breach by either party of any provision of this Contract can be waived unless done in writing. No waiver by either party of any breach of any provision of this agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.16 Forms and Procedures

All forms and procedures used by Contractor in communication with County pursuant to this Contract shall be subject to review and approval by County. Such forms and procedures shall not conflict in any way with this Contract and shall incorporate the terms and conditions of this Contract. In the event of any conflict between such forms and procedures and this Contract, the provisions of this Contract shall prevail.

9.17 Minimum Age and Language Skills of Contractor Personnel

Contractor cannot assign employees under the age of eighteen (18) to perform work under this Contract. All of Contractor's employees working at County facilities must be able to communicate in English.

9.18 Validity and Severability

9.18.1 Validity

The invalidity, unenforceability or illegality of any provision of this Contract shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Contract shall be materially impaired thereby.

9.18.2 Severability

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

9.19 Arm's Length Negotiations

This Contract is the product of arm's length negotiations between Contractor and County. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Contract is to be interpreted fairly as between the parties and not strictly construed as against either party.

9.20 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

9.21 Access to County Facilities

Contractor, its employees and agents, will be granted access to County facilities, subject to Contractor's prior notification to County's Project Director, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Director, which approval shall not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While in nonpublic or restricted areas of County, Contractor's personnel shall be accompanied by County personnel at all times,

unless this requirement is waived in writing prior to such event by County's Project Director.

9.22 Physical Alterations

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of Director, County's Project Director, County's Project Manager and the Director of Public Health, in their discretion.

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

COUNTY OF LOS ANGELES

By: _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

SUNQUEST INFORMATION SYSTEMS, INC.

By: _____
Andrew Branski, Sr. Vice President of

Finance

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARY C. WICKHAM
County Counsel

By: _____
Michael Owens
Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By: _____
Patricia Gibson, Chief

Contracts and Grants Division

EXHIBIT A

SCOPE OF WORK

FOR

LABORATORY INFORMATION SYSTEM (LIS)

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1. GENERAL**1.1 DESCRIPTION**

This Exhibit A (Scope of Work) describes the scope of services and other Work, including System Maintenance and Support and Optional Work, which County may require Contractor to provide during the term of this Contract. The details of the tasks, subtasks and deliverables for Optional Work shall be specified in the Statement of Work applicable to such Optional Work. This Exhibit A further specifies instructions, requirements, specifications, tasks, deliverables, goods, services and other work, for the Work to be provided by Contractor pursuant to the Contract.

Contractor shall provide all general correspondence and Documentation to County in an electronic format or on media as mutually agreed to by County and Contractor, including without limitation for the following:

- All status reports and meeting minutes;
- All implementation plans and updates using the parties' agreed project management standard;
- All required training materials;
- All invoices and billing documentation; and
- As applicable, all draft validation and acceptance test plans.

1.2 DEFINITIONS

1. As used herein, the term "Optional Work Warranties" shall have the meaning specified in Section 4.3 (Warranties and Remedies) below.
2. As used herein, the term "Project Management" shall have the meaning specified in Section 2.1 (Project Management) below.
3. As used herein, the term "Project Meeting(s)" shall have the meaning specified in Section 2.3 (Status Meetings) below.
4. As used herein, the term "Project Team" shall mean the laboratory business and technical staff from each County Facility assigned to a specific task and/or related project.
5. As used herein, the term "Status Report(s)" have the meaning specified in Section (Status Reports) below.

2. PROJECT ADMINISTRATION**2.1 PROJECT MANAGEMENT**

For purposes of managing the Contract including the duties and responsibilities thereunder, Contractor shall provide project management services to County using approaches and methodologies as mutually agreed and approved in writing by County (hereinafter "Project Management") at no cost to County. Project Management services shall include but not be limited to the following:

1. Tasks relating to the administration and management of the Contract;
2. Addressing Contractor staffing and personnel matters, including management of Contractor's technical staff;

3. Preparation of written Status Reports as requested by County;
4. Coordination of tasks within Contractor's staff;
5. Management of Contractor's staff;
6. Conducting regularly scheduled or status conference calls and meetings;
7. Billing and/or dealing with issues relating to submission or County's approval or disapproval of invoices and charges; and
- 8.

Notwithstanding the foregoing, Project Management duties and responsibilities shall not include those tasks, subtasks and deliverables, for which Contractor is due to be paid pursuant to any Statement of Work for Optional Work.

2.2 STATUS REPORTS

With reasonable notice and as requested by County's Project Manager, Contractor's Project Manager shall prepare and present to County's Project Manager for approval, at no cost to County, written status reports documenting project progress, plans and outstanding issues (hereinafter "Status Report(s)") for Work provided by Contractor pursuant to this Scope of Work and any other items relating to the administration or management of this Contract. Each Status Report shall be provided by Contractor to County monthly or as frequently as mutually agreed to by County and Contractor (hereinafter in this Section 2.2 "reporting period"). Unless otherwise specified in writing by County's Project Manager, Status Reports shall, at a minimum, include the following information:

1. Period covered by the report;
2. Overview of the reporting period;
3. Tasks, subtasks and deliverables scheduled for the reporting period;
4. Tasks, subtasks and deliverables completed during the reporting period;
5. Projected completion time for tasks, subtasks and deliverables scheduled for but not completed during the reporting period;
6. Issues resolved and to be resolved;
7. Summary of project status as of the reporting date; and
8. Any other information relevant to Contractor's services which County or Contractor may from time to time reasonably require.

2.3 STATUS MEETINGS

As requested by County's Project Manager, Contractor's Project Manager shall attend project status meetings (hereinafter "Project Meeting(s)") in person or via conference call as often as reasonably requested by County's Project Manager at a time and place mutually agreed to by both parties in order to discuss Status Report(s) and the Work relating to this Contract.

3. SYSTEM MAINTENANCE

Contractor shall provide System Maintenance, including Maintenance Services and Support Services, in accordance with Exhibit B (System Maintenance), as further specified in the base Contract.

4. OPTIONAL WORK

4.1 STATEMENT OF WORK

In response to County's written request for Optional Work, Contractor shall submit to County for written approval, a preliminary Statement of Work ("SOW"), including tasks, subtasks, deliverables, including Milestones, and other description of goods and services to be provided by Contractor pursuant to such SOW, any applicable Optional Work Warranties, a quote for a not-to exceed Maximum Fixed Price for completing such Optional Work, and any other Optional Work specific terms listed below in this Section 4.1. County and Contractor shall review the preliminary SOW, including the quoted Maximum Fixed Price, modify it, if necessary, and agree on the final SOW, while taking into consideration County's specifications and Contractor's assessment of Optional Work to be provided.

The SOW for any Optional Work shall be provided by Contractor in a format mutually agreed to by County and Contractor and shall include the following information, to the extent applicable:

1. Cost of any Additional Hardware, Additional Software, Consulting Services and/or Training, including all applicable shipping and taxes, requested by County and to be provided by Contractor under the SOW together with any applicable licensing and/or ownership terms;
2. Cost of any Additional Hardware, Additional Software, Consulting Services and/or Training to be provided by Contractor, not requested by County, but required to be provided by Contractor, in order to provide the Optional Work requested by County and to meet the System Requirements and System Performance Requirements;
3. Detailed description of all tasks, subtasks and deliverables, including Milestones, necessary to complete the SOW together with associated Deliverable prices;
4. Identification of additional fees for System Maintenance resulting from such Optional Work, which shall become part of the Maintenance Fees;
5. Description of all applicable Optional Work Warranties, which at a minimum shall include the warranties granted by third party manufacturers or providers of any part of the Optional Work;
6. All Acceptance Tests for County's Acceptance of the Optional Work, including Acceptance Criteria and Test Plan for each;
7. Detailed Work Plan for completion of the Optional Work;
8. Identification of all required County and Contractor resources and staff;
9. Detailed User Documentation, including documentation provided by third party manufacturers or providers of any part of the Optional Work; and
10. Other items relevant to Contractor's services that may be required by County or are applicable to the scope of the Optional Work.

The Statement of Work shall be approved in writing by County prior to the commencement of Optional Work. County Project Manager shall verify the completion of each Optional Work Deliverable and provide Contractor's Project Manager with written approval signifying that such Deliverable is completed with no Deficiencies.

Upon Final Acceptance by County of the Optional Work, Contractor shall submit to County an invoice in an electronic format, or as otherwise agreed to by County and Contractor or specified in the Statement Work, in accordance with the provisions specified in the base Contract and Exhibit C (Pricing Terms).

4.2 TASKS AND DELIVERABLES

To the extent applicable or required by County, the SOW shall contain any or all of the Tasks and Deliverables specified in this Section 4.2. below. The SOW for any Optional Work that will not be provided in terms of Tasks and Deliverables shall contain a description of such Optional Work meeting the requirements of Section 4.1 above and approved by County.

TASK 1 – PROVIDE WORK PLAN

Contractor shall develop and provide to County a Work Plan for Optional Work. Based on input and comments from County, Contractor shall modify the Work Plan as required by County. The Work Plan for Optional Work shall be subject to the County's written approval and shall include, but not be limited to the following:

1. A list of tasks, subtasks, associated deliverables, including Milestones, together with start and end dates for each Deliverable.
2. Job titles and names of County and Contractor personnel required to complete each task.
3. Progress reporting for each task, subtask and associated deliverable.
4. Go-Live Plan in accordance with Task 3 (Support Go-Live Operation) under this Section 4.2.

DELIVERABLE 1 – WORK PLAN

If applicable or required by County, Contractor shall provide to County a Work Plan in accordance with Task 1 (Provide Work Plan) under this Section 4.2.

TASK 2 – PROVIDE ACCEPTANCE CRITERIA

If applicable or required by County, Contractor shall provide to County Acceptance Criteria for each Acceptance Test, including test guidelines, scripts, scenarios and any other applicable criteria for each Acceptance Test to be conducted by County. County will incorporate Contractor's Acceptance Criteria into applicable Test Plans for such Acceptance Tests.

DELIVERABLE 2 – ACCEPTANCE CRITERIA

If applicable or required by County, Contractor shall provide Acceptance Criteria in accordance with Task 2 (Provide Acceptance Criteria) under this Section 4.2.

TASK 3 – SUPPORT GO-LIVE OPERATION

If applicable or required by County, Contractor shall provide to County as part of the Work Plan a Go-Live Plan. The Go-Live Plan shall be subject to County's written approval and shall include, but not be limited to, the following:

1. Schedule for Go-Live Operation;
2. Activities that are required to be performed by Contractor and by County prior to Go-Live;
3. Go-Live Operation teams designated by the applicable County Facility Project Team, including Contractor and County staff;
4. Detailed work schedule for Go-Live Operation teams;
5. Go-Live Operation command center preparation and activities (e.g., manager, support staff, communications, PCs and printers, hotline, etc.);
6. Testing of and methods of certifying the applicable System components impacted by the Optional Work in the Production Environment;
- 7.
8. Procedures for workflow;
9. Any other information, schedules and procedures necessary to ensure a smooth transition from the Test Environment to the Production Environment to reach Go-Live;
10. Back-out procedures in the event of a major problem encountered during the switchover from the Test Environment to the Production Environment; and
11. Steps required to achieve Final Acceptance in accordance with Task 4 (Achieve Final Acceptance).

Contractor shall make changes to the Go-Live Plan based on the discussion in the pre- Go-Live Operation meetings and shall provide to County's Project Manager and the applicable County Facility Coordinator an updated final Go-Live Plan and a "go" or "no go" recommendation.

County shall have the right to postpone the Go-Live Operation at the discretion of County's Project Manager based on evidence presented to Contractor by County's Project Manager and the applicable County Facility Go-Live Operation team(s).

Contractor shall resolve such issues within fifteen (15) Business Days prior to the scheduled Go-Live Operation. Contractor and County shall collaborate to resolve such issues and upon their resolution continue with the Go-Live Operation meetings.

For each County Facility, Contractor shall continue to provide on-site Support Services resources as necessary for Go-Live Operation.

DELIVERABLE 3 – GO LIVE OPERATION

If applicable or required by County, Contractor and County shall conduct pre-Go-Live Operation meetings, provide a Go-Live Plan and make "go" or "no go" Recommendation to ensure successful Go-Live Operation in accordance with Task 3 (Support Go-Live Operation) under this Section 4.2.

EXHIBIT A – SCOPE OF WORK

TASK 4 – ACHIEVE FINAL ACCEPTANCE

Following Go-Live, Contractor shall maintain the applicable System components impacted by the Optional Work with no Critical Deficiencies or Major Deficiencies, as determined by County's Project Manager, for a support period to be mutually agreed for each project. Upon occurrence of a Critical Deficiency or Major Deficiency, Contractor shall correct such Deficiency and restart the mutually agreed upon support period. Final Acceptance shall be achieved upon the completion of a full agreed upon support period without Critical Deficiencies or Major Deficiencies.

DELIVERABLE 4 – FINAL ACCEPTANCE

Contractor shall provide to County in writing documented results of successfully achieving Final Acceptance in accordance with Task 4 (Achieve Final Acceptance) under this Section 4.2

4.3 WARRANTIES AND REMEDIES

Unless otherwise specified in and in addition to the Optional Work Warranties and associated agreed to in the applicable Statement of Work, all Optional Work and the System impacted thereby shall be subject to the applicable Warranties specified in Section 6 (Warranties) of Exhibit B (System Maintenance) and Paragraph 7.5 (Standard of Services) of the base Contract and the applicable remedies specified in the Contract, Including Section 7 (Remedies) of Exhibit B (System Maintenance).

4.4 PRICING TERMS

Payment to Contractor for Optional Work shall not exceed the Maximum Fixed Price agreed to by County and Contractor for such Optional Work in the Statement of Work and shall be made in accordance with the applicable pricing terms specified in Exhibit C (Pricing Terms). Unless otherwise agreed to by County and Contractor in a Statement of Work:

1. The cost of any Additional Hardware that is part of Optional Work shall be invoiced in full upon County's written approval of receipt of such Additional Hardware;
2. The cost of any Training that is part of Optional Work shall be invoiced in full upon County's written approval of the completion of such Training; and
3. The cost of any Additional Maintenance and Support fees resulting from the acquisition of Additional Hardware and Additional Software as Optional Work shall be invoiced upon Go-Live Operation of the Additional Hardware and/or Additional Software.

ATTACHMENT A.1

**SYSTEM REQUIREMENTS
FOR
LABORATORY INFORMATION SYSTEM (LIS) SERVICES**

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1. FUNCTIONAL REQUIREMENTS

This Attachment A.1 summarizes the functionality of the System Software, including the Existing Software, and will be updated by acquisition of any Additional Software.

A.	SYSTEM ARCHITECTURE AND MAINTENANCE
A.1	System shall provide a system with client/server architecture that operates in a Windows environment.
A.2	System shall provide a system that employs a centralized relational database.
A.3	System shall allow the system to operate on both local and wide area networks, linking all practice sites and data bases. Able to move information from one database to another.
A.4	System shall allow system functionality from any qualified workstation within the network.
A.5	System shall provide a system that can be expanded as the County's facility grows.
A.6	System shall provide storage for online records.
A.7	System shall provide an operational environment which shall ensure the security and integrity of the system and all its data.
A.8	System shall provide for redundant storage of all system data files.
A.9	System shall provide for redundant processing capabilities to protect against processor failures.
A.10	System shall provide the ability to archive data.
A.11	System shall provide scheduled maintenance procedures.
A.12	System shall provide processes and functionality for upgrades and corrections.
A.13	System shall provide sufficient back-up and recovery features to assure minimal data loss due to a system failure, power outage, etc.
A.14	System shall provide technical documentation for support staff including system overviews, design, flowcharts, and file layouts.
A.15	System shall support HL7 (Health Level 7) healthcare industry system integration standards.
B.	SECURITY AND AUDITING
B.1	System shall provide a multi-level security system to ensure the confidentiality of all patient-related information and to control access to system functions and features.
B.2	System shall restrict access to specific areas of the application based on system function to be performed.
B.3	System shall restrict access to specific patient records based on specific test performed.
B.4	System shall allow password protection at different levels.
B.5	System shall restrict access to configuration tables, profile indexes, etc. to designated lab personnel via security controls.
B.6	System shall maintain an automated system log of user sign-on activity.
B.7	System shall maintain an audit trail for system entries including user code, date, and time of each system transaction.
B.8	System shall adhere to all HIPAA regulations including recording of any access (inquiries included) into patient's electronic record.
C.	INTERFACING
C.1	System shall provide interfaces to other information systems to include: 1) Orders, results (All types: Clinical, Micro); and 2) Billing
C.2	System shall provide operational software or interfaces (core Hub for all interfaces preferred) for all laboratory instruments in use.
C.3	System shall provide Reference Laboratory interfaces
C.4	System shall allow analyzer interfaces to operate so that result verification and reporting can be performed simultaneously at multiple workstations.
D.	ORDER ENTRY
D.1	System shall allow multiple test ordering for a single patient using a common demographic record.
D.2	System shall allow laboratory orders to be entered from an off-site location.
D.3	System shall allow the lab to develop and customize orderable items.
D.4	System shall allow simple test ordering: Single header linked to a single test result field (e.g. Glucose.)
D.5	System shall allow compound/group test ordering: Single header linked to multiple test result fields (e.g. CBC, Lipid Panel, and Comprehensive Metabolic Panel.)
D.6	System shall allow the user to order tests by entering test codes and/or by selecting from a test menu.
D.7	System shall provide means for performing an add-on order.
D.8	System shall provide the ability to enter order comments (chartable/non-chartable).
D.9	System shall allow identification of requesting physician if different from admitting.
D.10	System shall provide ability to create continuing orders or interval test (i.e. GTTs).
D.11	System shall provide the ability to order a miscellaneous test (for those procedures not built in the system).
D.12	System shall automatically alert users to previously ordered lab work.
D.13	System shall allow the cancellation of orders for patients who do not show for appointment.
D.14	System shall provide Medical Necessity validation based on lab-defined valid diagnosis codes for each applicable test.
D.15	System shall allow the generation of a Medicare-compliant ABN form when test ordering fails medical necessity validation.
D.16	System shall allow entry of multiple diagnosis codes for each ordered test.
D.17	System shall provide automatic testing destination routing.
D.18	System shall provide the ability to transfer testing amongst like instruments. (i.e. if one instrument is down).
D.19	System shall provide automatic label printing as orders are entered (stats) or by sorted batch printing (routine am collections).
D.20	System shall allow ability to re-print labels by accession or batch.
D.21	System shall print aliquot labels with primary label.
D.22	System shall provide the ability to pre-print downtime labels.
D.23	System shall allow lab-defined label configuration.
D.24	System shall accept multiple formats Sunquest's LIS accepts and prints.

- D.25 System shall provide the specific sample requirements or sample tube types at the time of order entry.
- D.26 System shall allow for printing of collection labels at remote workstations.
- D.27 System shall provide Real-time duplicate order checking (to include checking of detail within group).
- D.28 System shall provide a pending collection report.

E. RESULT REVIEW AND REPORTING

- E.1 System shall allow reporting of numerical results to lab-defined number of significant digits per test.
- E.2 System shall allow reporting of alpha results: Single word (e.g., positive or negative) and free text (e.g., short phrases or longer paragraph.). Allow alphas to be flagged as "Critical".
- E.3 System shall allow automatic calculations based on test results from other fields.
- E.4 System shall provide the ability to recalculate a result if "other" results change.
- E.5 System shall provide the ability to allow dilution factors to calculate the result.
- E.6 System shall allow attachment of a comment to any test header or test field (e.g., allow free text and pre-defined comments.)
- E.7 System shall provide the ability to select between reportable and non-reportable comments.
- E.8 System shall provide for Auto verification of all types of results (numeric, alpha, etc.) using several different parameters:
 1. Critical values
 2. Delta values (compared to previous result regardless of encounter)
 3. Review limits
 4. Instrument flags
- E.9 System shall allow the user to accept, reject, or re-run a test.
- E.10 System shall allow the user to override current test results for a patient.
- E.11 System shall allow the user to retain over-ridden results.
- E.12 System shall provide identification of the verifying technologist when reporting results.
- E.13 System shall provide automatic/expedite print reporting capabilities.
- E.14 System shall provide automatic fax reporting capabilities via integration with third party fax vendor defined by Sunquest.
- E.15 System shall provide the fax recipient with a table of contents for the fax via integration with third party fax vendor defined by Sunquest.
- E.16 System shall provide ability to send patient reports via the Internet via integration with third party fax vendor defined by Sunquest.
- E.17 System shall provide ability to e-mail reports via integration with third party fax vendor defined by Sunquest.
- E.18 System shall automatically maintain a record of reports delivered.
- E.19 System shall provide for the ability to fax reports on demand via integration with third party fax vendor defined by Sunquest.
- E.20 System shall allow the ability to print/chart canceled test and comments associated.
- E.21 System shall provide the ability to convert from numeric result entry to alpha result entry.
- E.22 System shall provide the ability to incorporate (built in) interpretations and text on specified procedures.
- E.23 System shall provide the ability to "perform only" (i.e. not verify).
- E.24 System shall allow ability to backdate verified date/time.
- E.25 System shall provide diff "on-line" capability to include all procedures associated with a manual differential.
- E.26 System shall provide the ability to create multiple chart formats.
- E.27 System shall provide for graphs to be incorporated into charts.
- E.28 System shall provide previous result on chart if result was error corrected.

F. FLAGS AND DATA COMPARISON

- F.1 System shall allow lab-defined age and sex-related reference ranges for all test results.
- F.2 System shall allow flagging of test results that fall outside established reference ranges.
- F.3 System shall provide highlighting of abnormal results on patient reports that does not rely solely on color text. (i.e., bolded.)
- F.4 System shall allow flagging of test results based on failed lab-defined delta check.
- F.5 System shall display previous test result if result is flagged with delta.

G. SAMPLE STATUS AND TRACKING

- G.1 System shall provide the ability to track patient samples throughout the testing process.
- G.2 System shall provide the identification of the individual who ordered the test, collected the sample, and released the test results, including the date and time of these occurrences so that this information is accessible throughout the process.
- G.3 System shall allow the identification of an ordered test as pending.
- G.4 System shall provide means to establish specimen status and to update specimen status by single specimen or by batch.
- G.5 System shall allow identification of collector's id and time of collection.
- G.6 System shall provide "in transit" worksheet.
- G.7 System shall provide ability to logged "missed" specimens and produce report.
- G.8 System shall provide ability to "alter" collection status.
- G.9 System shall provide for a collection pending report.

H. PATIENT RECORDS

- H.1 System shall maintain patient databases and provide ability to generate historical patient reports.
- H.2 System shall provide patient name
- H.3 System shall provide a patient account number
- H.4 System shall provide a patient SSN
- H.5 System shall provide a patient medical record number.
- H.6 System shall allow patient database search based the above patient identifiers: H.1, H.2, H.3, and H.4
- H.7 System shall allow the user to search previous patient results for specific tests and easily view historical results of that test.
- H.8 System shall allow the user to graph patient results by test to identify possible trends.
- H.9 System shall allow historical results for multiple tests to be graphed on normalized graph.

- H.10 System shall allow the user to access archived patient records.
- H.11 System shall allow the user to review a specific patient's results without paging through the entire list of patient results.
- H.12 System shall provide for institution logic.
- H.13 System shall allow free-text entry of physician.

I. REFERENCE LABORATORIES

- I.1 System shall allow testing laboratory destination routing based on laboratory testing menu.
- I.2 System shall provide ability to override specified destination for laboratory testing.
- I.3 System shall differentiate sample type and volume based upon in-house and reference lab requirements.
- I.4 System shall provide interface to reference laboratory
- I.5 System shall provide ability to print lab-defined reference laboratory requisition.
- I.6 System shall allow manual entry of reference laboratory test results (e.g., non-interfaced reference laboratories.)

J. QUALITY CONTROL

- J.1 System shall allow implementation of Westgard QC rules and flags.
- J.2 System shall allow flagging of out-of-range QC values.
- J.3 System shall allow entry of corrective action comments.
- J.4 System shall provide ability to view and print QC graphs (Levy Jennings.)
- J.5 System shall provide ability to plot multiple levels of control on one graph.
- J.6 System shall calculate the following QC statistics:
 - Cumulative mean
 - Observed mean over a specified date range
 - Standard deviation
 - Coefficient of variation
- J.7 System shall provide ability to document QC review.
- J.8 System shall provide ability to enter comments by QC level.
- J.9 System shall provide ability to enter comments by QC result.

K. COMMUNICATION

- K.1 System shall provide email capability for laboratory personnel (i.e. not all Lab personnel are on the Hospital network)
- K.2 System shall allow for building of email groups.

L. MICROBIOLOGY

- L.1. System shall provide an electronic worksheet that allows for paperless microbiology.
- L.2. System shall allow for ordering of microbiology procedures on the same requisition as general lab procedures.
- L.3. System shall allow for printing of labels specific to media setup protocols for each microbiology procedure.
- L.4. System shall provide bidirectional interface to automated microbiology analyzer.
- L.5. System shall provide ability to alter billing "on the fly" for microbiology procedures performed.
- L.6. System shall provide ability to create preliminary microbiology reports, independent of general lab procedures on the same order.
- L.7. System shall provide ability to produce Automatic No Growth reports (Micro Auto verification).
- L.8. System shall allow for entry of free-text source.
- L.9. System shall allow for entry of Microbiology specific comment.
- L.10. System shall display antibiotic cost on patient reports.
- L.11. System shall provide ability to create and edit reporting templates.
- L.12. System shall provide Medical Abstract Reporting on numerous parameters to include: antibiograms (yearly), by procedure, by date, by location, by isolate, etc., or using a combination of parameters
- L.13. System shall send susceptibility reports out automatically
- L.14. System shall make susceptibility panels with some antibiotics suppressed but results available to release later if requested.
- L.15. QC recording of media, antibiotics and kits
- L.16. Antibiograms with ability to separate in from out-patients selecting organism of choice.
- L.17. Blood culture contamination reporting (by employee)
- L.18. On demand faxing from PC via integration with third party fax vendor defined by Sunquest.
- L.19. System shall provide ability to track media, and kit usage and inventory.
- L.20. System shall transmit order information (comments) to Microbiology screens for viewing by technologist

M. MANAGEMENT AND ADMINISTRATION

- M.1. System shall provide ability to create completion reports by date.
- M.2. System shall provide ability to create billing summary reports (charge/credit) by date.
- M.3. System shall provide ability to create cancelled test reports that include test name, reason, and canceling id for cancellation.
- M.4. System shall provide ability to create workload reports by date or physician (physician utilization).
- M.5. System shall provide ability to create turnaround time reports by date.
- M.6. System shall provide ability to create reports of failed medical necessity checks.
- M.7. System shall provide ability to create reports of all previous day test results.
- M.8. System shall provide ability to create abnormal test value reports.
- M.9. System shall provide ability to create critical test value reports.
- M.10. System shall provide ability to electronically document supervisory review of all critical values.
- M.11. System shall provide report of phlebotomy activity.
- M.12. System shall provide user ability to create ad-hoc reports.
- M.13. System shall provide automated means to report values to the state department or health or other public health lab.
- M.14. System shall provide automated means to report results to Cancer Registry.

6. INFECTION CONTROL

- N.1 System shall Show historical visit information

- N.2 System shall report based on specific Infection Control criteria (i.e. All pos MRSAs, all pos tracheals by location, etc.)
- N.3 System shall Provide trending reports based on organisms by unit and timeframe.
- N.4 System shall provide susceptibility trending reports by organism and antibiotic.
- N.5 System shall the ability to communicate MRSA and VRE alerts to patient care system.
- N.6 System shall provide ability to create worksheets based on user specifications (Pt Name, location, admit date, DOB, admitting physician, culture source, organism, etc.).
- N.7 System shall provide ability to provide statistical analysis & surveillance for disease outbreaks.
- N.8 System shall provide support for both Clinical and Environmental samples.
- N.9 System shall provide ability to create PHIN-compliant HL7 electronic test report transactions utilizing SNOMED and LOINC coding standards.

O.	BILLING
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- O.1 System shall provide automated means to submit charge code modifiers.
- O.2 System shall adhere to and incorporate all rules involving Medical Necessity and the printing of ABNs.
- O.3 System shall provide utilization reports based on financial class, patient type, charge codes, or any combination.
- O.4 System shall support multi-tiered price structure by service type (e.g. IP, OP, contract, referred).
- O.5 System shall provide reports to audit medical necessity compliance.

P.	OUTREACH
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- P.1 System shall provide the ability to interface to web based order entry system for placing orders and result query.
- P.2 System shall provide the ability for submitted orders to be checked for Medical Necessity compliance and users are alerted should order(s) fail the medical necessity check. Users are allowed the ability to change the order, select different diagnosis codes, or proceed with the selected diagnosis codes and print an ABN document.
- P.3 System shall provide the ability to print/sort reports by client for courier delivery service or electronic transmission.
- P.4 System shall support interfaces to EMRs.
- P.5 The System shall provide the ability to support outside patient registration.

2. SYSTEM PERFORMANCE REQUIREMENTS

County understands that Contractor has configured the System based on information and statistics supplied to Contractor by County for workload volumes of 100,000,000 tests per year. County agrees that Contractor will not be responsible for any hardware, software or third party software upgrade required by County because of any inaccuracy in the calculation of workload volumes by County.

A.	SYSTEM AVAILABILITY
A.1	The System shall be operational 99.9% of the time during any calendar month, which will be equivalent to unscheduled Downtime solely attributable to Application Software less than eight (8) hours in any given calendar month.
B.	SYSTEM RESPONSE TIME
	As used herein, the term "Response Time(s)" shall mean the time between the inputs of information by a person, utilizing a workstation, as referenced in Exhibit B, and the System's response to that input. Response Time measurements do not include network latency, searches, reports, lists, and application startup. Response Times shall not be measured while the System is down, malfunctioning, processing external or remote functions, performing background or maintenance operations, transactions to remote devices or operating under County-developed or any other non-Contractor-supplied application software.
B.1	System shall provide an average Response Time of no more than one (1) second for all field-to-field interaction within the current screen.
B.2	System shall provide an average Response Time of no more than three (3) seconds for all screen-to-screen interactions within the general System function.
B.3	Response Times shall be measured and averaged over any consecutive eight (8) hour period selected by County.

ATTACHMENT A.2

SYSTEM ENVIRONMENT FOR LABORATORY INFORMATION SYSTEM (LIS)

System Software - Public Health Laboratory

Count	Product Code	Product Name	Annual Fees	Monthly Fees
Sunquest Laboratory			\$122,304.00	\$10,192.00
1	SV-Lab-HALINK	Laboratory High Availability Cluster Design and Installation	\$12,524.00	\$1,043.67
1	SW-AHRW-LAB	Sunquest Ad Hoc Report Writer for Laboratory	\$11,226.00	\$935.50
96	SW-LAB	Sunquest Laboratory System License	\$72,376.00	\$6,031.33
1	SW-LAB-DTA	Laboratory Duplicate Test Area	\$9,835.00	\$819.58
1	SW-MAM	Sunquest Application Manager License	\$3,411.00	\$284.25
96	SW-MICRO	Microbiology Subsystem	\$10,227.00	\$852.25
1	SW-MIM	Sunquest Instrument Manager Software License	\$2,705.00	\$225.42
Application Interfaces			\$7,336.00	\$611.33
1	SW-IL1R-AM	Integrated Lab Interface - Resulting Only via SQ Application Manager (Orders in/	\$3,653.00	\$304.42
1	SW-LAB-RR-AM	Laboratory Results Reporting Interface via SQ Application Manager	\$3,683.00	\$306.92
Instrument Interfaces			\$10,111.00	\$842.58
8	SW-IX	Sunquest Instrument Interfaces- Consolidated	\$10,111.00	\$842.58
Sunquest Outreach Advantage			\$18,216.00	\$1,518.00
1	SW-OA-CON	Sunquest OA Connect Software Initial License	\$16,426.00	\$1,368.83
1	SW-OA-CON-INT-CUST	OA Connect Bi-Directional EMR Interface	\$1,790.00	\$149.17
Third Party Software			\$54,923.00	\$4,576.92
2	12552-M1	Veritas Infoscale Availability UX 1 Server Hardware Tier C Onpremise STD Perpetu	\$4,692.00	\$391.00
5	BOBI-CU	SAP Business Objects Business Intelligence Concurrent User License	\$4,000.00	\$333.33
2	BOBI-NU	SAP Business Objects Business Intelligence Named User License	\$500.00	\$41.67
3	BOBI-NU-UPG	SAP Business Objects Business Intelligence Named User License Upgrade (N/C)	\$750.00	\$62.50
25	C-ENAU	InterSystems Caché Enterprise Concurrent User Platform Specific MS License	\$8,050.00	\$670.83
96	C-ENAU	InterSystems Caché Enterprise Concurrent User PS, MS License	\$30,912.00	\$2,576.00
2	C-ENAU-SAM	InterSystems Caché Enterprise Concurrent User PS, MS License - SAM	\$644.00	\$53.67
2	C-ENAU-SAM	InterSystems Caché Enterprise Concurrent User PS, MS License - SAM	\$644.00	\$53.67
13	C-ENAU-SAM	InterSystems Caché Enterprise Concurrent User PS - SAM	\$4,186.00	\$348.83
1	CR-PRO-D	SAP Crystal Reports Named User License	\$149.00	\$12.42
4	CR-PRO-D	SAP Crystal Reports Named User License	\$396.00	\$33.00
TOTAL			\$212,890.00	\$17,740.83

ATTACHMENT A.3

ACCEPTANCE FORM

FOR

LABORATORY INFORMATION SYSTEM (LIS)

(Contractor Name and Address)		TRANSMITTAL DATE
ACCEPTANCE FORM		CONTRACT NAME
		COUNTY CONTRACT NUMBER
FROM: Contractor Project Manager or Designee Name: _____ _____ (Signature Required)	TO: County Project Director or Designee Name: _____	
Contractor hereby certifies to County that as of the date of this Acceptance Form, it has satisfied all conditions precedent in the above Contract (including the Exhibits and Attachments thereto and any executed Change Orders or Amendments) to the completion of the Work described below, including satisfaction of all completion criteria applicable to such Work (including obtaining County's approval of any other Work which is a prerequisite to obtaining County's approval of the Work described below). Contractor further represents and warrants that the Work described below has been completed in accordance with the Contract, including the Exhibits and Attachments thereto and any executed Change Orders and Amendments. County's approval and signature constitutes an acceptance of the Work described below. Capitalized terms used in this Deliverable Acceptance Form without definition have the meanings given to such terms in the Contract.		
TASK DESCRIPTION (Reference SOW, Change Order or Amendment)	DELIVERABLE DESCRIPTION (Reference any Deliverable designation in the SOW, Change Order or Amendment)	OTHER WORK DESCRIPTION (Reference any other designation in the SOW, Change Order or Amendment)
Comments: <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>		
Attached hereto is a copy of all supporting documentation required pursuant to the Contract, including the Exhibits and Attachments thereto, and any executed Change Orders and Amendments, and including any additional documentation reasonably requested by County.		
COUNTY <input type="checkbox"/> APPROVAL OR <input type="checkbox"/> DISAPPROVAL IF DISAPPROVAL, CORRECTIVE ACTION REQUIRED: _____ <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>		
NAME: _____ TITLE: County Project Director or Designee SIGNATURE: _____ DATE: _____		

EXHIBIT B

SYSTEM MAINTENANCE

FOR

LABORATORY INFORMATION SYSTEM (LIS)

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1. GENERAL

This Exhibit B (System Maintenance) sets forth the scope of, and Contractor's service level commitment regarding, the System, including Maintenance Services, Support Services, Correction of Deficiencies, System Warranties and County's remedies for Contractor's failure to meet the service level commitment specified herein. Capitalized terms used in this Exhibit B without definition shall have the meanings given to such terms in the base Contract.

2. SCOPE OF SERVICES**2.1 DESCRIPTION**

Contractor shall provide System Maintenance specified in the base Contract and this Exhibit B, as more fully described below. System Maintenance shall include Maintenance Services, Support Services and Warranties. System Maintenance shall commence in accordance with the provisions set forth in Paragraph 9 (Work) of the base Contract and shall continue for the term of the Contract.

Contractor shall provide System Maintenance for the System from Contractor's business premises to fulfill its obligations under the Contract.

2.2 DEFINITIONS

1. As used herein, the term "Cure Period" shall have the meaning specified in Section 7.3.1 (Failure of Performance).
2. As used herein, the term "Deficiency Credit(s)" shall have the meaning specified in Section 7.1 (System Remedies) below.
3. As used herein, the term "Disabling Device(s)" shall have the meaning specified in Section 6.1 (General Warranties) below.
4. As used herein, the term "Downtime" shall have the same meaning as Deficiency of Priority Level 1.
5. As used herein, the term "Downtime Credit(s)" shall mean the Deficiency Credits that County may assess for Priority Level I Deficiencies.
6. As used herein, the term "Hardware Maintenance Period" shall mean the period during which any System Hardware Component is covered by the maintenance from the manufacturer of such Component.
7. As used herein, the term "Help Desk" shall mean Contractor's help desk for providing Support Services hereunder, as specified in Section 4.2 (Help Desk) below.
8. As used herein, the term "Maintenance Services" shall have the meaning specified in Section 3 (Maintenance Services) below.
9. As used herein, the term "Scheduled Downtime" shall have the meaning specified in Section 3.4 (Scheduled Maintenance) below.
10. As used herein, the term "Scheduled Maintenance" shall have the meaning specified in Section 3.4 (Scheduled Maintenance).
11. As used herein, the term "Support Hours" shall mean twenty-four (24) hours per day, seven (7) days per week, 365/366 days per year, unless otherwise specified.

12. As used herein, the term "Support Services" shall have the meaning specified in Section 4 (Support Services) below.
13. As used herein, the term "System Database" shall mean each instance of the Application Software installed within the System environment irrespective of how many County Facilities it services.
14. As used herein, the term "System Improvement" shall have the meaning specified in Section 7.2 (System Performance Remedies).
15. As used herein, the term "System Review" shall have the meaning specified in Section 3.5 (System Review).
16. As used herein, the term "Warranty Period" shall have the meaning specified in Section 6.4 (Services Warranties) below.

3. MAINTENANCE SERVICES

Contractor shall provide Services related to the maintenance of the System (hereinafter "Maintenance Services") as provided in this Section 3 below.

3.1 SOFTWARE MAINTENANCE

As part of Maintenance Services, Contractor shall provide Services related to the maintenance of the System Software (hereinafter "Software Maintenance"), including Software Updates, as described in this Section 3.1. below.

3.1.1 Application Software

As part of Maintenance Services, Contractor shall provide Software Updates to Application Software to keep current with Contractor's technology standards upgrades and updates (including patches and bug fixes) industry standards, Third Party Software upgrades and updates, regulatory and statutory changes and as provided to Contractor's general customer base in accordance with this Exhibit B.

Without limiting the other provisions of this Contract, including, without limitation, this Exhibit B, such Software Updates shall be provided to County at least once every eighteen (18) months unless otherwise required by County or agreed to by County and Contractor. Contractor shall offer to County, Software Updates, , enhancements, improvements and Version Releases of the Application Software, or any Component or module of such Application Software, and all Documentation related thereto promptly after the creation thereof and approved for general availability by Contractor.

Contractor shall notify County of all such Software Updates to the Application Software prior to the anticipated installation date thereof. Installation of each Software Update shall be subject to prior written approval of County's Project Manager and shall be performed at a date and time mutually agreed to by the parties. Contractor's provision and installation of such Software Updates to the Application Software shall be at no additional cost to County beyond any Maintenance Fees. If a security problem in the System Software (e.g., closing "back doors" or other intrusion-related problem) is identified by Contractor, County or any third party, Contractor shall provide to County within ten (10) calendar days of Contractor's knowledge of the existence of such security problem either a Software Update curing such security problem or a workaround and a mitigation plan approved by County's Project Manager for curing such security problem. This provision does not supersede any related security requirements of Exhibit N (Information Security Requirements). In the event of a conflict between the related security requirements of Exhibit N (Information

Security Requirements) and this provision, the related security requirements of Exhibit N (Information Security Requirements) control.

3.1.2 Third Party Software

Maintenance Services additionally include ongoing maintenance of Third Party Software's compatibility with the Application Software. Prior to the installation of any Third Party Software, Contractor shall test the compatibility of each update to the Third Party Software with County's then-current Application Software and shall report its findings to County. Notwithstanding the foregoing, County understands that upgrades required to ensure ongoing compatibility with the Application Software may require additional license fees related to hardware platform changes, as determined by the manufacturer of such Third Party Software. However, Contractor shall not charge County for any such additional licenses unless Contractor is also required to pay to the manufacturer of such Third Party Software for the additional licenses.

Contractor shall ensure that the Application Software is compatible with the required or critical updates to Third Party Software, including, without limitation, service and compatibility packs and security patches. Within seven (7) calendar days after release of such update, Contractor shall provide to County a notice of the update. County and Contractor shall then agree on a timeframe for the validation and installation of such update, not to exceed thirty (30) days from Contractor's notice.

In the event it is determined that any required update is not compatible with the Application Software, Contractor shall provide County with a workaround to protect the integrity of the Application Software until such time as the Deficiency is corrected. Compatibility issues with Third Party Software will be subject to Section 5 (Correction of Deficiencies) of this Exhibit B below.

3.2 HARDWARE MAINTENANCE

As part of Maintenance Services, Contractor shall provide Services related to the maintenance of the System Hardware (hereinafter "Hardware Maintenance"), including Hardware Updates, as described in this Section 3.2 below.

Hardware Maintenance shall include repair, upgrade and/or replacement of System Hardware Components in order for the System to comply with the System Requirements and the Warranties specified in this Contract and to support and be compatible with any System Modifications. Hardware Updates shall be provided at no cost to County during the applicable Hardware Maintenance Period pursuant to the terms of the pass-through Hardware Maintenance agreement from the manufacturer of such System Hardware.

3.3 REPLACEMENT PRODUCT

As part of Maintenance Services, Contractor shall provide during the Term of the Contract any Replacement Product in accordance with the provisions of Paragraph 10.3 (Continuous Product Support) of the case Contract.

3.4 SCHEDULED MAINTENANCE

As part of Maintenance Services, Contractor shall, on a regularly scheduled basis as agreed to by County and Contractor, perform System maintenance, including, but not limited to, monitoring disk space on which the System Software resides, reviewing System Software error logs, ensuring that all Interfaces are operational, monitoring System Software functionality and performing such other preventive maintenance necessary for the operation of the System in accordance with the Specifications (hereinafter "Scheduled Maintenance").

Unless agreed to otherwise in advance by County and Contractor, Contractor shall install all System Updates, including Hardware Updates, Software Updates and any Replacement Products, during Scheduled Downtime. For the purpose of this Exhibit B, "Scheduled Downtime" shall mean all time that the System Software cannot be accessed due to scheduled maintenance including, but not limited to, preventive maintenance, updates, upgrades, scheduled reboots and restarts. Contractor shall work with County to determine a mutually agreeable time for Scheduled Downtime.

3.5 SYSTEM REVIEW

On an annual basis and when requested in writing by County, Contractor agrees to review the System with County's assistance at no additional cost to County beyond the applicable Maintenance Fees (hereinafter "System Review"). Such review may be requested by County: (i) if County adds new Application Software modules; or (ii) if there are Application Software modifications as a result of enhancements or regulatory changes; or (iii) at any time reasonably requested by County. The System Review shall include:

1. review of County's utilization of the System, which shall include the version of the Application Software, the number of licensed Users, the volume of Annual Raw Test Results and file retention, as may be specified in Attachments A.1 (System Requirements) and/or A.2 (System Environment); and
2. issuance of a new hardware configuration by Contractor, if applicable.

Upon completion of the System Review and Contractor's provision of its written recommendation, Contractor shall perform the changes and/or improvements recommended by Contractor based upon County's then current:

1. version of the Software;
2. System Hardware configuration approved by Contractor;
3. the number of concurrent jobs;
4. Annual Raw Test Results; and
5. file retention.

Such changes and/or improvements to the System shall be provided at no cost to County if they fall within the scope of System Maintenance, including Maintenance Services and Support Services, provided by Contractor and are covered by the Maintenance Fees as specified in this Exhibit B. Changes and/or improvements to the System outside of the scope of System Maintenance shall be provided by Contractor as Optional Work in accordance with an agreed upon Statement of Work, but only if County accepts Contractor's justification and proof that failure to perform such changes and/or improvement shall materially impact System Performance.

4. SUPPORT SERVICES

4.1 SCOPE OF SUPPORT

Contractor's responsibilities for supporting the operation of the System (hereinafter "Support Services") shall include identifying the cause of the problem reported, correcting all Deficiencies caused by the Application Software and, for problems caused by other than the Application Software, contacting and/or directing County to contact the provider of the System Component causing such problem, as provided in this Section 4 below. Requests for Support Services will be submitted by authorized County staff in person or via telephone, pager, facsimile, mail or electronic mail (email) or any other reasonable means, including Contractor's online client support web portal. Contractor shall utilize and maintain an incident tracking system for tracking and reporting on all Deficiencies reported and discovered.

County Project Manager or another full-time qualified individual who is responsible for the day-to-day coordination of the daily operation of the System Software will oversee

the proper functioning of the System. This individual will also act as the liaison between County and Contractor as necessary to promptly advise and assist in the resolution of issues.

4.2 HELP DESK

As part of Support Services, Contractor shall provide operational support for the System during the Support Hours, which shall include without limitation providing a point of contact for all System problems by maintaining a Help Desk. Contractor shall use a System monitoring mechanism consisting of manual and/or automated remote monitoring tools, including server and system health indicators, to actively monitor the System. In the event that any of the remote monitoring tools detects a fault, Contractor shall immediately open a new service/problem ticket in Contractor's Help Desk system for resolution.

4.3 SOFTWARE SUPPORT

If a System problem, whether reported by County or discovered by Contractor, is caused by a Deficiency in the Application Software, Contractor shall remedy any such Deficiency in accordance with Section 5 (Correction of Deficiencies) below to ensure that the System operates in accordance with the Specifications and the System Requirements, including, without limitation, System Performance Requirements.

4.4 HARDWARE SUPPORT

If a System problem, whether reported by County or discovered by Contractor, is caused by a System Component other than the Application Software, Contractor shall direct County to contact the provider of the System Component causing such problem. If requested by County, Contractor shall also assist County in discussions with the vendor of such System Component to resolve the problem, if direct discussions between County and the vendor of such System Component have failed to lead to a resolution.

5. CORRECTION OF DEFICIENCIES

5.1 IDENTIFICATION OF DEFICIENCIES

The Deficiencies under this Contract may be identified either as a result of Contractor's use of its own remote System monitoring tool or discovered by County or Contractor. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor's Help Desk for resolution in accordance with this Exhibit B.

The Priority Level of the Deficiency shall be assigned by County based on the definition set forth in Section 5.2.1 (Problem Correction Priorities) below. Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, County may, in its reasonable discretion, reevaluate and, if it so chooses, escalate or downgrade the Priority Level of the Deficiency pursuant to Section 5.2.3 (Priority Level Adjustment) below.

5.2 RESOLUTION OF DEFICIENCIES

5.2.1 Problem Correction Priorities

County shall assign one of the Priority Levels specified below to each incident of Deficiencies reported by County to Contractor's Help Desk and/or entered in Contractor's incident tracking system. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed "Response Time" specified below, while each such Deficiency shall be resolved within the specified "Resolution Time". Resolution Time shall start tolling when County notifies Contractor of a Deficiency by telephone or otherwise, including Contractor's Help Desk, and shall end when County reasonably determines that the Deficiency has been resolved.

PRIORITY LEVEL	DESCRIPTION OF DEFICIENCY	RESPONSE TIME	RESOLUTION TIME
1: Critical = Downtime	Widespread System unavailability. Production System is down, or any System Component is completely or functionally inoperable, making a major operational impact on County, potentially posing a risk to patient care.	One (1) hour	Four (4) hours
2: Major	Problem that substantially degrades performance of any System Component or materially restricts business, but not entire System. Users can use Application Software; but an important function of it is not available; operations are severely impacted; potential risk to patient care.	Two (2) hours	Eight (8) hours
3: Minor	A problem that causes only a minor impact on the use of the System or its performance. The problem can be easily circumvented, but causes some functional restrictions. It does not have a critical or severe impact on operations or patient care.	Two (2) weeks	Earlier of (a) the availability of next Software Update; or (b) 12 months of County's report thereof

5.2.2 Problem Resolution Process

For any Deficiency reported by County or discovered by Contractor, Contractor shall immediately, no later than within one (1) hour of discovery, commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times specified in Section 5.2.1 (Problem Correction Priorities) above and elsewhere in the Contract. Contractor shall also immediately commence to develop a workaround or a fix for any Deficiency of Priority Level I.

In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor shall provide County with a written report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and approved by County's Project Manager or designee. The parties will jointly cooperate during this period of time.

Contractor shall maintain ongoing communication with County regarding the status of correction of all Deficiencies reported or discovered. In addition, County may contact Contractor personnel to inquire about the status of resolution of any Deficiency.

Failure by Contractor to resolve any Deficiency within the Resolution Time prescribed under Section 5.2.2 (Problem Resolution Process) shall entitle County to remedies specified in Section 7 (Remedies) below.

5.2.3 Priority Level Adjustment

County, in its reasonable discretion, may escalate or downgrade a Priority Level of a Deficiency if the Deficiency meets the definition of the Priority Level as escalated or downgraded. A Deficiency may also be escalated by County, if the Deficiency persists or re-occurs, as determined by County's Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Section 5.2.1 (Problem Correction Priorities) above.

If a workaround may be provided by Contractor for a Deficiency, County and Contractor may agree to downgrade the Priority Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by Contractor by such agreed upon date, then County may escalate the Priority Level of the Deficiency back to

the original Priority Level or higher, as provided herein.

6. WARRANTIES

6.1 GENERAL WARRANTIES

Contractor represents, warrants, covenants and agrees that throughout the Term of this Contract:

1. Contractor shall comply with the System Warranties, System Performance Warranties and Services Warranties as specified in this Paragraph 6 below.
2. With respect to intellectual property, (i) Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Contract to County; (ii) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) County is entitled to use the System without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Contract; (iv) this Contract and the System licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) during the term of this Contract, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System (or any part thereof) in accordance with this Contract; and (vi) neither the performance of this Contract by Contractor, nor the License to or ownership by, and use by, County and its Users of the System in accordance with this Contract will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.
3. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any System Component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, (i) which has the potential or capability (a) of compromising the security of County's confidential or proprietary information or (b) of causing any unplanned interruption of the operations of, or accessibility of the System or any System Component to County or any User or (ii) which could alter, destroy or inhibit the use of the System, any System Component or the data contained therein (collectively referred to for purposes of this Exhibit Bas "Disabling Device(s)"), which could block access to or prevent the use of the System or any System Component by County or Users. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any System Component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered System Component to contain any Disabling Device.

In addition, Contractor shall prevent viruses from being incorporated or introduced into the System Software or updates or enhancements thereto prior to delivery and installation thereof to County and shall prevent any viruses from being incorporated or introduced in the process of Contractor's loading of System Software, or updates and enhancements thereto, or being introduced in the process of Contractor's performance

of online support. County acknowledges that Contractor is not necessarily the manufacturer of the virus protection software. The foregoing shall not apply to the use of license keys required to enable proper operation of the System Software.

4. The Source Code for the Application Software deposited by Contractor in escrow with the Escrow Agent represents an executable and compliable Source Code version of the Application Software utilized by County and maintained by Contractor pursuant to this Contract.

6.2 SYSTEM WARRANTIES

Contractor also represents, warrants, covenants and agrees that throughout the term of this Contract:

1. The Existing Software shall be compatible with and operate in conjunction with the Existing Hardware in use by County on the Effective Date, and, during the term of the Contract, the Application Software licensed by County shall be compatible with the then-specified version of the Third Party Software and System Hardware approved in writing by Contractor for use with the Application Software.
2. Contractor shall support the current Version Release of Application Software and the most recent prior two (2) Version Releases for the Term of this Contract.
3. System Software shall be fully integrated and interfaced as required by the System Requirements relating to Interfaces.
4. Application Software shall be fully compatible with the rest of the System Software Components and any County software, approved by Contractor, operated by County on the County hardware, provided that Contractor shall not be liable for any issues resulting from the use of such County software impacting System Performance.
5. None of the Application Software requires execution by County of software licenses with third parties.
6. The System as a whole shall be capable of delivering all of the functionality and meeting all specifications and requirements set forth in this Contract, including Attachment A.1 (System Requirements), this Exhibit B and any applicable Statement of Work.
7. Unless stated otherwise in the Contract, the Warranties applying to System Hardware and Third Party Software are limited to the pass-through warranties provided by manufacturer or provider of such System Hardware and Third Party Software, as applicable.

6.3 SYSTEM PERFORMANCE WARRANTIES

Contractor represents, warrants, covenants and agrees that they System shall meet the System Performance Requirements, including, but not limited to, those related to System Response Time and System Availability, as specified in Attachment A.1 (System Requirements), subject to the provisions of Section 3.5 (System Review). All System Performance Deficiencies shall be deemed at a minimum as Priority Level 2 for the purpose of the correction of Deficiencies and other remedies.

6.4 SERVICES WARRANTIES

1. All Services, including System Maintenance and those related to Optional

Work, shall be performed by Contractor under this Contract in a timely and professional manner by qualified personnel, consistent with generally accepted industry standards; and

2. All Optional Work provided by Contractor under this Contract shall be complete and shall conform to professional standards, as they exist in Contractor's profession or field of practice, for one hundred and twenty (120) days following Final Acceptance or other acceptance by County of such Optional Work, as applicable (hereinafter "Warranty Period");
3. All Services shall comply with the applicable specifications and requirements set forth in this Contract, including any applicable Statement of Work and Exhibit B (System Maintenance);
4. The level of System Maintenance, including Maintenance Services and Support Services, shall not degrade during the Term of the Contract.

7. REMEDIES

7.1 SYSTEM REMEDIES

Credits shall accrue (1) for Contractor's failure to timely correct any Priority Level 1 or Priority Level 2 Deficiency and/or (2) for the occurrence of three (3) or more Priority Level 1 Deficiencies in any single calendar month (collectively and individually, Deficiency Credit(s)).

Without limiting any other rights and remedies available to County, either pursuant to this Contract, by law or in equity, County shall be entitled to Deficiency Credits or Downtime Discounts, as applicable, in the event that (i) System Downtime persists for more than eight (8) hours during any given month as provided below or (ii) Contractor fails to correct a Priority Level 2 Deficiency within the timeframes set forth in Section 5 (Correction of Deficiencies) of this Exhibit 8, or such longer period as agreed to by County and Contractor, and as further provided in this Section 7.1 below.

Deficiency Credits shall not be issued for Downtime occurring during mutually agreed upon scheduled or planned shutdown of the System Hardware, Scheduled Downtime or System Response Time testing.

7.1.1 Downtime Credits

In the event that System Downtime persists for more than eight (8) hours during any particular calendar month, County shall be entitled to discount the Monthly Fees for the next Payment Cycle for all System Databases impacted by such Downtime (hereinafter "Downtime Discount") depending on the actual hours of Downtime during such month, as follows:

PERIOD OF DOWNTIME PER MONTH	DOWNTIME DISCOUNT OF MAINTENANCE FEE(S)
< 8 hours	0%
> 8 hours and < 12 hours	10%
> 12 hours and < 24 hours	15%
> 24 hours (1 day) and < 48 hours	30%
> 48 hours (2 days) up to 72 hours	60%
More than 72 hours (3 days)	100%

7.1.2 Deficiency Credits

If Contractor fails to correct any Priority Level 2 Deficiency within the applicable

Resolution Times specified in Section 5.2.1 (Problem Correction Priorities) above, then in each instance, County may, in its sole discretion, assess Deficiency Credits in the amount of Five Hundred Dollars (\$500) per day for each day, or portion thereof, during which any Deficiency continues beyond the Resolution Time prescribed for the applicable Priority Level of such Deficiency, up to not to exceed an amount equal to thirty percent (30%) of the monthly Maintenance Fees for all System Databases impacted by such Deficiency.

All of the foregoing credits shall apply separately for each instance of a Deficiency. The amount of time elapsed for the calculation of Deficiency Credits will be determined by the timestamp or other evidence issued by the Help Desk at such time as a service request is sent by County to Contractor.

Notwithstanding anything to the contrary set forth in this Exhibit B, any Deficiency Credits accruing to County as a result of a Downtime or Deficiency shall be based upon its escalated or downgraded Priority Level, if applicable, assigned to such Deficiency in accordance with Section 5.2.3 (Priority Level Adjustment) of this Exhibit B.

7.2 SYSTEM PERFORMANCE REMEDIES

In the event the System fails to meet any of the System Performance Requirements, including System Response Times Requirements and System Availability Requirements (hereinafter "System Performance Deficiency"), during the applicable Hardware Maintenance Period, and upgrade, repair or replacement of any of the System Hardware Components and associated Third Party Software (hereinafter "System Improvement"), including operating software, hardware and/or networking components, is necessary to remedy the Deficiency, Contractor shall perform such System Improvement as necessary at no cost to County. In the event such System Improvement does not remedy the System Performance Deficiency outside of the applicable Hardware Maintenance Period, County will be entitled to keep such System Improvement Components at no cost. If a System Performance Deficiency that is assigned Priority Level 2 persists, the Priority Level of such Deficiency may be escalated by County to Priority Level I in accordance with Section 5.2.3 (Priority Level Adjustment) of this Exhibit B.

7.3 SERVICES REMEDIES

7.3.1 Failure of Performance

If any fail to comply with Section 6.4 (Services Warranties) above, Contractor shall, at its own expense, cure the Deficiency by re-performing the Services within thirty (30) days (hereinafter "Cure Period"), starting from the Contractor's receipt of written notice from County's Project Manager of the specific nature of the problem.

Contractor shall also, at its own expense, correct any data in which and to the extent that errors have been caused by Contractor or tools introduced by Contractor into the System or any other County system for the purpose of providing Optional Work under any Statement of Work.

7.3.2 Optional Work

For each and every occasion upon which (i) a Deficient Deliverable under any Statement of Work for Optional Work has not, in County's Project Manager's reasonable discretion, been cured by Contractor by re-performing the Services, or otherwise re-providing the Optional Work, within the Cure Period or (ii) re-performance of the Services, or re-provision of the Optional Work, causing the Deficiency has not been completed by Contractor within the Cure Period, other than as a result of delays caused by acts or omissions or under control of County, County shall be entitled to receive credit against any or all amounts due to

Contractor under this Contract or otherwise in the total amount of Five Hundred Dollars (\$500) for each day after the earlier of (a) completion of unsatisfactory re-performance of the Services, or re-provision of the Optional Work, or (b) within the Warranty Period, as applicable, up to a not-to-exceed amount equal to ten percent (10%) of the price allocated for the Deficient Deliverable in the Statement of Work. All of the foregoing credits shall apply separately, and cumulatively, to each Deliverable in the applicable Statement of Work. A determination whether County shall assess credits due to it pursuant to this Section 7.3.2 shall be made by County's Project Manager's using reasonable discretion. Notwithstanding the foregoing, Contractor shall cure all Deficiencies identified by County.

EXHIBIT C

PRICING TERMS

FOR

LABORATORY INFORMATION SYSTEM (LIS)

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1. GENERAL

This Exhibit C sets forth the pricing terms for the Work to be provided by Contractor under this Contract, including System Maintenance and Optional Work.

The following Schedules are attached to and form a part of this Exhibit C:

Schedule C.1: System Maintenance Schedule;

Schedule C.2: Optional Work Schedule.

2. SYSTEM MAINTENANCE

2.1 PAYMENT TERMS

County will reimburse Contractor for System Maintenance provided by Contractor under the Contract by payment of the applicable Maintenance Fees. Maintenance Fees shall cover all the work provided by Contractor, as specified in Exhibit A (Scope of Work), with the exception of any Optional Work, and Exhibit B (System Maintenance).

Unless otherwise requested by County and specified in a Change Notice executed by County in accordance with Paragraph 8.1.2 (Change Notices) of the Base Contract following the Effective Date, County will compensate Contractor for System Maintenance in advance by monthly payment of the applicable Maintenance Fees for each Payment Cycle following Contractor's submission of applicable invoices in accordance with Paragraph 5.5 (Invoices and Payments) of the Base Contract.

The Maintenance Fees are payable on a monthly basis in advance commencing with the first month following the Effective Date. The Payment Cycle is set at twelve (12) months, with the Maintenance Fees equal to twelve (12) times the amount of Monthly Fees.

2.2 PAYMENT SCHEDULE

As of the Effective Date, the annual Maintenance Fees to be paid by County to Contractor for each County Facility during the term of the Contract for the Existing System, without any System Modifications that may be acquired by County during the term of the Contract as Optional Work, are projected below.

The annual projections are based on the agreement that Maintenance Fees shall, commencing from year two (2) of the Contract and continuing through its term, increase thereafter by the lesser of COLA and five percent (5%) from the previous year, estimated for the purpose of the projections at five percent (5%), as further provided in Paragraph 3.2 (System Maintenance) of the Base Contract.

SYSTEM MAINTENANCE FEES	
Year	Yearly Totals
Year 1	\$223,535
Year 2	\$234,712
Year 3	\$246,448
Year 4	\$258,771
Year 5	\$271,710
Total	\$1,235,176
Optional Year 6	\$285,296
Optional Year 7	\$299,561
Total Optional Years	\$584,857
Total Years 1-5 & Optional Years	\$1,820,033

3. OPTIONAL WORK

Any agreed upon Optional Work shall be provided by Contractor to County in accordance with Paragraph 3.3 (Optional Work) of the Base Contract and Section 4 (Optional Work) of Exhibit A (Scope of Work). County's payment to Contractor for Optional Work shall not exceed the Maximum Fixed Price, or the not-to-exceed value of services billed as time and materials, as agreed upon by County and Contractor for the applicable Statement of Work. If travel and living expenses are included in the fees quoted for any Statement of Work for Optional Work, such travel and living expenses may be billable if reasonable, are quoted and approved in advance by County, are based on actual expenditure and do not exceed County's then current travel expense reimbursement rates.

The Fixed Hourly Rate utilized by Contractor for quoting Maximum Fixed Price shall be \$210 for year one (1) of the Contract and shall increase thereafter by the lesser of COLA and five percent (5%) from the previous year.

3.1 SYSTEM MODIFICATIONS AND PROFESSIONAL SERVICES

The table immediately below represents the annual projections for the acquisition of Additional Hardware, Additional Software and Professional Services as Optional Work using Pool Dollars for the term of the Contract, including sales tax of 10% for System Hardware.

The detailed breakdown of these projected System Modifications and Professional Services is specified in Schedule C.2 (Optional Work Schedule).

OPTIONAL WORK - SYSTEM MODIFICATIONS AND PROFESSIONAL SERVICES FEES	
Year	Yearly Totals
Year 1	\$474,787
Year 2	\$624,611
Year 3	\$146,078
Year 4	\$243,794
Year 5	\$334,884
Total	\$1,824,154
Year 6 (Optional)	\$143,080
Year 7 (Optional)	\$78,123
Total Optional Years	\$221,203
Total Years 1-5 & Optional Years	\$2,045,357

3.2 ADDITIONAL SYSTEM MAINTENANCE

The table immediately below represents the annual projections for the additional Maintenance Fees resulting from the acquisition of Additional Hardware, Additional Software and Professional Services as Optional Work using Pool Dollars for the term of the Contract.

The detailed breakdown of these projected System Modifications and Professional Services is specified in Schedule C.2 (Optional Work Schedule).

OPTIONAL WORK - ADDITIONAL SYSTEM MAINTENANCE FEES	
Year	Yearly Totals
Year 1	\$113,730
Year 2	\$206,565
Year 3	\$228,025
Year 4	\$242,505
Year 5	\$440,248
Total	\$1,231,073
Year 6 (Optional)	\$462,261
Year 7 (Optional)	\$485,376
Total Optional Years	\$947,637
Total Years 1-5 & Optional Years	\$2,178,710

4. CONTRACT SUM

Contract Sum shall be County's maximum obligation under the Contract for the maximum term of the Contract and shall include the cost of (i) System Maintenance for the Existing System and the cost for any and all (ii) Optional Work that may be provided by Contractor under the Contract using Pool Dollars, including System Modifications, Professional Services, and any additional Maintenance Fees resulting from such Optional Work. The Contract Sum allocated for the Contract is \$6,044,100 and is broken down between System Maintenance and Optional work approximately as specified below.

WORK COMPONENT	AMOUNT
System Maintenance	\$1,235,176
Optional Work (Pool Dollars)	\$3,055,227
Contract Sum	\$4,290,403
Year 6 (Optional)	
System Maintenance	\$285,296
Optional Work (Pool Dollars)	\$605,341
Year 7 (Optional)	
System Maintenance	\$299,561
Optional Work (Pool Dollars)	\$563,499
Total Contract Sum (Including Optional Years)	\$6,044,100

SYSTEM MAINTENANCE SCHEDULE								SCHEDULE C-1	
Maintenance Item	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total	
Surquest Laboratory Information System Maintenance	\$223,535	\$234,712	\$246,448	\$258,771	\$271,710	\$285,296	\$299,561	\$1,820,033	

OPTIONAL WORK SCHEDULE

Optional Work Item	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Years 1-7 Total	
	Modifications & Services	Maintenance	Modifications & Services	Maintenance	Modifications & Services	Maintenance	Modifications & Services	Maintenance	Modifications & Services	Maintenance	Modifications & Services	Maintenance	Modifications & Services	Total
System Upgrades														
LIS v.8.2 Upgrade Maintenance		\$5,525		\$5,801		\$6,091		\$6,396		\$6,716		\$7,051	\$7,404	\$44,988
LIS Upgrade (Year 2) SW Only		\$64,857												\$64,957
LIS Upgrade (Year 4) SW/HW						\$120,982								\$120,983
LIS Upgrade (Year 6) SW Only												\$64,957		\$64,957
System Modifications														
SMART Module		\$0		\$18,245		\$19,157		\$20,115		\$21,121		\$22,177	\$23,286	\$124,103
SMART iMentor		\$5,000		\$5,282		\$5,546		\$5,823		\$6,114		\$6,420	\$6,741	\$40,956
Document Image Locator				\$11,015		\$11,576		\$12,155		\$12,763		\$13,401	\$14,071	\$148,319
Outreach Advanced Reports Module (RBR)				\$6,015		\$6,316		\$6,632		\$6,963		\$7,311	\$7,677	\$106,001
Maigen Module (HW, SW)								\$91,150		\$171,917		\$180,513	\$189,538	\$633,120
EMR Interfaces / LIS Interfaces														
Atlas Advanced EMR Connectivity	\$244,765	\$58,840		\$61,782		\$64,871		\$68,115		\$71,520		\$75,096	\$78,851	\$723,844
Atlas EMR Bidirectional Interface	\$32,168	\$6,720		\$7,056		\$7,409		\$7,779		\$8,168		\$8,577	\$8,995	\$86,877
HL7 2.5.1 Interface				\$6,322		\$6,638		\$6,970		\$7,319		\$7,684	\$8,069	\$74,471
Reference Lab Interface (ILI)						\$20,550								\$24,725
Replace OA Canned Interfaces with Atlas EMR Interfaces						\$44,589		\$12,741		\$14,047		\$14,750	\$15,487	\$114,996
Physician Update Interface						\$1,300		\$1,397		\$1,467		\$1,540	\$1,617	\$14,812
Laboratory Response Network (LRN) Messenger Interface				\$1,267		\$1,330		\$6,954		\$7,302		\$7,667	\$8,050	\$64,569
Instruments / Instrument Interfaces / Data Innovations Middleware														
Data Innovation (DI) Middleware		\$252,215		\$33,765		\$36,453		\$37,226		\$39,087		\$41,042	\$43,094	\$481,864
Data Innovation (DI) Automation Services								\$154,000						\$154,000
Data Innovation (DI) STS Rules Automated Testing								\$8,795		\$13,195		\$13,854	\$14,547	\$50,392
Data Innovation (DI) Lab Intelligence		\$29,420		\$1,732		\$1,819		\$1,910		\$2,005		\$2,105	\$2,211	\$41,304
Instrument Interfaces - DI with Lab Intelligence		\$5,630		\$1,016		\$1,575		\$2,162		\$2,778		\$3,416	\$3,062	\$27,566
Instrument Interfaces - SIM	\$23,625	\$2,640		\$4,532		\$4,759		\$4,997		\$5,246		\$5,506	\$5,784	\$72,844
Parthen Trax with 5 Panther Instruments	\$47,150	\$5,280		\$5,544		\$5,821		\$6,112		\$6,418		\$6,739	\$7,076	\$90,242
Services														
MYLA Instrument Implementation Services							\$7,260							\$7,260
STS Automated Testing Service - WatchDog 2.0 only	\$7,999	\$11,995		\$12,595		\$13,274		\$13,886		\$14,580		\$15,309	\$16,074	\$105,664
STS Automated Testing Service - Upgrade to STS265 from WatchDog 2.0	\$0	\$4,500		\$4,725		\$4,961		\$5,209		\$5,470		\$5,743	\$6,030	\$36,642
Mentor Ad Hoc Report Writer Superuser Training	\$9,000			\$6,000										\$15,000
Report Writer Mentoring Subscription Service		\$13,200		\$13,860		\$14,553		\$15,281		\$16,045		\$16,847	\$17,689	\$107,476
Fee for Service / System Customization Services	\$10,000			\$10,000		\$10,000		\$10,000		\$10,000		\$10,000	\$10,000	\$70,000
Hardware														
Lantronix (HW) for Instrument Interfaces	\$2,269			\$2,269										\$4,538
Thermal Label Printers (HW)	\$10,350			\$1,897		\$1,897		\$1,897		\$1,897		\$1,897	\$1,897	\$21,738
Handheld Scanners (HW)	\$22,369			\$1,225		\$1,225		\$1,225		\$1,225		\$1,225	\$1,225	\$29,719
General Pool Dollars														
Training Pool Dollars	\$10,000			\$10,000		\$10,000		\$10,000		\$10,000		\$10,000	\$10,000	\$70,000
Travel Pool Dollars	\$5,000			\$5,000		\$5,000		\$5,000		\$5,000		\$5,000	\$5,000	\$35,000
Additional Pool Dollars	\$50,000			\$50,000		\$50,000		\$50,000		\$50,000		\$50,000	\$50,000	\$350,000
TOTALS														
System Modifications and Professional Services	\$474,767	\$624,611		\$146,076		\$243,784		\$334,884		\$440,248		\$542,251	\$685,376	\$2,178,710
System Maintenance Due to Optional Work		\$113,730		\$206,565		\$228,025		\$242,505		\$260,248		\$278,123	\$485,376	\$4,224,067
OPTIONAL WORK TOTALS	\$474,767	\$113,730	\$624,611	\$206,565	\$146,076	\$243,784	\$334,884	\$440,248	\$542,251	\$685,376	\$820,371	\$1,023,499	\$1,173,751	\$10,000,000

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO.: _____

COUNTY PROJECT DIRECTOR:

Name: David Cardenas
Title: Chief Information Officer
Address: Department of Public Health - Public Health Information Systems
5555 Ferguson Drive, Suite 100-04
Commerce, California 90022
Telephone: (323) 914-8163
E-Mail Address: dcardenas@ph.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Nicole M. Green, Ph.D., D (ABMM)
Title: Laboratory Director
Address: Department of Public Health - Laboratory
12750 Erickson Avenue
Downey, California 90242
Phone: (562) 658-1300
E-mail: nigreen@ph.lacounty.gov

Name: _____
Title: _____
Address: _____

Phone: _____
E-mail: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____
Title: _____
Address: _____

Phone: _____
E-mail: _____

CONTRACTOR'S ADMINISTRATIONCONTRACTOR'S NAME: Sunquest Information Systems, Inc.CONTRACT NO.: PH-**CONTRACTOR'S PROJECT MANAGER:**

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

CONTRACTOR CONFIDENTIALITY AGREEMENT

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME: SUNQUEST INFORMATION SYSTEMS, INC. Contract No. PH-

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if

CONTRACTOR CONFIDENTIALITY AGREEMENT

Page 2 of 2

proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

EXHIBIT I

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Page 2 of 3

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

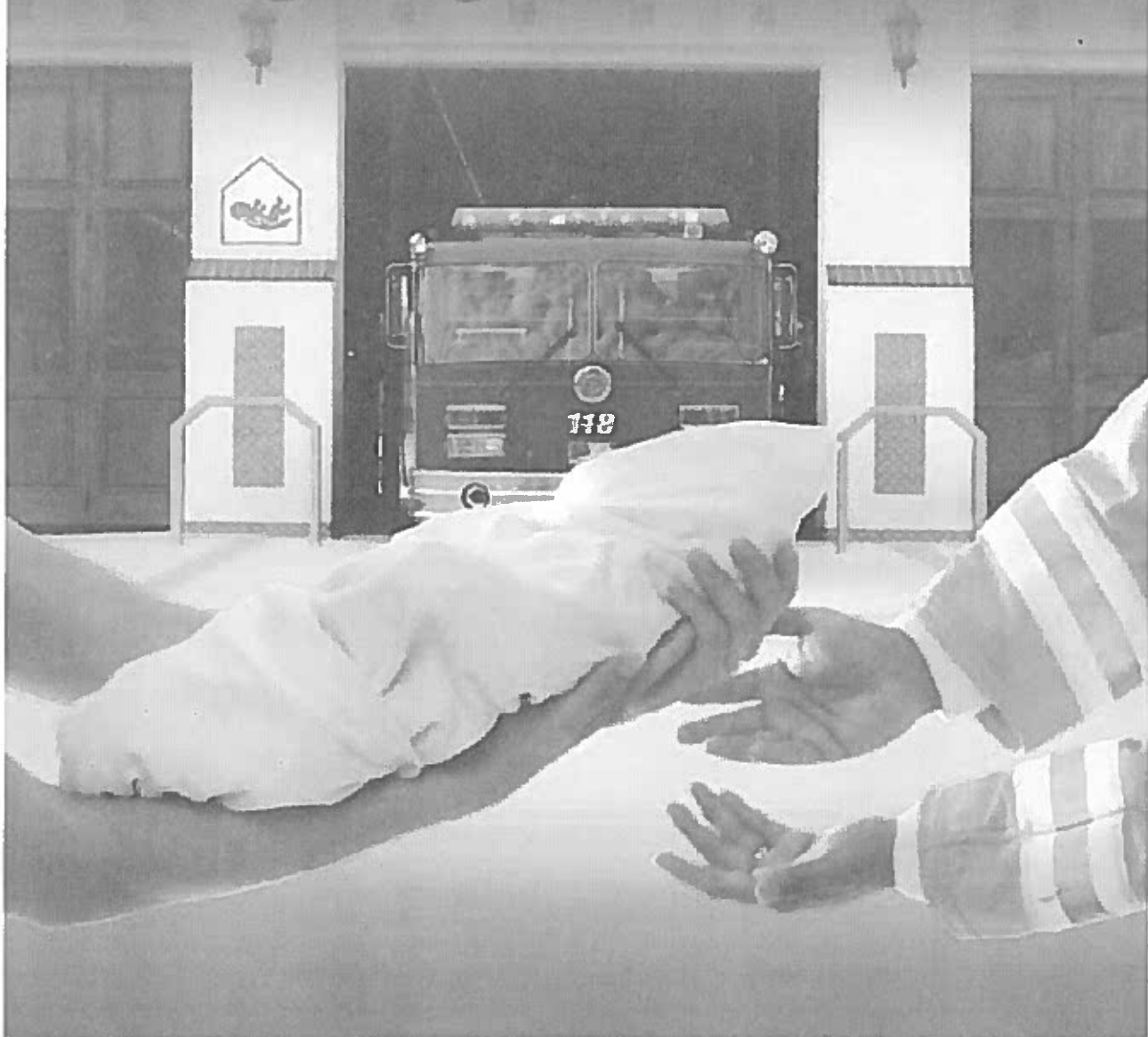
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe1a.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

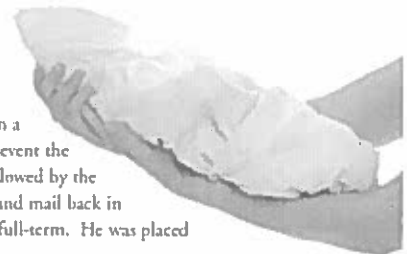
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY-SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

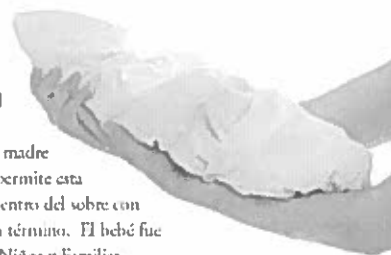
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**COUNTY'S TRAVEL EXPENSE
REIMBURSEMENT POLICY**

The County of Los Angeles, California County Code (Title 5. Personnel) specifies the maximum travel, meal, lodging, and incidental expense reimbursements rates.

I. Paragraph 5.40.060 Traveling Expenses – Travel, lodging and meal cost limitations

Traveling expenses allowed shall not exceed:

A.1. The actual cost of transportation when by public carrier, if a privately owned vehicle is used to travel to a destination other than one specified in subsection D of Section 5.40.190, at a rate of six cents per mile or the equivalent of the fare via the most appropriate public carrier;

2. If to a destination outside the state and more than 500 miles from headquarters, the equivalent of the fare via the most appropriate public carrier;

3. Effective July 1, 2000, persons permanently assigned to duty on Catalina Island shall be entitled to reimbursement for the cost not to exceed two round trips in any one month by boat to the mainland. Such claim shall be filed with the department on the form(s) required by the department head.

B.1. Lodging \$192.00 per night; breakfast \$11.50; lunch \$15.00 and dinner \$37.50, or not to exceed \$64.00 per day when three meals are purchased upon any one day. The rates set forth in this paragraph shall be subject to annual adjustment by the auditor-controller pursuant to Section 5.40.095 of this Code. Where the cost of a single-occupancy hotel accommodation in a major metropolitan area or capital city, as defined in Section 5.40.090(B), exceeds the limitations set forth in this section and Section 5.40.095, reimbursement may, with prior approval of the Chief Administrative Officer, be made for actual necessary costs of said single-occupancy hotel accommodation, including all taxes, upon presentation to the auditor-controller of a receipt from the hotel concerned.

a. Notwithstanding subsection B.1. above, employees attending a County-sponsored conference will be reimbursed for receipted lodging, plus taxes, when the lodging is contracted by the County sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate at the designated hotel;

b. Notwithstanding subsection B.1. above, employees attending a non-County-sponsored conference will be reimbursed for receipted lodging, plus taxes, when the lodging is contracted by the conference sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate at the designated hotel.

2. Unless approved by the chief administrative officer, meals shall not be allowed in the county of Los Angeles except under the following circumstances:

a. Persons permanently assigned to duty on Catalina Island shall be allowed meals and lodging when ordered by the department head to temporary duty elsewhere in the county, provided such persons are required to remain at the temporary work location overnight,

b. Persons permanently assigned to duty in the mountains or in the Antelope Valley shall be allowed meals and lodging when ordered by the department head to temporary duty elsewhere in the county, provided such persons are required to remain at the temporary work location overnight,

c. Persons permanently assigned to duty other than in the mountains, in the Antelope Valley, on Catalina Island or in the Santa Clarita Valley shall be allowed meals and lodging when ordered by the department head to temporary duty at Catalina Island, in the mountains, in the Antelope Valley, or in the Santa Clarita Valley, provided such persons are required to remain at the temporary work location overnight,

d. Legislative representatives of the chief administrative office permanently assigned to duty in Washington, D.C. or Sacramento shall be allowed meals, lodging and transportation expenses in Los Angeles County as approved by the chief administrative officer when ordered by the department head to travel to Los Angeles to consult with county officials,

e. Candidates for employment with the county of Los Angeles, special examiners, or subject-matter experts, when they are approved by the chief administrative officer or director of personnel to travel for the examination process;

3. A person traveling by privately owned vehicle or county car shall be allowed actual necessary travel time and meals not to exceed one day each way en route; actual necessary lodging not to exceed one day each way en route if the destination is more than 500 highway miles from headquarters, or as would otherwise be reasonable under the circumstances.

C. The actual cost of portage, not to exceed \$1.00 per day. (Ord. 2006-0003 § 2, 2006; Ord. 2000-0034 § 1, 2000; Ord. 99-0026 § 3, 1999; Ord. 94-0011U § 1, 1994; Ord. 91-0044 § 4, 1991; Ord. 87-0007 § 2, 1987; Ord. 84-0240 § 2, 1984; Ord. 82-0251 § 1, 1982; Ord. 12108 § 1 (part), 1980; Ord. 12084 § 1, 1980; Ord. 12020 § 1, 1979; Ord. 11327 § 1, 1976; Ord. 11139 § 1, 1975; Ord. 10936 § 1, 1974; Ord. 9729 §§ 1 and 2, 1969; Ord. 9005 §§ 1 and 2, 1966; Ord. 7562 § 1, 1959; Ord. 5867 § 1, 1956; Ord. 5236 § 2 (part), 1948; Ord. 4099 Art. 3 § 48.3, 1942.)

II. Paragraph 5.40.095 Maximum travel, meal, lodging and incidental expense reimbursement rates

The auditor-controller shall adjust maximum travel, meal, lodging and incidental expense reimbursement rates based upon annual changes in the National Consumer Price Index (CPI) published by the Bureau of Labor Statistics of the United States Department of Labor. Such adjustments shall be made effective February 1, 1983, based upon the published percentage change in the CPI between December, 1981 and December, 1982. Subsequent adjustments shall be made effective on February 1st of each year thereafter, based upon the published percentage change in the CPI during the preceding calendar year, provided that such percentage change exceeds three percent. If the published percentage change in a calendar year is less than three percent, that percentage change shall be cumulated with the published percentage change in the following calendar year(s) until such time as the cumulative percentage change exceeds three percent, at which time adjustments shall be made to reflect the total cumulative percentage change. Such adjustments in maximum travel reimbursement rates shall be rounded to the nearest quarter dollar. (Ord. 82-0251 § 3, 1982.)

ESCROW AGREEMENT

INFORMATION SECURITY REQUIREMENTS

This Exhibit sets forth information security controls to be established by Contractor and maintained throughout the term of the Contract. These controls are in addition to the requirements of the Contract, including any Exhibit in support of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information (PII), Protected Health Information (PHI), Medical Information (MI) and County's other Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks.

Failure to comply with this Exhibit will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Contract.

1. SECURITY PROGRAM

Contractor shall establish and maintain a formal, documented, mandated, company-wide Information Security Program, including security policies, standards and procedures and security controls. The Information Security Program will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. SECURITY OF SYSTEMS AND DEVICES

Contractor will use, as a minimum standard, manufacturer recommended hardware and software-hardening settings to minimize the system risk exposure on all servers, workstations, PCs, and mobile devices. These systems will maintain the latest security patches and have the latest virus definitions. Virus scans should be run daily and logged. All mobile devices storing County's Confidential Information (including PII, PHI, and MI) will be encrypted using a cipher no less than FIPS 140-2 and be managed by a Mobile Device Management system.

3. HARDWARE RETURN

Upon termination or expiration of the Contract or at any time upon County's request, Contractor shall return all hardware, if any, provided by County containing PII, PHI, MI and/or County's other Confidential Information to County. The PII, PHI, MI and/or County's other Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County.

4. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process PII, PHI, MI, and/or County's other Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

5. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure

essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

6. ACCESS CONTROL

Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- 6.1. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- 6.2. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- 6.3. Applications will include access control to limit user access to information and application system functions; and
- 6.4. All systems will be monitored to detect deviation from access control policies and identify suspicious activity.
- 6.5. Contractor shall monitor user access adds, moves and changes and make appropriate access control account terminations.
- 6.6. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below Section 9.
- 6.7. Any access to data in the application will be via a multi-factor authentication (MFA) solution.

7. CONTRACTOR SECURITY AUDITS

Contractor shall conduct annual independent security audits and penetration testing listed below in subsections 7.1 and 7.2. Contractor shall provide to County a summary of: (1) the results of the security audits and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

- 7.1. One of the following: HITRUST Common Security Framework (CSF), ISO 27001:2013 (Information Security Management), or other audit(s) as approved by the Public Health Information Security Officer or designee, Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - 7.1.1. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - 7.1.2. **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards and requirements.
 - 7.1.3. **Penetration Test** – Manual and automated penetration testing, conducted by non-Contractor personnel, requiring at least some access to developers, documentation, code and authenticated access to the system, to help determine whether the security controls and configurations in place are providing appropriate protection.
 - 7.1.4. **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - 7.1.5. **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published by Contractor.
- 7.2. SSAE-16 (formerly known as SAS -70 II) or other audit(s) as approved by the Public Health Information Security Officer or designee – As to the Hosting Services only:
 - 7.2.1. Audit spans a full twelve (12) months of operation and is produced annually.

- 7.2.2. The resulting detailed report is available to County.
- 7.2.3. Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

8. SECURITY AUDITS

In addition to the audits described in Section 7 (Contractor Security Audits), during the term of this Contract, County or its third party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests and audits within reasonable timeframes.

9. SECURITY INCIDENT

- 9.1. Contractor shall promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- 9.2. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- 9.3. Contractor shall provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention and/or authorized destruction of PII, PHI, MI and/or County's other Confidential Information.
- 9.4. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.
- 9.5. As used herein, "Security Incident" has the meaning given to such term in the BAA (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. **OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. **REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Privacy Officer at: HIPAA Privacy Unit, County of Los Angeles, Risk Management Branch, 3333 Wilshire Blvd., Suite 820, Los Angeles, California 90010, HIPAA@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in

- writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
 - 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
 - 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
 - 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
 - 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
 - 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
 - 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164,

including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that

Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its

responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.



COUNTY OF LOS ANGELES
Public Health



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Director

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Fifth District

September 11, 2019

TO: Each Supervisor

FROM: Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director *Barbara Ferrer*

**SUBJECT: NOTICE OF INTENT TO NEGOTIATE A NEW SOLE SOURCE
CONTRACT WITH SUNQUEST INFORMATION SYSTEMS, INC. FOR
THE PROVISION OF A LABORATORY INFORMATION SYSTEM**

This is to notify you that the Department of Public Health (DPH) intends to begin sole source contract negotiations with Sunquest Information Systems, Inc. (Sunquest) for the provision of Laboratory Information System (LIS).

This notice is being sent in accordance with Board Policy 5.100, which states that County departments that intend to negotiate a sole source service contract for Board approval must provide advance written notice to your Board at least four (4) weeks prior to commencing contract negotiations for a new contract.

Background

On December 9, 1997, the County, through Internal Services Department (ISD), entered into Purchase Order Agreement Number 5692, with Sunquest for the provision of the Clinical Laboratory Information System and implementation services, as modified and extended by Amendments. On October 16, 2007, the County and Sunquest also entered into Agreement Number 76372 for the provision of Professional Services.

Subsequently, on February 1, 2010, the County, again through ISD, entered into MA-IS 1040326, which superseded the LIS Agreement. While this agreement currently includes both the Department of Health Services (DHS) and the Department of Public Health (DPH), DHS has indicated they are currently only utilizing LIS for read-only access and not for active data management, while DPH utilizes it fully. Upon the

January 31, 2020 expiration of the current Agreement, DPH will need its own separate LIS Agreement with Sunquest.

The Sunquest agreement covers the following: Sunquest software licensing and use, Sunquest system servers and related hardware, Sunquest system client and instrument interfaces, application software including test areas and report building programs, third-party related system software, system service and hardware support, change orders, and Sunquest system maintenance.

The Sunquest LIS is a critical component needed to support DPH's protection of the public against diseases, including diagnosis and assessment of communicable disease, outbreak response, and investigations related to chronic health issues. Sunquest laboratory information system allows for real-time disease reporting as it is directly interfaced with public health communicable disease reporting databases. Furthermore, there are several hundred fully-trained DPH users that use and rely on the Sunquest laboratory information system for core business processes.

In addition, DPH's Public Health Laboratory (PHL) serves as the reference laboratory to provide testing services for the city of Pasadena. On occasion and as needed, the PHL performs testing for the state Public Health Laboratory, San Bernardino County, Orange County, Kern County, Ventura County, and other nearby local jurisdictions for surge support and emerging infectious diseases. Five high-volume external community based and non-DPH clinics are also directly interfaced to the public health laboratory using Sunquest with additional clinics planned.

Justification for Sole Source Agreement

Over the years, the Sunquest LIS software has been customized, enhanced, and configured to support specific PHL business processes. The Sunquest LIS software is interfaced with DPH and DHS clinics and hospitals, external non-County clients, and public health laboratory instruments for the purpose of electronic test ordering, electronic test reporting, analytic instrument test orders, and communicable disease reporting. Years of configuring test workflows, test and results coding, and reporting and business logic were invested to reach the current robust capability level. The cost for planning, designing, customizing, and testing a new laboratory information system by a different vendor, including the additional costs for data conversion, migration, user training, and post-migration support, would not be in the best economic interest of the County.

In January 2017, the Association of Public Health Laboratories (APHL), subcontracted by Gartner, completed a report on their assessment of costs, capability gaps, benefits and risks to migrate DPH Laboratory's Sunquest LIS to a different LIS system, specifically the Cerner Millennium PathNet LIS used by DHS for ORCHID. APHL gathered data from multiple sources, including interviews with over 60 PHL staff, PHL customers, Cerner staff, and Cerner users within the public health field. The Gartner-APHL consulting team's summary report included the following conclusions:

- A lack of functionality in the Cerner system and costs associated with such a transition did not establish a sufficient business case for the PHL to migrate from

the Sunquest LIS to the Cerner Millennium PathNet LIS used by DHS for ORCHID.

- The estimated cost to migrate from PHL's Sunquest LIS to the Cerner Millennium PathNet LIS could range from \$7.2 million to \$12.8 million.
- Migration to a different LIS would strain resources and operations for internal DPH Laboratory staff and external customers. The study projected that the additional workload from a LIS migration would require the employment of temporary contractors to supplement the existing PHL staff. External customers of the DPH Laboratory were concerned about the disruptive impact that a migration would have to their operations and they would potentially take their laboratory testing needs to a different laboratory.
- DPH Laboratory Information Technology staff have acquired deep technical Sunquest LIS expertise, which saves time and lowers support costs. In addition, in emergency situations, such as a disease outbreak, the technical familiarity is advantageous in configuring the system to handle new tests.

Migrating to a different LIS would bring unnecessary risk to current operations, large cost, and significant resource demands. For the foregoing reasons, it is in the best economic interest of the County to establish a sole source contract for the Sunquest LIS.

Impact to DPH if Sole Source Contract is Not Approved

Failure to execute a sole source contract would result in the inability of DPH Laboratory to continue operations. The Sunquest LIS is a critical informatics software used to support sample management, client orders, test resulting, and data exchange. The DPH Laboratory has high-volume interfaced clients, and with over 500,000 tests resulted annually, manual operations are not possible. In addition, PHL would not be able to maintain regulatory compliance with federal, State, and local laboratory regulations for electronic data exchange and public health reporting purposes.

Alternative Plan

If DPH is not allowed to negotiate a new sole source contract with Sunquest for the LIS, the alternative plan would be to extend the current Sunquest contract to allow time for DPH to survey alternative LIS vendors, conduct a solicitation, and initiate a new implementation project.

Timeline

DPH intends to commence contract negotiations with Sunquest four (4) weeks from the date of this memorandum. The Board letter requesting approval to execute the sole source contract with Sunquest for services from the effective date of Board approval through January 31, 2025, with an option to extend for two (2) additional one-year terms through January 31, 2027, is projected to be presented to your Board in January 2020.

Each Supervisor
September 11, 2019
Page 4

If you have any questions or require additional information, please let me know.

BF:ld
#04651

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

SOLE SOURCE CHECKLIST

Department Name: Department of Public Health (DPH)

☒ New Sole Source Contract Sunquest Information Systems, Inc.

☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and prices competition are not available. <i>A monopoly is an "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 with 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 options periods.
	➤ Maintenance and 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.
	➤ The contractor was selected through a competitive solicitation process conducted by an outside entity (e.g., other municipalities, public agencies, State/federal government or non-profit organization).
√	<p>➤ 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.</p> <p>It is in the best interest of the County to continue services under a new sole source contract with Sunquest, as the Public Health Laboratory information system has been highly customized. The cost in terms of a new system-wide design, build, and testing of a new laboratory information system by a different vendor including the costs for user training, implementation, and post-evaluation studies would not be cost-effective. Additionally, an assessment conducted by Association of Public Health Laboratory and Gartner in 2017, supports the justification indicating significant cost to migrate the system, as well as a strain to resources and operations for internal DPH Laboratory staff and external customers.</p>

Chief Executive Office

Date

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	8/26/2020	
BOARD MEETING	9/15/2020	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	ALL SUPERVISORIAL DISTRICTS	
DEPARTMENT	PUBLIC HEALTH	
SUBJECT	APPROVAL TO EXECUTE A SOLE SOURCE CONTRACT WITH LEXISNEXIS VITALCHEK NETWORK, INC. FOR A RECORDS PAYMENT AND PROCESSING SYSTEM AND RELATED SERVICES	
PROGRAM	VITAL RECORDS	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: LexisNexis VitalChek Network, Inc. (VitalChek) is the only vendor that has the capability to store data, validate and authenticate the applicant's identity and that is able to provide encrypted sensitive data storage capacity to upload notarized certificate of identity with a robust identity authentication tool.	
DEADLINES/ TIME CONSTRAINTS	These services are currently under a Master Agreement with FIS which will expire 9/20/20. Therefore, Contract needs to be executed ASAP. Otherwise, once ISD renews the County's contract with FIS, we will continue paying FIS for the costs of birth and death certificates.	
COST & FUNDING	Total cost: N/A	Funding source: Services will be 100% funded by transaction fees charged by VitalChek to Vital Records customers.
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Request approval to execute a sole source contract with LexisNexis VitalChek Network, Inc. to provide a records payment and processing system and related services to facilitate and expedite customer requests for copies of birth certificates and death certificates for the current year and one year prior.	
BACKGROUND (include internal/external issues that may exist)	On July 1, 2017, DPH's Vital Records Division started utilizing Los Angeles County Internal Services Department's (ISD) master agreement with Fidelity Information Services (FIS), a private independent on-line financial services provider at a cost of approximately \$54,000 per year for the provision of death certificate services which is limited to mortuaries and funeral homes. FIS does not have the capability to store data or validate and authenticate applicant's identities, posing a great security risk. A submission of a sworn statement and notarized certificate of identity is required for each order and is a service that is not provided by FIS. This agreement which expired March 13, 2020 is being extended on a month to month basis for six months.	
DEPARTMENTAL AND OTHER CONTACTS	David Cardenas, DPH Chief Information Officer (323) 914-8163 Dcardenas@ph.lacounty.gov Lisa Finkelstein, Chief, DPH Vital Records (323) 914-7649 Lfinkelstein@ph.lacounty.gov Roland Carrillo, Head Registrar, DPH Vital Records (213)288-7073 Rcarrillo@ph.lacounty.gov Jagjit Dhaliwal, Deputy CIO (213) 253-5604 jdhaliwal@cio.lacounty.gov Michael Owens, Deputy County Counsel (213) 808-8778 MOwens@counsel.lacounty.gov Joshua Bobrowsky, Dir. of Government Affairs (213) 288-7871 Jbobrowsky@ph.lacounty.gov	



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Director

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Acting Chief Deputy Director

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BOARD OF SUPERVISORS

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

September 15, 2020

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

Dear Supervisors:

**APPROVAL TO EXECUTE A SOLE SOURCE CONTRACT WITH LEXISNEXIS
VITALCHEK NETWORK, INC.
FOR A RECORDS PAYMENT AND PROCESSING SYSTEM
AND RELATED SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

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

SUBJECT

Request approval to execute a sole source contract with LexisNexis VitalChek Network, Inc. to provide a records payment and processing system and related services to facilitate and expedite customer requests for copies of birth certificates and death certificates for the current year and one year prior.

IT IS RECOMMENDED THAT YOUR BOARD

1. Approve and instruct the Director of Department of Public Health (DPH), or designee, to execute a sole source contract, substantially similar to Attachment A, ("Contract") with LexisNexis VitalChek Network, Inc. (VitalChek) to provide a secure records payment and processing system and related services (collectively "Services") for the DPH Vital Records effective September 1, 2020 through August 31, 2024.
2. Delegate authority to the Director of DPH, or designee, to execute amendments to the contract that: extend the contract term for four one-year extensions through August 31, 2028 and six optional month-to-month extensions through February 28, 2029; change certain terms and conditions as mandated by Federal or State law or regulation; and/or provide an increase or decrease in transaction fees as determined by VitalChek and approved by DPH; subject to review and approval by County Counsel, and as applicable, the Chief Information Office, and notification to your Board and the Chief Executive Office.
3. Delegate authority to the Director of DPH, or designee, to execute Change Notices to the Contract for alterations and changes that do not materially affect any term or condition of the contract.
4. Delegate authority to the Director of DPH, or designee, to (a) to issue written notice(s) for partial or total termination of the contract for convenience without further notice to your Board, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the Recommendation 1 will allow DPH to execute a sole source contract with VitalChek for an initial four years to provide a secure records payment and processing system and related services which will provide the general public with online services to request vital records such as birth and death certificates.

VitalChek has been providing birth certificates, death certificates and marriage certificates to Registrar Recorder/County Clerk (RR/CC) since March 2009 and is able to provide DPH a streamlined authentication application process to secure both birth and death certificates. VitalChek is able to provide encrypted sensitive data storage capacity to upload notarized certificates of identity with a robust identity authentication tool. A contract with VitalChek will allow DPH Vital Records to offer online services to the general public, support expedited shipping, and improve the mail-in tracking system. VitalChek will also provide DPH customers with additional payment options such as

credit/debit card, electronic check, and personal check. Online ordering fees apply to customers.

The Services allow DPH Vital Records customers to purchase copies of recorded documents over the internet, via fax and phone using a credit/debit card and in person using a debit card, and also provides Vital Records customers with the option of requesting expedited mail services. Services will be 100% funded by transaction fees charged by VitalChek to DPH Vital Records customers.

Recommendation 2 will allow DPH to execute amendments the contract that extend the contract term for four one-year extensions through August 31, 2028 and six optional month-to-month extensions through February 28, 2029; change certain terms and conditions as mandated by Federal or State law or regulation; and/or provide an increase or decrease in transaction fees as determined by VitalChek and approved by DPH.

Recommendation 3 will allow DPH to execute Change Notices to the Contract for alterations and changes that do not materially affect any term or condition of the contract.

Recommendation 4 will allow DPH to issue written notice(s) for partial or total termination of the contract for convenience without further notice to your Board, subject to review and approval by County Counsel.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Goal III, Realize Tomorrow's Government Today; Strategy III.1 Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING:

There is no cost to the County. Under the Agreement, VitalChek supplies all equipment, supplies, material (except banknote paper for printing certificated copies of vital records), communication lines, internet connection, etc. needed to perform the Services. Customers choosing to use credit/debit card payment options are charged a transaction fee of \$9.00 for orders submitted over the internet, a fax, or phone and \$1.75 for orders submitted in-person. VitalChek may additionally charge expedited shipping fees to any customer requesting an expedited shipping option. VitalChek is solely responsible for collection of all transaction fees and expedited shipping fees, as well as all fees due to the County in respect of the recorded documents (collectively, "recorded document fees"). VitalChek assumes all risks of non-collection, chargebacks, and any other card adjustments. VitalChek forwards all recorded document fees to DPH Vital Records via Automated Clearing House transfer, on the next business day following the day on

which VitalChek is permitted charge the customer's credit/debit card in association with applicable credit/debit card rules (irrespective of whether VitalChek actually collects those recorded document fees) and retains the transaction fees and expedited shipping fees. The transaction fees and expedited shipping fees are the sole amounts payable to VitalChek for performance of the Services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 14, 2011, an existing agreement between County and VitalChek, administered by the RR/CC was amended to incorporate DPH Vital Records. The amendment allowed DPH to accept debit/credit card payments for fees related to death certificate (burial permit fee and certified copies of death certificates) and birth certificates which provided customers with the flexibility and convenience to online purchase and to request expedited mail services. DPH was a party to the agreement from June 11, 2011 through October 2017.

On July 1, 2017, DPH's Vital Records division started utilizing Los Angeles County Internal Services Department's (ISD) master agreement with Fidelity Information Services (FIS), a private independent on-line financial services provider at a cost of approximately \$54,000 per year for the provision of death certificate services which is limited to mortuaries and funeral homes. FIS does not have the capability to store data or validate and authenticate applicant's identities, posing a great security risk. A submission of a sworn statement and notarized certificate of identity is required for each order and is not provided by FIS. This agreement which expired March 13, 2020 is being extended on a month to month basis for six months.

The proposed Contract with VitalChek contains all required County contracting terms and conditions. The Card transaction fees and other service fees described above will be charged by VitalChek when DPH customers purchase copies of burial permits, birth and death certificates online.

On a semi-annual basis during the term of the recommended Agreement, VitalChek is required to provide detailed documentation supporting the current transaction fees for DPH's review. If at any time DPH Vital Records reasonably determines that the current transaction fees are not supported by the applicable detailed documentation, then VitalChek is required to reduce such transaction fees accordingly.

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

complies with Card acceptance rules and regulations of the Card companies and/or associations.

County Counsel has reviewed and approved Attachment A as to form. The Chief Information Officer (CIO) concurs with DPH's recommendation and has determined this recommendation does not constitute a technology-related acquisition of hardware, software, or professional services that would necessitate a formal CIO analysis. Attachment B is the sole source checklist signed by the CEO.

CONTRACTING PROCESS:

On June 17, 2020, DPH notified your Board that I intended to begin sole source contract negotiations with VitalChek for the provisions of a records payment and processing system.

Subsequently, DPH is recommending execution of a new sole source contract with VitalChek to provide a secure website records payment and processing system.

IMPACT ON CURRENT SERVICES

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

Respectfully submitted,

Reviewed by:

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

William Kehoe
Chief Information Officer

BF: jn
BL#05202

Enclosures

C: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LEXISNEXIS VITALCHEK NETWORK, INC.

FOR

RECORDS PAYMENT AND PROCESSING SYSTEM

**RECORDS PAYMENT AND PROCESSING SYSTEM
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- G County's Administration
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- I Form(s) Required at the Time of Contract Execution
- J Jury Service Ordinance
- K Safely Surrendered Baby Law
- L Default Property Tax Reduction Program

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LEXISNEXIS VITALCHEK NETWORK, INC.
FOR
RECORDS PAYMENTS AND PROCESSING SYSTEM**

This Contract ("Contract") made and entered into this ____ day of _____, 20_ by and between the County of Los Angeles, hereinafter referred to as County and LexisNexis VitalChek Network, Inc., hereinafter referred to as "Contractor", a wholly owned subsidiary of Reed Elsevier Group PLC. LexisNexis VitalChek Network, Inc. is located at 6 Cadillac Drive, Suite 400, Brentwood, Tennessee, 37027.

RECITALS

WHEREAS, the County may contract with private businesses for information technology systems and related services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing information technology systems and related services; and

WHEREAS, the County is authorized by the California Government Code, Section 31000 to contract for special services, including those described above; and

WHEREAS, on June 17, 2020, the Director of the Department of Public Health sent notification of intent to enter into negotiations for a Sole Source Contract for the provision of Records Payment and Processing System to the Board of Supervisors approved; and

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

1.0 APPLICABLE DOCUMENTS

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

- 1.1 Exhibit A - Scope of Work
- 1.2 Exhibit B - Functional Gap Requirements
- 1.3 Exhibit C - System Maintenance and Operational Support Services
- 1.4 Exhibit D - Information Security Requirements
- 1.5 Exhibit E - Pricing Schedule
- 1.6 Exhibit F - Contractor's EEO Certification
- 1.7 Exhibit G - County's Administration
- 1.8 Exhibit H - Contractor's Administration
- 1.9 Exhibit I - Form(s) Required at the Time of Contract Execution
- 1.10 Exhibit J – Jury Service Ordinance
- 1.11 Exhibit K – Safely Surrendered Baby Law
- 1.12 Exhibit L – Default Property Tax Reduction Program

2.0 DEFINITIONS

2.1 Standard Definitions:

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

2.1 “ACH” as used herein is the acronym for Automated Clearing House.

2.2 “Acceptance” as used herein shall mean County’s written approval of any Tasks, Deliverables, goods, Services or other Work provided by or on behalf of Contractor to County, as indicated by County’s Project Director’s execution of the applicable Certificate of Completion, except that the phrase “Acceptance of the System” additionally includes the items set forth Section 9.9 (System Tests and Acceptance by County).

2.3 “Acceptance Tests” or “Acceptance Testing” as used herein shall have the same meaning as set forth in Section 9.9.2 (Acceptance Tests).

2.4 “Adhoc Reports” as used herein shall mean on demand requests for various System reports, including reports described in the Specifications.

2.5 “Advanced Encryption Standard” or “AES” as used herein shall mean the new Federal cryptographic algorithm (mathematical formula) standard (as described in FIPS 197) for use by U.S. government organizations to protect sensitive, unclassified information.

2.6 “Amendment” as used herein shall mean a written change to this Contract entered into in accordance with Section 8.1 (Alteration of Terms/Amendments).

2.7 “American Express Data Security Operating Policy” as used herein shall mean American Express requirements which apply to all equipment, systems, and networks on which encryption keys, cardholder

data, or sensitive authentication data (or both) are stored, processed, or transmitted.

- 2.8 "Association" as used herein shall mean any entity formed to administer and promote the use of Cards, including Visa U.S.A. Inc. and MasterCard International, Incorporated.
- 2.9 "Association Rules" as used herein shall mean the bylaws, rules and regulations of each Association, as they exist from time to time.
- 2.10 "Authorization" as used herein shall mean, with respect to each Transaction, the approval by or on behalf of the Card Issuer of a Cardholder's use of a Card to pay for all fees applicable to such Transaction, including the Transaction Fee, all DPH Fees and all shipping charges permitted under Section 5.8.
- 2.11 "Authorization Server" as used herein the Authorization server meeting the Specifications described in Component III to the SOW.
- 2.12 "Board" or "BOS" as used herein shall mean County's Board of Supervisors.
- 2.13 "Budget" as used herein shall mean the County's fiscal year spending authority as approved by the Board.
- 2.14 "Business Day" or "Business Days", whether or not capitalized, as used herein shall mean 7:00 a.m. to 6:00 p.m. PT, Monday through Friday, excluding County holidays.
- 2.15 "CISO" as used herein is the acronym of County's Chief Information Security Officer.
- 2.16 "CISP" as used herein is the acronym for the Visa U.S.A. Cardholder Information Security Program.
- 2.17 "Card" as used herein shall mean the plastic card or other evidence of credit or debit account, as applicable, and corresponding account number, issued by a Card Issuer to a Cardholder, and accepted by Contractor under this Contract for

payment of DPH Fees. For purposes of this Contract, credit accounts are at a minimum limited to Visa, MasterCard, and Discover and if applicable include American Express.

- 2.18 "Cardholder" as used herein shall mean the person or entity issued a Card and a corresponding account number by a Card Issuer and which person or entity is entitled to use the Card. For purposes of this Contract, Cardholders are limited to those Cardholders from time to time using the System (or, in the case of In-Person Transactions and Card Not Present Transactions, those Cardholders for which the Department from time to time uses the System) to pay DPH Fees.
- 2.19 "Card Issuer" as used herein shall mean any financial institution which is a member bank of the Association or its agents, Discover and if applicable American Express. For purposes of this Contract, Card Issuers are limited to those issuing Cards.
- 2.20 "Certificate of Completion" as used herein shall mean each certificate which, when executed by County's Project Director, indicates County's Acceptance of the Work identified in such certificate.
- 2.21 "Component" as used herein shall mean Component I, II, or III, together with all appendices, attachments and schedules thereto, attached to the Statement of Work, which describes all of the Work to be provided by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Component. "Components" refers to more than one Component.
- 2.22 "Confidential Information" as used herein shall have the same meaning as set forth in Section 7.6 (Confidentiality and Security).
- 2.23 "Contract": This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work

- 2.24 "Contractor": The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.25 "Contractor Product" as used herein shall have the same meaning as set forth in Section 9.14.5.
- 2.26 "Contractor's Project Director" as used herein shall have the same meaning as set forth in Section 7.2 (Contractor's Project Director).
- 2.27 "Contractor's Project Manager" as used herein shall have the same meaning as set forth in Section 7.2 (Contractor's Project Management).
- 2.29 "County" as used herein shall have the same meaning as set forth in the Recitals.
- 2.30 "County Data": All of the County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract.
- 2.31 "County Indemnitees" as used herein shall have the same meaning as set forth in Section 9.15 (Intellectual Property Indemnification).
- 2.32 Intentionally Omitted
- 2.33 "County's Contract Project Monitor" as used herein shall have the same meaning as set forth in Section 6.4 (County's Contract Project Monitor).
- 2.34 "County's Project Director" as used herein shall have the same meaning as set forth in Section 6.2 (County's Project Director).
- 2.35 "County's Project Manager" as used herein shall have the same meaning as set forth in Section 6.3 (County's Project Manager).
- 2.36 "Custom Programming Modification Request" as used herein shall have the same meaning as set forth in Section 9.11 (Maintenance and Support Services).

- 2.37 "Custom Programming Modifications" as used herein shall have the same meaning as set forth in Section 9.11 (Maintenance and Support Services).
- 2.38 "Data" as used herein shall mean all of the County Confidential Information, data, records, and information of the County to which Contractor has access, or otherwise provided to Contractor under this Contract.
- 2.39 "Data Security Guidelines" as used herein shall mean (a) all applicable security standards and guidelines that may be published from time to time by the Association, any Card Issuer, any Card processor or any PIN-Based Debit Network, including the CISP and PCI Data Security Standard and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) standards from time to time published by the CISO and provided by County's Project Management to Contractor.
- 2.40 "Day" or "Days" whether capitalized or not, shall mean calendar day(s), not business days, unless otherwise specified.
- 2.41 "Debarment" as used herein shall mean the process that precludes an existing contractor and/or proposer from: submitting a response to a County solicitation, being awarded a contract, and/or performing work on a County contract for a period of up to three (3) years.
- 2.42 "Deficiency(ies)" as used herein shall mean, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the applicable Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in System or any part thereof, not performing in accordance with the applicable Specifications or other provisions of this Contract, including the SOW, as determined by County's Project Director.

- 2.43 “Deliverable” as used herein shall mean, with respect to each Component, the completed Tasks and/or other Work under this Contract for the type of Transaction described in such Component, including those numbered Deliverables identified in each such Component.
- 2.44 “Department” or “DPH” as used herein shall have the same meaning as set forth in the Recitals.
- 2.45 “Discover Network Information and Security Compliance” or “DISC” as used herein shall mean the implementation and maintenance of efficient data security requirements and procedures for its constituents and promote the adoption of secure transaction processing of cardholder data on the Discover network.
- 2.46 “Dispute Resolution Procedures” as used herein shall have the same meaning as set forth in Section 8.31 (Dispute Resolution Procedure).
- 2.47 “Documentation” as used herein shall mean, with respect to each Component, any and all written materials, including user manuals, operating manuals, quick reference guides, training materials, and all other user instructions regarding the capabilities, operations, installation for and support of the System for such Component, including this Contract.
- 2.48 “DPH Fees” as used herein shall mean (a) fees for obtaining one or more certified copies of one or more Vital Records or Real Property Records and (b) Other DPH Fees. A list of the DPH Fees is set forth on Exhibit E (Pricing Schedule), as updated from time to time under Section 8.1 (Alteration of Terms/Amendments).
- 2.49 “Effective Date” as used herein shall mean the date identified in the Preamble to this Contract, which is the date as of which this Contract has been executed by an authorized representative of the Contractor and has been approved by the Board.
- 2.50 “EMV” as used herein shall mean Europay, MasterCard, and Visa. the three companies that

originally created the technical standard for smart payment cards, payment terminals, and automated teller machines that accept them. The standard is now managed by EMVCo (consortium made up of Visa, Mastercard, JCB, American Express, China UnionPay, and Discover).

- 2.51 "End User" as used herein shall mean technical and operational staff of the Department.
- 2.52 "Extension" as used herein shall have the meaning set forth in Section 4.0.
- 2.53 "Extension Option" as used herein shall have the meaning as set forth in Section 4.0.
- 2.54 "Federal" as used herein shall mean the United States federal government.
- 2.55 "Federal Funds Rate" as used herein shall mean the rate at which private depository institutions lend balances at the Federal Reserve to other depository institutions. The applicable Federal Funds Rate will be obtained from County's Treasurer and Tax Collector.
- 2.56 "Federal Information Processing Standards" or "FIPS" as used herein shall mean publicly issued standards and guidelines published by the National Institute of Standards and Technology (NIST) and the Federal Government for use in computer systems by non-military agencies and government contractors. NIST develops FIPS when there are compelling Federal government requirements (such as security and interoperability) and there are no acceptable industry standards or solutions.
- 2.567 "Fiscal Year": The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.58 "GAIN" as used herein shall mean the acronym for Greater Avenues for Independence which assists local businesses meet their staffing needs. GAIN provides employment-related services to CalWORKS recipients to help find employment, stay employed, and move on to higher paying jobs.

- 2.59 "Information Security Incident" as used herein shall mean any breach or other incident which could reasonably compromise the confidentiality, integrity, or availability of any data or other information relating to Cardholders.
- 2.60 "Initial Term" as used herein shall have the same meaning as set forth in Section 4.0.
- 2.61 "In-Person Transaction" as used herein shall mean, with respect to the Department's use of the System on behalf of a Cardholder to pay one or more DPH Fees by Card where the Card is physically presented to the Department, a collective reference to all steps necessary to obtain Authorization of such payment from the applicable Card Issuer. The Work to be provided by or on behalf of Contractor specific to this type of Transaction is described in Component II to the SOW.
- 2.62 "Interface(s)" as used herein shall mean, with respect to each Component, any software supplied by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Component, which allows the transfer of electronic data and/or software commands between computer systems, applications, or modules, together with all Source Code, object code and Documentation. Interfaces include, with respect to each Component, the interfaces described in such Component. References to the Interfaces may include one or more Interfaces in the System or all Interfaces in the System.
- 2.63 "License" as used herein shall have the same meaning as set forth in Section 9.3.2 (License).
- 2.64 "Maintenance and Support Services" as used herein shall have the same meaning as set forth in Section 9.11.1 (Maintenance and Support Services).
- 2.65 "MasterCard Site Data Protection Program" as used herein shall mean the data security and compliance validation requirements necessary to protect stored and transmitted MasterCard payment account data.

- 2.66 "National Institute of Standards and Technology" or "NIST" as used herein shall mean a non-regulatory federal agency within the US Department of Commerce that works with industry to develop and apply technology, measurements, and standards and promotes US innovation and industrial competitiveness.
- 2.67 "Non-Responsibility" as used herein shall mean a finding by the County that a proposer is incapable of performing as a responsible County Contractor, based on past performance history or other relevant documentation.
- 2.68 "Online Transaction" as used herein shall mean, with respect to a Cardholder's use of the System over the Internet to pay one or more DPH Fees by Card, a collective reference to all steps necessary to obtain Authorization of such payment from the applicable Card Issuer. The Work to be provided by or on behalf of Contractor specific to this type of Transaction is described in Component I to the SOW.
- 2.69 "Operations Services" as used herein shall have the same meaning as set forth in Section 9.11.2 (Operations Services).
- 2.70 "Card Not Present Transaction" as used herein shall mean, with respect to the Department's use of the System on behalf of a Cardholder to pay one or more DPH Fees by Card where the Card is not physically presented to the Department, a collective reference to all steps necessary to obtain Authorization of such payment from the applicable Card Issuer. Other Card Not Present Transactions do not include Online Transactions. The Work to be provided by or on behalf of Contractor specific to this type of Transaction is described in Component III to the SOW.
- 2.71 "Other Professional Services" as used herein shall have the same meaning as set forth in Section 9.10 (Maintenance and Support Services).
- 2.72 "Other DPH Fees" as used herein shall mean the filing fees, search fees, certification fees, and other fees for filings, searches, certifications, and other

services performed by the Department, but excluding fees for obtaining certified copies of Vital Records and Real Property Records. A list of the Other DPH Fees is set forth on Exhibit E (Pricing Schedule), as updated from time to time under Section 8.1 (Alteration of Terms/Amendments).

- 2.73 "PCI" as used herein is the acronym for Payment Card Industry.
- 2.74 "Payment Card Industry Data Security Standards" or "PCI-DSS" as used herein shall mean the operational and technical requirements for organizations accepting or processing payment transactions, and for software developers and manufacturers of applications and devices used in those transactions.
- 2.75 "Party" or "Parties" as used herein shall have the same meaning as set forth in the Recitals.
- 2.76 "Personally Identifiable Information (PII)" as any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.).
- 2.77 "PIN-Based Debit Network" as used herein shall mean a national or regional on-line debit card network. Each network operates under its own set of operating rules and regulations.
- 2.78 "Production Use" as used herein shall mean, with respect to each Component, the use of System in the production environment to perform County's business operations. For the avoidance of doubt, County's production environment includes use of applicable portions of the System by Cardholders in accordance with this Contract.

- 2.80 “Professional Services” as used herein shall mean Services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon County’s request.
- 2.81 “Proposal” as used herein shall mean an offer to provide services and/or solutions to an identified problem at a particular price under given terms and conditions.
- 2.85 “Responsible” as used herein shall mean a proposer that has conducted themselves in an acceptable manner as determined by the Board of Supervisors (see County Code 2.202.030), and has the financial and managerial ability to perform the required work.
- 2.87 “SDP” as used herein shall mean the data security and compliance validation requirements necessary to protect stored and transmitted MasterCard payment account data.
- 2.88 “Secure File Transfer Protocol” or “SFTP”, also known as SSH File Transfer Protocol (SSH2), as used herein shall mean a cryptographic computing network protocol for accessing and managing files on remote file systems. SFTP allows encrypted file transfers (both commands and data) between hosts.
- 2.89 “Secure Sockets Layer” or “SSL” as used herein shall mean a protocol used in network communications that provides application independent secure communications over the Internet. The SSL protocol is commonly employed on the Web with the Hypertext Transfer Protocol (HTTP) for e-commerce transactions and uses cryptography to provide message privacy, message integrity, and client-server authentication.
- 2.90 “Services” as used herein shall mean, with respect to each Component, any development, installation, configuration, implementation, Operations Services, Maintenance and Support Services, and other services performed by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Component.

- 2.91 "Source Code" as used herein shall mean computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation.
- 2.92 "Specifications" as used herein shall mean, with respect to each Component, all functional, operational, technical and/or business specifications, requirements, features, standards and Deliverables for the System, all as set forth in the Documentation and/or this Contract for such Component, including the County's RFP, the Contractor's Proposal, the SOW and/or any Custom Programming Modification Request.
- 2.93 "State" as used herein shall mean the State of California.
- 2.94 "Statement of Work" or "SOW" as used herein shall mean Exhibit A attached to this Contract, together with all Components, appendices, attachments and schedules thereto, as amended from time to time by any Amendment.
- 2.95 "Subcontractor" or "Subcontractors" as used herein shall mean any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations hereunder in accordance with Section 8.40 (Subcontracting).
- 2.96 "System" as used herein shall mean, with respect to each Component, the System Software, System Hardware and Services for such Component. References to the System may include one or more components or modules thereof or the System as a whole.
- 2.97 "System Hardware" as used herein shall mean, with respect to each Component, all hardware supplied by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Component, including, as applicable, the Workstations, the Terminals, the Authorization Server, and the other hardware described in such Component. References to the System Hardware may include one or more components or modules thereof or all System Hardware in the System.

- 2.98 “System Software” as used herein shall mean, with respect to each Component, all computer programs conceived, created, developed or otherwise supplied by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Component, together with all Source Code, object code and Documentation. System Software includes, with respect to each Component, the programs described in such Component, and the Interfaces, the Updates, and the Custom Programming Modifications for such Component. References to the System Software may include one or more components or modules thereof or all System Software in the System.
- 2.99 “Task” as used herein shall mean, with respect to each Component, one or more major areas of Work to be performed under this Contract for the type of Transaction described in such Component, including those areas identified as a numbered Task or Subtask in each such Component, and all subtasks thereunder.
- 2.100 “Term” as used herein shall have the same meaning as set forth in Section 4.0 (Term of Contract).
- 2.101 “Terminal” as used herein shall mean the equipment including separate keypad used to read Cards, transmit all information necessary to fully process Card Present Transactions and print Transaction receipts, and meeting the other Specifications described in Component II to the SOW.
- 2.102 “Third Party Software” as used herein shall have the mean as set forth in Section 9.13 (Third Party Software).
- 2.103 “Training Needs Assessment” as used herein shall mean the Contractor identifies training requirements to support the Department’s End User roles and responsibilities.
- 2.104 "Transaction" as used herein shall mean an Online Transaction, a Card Present Transaction, or an Other Card Not Present Transaction, as the case may be. "Transactions" refers to more than one Online

Transaction, Card Not Present Transaction, and/or Other Card Not Present Transaction.

- 2.105 "Transaction Fee" as used herein shall have the same meaning as set forth in Section 5.5.
- 2.106 "Triple Data Encryption Standard" or "Triple-DES" as used herein shall mean a legacy protocol that has been replaced by AES, Triple-DES is an implementation of the Data Encryption Standard (DES) algorithm that uses three passes instead of one as used in ordinary DES applications. Triple DES provides a much stronger encryption than ordinary DES but is less secure than AES.
- 2.107 "Updates" as used herein shall have the same meaning as set forth in Section 9.11.1 (Maintenance and Support Services).
- 2.108 "User" as used herein shall mean any person or entity authorized by the Department to access or use any portion of the System Software.
- 2.109 "Vendor" as used herein shall mean an organization or company submitting a proposal in response to the County's solicitation for goods and/or services.
- 2.110 "Vital Records" as used herein shall mean records of birth and death recorded and maintained by the Department. A list of categories of Vital Records is set forth on Exhibit E (Pricing Schedule), as updated from time to time under Section 8.1 (Alteration of Terms/Amendments).
- 2.111 "Work" as used herein shall mean, with respect to each Component, any and all Tasks, Deliverables, goods, Services and other work performed by or on behalf of Contractor (including by Subcontractors, if any) pursuant to this Contract for the type of Transaction described in such Component. Without limiting the foregoing, Work includes, with respect to each Component, provision of the System, including all System Software, System Hardware, and Services, and all equipment, labor, and other supplies required to perform the Services. Additionally, without limiting the foregoing, Work includes, with respect to each Component, provision of all packing

materials for expedited shipping, but does not include paper, which shall be provided by the Department.

- 2.112 "Work Product" as used herein shall mean all Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced by Contractor under this Contract. However, Work Product does not include (a) any intellectual property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, which may constitute or be contained in Work Product that was developed by Contractor prior to performance or independent of this Contract ("Background Intellectual Property") or (b) the System Software or any modifications thereto made by Contractor.
- 2.113 "Workstation" as used herein shall mean, with respect to each Component, a personal computer (including monitor, central processing unit, operating software, application software, keyboard and printer) meeting at least the Specifications in such Component.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be

deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The initial term of this Contract shall commence upon the effective date and shall expire four (4) years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to four (4) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of eight (8) years and six (6) months. Each option to exercise the County's right to extend the contract may be exercised at the sole discretion of the Director as authorized by the Board of Supervisors.

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

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

5.0 CONTRACTOR FEES AND PAYMENTS

- 5.1 For each Transaction processed by or on behalf of Contractor under this Contract, the Contractor shall charge the Cardholder the applicable flat-rate fee set forth in Exhibit E (Pricing Schedule) (each a "Transaction Fee"). Other than DPH Fees and shipping charges permitted under Section 5.8, the applicable Transaction Fee is the maximum amount chargeable by Contractor to each Cardholder for processing such Cardholder's Transaction. Other than shipping charges permitted under Section 5.8, each Transaction Fee includes (a) all Contractor costs associated with providing all Work under this Contract for the applicable type of Transaction, including the System Software, System Hardware and Services for such type of Transaction, and all other equipment, labor, and other supplies (including packing materials for expedited shipping, but excluding paper), required to perform the Services for such type of Transaction, and (b) all sales and other taxes applicable to such type of Transaction. No other amount shall be due and payable by the

County (or any Cardholder) to the Contractor for providing Work under this Contract.

- 5.2 Contractor is responsible for obtaining Authorization for all Transactions and for collecting all fees connected with the Services, including Transaction Fees, DPH Fees, and shipping charges permitted under Section 5.8. Contractor shall abide by all applicable Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and PIN-Based Network rules and regulations when obtaining Authorizations and collecting all fees. Contractor assumes all risk of monetary loss for any failure to obtain any of the aforementioned Authorizations, any failure to collect any of the aforementioned fees, any chargebacks and/or any other Card adjustments. County shall not be responsible or suffer any monetary loss for any failure to obtain any of the aforementioned Authorizations, any failure to collect any of the aforementioned fees, any chargebacks and/or any other Card adjustments.
- 5.3 Contractor shall remit by ACH transfer in immediately available funds to such bank account(s) as designated by County, all DPH Fees for each Transaction by 4:00 p.m. PT on the next Business Day (excluding weekends and County holidays, for which reimbursement of DPH Fees shall be made by 4:00 p.m. PT the following Business Day) following the Day on which the Contractor is permitted to charge the Card for such Transaction in accordance with the applicable Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and PIN-Based Network rules and regulations, regardless if funds have been collected/secured by or on behalf of the Contractor. On each such Business Day, Contractor shall issue a separate ACH transfer for each service area as identified by County, such separate ACH transfer to include all DPH Fees required for such service area under this Section 5.3.
- 5.4 In the event Contractor fails to remit any DPH Fees due on any Business Day in accordance with the terms set forth herein, Contractor shall be charged and liable to the County for interest on such DPH Fees at the Federal Funds Rate per Day prorated based upon a 360 Day year for each Day (or portion thereof) delay in County receiving said remittance. The interest charges provided herein may be waived whenever DPH finds, in its sole discretion, that late remittances were excusable by under Section 18.20 (Force Majeure). Such interest shall be due and payable upon Contractor's receipt of written notice of the delayed remittance.
- 5.5 The Transaction Fees are not subject to increase during the Initial Term, except as expressly described in Section 5.6. Ninety (90) days

prior to each anniversary of the Effective Date (commencing with the fourth anniversary), the Contractor may submit a written request to DPH for an increase in each Transaction Fee based upon a commensurate (and demonstrable) increase in applicable Card discount rates or other expenses of the Contractor which are permitted to be factored into such Transaction Fee under the terms of this Contract, as identified in Exhibit E (Pricing Schedule) of the Contract. Each written request must include detailed supporting documentation for the increase included in such request. Provided that DPH is reasonably satisfied with the supporting documentation for the increase, DPH shall authorize such increase, subject in all respects to execution of an Amendment in accordance with Section 8.1 (Alteration of Terms/Amendments). If authorized, each increase shall remain effective for the subsequent annual period of the Term commencing on the applicable anniversary of the Effective Date. For each Transaction Fee, the cumulative increase granted under this Section 5.2 shall not exceed \$2.00.

- 5.6 Notwithstanding the foregoing, on a semi-annual basis during the Term, the Contractor shall submit detailed documentation to DPH supporting the then-current Transaction Fees, including a list of all of the applicable Card discount rates and other expenses of the Contractor which are permitted to be factored into the Transaction Fees under the terms of this Contract, as identified in Exhibit E (Pricing Schedule) of the Contract, as well as a comparison of Contractor's budgeted loss during the period for improper/illegal use of Cards to Contractor's actual loss. If at any time DPH reasonably determines that a then-current Transaction Fee is not supported by the applicable detailed documentation, the Contractor shall accordingly reduce such Transaction Fee. If a Transaction Fee is reduced under this Section 5.6 during the Initial Term, the Contractor may obtain an increase in such Transaction Fee up to the Transaction Fee in effect as of the Effective Date if, with respect to any semi-annual period during the Initial Term, the Contractor can demonstrate, to the reasonable satisfaction of DPH, a commensurate increase in the applicable Card discount rates and/or other expenses of the Contractor which are permitted to be factored into such Transaction Fee under the terms of this Contract, as identified in Exhibit E (Pricing Schedule) of this Contract, or in the actual loss for improper/illegal use of Cards.
- 5.7 The amounts set forth in Exhibit E (Pricing Schedule) of this Contract includes all amounts necessary for all applicable California and other state and local taxes for the System and other Work performed by Contractor. County shall not be liable or responsible for reimbursement of any such taxes. Contractor will be solely liable and

responsible for, and shall pay such tax directly to the State or other taxing authority.

- 5.8 For each Transaction, the Contractor may charge shipping charges to each Cardholder electing an expedited shipping option. Contractor shall not charge each such Cardholder shipping charges greater than the then current prices offered by the applicable shipping carrier to the general public for the expedited shipping option. County shall not be liable or responsible for reimbursement of any shipping charges. Contractor shall be solely liable and responsible for all such shipping charges, and shall pay such shipping charges directly to the carrier applicable. In the event that shipping charges are increased by Contractor's carrier, Contractor shall notify the Department in writing within three (3) Days of notification and modify the rates charged to Cardholders.
- 5.9 Notwithstanding anything to the contrary in this Contract, Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Work provided by Contractor after expiration or termination of this Contract. Further, Contractor shall not be entitled to charge or collect from Cardholders, Transaction Fees or for any other payment of any money or reimbursement, of any kind whatsoever, for any Work provided by Contractor after expiration or termination of this Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit G - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

- 6.2.1 The role of the County's Project Director may include:
- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
 - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and

procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Contract Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit H (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit H (Contractor's Administration). The Contractor shall notify

the County in writing of any change in the name or address of the Contractor's Project Manager.

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality and Security

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit I1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Alteration of Terms/Amendments

- 8.1.1 The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.
- 8.1.2 The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law or regulation. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.
- 8.1.3 Notwithstanding Paragraph 8.1.1, in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds, and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board

of Supervisors, and shall be incorporated into and become part of this Contract.

- 8.1.4 Notwithstanding Paragraph 8.1.1, in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an

assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

- 8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within 3 business days after the Contract effective date, Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within three (3) business days for County approval.

8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.2.5 Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within three (3) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, Contractor shall institute a system of follow-through which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit F - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury

Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
2. For purposes of this paragraph, “contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes

aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one

or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

- 8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

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

8.19 Fair Labor Standards

- 8.19.1 The Contractor shall comply with all applicable provisions of

the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events"). Notwithstanding the foregoing, the current COVID-19 pandemic, at its current condition and known state of its effect against commerce, is a known event to both parties and does not excuse Contractor's performance of its obligations hereunder.
- 8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other

sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

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

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

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

- 8.23.1 The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein,

reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles – Department of Public
Health Contract Monitoring Unit
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Chief, Contract Monitoring Unit

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

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

- 8.25.1 At a minimum, all County service contracts should include the Commercial General Liability, Automobile Liability and Workers Compensation and Employer's Liability insurance

requirements with limits of not less than those noted below. If you are uncertain or have questions about the appropriate types and limits of insurance coverage for your specific contract, please refer to the Insurance Manual or contact the CEO Risk Management Branch – Risk Transfer Unit/Insurance Compliance at insurancecompliance@ceo.lacounty.gov.

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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

8.25.4 Unique Insurance Coverage

8.25.4.2 Professional Liability-Errors and Omissions

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

8.25.4.4 Crime Coverage

Crime Coverage is only required when the contracted services involve pick up, carry, guard or otherwise handle County money and securities (ex. cash, checks, warrants, bonds, vouchers), or other highly valued County property (ex. property to be auctioned).

A Fidelity Bond or Crime Insurance policy with limits of not less than \$X million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to contractor, and apply to all of contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.4.5 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software

copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

8.25.4.6 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$10 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.4.7 Miscellaneous Coverage

Miscellaneous Coverage for one or more of these specialized types of insurance coverage(s) may also be required for contracted services involving unique services and/or risk exposures such as property renovations, vehicle maintenance and repair, aircraft, pollutants, watercraft, rail operations, etc. Contact the CEO, Risk Management Branch – Risk Transfer Unit/Insurance Compliance at insurancecompliance@ceo.lacounty.gov for assistance.

Garage, Builder's Risk, Installation Floater, Owners and contractors Protective Liability, Pollution (Environmental) Liability, Asbestos Liability, Railroad Protective Liability, Earthquake, Flood, Terrorism, Motor Truck Cargo Liability, Equipment Breakdown, Aircraft Liability, Marine Protection and Indemnity, Fine Art, Fiduciary.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$500) per day per infraction, or as specified in the Section 6.3 C (Performance Requirements Summary (PRS)) Chart of Exhibit C (System Maintenance and Operational Support Services) hereunder, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c)

Upon giving three (3) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

8.27.1 If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit F (Contractor's EEO Certification).

8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental

disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the

County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

- 8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

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

8.31 Dispute Resolution Procedure

- 8.31.1 It is the intent of the Parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each Party's organization that is most knowledgeable about the disputed issue. The Parties understand and agree that the procedures outline in this Section 8.31.1 (Dispute Resolution Procedure) are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this Section 8.31.1 (Dispute Resolution Procedure), a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in Contract or in tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.

Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Section 8.31 (Dispute Resolution procedure) (such provisions shall be collectively referred to as the "**Dispute Resolution Procedure**"). Time is of the essence in the resolution of disputes.

Contractor and County agree that, the existence and details of a dispute notwithstanding, both Parties shall continue without delay to their performance hereunder, except for any performance which County determines should be delayed as a result of such dispute.

Subject to the provisions of Section 5.0 (Contractor Fees and Payments), if Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of the Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

If County fails to continue without delay to perform its responsibilities under this Contract which County determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

In the event of any dispute between the Parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the Parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's

president or equivalent and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.

In the event that at these levels, there is not a resolution of the dispute acceptable to both Parties, then each Party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.

All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The Parties shall act in good faith to resolve all disputes. At all three levels described in this Section 8.31 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conferences between the Parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange in correspondence.

Notwithstanding any other provision of this Contract, County's right to terminate this Contract or to seek injunctive relief to enforce the provision of Section 7.6 (Confidentiality) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.

Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

- 8.33.1 Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit K, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

- 8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits G - County's Administration and H - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

- 8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Audits) of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so

marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

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

8.37.1.1 Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations

as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

- 8.38.2 Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at

<http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

- 8.38.3 Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

- 8.38.4 Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the DPH Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

- 8.38.5 Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies,

or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

8.38.6 Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12 month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

8.38.7 Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully

cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

8.38.8 Audit Settlements:

If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to

County. For the purpose of this paragraph an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

In the event that Contractor’s actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

8.38.9 Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.2 For purposes of this Contract, subcontracts must be approved in advance in writing by Director or authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:
- 8.40.2.1 Identification of the proposed Subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition involved.
 - 8.40.2.2 A detailed description of the services to be provided by the subcontract.
 - 8.40.2.3 The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
 - 8.40.2.4 A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)
 - 8.40.2.5 Any other information and/or certification(s) requested by Director.
- 8.40.3 Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.
- 8.40.4 Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.
- 8.40.5 In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents.

- 8.40.6 In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.
- 8.40.7 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.8 Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, and ALTERATION OF TERMS/AMENDMENTS Paragraphs and all of the provisions of this Contract.
- Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.
- 8.40.9 Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.
- 8.40.10 Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.
- 8.40.11 Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

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

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

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

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

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly,

but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph 8.38, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

8.43 Termination for Default

8.43.1 County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

8.43.1.1 If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

8.43.1.2 If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may

deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42, TERMINATION FOR CONVENIENCE.

- 8.43.2 The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Gratuities and/or Improper Consideration

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

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

8.45 Termination for Insolvency

8.45.1 County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;

8.45.1.2 The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

8.45.1.3 The appointment of a Receiver or Trustee for Contractor;

8.45.1.4 The execution by Contractor of an assignment for the benefit of creditors.

8.45.2 In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's

performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

- 8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

- 8.50.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

- 8.52.1 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

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

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If Contractor, Subcontractor or member of Contractor's or Subcontractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor, Subcontractor, or member of staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's or Subcontractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County's Policy of Equity

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Inadvertent Access

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

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

9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.3 OWNERSHIP AND LICENSE

9.3.1 Ownership

9.3.1.1 The System Software provided to County pursuant to this Contract, other than Third Party Software, shall remain the property of Contractor, and all such software is subject to the License granted to County pursuant to Sub-section 9.3.2

(License). Third Party Software shall remain the property of, and is subject to the licenses granted by its third party owner.

9.3.1.2 Ownership of Background Intellectual Property and System Software. Contractor retains all right, title and interest in and to any such Background Intellectual Property and System Software (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for County to fully exploit such Work Product or the System, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, nonexclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to County in connection with this Contract, and provided further that the Background Intellectual Property is not separately commercially exploited by County. Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL." Notwithstanding any other provision of this Contract, County shall not be obligated or liable in any way under this Contract for: (a) any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and (b) any Contractor proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

9.3.1.3 Ownership of County Data. All County Data provided or made accessible by County to Contractor is and shall remain the property of County. Upon termination or expiration of the Contract for any reason, or upon County's written request at any time, the Contractor shall provide County, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the County's request, any County Data (including any County Data or information stored as part of the System) or other proprietary Data belonging to the County stored within the System. Such Data will be provided to the County on an external media drive in

a platform-agnostic format or in any specific format reasonably requested by County. At the County's option, the Contractor shall destroy all originals and copies of all such Data, and other related information or documents.

9.3.2 License

Contractor grants to County an irrevocable license (the "License"):

- (a) To use, run, store and display the System Software (collectively, "Use") on an unlimited number of computers, local area networks and wide area networks;
- (b) To use and copy the Documentation as necessary or appropriate for County to fully enjoy and exercise the License;
- (c) To make and use a reasonable number of copies of the System Software for archive and back-up purposes; and
- (d) To use the System Hardware as is necessary or appropriate for County to fully enjoy the Services and to fully enjoy and exercise the License.

The License commences upon the Effective Date and continues for the Term.

9.3.3 License Restrictions

The following restrictions are made to the License granted under Section 9.3.2:

- (a) No license, right or interest in any trademark, trade name or service mark of Contractor or any third party from whom Contractor has acquired License rights is granted under this Contract.
- (b) The System Software and/or Documentation developed pursuant to any License and rights granted hereunder may not be sold, licensed, or sublicensed, assigned or otherwise transferred, in whole or in part, by County.
- (c) County will not reverse engineer, disassemble, decompile or decode the System Software.

9.3.4 Ownership of Materials, Software and Copyright

- 9.3.4.1 Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.
- 9.3.4.2 Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.
- 9.3.4.3 With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.
- 9.3.4.4 During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.4.5 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4.6 If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its

department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

9.4 Patent, Copyright and Trade Secret Indemnification

9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Intentionally Omitted

9.6 Data Destruction

Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.7 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any

expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.8 Production Use of the System

With respect to each Component, following System installation by Contractor and prior to Acceptance of the System by County, County shall have the right to use System for such Component in Production Use where County determines it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Contract and shall not be deemed to be County's Acceptance of the System for such Component.

9.9 System Tests and Acceptance by County

9.9.1 General

With respect to each Component, Contractor shall achieve Acceptance of the System for such Component when (a) Contractor has fully completed and delivered to County all applicable Deliverable(s), including Deliverables associated with the Acceptance Tests, (b) County has Accepted all such Deliverables, (c) the System has operated thereafter in Production Use in accordance with the Specifications and otherwise with this Contract for ten (10) consecutive Days with no Deficiencies, as determined in the sole judgment of County's Project Director (d) Contractor has fully completed and delivered to County all other requirements of Deliverables of such Component, and (e) County's Project Director has accepted Deliverables of such Component.

9.9.2 Acceptance Test

With respect to each Component, County may conduct any and all tests, at County's sole discretion, to establish System functionality and reliability and verify that the System operates in accordance with the Specifications and otherwise with this Contract, with the assistance of Contractor. Such tests will be set out in connection with Deliverables of each Component. Such tests (with respect to each Component, collectively "Acceptance Tests") will include, but is not limited to, the following:

- 9.9.2.1 With respect to each Component, Initial System component test to determine whether each System component for such Component has been properly installed and is working in accordance with all applicable Specifications and otherwise with this Contract;
- 9.9.2.2 With respect to each Component, Integrated System component test to determine whether each System component for such Component interfaces and integrates with other System components for such Component already installed and whether each such System component can be used in the approved operating configuration and operates in accordance with all applicable Specifications and otherwise with this Contract; and
- 9.9.2.3 With respect to each Component, Final System Test to ensure that all System components for such Component and of all previous updates and modifications interface and integrate with System and each other in the approved operating configuration and operate in accordance with all applicable Specifications and otherwise with this Contract.

9.9.3 Failed Acceptance Testing

With respect to each Component, if County's Project Director makes a good faith determination that a System component has not successfully completed an Acceptance Test, County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Contractor shall notify County's Project Director when such corrections, repairs and modifications

have been completed, and the Acceptance Tests shall begin again. If, after the applicable Acceptance Test has been completed for a second time, County's Project Director makes a good faith determination that the System component or System again fails to pass the applicable Acceptance Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall complete, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Such procedure shall continue until such time as County's Project Director notifies Contractor in writing either: (a) of the successful completion of such Acceptance Test or (b) that County has concluded in its sole judgment that satisfactory progress toward such successful completion is not being made, in which latter event County shall have the right, in County's sole judgment, to terminate this Contract in accordance with Section 8.43 (Termination for Default), as a non-curable default with respect to (i) one or more System components, or (ii) if County believes the failure to pass the applicable Acceptance Test materially affects the function or desirability to County of the System as a whole, the entire Contract, in each case, without any further obligation owing to Contractor whatsoever.

9.10 Deficiencies

9.10.1 Deficiencies

As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in the System not performing in accordance with the provisions of this Contract, including the SOW, as determined by County's Project Director in his reasonable judgment.

County shall also be entitled to the correction of Deficiencies which do not affect the performance of the System, or are not material ("Minor Imperfection"), provided, however, that the failure by Contractor to remedy such Minor Imperfection, so long as Contractor diligently continues to attempt to remedy such Minor Imperfection, shall not be deemed a breach of this Contract unless the cumulative effect of such Minor Imperfections is material to the performance of the System.

9.10.2 Corrective Measures

County's Project Director shall notify Contractor in writing, or if not practicable, orally (with written notice to follow within three [3] Days) to either Contractor's Project Director or Project Manager, of any Deficiency. Upon a notice from County or Contractor's discovery of a Deficiency, Contractor shall promptly commence corrective measures to remedy such Deficiency in accordance with the provisions of this Contract including the SOW. Contractor shall diligently continue to remedy such Deficiency, including Minor Imperfections to its utmost capabilities. Contractor acknowledges that it may be required to repair, replace or reinstall all or any part of the System that is defective, including Software, or other material, or create an Update, in order to remedy any Deficiency.

9.10.3 Approval

No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County's Project Director, which approval shall not be unreasonably withheld.

9.11 Maintenance and Support Services; Operations Services

9.11.1 Maintenance and Support Services

Without limiting Section 3.0 (Work), with respect to each Component, commencing upon the date on which Contractor achieves Acceptance of the System for such Component, Contractor shall provide support and maintenance services for the System of such Component (with respect to each Component, collectively "Maintenance and Support Services") during the Term

at no additional cost to the County. Without limiting the foregoing, Maintenance and Support Services shall include, with respect to each Component, the provision of (a) all goods and/or Services necessary to correct any and all Deficiencies that occur during the Term of this Contract, including reprogramming System Software, repairing or replacing System Hardware and reperforming Services, (b) County-authorized upgrades, updates, enhancements, revisions, improvements, bug fixes, patches, and modifications, other than Custom Programming Modifications, to the System Software, in whole or in part, including to keep the System performing in accordance with applicable laws, rules and regulations, and to keep the System Software operating in accordance with the Specifications and otherwise with this Contract (with respect to each Component, collectively "Updates") and (c) County-requested customizations and modifications to the System designed to revise the System to meet County's evolving business and/or technical requirements (together with all Source Code, object code and Documentation, with respect to each Component, collectively "Custom Programming Modifications").

With respect to correcting Deficiencies, County's Project Director shall notify Contractor in writing, or if not practicable, orally (with written notice to follow within three (3) Days) to either Contractor's Project Director or Project Manager (or through other means identified in the applicable Component), of any Deficiency. Upon a notice from County or Contractor's discovery of a Deficiency, Contractor shall commence corrective measures to remedy such Deficiency in accordance with the timeframes set forth in the applicable Component.

Contractor shall diligently continue corrective measures until such Deficiency is corrected. Contractor acknowledges that it may be required to repair, replace or reinstall all or any part of the System Software and/or System Hardware in order to correct a Deficiency. No Deficiency shall be deemed corrected until approved in writing by County's Project Director.

County's Project Director will initiate any County requested Custom Programming Modifications by submitting a Custom Programming Modification Request Form substantially in the form of Exhibit C hereto (each a "Custom Programming Modification Request") to Contractor's Project Director. With respect to each County-requested Custom Programming Modification, the Parties thereafter will proceed in accordance with the applicable Component.

With respect to the installation and implementation of any Update or Custom Programming Modification, the Parties shall mutually agree upon acceptance tests for such Update or Custom Programming Modification. The installation and implementation of each Update and Custom Programming Modification shall be subject to the testing and Acceptance procedures, including, without limitation, with respect to obtaining Certificates of Completion, except that the Parties shall use the applicable tests developed pursuant to this Section. Upon Contractor's completion and delivery, and County's Acceptance, of each Update and each Custom Programming Modification, such Update and such Custom Programming Modification shall become part of and be included as the System for all purposes under this Contract.

9.11.2 Operations Services

Without limiting Section 3.0 (Work), with respect to each Component, commencing upon the date on which Contractor achieves Acceptance of the System for such Component, Contractor shall provide operations services for the System of such Component (with respect to each Component, collectively "Operations Services") during the Term at no additional cost to the County.

9.12 Licenses, Permits, Registrations, Accreditation, and Certificates

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations and/or by this Contract, which are applicable to the Work under the Contract. Contractor shall further ensure that all of its officers, employees, Subcontractors, and other agents who perform Work hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives, shall be provided, in duplicate, to the County's Contract Project Monitor at the address herein provided in Exhibit F (County's Administration).

9.13 Third Party Software

- 9.13.1 Certain System Software, being the operating software and no other software (hereinafter "Third Party Software"), is owned by third parties, and Contractor represents and warrants that it has not modified and will not modify, nor does Contractor have any need to modify, such Third Party Software in order for the System to fully perform in accordance with all requirements of this Contract. Contractor represents and warrants that it does not have any license or other right to modify such Third Party Software and that such Third Party Software shall be provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that such Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Contract without the need for any modification of the Third Party Software by Contractor or otherwise.
- 9.13.2 County acknowledges that it may have to execute certain third party license Contracts in respect to the Third Party Software. These third party license Contracts shall be at no cost to County and shall include reasonable terms and conditions as determined by County. To the extent that any such third party license Contract conflicts with this Contract as it applies to County's right to use the System Software or modify the System Software (other than the Third Party Software), Contractor shall take all necessary action and pay all sums required to provide County with all the rights to use and modify the System Software (excluding modification of the Third Party Software) afforded by this Contract. Contractor warrants that whether or not such third party license Contracts are required of County, County shall receive licenses of all of the Third Party Software that will allow use of the System Software in accordance with all of the terms of this Contract. Without limiting the foregoing, Contractor shall be responsible for acquiring for and delivering to County, at the cost of Contractor, licenses permitting the use of all other Third Party Software for an unlimited number of users, which licenses do not in any way limit County's rights pursuant to Section 9.3.2 (License).
- 9.13.3 In the event it nonetheless becomes necessary to modify such Third Party Software to satisfy any of the requirements of this Contract, Contractor shall promptly, at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such

Third Party Software, and Contractor shall provide all necessary modifications or (2) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in County's Project Director's and County Project Management's reasonable determination, in lieu of modifying such Third Party Software. If County exercises its option to terminate this Contract for convenience pursuant to Section 8.42 (Termination for Convenience), the obligations of Contractor as set forth in this Section 9.13 (Third Party Software) shall be null and void. Nothing herein shall require Contractor to pay for a new release, version, or revision of Third Party Software, which is not otherwise provided under maintenance and support.

9.14 Other Proprietary Considerations

- 9.14.1 Notwithstanding the foregoing, during the Term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy, and use at any time during, and for five (5) years subsequent to, the Term of this Contract, any and all such working papers and all information contained therein.
- 9.14.2 Contractor hereby transfers to County all of Contractor's right, title and interest in and to the County Product. Upon request of County's Project Director, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Product. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest in and to the County Product.
- 9.14.3 As requested in writing by County's Project Director, Contractor shall affix the following notice to County Product developed under this Contract: "© Copyright 20__ (or such other date of first publication), County of Los Angeles. All rights reserved". Contractor shall affix such notice as directed by County.

- 9.14.4 Contractor shall take reasonable steps to protect all such County Product from loss or damage by any cause, including fire and theft.
- 9.14.5 The System and any other materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, together with all patent, copyright, trademark, trade secret and other proprietary rights (collectively "Contractor Product"), which the Contractor desires to use hereunder, and which the Contractor considers to be trade secret, proprietary or confidential, must be specifically identified by the Contractor to the County's Project Management as trade secret, proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Trade Secret", "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.14.6 Subject to Section 9.14.8 and Section 8.36 (Public Records Act), the County will use reasonable means to ensure that the Contractor Product is safeguarded and held in confidence. Subject to Section 9.14.8 and Section 8.36 (Public Records Act), the County agrees not to reproduce, distribute or disclose to non-County entities any such Contractor Product without the prior written consent of the Contractor.
- 9.14.7 Subject to Section 9.3.2 (License), Contractor hereby grants County an irrevocable license to use the Contractor Product for the Term.
- 9.14.8 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Section 9.14.6 for any of the Contractor Product which are not plainly and prominently marked with restrictive legends as required by Section 9.14.5 or for any disclosure which the County is required to make under any State or federal law or order of court.

9.15 Intentionally Omitted

9.16 New Technology

Without limiting Contractor's obligation to provide County Updates as a part of Maintenance and Support Services, Contractor and County acknowledge the probability that the technology of the

System (or any portion thereof) provided under the Contract will change and improve during the Term. County desires the flexibility to incorporate into the System any new technologies, as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies, and techniques, other than Updates, that Contractor considers being applicable to the System (or any portion thereof). Upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies, and techniques, and shall indicate the advantages and disadvantages of incorporating the same into the System, and provide an estimate of the impact such incorporation will have on the performance of the System (or any portion thereof) and any impact on the Service cost. County, at its discretion, may request that the Contract be amended to incorporate the new technologies, methodologies and techniques into the System (or any portion thereof) pursuant to the provisions of Section 8.1 (Alteration of Terms/Amendments) of this Contract.

9.17 County Information Technology and Security Policy

9.16.1 This Contract is subject to the County's Information Technology and Security Policy codified in Section 6.100 of the Board of Supervisors Policy Manual.

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

COUNTY OF LOS ANGELES

By: _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

LEXISNEXIS VITALCHEK NETWORK, INC.

By: _____
(Insert Name), Title

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARY C. WICKHAM
County Counsel

By: _____
Michael Owens
Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By: _____
Patricia Gibson, Chief
Contracts and Grants Division

TASK	DELIVERABLE	TIMELINE	COUNTY ACTION
Task 1. Project Management			
1.1 Kick-off Meeting Contractor shall schedule and conduct a kickoff meeting with County to discuss and review Project Plan.	1.1 Kickoff meeting	Within seven (7) days from the Contract Effective Date	1.1 County will attend the kickoff meeting and work with Contractor to finalize a project timeline inclusive of all Task, Subtasks and Deliverables and resource assignments.
1.2 Project Plan Contractor shall provide a Project Plan which shall be a comprehensive and detailed Plan for the System implementation that includes the following areas: 1. Planning and direction to include timeline of three (3) months to complete the Project. 2. A list of Contractor staff who will be assigned to provide support in the following areas: a. Analyst and programmers b. Technical experts c. Senior Management d. Technical Help Desk e. Information Security Officer 3. A list of Contractor's milestones, Tasks and Subtasks required to successfully complete and deliver the System on time, including the System Software, System Hardware and/or Services.	1.2.a Project Plan which includes a timeline of individualized Tasks, Subtasks, Deliverables, and other services 1.2.b Project Plan Updates	In the kickoff meeting As needed throughout the Term of the Contract	1.2 County shall have final approval of Project Plan. County will monitor and/or oversee Contractor's progress based on the approved Plan.

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TASK	DELIVERABLE	TIMELINE	COUNTY ACTION
<p>4. Development and general System issues resolution.</p> <p>The Project Plan shall be updated based on the weekly Project Status Reports delivered under Subtask 1.3.</p>			
<p>1.3 Project Management</p> <p>Contractor shall assign a Project Manager to manage project activities and resources, and track project status. This shall include:</p> <ol style="list-style-type: none"> 1. identifying, managing and tracking all issues. Contractor shall report project status on a weekly basis through a Project Status Report. The Project Status Report shall be presented to the County's Project Director and County's Project Managers. The report shall cover, at a minimum, project progress against the Project Plan, plans and outstanding issues. It shall also include any proposed updates to the Plan. 2. a quality assurance plan to document the processes, practices and procedures to be used in order to measure the adherence to requirements during implementation. 	<p>1.3.a Weekly Status Reports that cover project progress against Project Plan, quality assurance, outstanding issues, and any proposed updates to the Project Plan</p> <p>1.3.b Schedule, conduct and provide summary of the status review meetings</p>	Commence 2 weeks from the Contract Effective Date and continue weekly until the System in Production Use	County will attend the status review meetings and review the weekly Status Reports.
<p>1.4 Project Management Post System Implementation</p> <p>Contractor shall provide ongoing project management support to include managing and tracking all issues related to System Maintenance</p>	1.4 Monthly Project Status Reports for ongoing Project Management to report any operational, quality assurance and maintenance and operational support issues	Throughout the Term of the Contract.	County will review the monthly Project Status Reports.

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and Operational Support Services, including any failure of the System Software, System Hardware and/or Services, to perform in accordance with the Specifications, and otherwise with this Contract.			
<p>1.5 Quality Control</p> <p>The Contractor shall establish and utilize a comprehensive quality control plan (the "Control Plan") to assure the County a consistently high level of service throughout the Term of the Contract. The Control Plan shall be submitted to the County's Project Managers for review. The Control Plan shall include, but not be limited to, the following:</p> <ol style="list-style-type: none"> 1. An inspection system covering all Services listed in the Exhibit C (System Maintenance and Operational Support Services). It must specify the activities to be inspected on both scheduled or unscheduled basis, frequency of inspections, and the title of the individual(s) who will perform the inspection. 2. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and correction. 3. A method of ensuring uninterrupted service to DPH's customers in the event of a strike of the Contractor's employees or any other unusual occurrence (e.g. power loss) which would result 	1.5 Establish and utilize a comprehensive Control Plan to ensure quality and continuity of Services	Throughout the Term of the Contract.	County will review the Control Plan and daily observe the System for the quality and continuity of Services.

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TASK	DELIVERABLE	TIMELINE	COUNTY ACTION
in the Contractor being unable to perform the Work.			
Task 2: System Hardware Installation and Configuration			
<p>2.1 System Hardware Installation and Configuration</p> <p>Contractor shall install and configure using the Contractor's own hardware to support County with the online and in-person transactions. The hardware installation shall take place at a pre-arranged time approved by County, utilizing Contractor's staff with the assistance of DPH staff, as approved in advance by County's Project Director. At a minimum, the System Hardware shall include the following:</p> <ol style="list-style-type: none"> 1) Laser printers to print mailing labels for express mail carriers; 2) All consumables required by the printers; 3) Card Terminals to read Cards, transmit all information necessary to fully process Card Present Transactions and print Transaction receipts. 4) Pin Pads to transmit Card data directly to the System to initiate the authorization process. 	<p>2.1 Install and configure Workstations which have the functionality described in, Exhibit A-6 (System Hardware), including required laser printers, all consumables, Card Terminals, and Pin pads to perform in accordance with the Specifications and otherwise with this Contract</p>	<p>Within five (5) weeks from the Contract Effective Date</p>	<p>County will work with Contractor to arrange time and locations for System Hardware installation.</p>

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TASK	DELIVERABLE	TIMELINE	COUNTY ACTION
2.2 Operator's/user's guides of the System Hardware Contractor shall provide operator's/user's guides for the System Hardware specified in the Subtasks 2.1. The Contractor shall email a copy (PDF format) of the operator user's guide to County's Project Managers, which may be printed or duplicated by the County as needed.	2.2 Provide operator's/user's guides of the System Hardware	Within five (5) weeks from the Contract Effective Date	County will verify the documents and keep on file for future usage.
Task 3: System Software Development/Customizations			
3.1 Functional Requirements Analysis Contractor shall review, analyze, and validate the Contractor's understanding of the requirements specified in the Attachment B (Functional Gap Requirements) and conduct requirements meeting(s) to develop a detailed requirements document. Contractor shall apply the requirement process including the following activities that may be needed to deliver a finalized detail requirements document: <ul style="list-style-type: none"> • Needs Assessment • Requirements Management Planning • Requirements Analysis • Requirements Monitoring and controlling • Solution Evaluation 	3.1.a Schedule and conduct requirements meeting(s) 3.1.b Documentation outlining functional analysis on the customizations for the System including Attachment B (Functional Gap Requirements)	Within two (2) weeks from the Contract Effective Date	County will work with Contractor and provide clarifications upon request.

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TASK	DELIVERABLE	TIMELINE	COUNTY ACTION
3.2 Review Business Process Contractor shall conduct meetings with County's Project Managers and subject matter experts to assess business requirements, business processes to gain understanding of the project goals, define problems and recommend changes, as needed.	3.2 Assess business requirements and process as described in Exhibits A-1 and A-2 (Business Requirements) and recommend changes as needed	Within two (2) weeks from the Contract Effective Date	County will work with Contractor and provide clarifications upon request.
3.3 Credentialed Funeral Homes Contractor shall assist County in credentialing funeral homes accounts.	3.3 Assist County to complete the list of credentialed funeral homes	Within five (5) weeks from the Contract Effective Date	County will provide a list of credentialed funeral homes or contact information.
3.4 System Software Development/Customizations Contractor shall develop/customize the System to include DPH business rules and requirements as specified in Attachment B (Functional Gap Requirements).	3.4 Complete the System development which included requirements as specified in the Attachment B (Functional Gap Requirements)	Within five (5) weeks from the Contract Effective Date	
3.5 Documentation Contractor shall provide Documentation for the development, customization, installation and confirmation of System as specified in the other subtasks to this Task 3.	3.5 Documentation for all subtasks under Task 3.0	Within five (5) weeks from the Contract Effective Date	County will review Documentation and inform Contractor of any discrepancies.
Task 4: System Test and Certificate			

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TASK	DELIVERABLE	TIMELINE	COUNTY ACTION
4.1 Initial Test Contractor shall conduct initial System test to determine whether each System component has been properly installed/implemented and is working in accordance with all applicable Specifications.	4.1 Provide report summarizing the status of the initial System Test.	Within seven (7) weeks from the Contract Effective Date	County will review the status reports of the Initial System Test.
4.2 Final System Test Upon the successful completion of the UAT, Contractor shall conduct a Final System Test to verify that all System components of all previous updates, developments and modifications in the System perform all the required functionalities and data processing for all components accordance with all applicable Specifications.	4.2 Provide Final System Test report documenting the performance evaluations and test results of the Final System Tests conducted.	Within nine (9) weeks from the Contract Effective Date	County will review the status reports of the Final System Test.
4.3 Acceptance Certificate Upon successful completion of Final System Test, Contractor shall conduct Production implementation. Contractor shall verify and document that the System performance meets DPH's Specifications without any Deficiencies for fifteen (15) consecutive days upon Production implementation. Contractor shall submit the Task Deliverable Acceptance Certificate for this Deliverable.	4.3.a Implement the System into Production. 4.3.b Contractor's System must operate in Production Use for fifteen (15) consecutive days without Deficiencies prior to submitting Task Deliverable Acceptance Certificate for County's approval.	Within ten (10) weeks from the Contract Effective Date Within twelve (12) weeks from the Contract Effective Date	County will issue a written Certificate of Completion within (thirty (30) days of County's Project Director's determination. (See A-7 Acceptance Form)
Task 5: User Acceptance Test (UAT)			

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TASK	DELIVERABLE	TIMELINE	COUNTY ACTION
<p>5.1 User Acceptance Test Plan</p> <p>Contractor shall assist County in the development of UAT Plan which includes test scripts to test all functional requirements listed in Exhibit B (Functional Gap Requirements). UAT Plan shall include the following steps:</p> <ol style="list-style-type: none"> 1. Submit an order for Vital Records via the internet and Funeral Home portal. Import the request into the System and review the customer data for accuracy. 2. Process the customer order with a corresponding bar code that links with the order. 3. Test the System for searching record by Certificate Number (document number on the burial permit as well as birth and death certificates). 4. Print certified copy. 5. Reconcile payments at backend. 6. Run all reports. 7. Generate bar code mailing labels. 8. Run tests on Card payments using the Card Terminals and pin pads. <p>The Test Plan shall also include a full end-to-end System test with Contractor's assistance and certify readiness of the System.</p>	<p>5.1 Assist County in development of the UAT Plan.</p>	<p>Within seven (7) weeks from the Contract Effective Date</p>	<p>County will work with Contractor to complete the UAT plan.</p>

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TASK	DELIVERABLE	TIMELINE	COUNTY ACTION
5.2 User Acceptance Test (UAT) Upon the successful completion of the initial System test, Contractor shall actively participate with County in conducting and monitoring the UAT to ensure the System is fully functional and operational in accordance with all applicable Specifications. In the event of missing or improperly operating functions as determined by County Project Manager, Contractor shall be notified by County, to correct the function within five (5) Days of the notification date. Should functional Deficiencies occur, that portion of the UAT shall be halted and the capability of said function shall be restored by Contractor. During the UAT Contractor shall record all the test results and prepare the reports, which include a record of all successes, failures and corrective actions taken.	5.2 Work collaborate with County to conduct the UAT based on the UAT Plan, take corrective action during UAT, and provide report summarizing the status of the UAT	Within eight (8) weeks from the Contract Effective Date	County will conduct the UAT with the Contractor's assistance and report to Contractor of any Deficiencies discovered during the UAT.
Task 6: System Training			
6.1. Training Materials Contractor shall provide the most updated version of training guides, PowerPoint presentations, Quick Reference Guides. Individualized, self-directed training resources shall be sent to help prepare users for the official training sessions.	6.1 Training Materials	Within twelve (12) weeks from the Contract Effective Date	County will verify the training materials.

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TASK	DELIVERABLE	TIMELINE	COUNTY ACTION
6.2 Training Contractor shall conduct on-site training sessions associated with the use of the following: <ul style="list-style-type: none"> • System operations • System Software • System Hardware • Other equipment • Any third party services 	6.2 Conduct on-site training sessions	Within twelve (12) weeks from the Contract Effective Date	County will assist Contractor with the training at County's locations.
6.3 Additional Training Contractor shall, at no cost to County, provide additional training as County's Project Director determines to be necessary to adequately train End Users. Additional training may occur if there are significant changes to processing procedures.	6.3 Provide additional on-site training	Within five (5) Business Days from the request date.	County will provide Contractor a training request as needed.

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II System Hosting, Maintenance and Operational Support Services

TASK	DELIVERABLE	TIMELINE	COUNTY ACTION
Task 1 - Comply with Information Security Requirements			
1.1 Information Security Requirements Compliance Contractor shall comply with all applicable security requirements set forth in Exhibit D (Information Security Requirements).	1.1 Adhere to the County security requirements as specified in the Exhibit D (Information Security Requirements)	Throughout the Term of the Contract	County will review the Contractor's security documents yearly to ensure the Contractor's security control programs are in place.
1.2 Information Security and Privacy Compliance Contractor shall maintain security compliance and report to County by completing the following security and privacy documents on an annual basis: <ol style="list-style-type: none"> 1. Attachment A-4 (Master Template Third-Party Data Security Review Tool) 2. Attachment A-3 (Application Security Requirement) 	1.2 Provide responses to requests and security documentations as specified by the County including the Attachment A-4 (Master Template Third-Party Data Security Review Tool) and Attachment A-3 (Application Security Requirement)	Annually from the contract Effective Date	County will review the Contractor's responses to the required Attachment A-4 (Master Template Third-Party Data Security Review Tool) and Attachment A-3 (Application Security Requirement), and provide Contractor with actions to be taken if any. Copies of report and documentation of actions taken shall be kept on file.

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Task 2 – System Hosting, Maintenance and Operational Support Services			
Contractor shall provide ongoing System Maintenance and Operational Support Services as specified in Exhibit C (System Maintenance and Operational Support Services).	Provide daily System Maintenance and Operational Support Services	Ongoing throughout the Term of Contract	County will observe the System daily and report to Contractor of any Deficiency as specified in Exhibit C (System Maintenance and Operational Support Services).
Task 3: Custom Programming Modifications			
<p>As requested by County's Project Director, Contractor shall provide Custom Programming Modifications as needed to update System to meet County's evolving business and/or technical requirements. Each Custom Programming Modification shall be provided, at no cost to the County, in accordance with the following procedure:</p> <ol style="list-style-type: none"> 1. For each Custom Programming Modification, the requesting Party, County or Contractor, shall submit a written request, Section 9.11 (Maintenance and Support Services), of the Contract, to the other Party. 2. Contractor shall develop a System Design Report and submit for County's review and approval. The System Design Report shall include: <ol style="list-style-type: none"> a. Expected implementation duration. b. Design specification. 	Develop and submit a System Design Report for requested Custom Programming Modification, complete approved Custom Programming Modifications. If required by County's Project Director, develop test plans and conduct Acceptance Tests	As request by County	County will submit a written request as specified in Base Contract Section 9.11.

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<p>c. System impact: database, user Interface, training etc.</p> <p>At the sole option of County's Project Director, each System component shall be subject to Acceptance Testing. Contractor shall assist in developing test plans and conducting Acceptance Tests.</p>			
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BUSINESS REQUIREMENTS

SECTION 1 –CARD PROCESSING

1.1 Overview of Online Transaction process:

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

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- At 5:00 p.m. each day, System runs a settlement report of captured Card orders.
 - Contractor shall remit DPH Fees as specified in Paragraph 5.3 in the body of the Agreement.
- 1.2 Contractor shall be available 24 hours a day, 7 days a week, and 365/366 days a year to accept customer orders for copies of Vital Records over the Internet and allow customers to pay for said order by Card only.
- 1.3 Without limiting the other responsibilities set forth in this Attachment A-1, and/or elsewhere in the Agreement, Contractor shall be responsible to:
- 1.3.1 Provide a toll free telephone number with multiple lines for live technical support available 24/7 for customers encountering problems online.
 - 1.3.2 Enter the customer's ordering information into a system capable of keeping the information readily accessible for at least 12 months.
 - 1.3.3 Retain customer's login ID and personal settings indefinitely (or until account is terminated). This includes retaining copies of notarized certificates of identity corresponding to account. Order history will be stored for at least 12 months.
 - 1.3.4 Convert any order and supporting documents to digital format for transmitting to DPH.
 - 1.3.5 Electronically transmit daily (calendar day) in an encrypted format of 256-bit AES acceptable to DPH the order information and accompanying documents.
 - 1.3.6 Provide a toll-free number for customers to obtain a status update for their online order referred as the Order Status IVR Service.
- 1.4 Data Retention:
- Contractor must retain the following information in an encrypted format of 256-bit AES acceptable to DPH in readily accessible computerized system for at least 12 months:
- A. Application Information
 - Credit card authorization code
 - Application identification number
 - Fee amounts
 - Mail service carrier
 - Shipping address

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B. Applicant Information

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

C. Certificate Information

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

D. Search Information

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

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

SECTION 2 - PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

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

SECTION 3 – DELIVERY SERVICES

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

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

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

SECTION 4 – FEES AND PAYMENTS

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

- 4.1 Provide remote order acceptance and payment authorization Services to customers, pursuant to the Agreement requirements and applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.
- 4.2 Accept payment for remote charges from the customer via the web using major credit/charge cards, including Visa, MasterCard, American Express and Discover pursuant to the Agreement requirements and applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.
- 4.3 Preauthorize payment for orders prior to transmission to the DPH for processing with Authorization of payment for orders to occur in accordance with applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations. As part of the payment Authorization process, Contractor shall verify the address of the requestor in order to provide a quick turnaround time for each order.
- 4.4 Accept full responsibility for Transaction settlement, inquiries, chargebacks, rejected charges/returns and adjustments for insufficient funds.
- 4.5 Provide daily Transaction reports for daily accounting and reconciliation.
- 4.6 Generate ACH of DPH Fees in accordance with Paragraph 5.3 in the body of the Agreement.
- 4.7 Contractor shall process full and partial refunds (including, without limitation, as described under Section 5.3 of this Attachment A-1) card credit adjustments, retrieval requests, chargebacks, and refunds within the times required by the applicable Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.

BUSINESS REQUIREMENTS

SECTION 5 – COUNTY RESPONSIBILITIES

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

SECTION 6 – CONFIDENTIAL PROTOCOLS

Contractor shall comply with Paragraph 7.7 (Confidentiality) in the body of the Agreement and shall implement confidentiality, security and other related requirements of this Attachment A-1 and elsewhere in the Agreement and the following protocols to ensure customer personal information is kept secure and confidential. County shall seek any remedies provided in this Attachment A-1 and elsewhere in the Agreement, including, but not limited to Paragraph 18.24 (Liquidated Damages) or termination of the Agreement as provided in the Agreement for Contractor's failure to comply with related confidentiality and security requirements.

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

BUSINESS REQUIREMENTS

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

BUSINESS REQUIREMENTS

SECTION 1 – CARD PROCESSING

1.1 Overview of Card Present Transaction Process:

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

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

Without limiting other capabilities described in this Exhibit A-2, this and/or elsewhere in the Contract, the System shall have the capability to:

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

BUSINESS REQUIREMENTS

1.3 Data Retention:

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

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

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

SECTION 2 - PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

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

SECTION 3 – FEES AND PAYMENTS

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

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

BUSINESS REQUIREMENTS

- 3.5 Contractor shall process full and partial refunds (including, without limitation, as described under Section 5.3 of this Exhibit A-2), card credit adjustments, retrieval requests, chargebacks, and refunds within the times required by the Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and Pin-Based Debit Network rules and regulations.

SECTION 4 – COUNTY RESPONSIBILITIES

- 4.1 County will process all requests received over-the-counter for which County is able to locate records.
- 4.2 County will inform Contractor of any errors or necessary adjustments within 24 hours pursuant to mutually agreed upon procedures.

SECTION 5 – CONFIDENTIAL PROTOCOLS

Contractor shall comply with Paragraph 7.6 (Confidentiality) in the body of the Contract and shall implement confidentiality, security and other related requirements of this Exhibit and elsewhere in the Contract and the following protocols to ensure customer personal information is kept secure and confidential. County shall seek any remedies provided in this Exhibit and elsewhere in the Contract, including, but not limited to Paragraph 8.26 (Liquidated Damages) or termination of the Contract as provided in the Contract, for Contractor's failure to comply with related confidentiality and security requirements.

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



Application Security Requirements

Version 2.3

Reference: County Board of Supervisors Information Security Policies

Developed by: Security Engineering Team - Applications Security

Introduction

Security Requirements Goals and Objectives:

The Application Security Requirements outlines the overall security requirements that need to be addressed for every software application deployed and/or used by the County of Los Angeles. These requirements would apply to all County and externally hosted applications: County developed, third-party developed applications.

These requirements include the overall security capabilities needed to support the business processes for County departments and agencies. At a minimum, these requirements will be used to track, test and monitor the overall System's security capabilities that shall consistently be met throughout the terms of the resultant agreement.

Requests for exceptions to any specific requirements within this requirement must be reviewed by IT Security and approved by the Departmental management. The request should specifically state the scope of the exception along with justification for granting the exception, the potential impact or risk attendant upon granting the exception, and risk mitigation measures to be undertaken by the project. The departmental management will review such requests, confer with the requesting project team and approve as appropriate.

Name of Application: _____

Application Owner Name

Application Owner Signature

Departmental Information Security Officer (DISO) Name:

DISO Signature

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DATA SECURITY5

AUDIT LOGGING AND REPORTING5

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments / Indicate Any Compensating Controls if Requirements Not Met
1.0	Comply with County Web Application Secure Coding Standards		
2.0	Authentication (Login/Sign-on)		
2.1	Authentication mechanism uses password that meets the County Password Security Standard		
2.2	Authentication must take place over a secured/encrypted transport protocol (e.g., HTTPS)		
2.3	Application login must be integrated with a central department and/or county authentication mechanism (e.g., AD)		
2.4	System encrypts passwords before transmission		
2.5	Ensure passwords are hashed and salted before storage		
2.6	For public facing applications, implement multi-factor authentication for applications with sensitive (e.g., password) and/or confidential information (e.g., PII, PHI)		
3.0	Authorization (Permissions)		
3.1	Users are associated with a well-defined set of roles and privileges		
3.2	Users accessing resources hold valid credentials to do so, for example: <ul style="list-style-type: none"> User interface (UI) only shows navigation to authorized functions Server side authorization checks for every function Server side checks do not solely rely on information provided by user 		
3.3	Role and permission metadata is protected from replay or tampering by using one of the following: <ul style="list-style-type: none"> Tokens/tickets expires after a single use or after a brief period Standard authorization/authentication protocol (e.g., SAML, OAuth) 		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments / Indicate Any Compensating Controls if Requirements Not Met
4.0	Configuration Management (Database and Application Configuration Security)		
4.1	Database Security: System restricts users from directly accessing the database		
4.2	Application Configuration stores (e.g., web.config, httpd.conf) are secured from unauthorized access and tampering (secure file access permissions)		
4.3	Application/database connection credentials need to be encrypted in transit and in storage		
4.4	Application/database connection and service accounts must comply with least privilege principle (must not be database admin account)		
5.0	Data Security		
5.1	Sensitive (e.g., password) and/or confidential data (e.g., PII, PHI) at rest and in transit must be encrypted (i.e., Board of Supervisors Policy No. 5.200)		
5.2	Provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data)		
6.0	Audit logging and reporting		
6.1	Auditing and logging an event in the system must include, at a minimum: <ul style="list-style-type: none"> • Successful and unsuccessful logons to application • Security Configuration changes (add, delete users, change roles/group permissions, etc) • Sensitive business transaction/functions (e.g., override approvals) • All logged information is handled securely and protected as per its data classification 		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments / Indicate Any Compensating Controls if Requirements Not Met
6.2	The event parameters logged must include: <ul style="list-style-type: none"> • User or system account ID • Date/time stamp • IP address • Error/event code and type • Type of transaction • User device or peripheral device involved in transactions • Outcome (success or failure) of the event 		
6.3	Application provides audit reports such as configuration, user accounts, roles and privileges		
6.4	Audit logs must be compliant with applicable regulatory requirements and retention schedules		
6.5	Reports containing sensitive information must contain a “Confidential” header		
7.0	References		
7.1	County Web Application Secure Coding Standards		
7.2	County Password Security Standard		
7.3	Database Security Standard		
7.4	County Windows Server Baseline Security Standard		
7.5	Risk Management Analysis Standard (CIS Top 20 – Control 18)		
7.6	Board of Supervisors Policy No. 5.200 - Contractor Protection of Electronic County Information		
7.7	OWASP Application Security Verification Standard v3		
7.8	OWASP Top 10 Guidelines		

DEPARTMENT OF PUBLIC HEALTH - THIRD-PARTY DATA SECURITY REVIEW TOOL

Program/Division: _____ **IT Review Period:** _____
Agency: _____
Site Address: _____
Contract Number: _____
Completed By Name: _____ **Signature:** _____ **Date:** _____

The requested items below are applicable only to Agency systems and applications that are used or will be used to access, store, use, or transmit County non-public information, County Personal Identifiable Information (PII), Personal Health Information (PHI), or County's other Confidential Information.

If the Agency's response is "Yes", please provide digital documentation and applicable policies, standards, guidelines, procedures, or other documentation that confirms compliance with the requirement.

If the Agency's response is "No" or "N/A", please provide an explanation in Agency Comments' column.

#	VENDOR SECURITY ASSESSMENT	Agency Response			Agency Comments and List of Supporting Documents Provided	DPH USE ONLY Acceptable, more info needed, or N/A
		Yes	No	N/A		
1	SECURITY PROGRAM					
1.1	Can the Agency provide copies of its IT Policies, standards, guidelines, and procedures (e.g., Access Controls, Encryption, Antivirus Security, Physical Security, Mobile Devices and Removeable Media, Security Incidents, IT Security Training, Equipment Disposition/Sanitization, etc.) used to create Information Security Program?					
2	PERSONNEL AND CONTRACTOR PROTECTIONS					
2.1	Does the Agency require personnel to participate security awareness trainings? If yes, please provide certificates of completion(s), curriculum, training documentation etc.					
2.2	Does the Agency require personnel to promptly notify the designated County security contact of an actual and/or suspected breaches of security?					
3	USER IDS AND PASSWORDS					

#	VENDOR SECURITY ASSESSMENT	Agency Response			Agency Comments and List of Supporting Documents Provided	DPH USE ONLY Acceptable, more info needed, or N/A
		Yes	No	N/A		
3.1	<p>Does the Agency adhere to the County's password complexity requirements listed below? (Per Sascha, this language is outdated. He will follow up with CISO). Look at NIST Standard for passwords.</p> <p>Passwords must contain at least three of the following four characteristics: Contain at least 1 alpha and 1 numeric character Contain at least one uppercase character Contain one lowercase character Contain one special character</p> <p>Minimum password length must be eight (8) characters Remember last 6 passwords, etc.</p>					
3.2	Does the Agency assign unique system and application IDs to users?					
3.3	Does the Agency suspend system and application logon IDs automatically after a predetermined number of invalid logon attempts?					
4	LOGGING AND AUDIT CAPABILITIES					
4.1	Does the Agency's system(s) provide a complete audit trail capable of identifying the individual who performed each transaction?					
5	BUSINESS CONTINUITY AND DISASTER RECOVERY					
5.1	Does the Agency have a Business Continuity and Disaster Recover Plan, that includes, at a minimum, a Recovery Time Objective (RTO) and Recovery Point Objective (RPO) ?					
6	PROTECTION OF ELECTRONIC COUNTY INFORMATION – DATA ENCRYPTION STANDARDS					
6.1	<p>Does the Agency certify and validate compliance with County's baseline encryption requirements as follows: Encryption of sensitive information on portable and workstation devices; Certification of disk encryption; Minimum level of full disk encryption - See Advanced Encryption Standard (AES) 256, and Encryption meets Information Processing Standard (FIPS) 140-2?</p>					

#	VENDOR SECURITY ASSESSMENT	Agency Response			Agency Comments and List of Supporting Documents Provided	DPH USE ONLY Acceptable, more info needed, or N/A
		Yes	No	N/A		
6.2	Does the Agency institute strict security controls, including encryption of Removable Media to prevent inappropriate or unapproved transfer of PII and PHI to any form of Removable Media? <i>As used here, Removable Media means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards, memory Sticks, CompactFlash, SmartMedia, Multimedia Card, and xD-Picture Card, magnetic tape, and all other removable data storage media .</i>					
7	DESTRUCTION OF COUNTY PII and PHI					
7.1	Does the Agency adhere to proper shredding, purging, and sanitization procedures?					
8	SECURITY OF SYSTEMS AND DEVICES					
8.1	Does the Agency conduct regular malware scans and updates to endpoint protection signatures to protect data?					
8.2	Is the Agency's operating system software and application software kept up-to-date (e.g., critical updates, security updates/patches, and service packs)?					
9	PHYSICAL AND ENVIRONMENTAL SECURITY					
9.1	Does the Agency secure IT resources by requiring badges, locks, security guards, or other physical barriers?					
9.2	Does the Agency have proper environmental controls in place such as fire protection and off-premises storage of backup data?					
9.3	Does the Agency physically secure portable IT resources (i.e., laptops, smartphones, tablets, etc.) with cable locks, locked offices, or cabinets, etc. when left unattended?					
10	ACCESS CONTROLS					
10.1	Does the Agency have appropriate technical, administrative, and physical controls in place to control access to its systems, services, and data?					

#	VENDOR SECURITY ASSESSMENT	Agency Response			Agency Comments and List of Supporting Documents Provided	DPH USE ONLY Acceptable, more info needed, or N/A
		Yes	No	N/A		
10.2	Does the Agency conduct monitoring to detect deviation from access control policies and identify suspicious activity.					
11	SECURITY INCIDENT					
11.1	Does the Agency have security incident notification procedures?					
12	SECURITY AUDITS AND PENETRATION TESTING					
12.1	Does the Agency have a System and Organizational Control (SOC) 2 Report?					
12.2	If the Agency has a SOC 2 Report, has the end date of review already passed? If yes, does the Agency have a Bridge/Gap Letter, which bridges the gap between the end date of the review period from the most recently completed SOC 2 report and the date of the Bridge/Gap Letter?					
12.3	If the Agency does not have a SOC 2 Report, does the Agency have copies of other security audits (internal audit reports, external audit reports, IT application system audit reports, etc.) that attest to the Agency's security, availability, processing integrity, confidentiality, and privacy such as HITRUST Common Security Framework (CSF), ISO 27001:2013 (Information Security Management) or other audits as approved by the Public Health Information Security Officer or designee.					
12.4	Does the Agency regularly conduct vulnerability scans, penetration tests, and/or security self-assessments?					

(DPH IT SECURITY USE ONLY) Review Completed by:

Print Name:

Signature:

Date:

Software-as-a-Service (SaaS) Vendor Security and Privacy Assessment

Program/Division: N/A

IT Review Period: N/A

Agency: _____

Site Address: _____

Contract Number: N/A

Completed By Name: _____ **Signature:** _____ **Date:** _____

Purpose: This SaaS document will be used to evaluate and compare the vendors' information security and privacy postures but is not limited to assisting in the award of a contract.

Scope: This document will provide a baseline for the evaluation of a vendor hosted and maintained application and to determine the vendor's overall security and privacy posture.

Software as a Service (SaaS) is a software distribution model in which applications are hosted by a vendor or service provider and made available to customers over the Internet.

If the Agency's response is "Yes", please provide digital documentation and applicable policies, standards, guidelines, procedures, or other documentation that confirms compliance with the requirement.

If the Agency's response is "No" or "N/A", please provide an explanation in Agency Comments' column.

#	SaaS Security & Privacy Assessment	Vendor's Response			Agency Comments and List of Supporting Documents Provided	DPH USE ONLY
		Yes	No	N/A		Exceeds, Met, or Not Met (Description required with feedback)
1	GENERAL INFORMATION					
1.1	Are all services (e.g., application hosting, data repository, data backup) provided within the contiguous United States? Where?					
1.2	Do you require criminal background checks for all personnel with access to IT resources (e.g., hardware, software, data)?					
1.3	Are you covered by Cyber Security Liability Insurance?					
1.4	Is there one person assigned to lead, manage and be accountable for security? Is that person at least at a director level? Please provide link to page on organization website or LinkedIn.					

#	SaaS Security & Privacy Assessment	Vendor's Response			Agency Comments and List of Supporting Documents Provided	DPH USE ONLY
						Exceeds, Met, or Not Met (Description required with feedback)
1.5	Does your company comply with a recognized information security management framework, for example, ISO 27000 series, NIST 800 series, etc.?					
1.6	Is there a security awareness training program in place for all employees? If yes, describe the program and frequency of re-certification and/or re-education in the Comments section.					
2	HOSTING ENVIRONMENT					
2.1	Do you separate your environments from each other, physically and logically (e.g., development, quality assurance, user acceptance testing, staging, production, training environments)?					
2.2	Is there a Host Intrusion Prevention (HIPS) or Detection (HIDS) system implemented on your servers? If yes, please provide the name.					
2.3	Is there a Network Intrusion Prevention System (NIPS) or Network Intrusion Detection System (NIDS) implemented for your internal network? If yes, please provide the name.					
2.4	Is there a perimeter firewall in place? If yes, please provide the name.					
2.5	Is there a web application firewall (WAF) in place? If yes, please provide the name.					
2.6	Is there a security event and information management (SEIM) system in place? If yes, please provide the name.					
2.7	Are formalized change management procedures in place?					
2.8	Are formalized separation of duties in place?					
2.9	Are physical access controls in place to ensure appropriate access to IT resources in the hosted environment and, at the minimum, consistent with NIST Special Publication 800-14?					
3	AUDIT AND COMPLIANCE					
3.1	Are you required to comply with any regulations and legislations? Which one(s)? (e.g., HIPAA/HITECH, PCI)?					

#	SaaS Security & Privacy Assessment	Vendor's Response			Agency Comments and List of Supporting Documents Provided	DPH USE ONLY Exceeds, Met, or Not Met (Description required with feedback)
3.2	Do you possess one or more third-party certifications/attestations? Some examples are: a. PCI b. SSAE 16 Service Organization Control (e.g., SOC Type 2 Attestation) Please provide an executed copy.					
3.3	Are internal IT security audits performed? If yes, state the frequency of those audits and the types of audits (e.g., penetration [blind and intelligent], vulnerability, and compliance)					
3.4	Are audits performed by third-parties? If yes, can you describe the types of audits that are performed and the frequency of those audits?					
4	DATA ACCESS, SEGREGATION, ENCRYPTION, AND DESTRUCTION					
4.1	Is AES-256 encryption or stronger used for all data in storage and consistent with NIST Special Publication 800-57?					
4.2	Is AES-128 encryption or stronger used for all data in transit and consistent with NIST Special Publications 800-52 and 800-57?					
4.3	Is backup media encrypted? If yes, please describe how it is achieved.					
4.4	Are encryption keys centrally managed and consistent with NIST Special Publication 800-57?					
4.5	Is a dedicated environment available for storage of customer data?					
4.6	Is this a shared environment? If yes, how is the customer data segregated from other shared environments?					
4.7	Are role-based access controls defined for the infrastructure, hardware, software, and data?					
4.8	Do you have a documented methodology for data backup?					
4.9	Do you have a documented data destruction process for customer data, including storage media?					
5	APPLICATION SECURITY					
5.1	Can you describe your application's architecture and the different tiers? If yes, please provide an application diagram.					
5.2	Can describe your coding practices? If yes, please describe in Agency's Comments' column.					

#	SaaS Security & Privacy Assessment	Vendor's Response			Agency Comments and List of Supporting Documents Provided	DPH USE ONLY
						Exceeds, Met, or Not Met (Description required with feedback)
5.3	Do you incorporate best practices and recommendations provided in the OWASP Developer's Guide and OWASP Cheat Sheet Series to implement and enhance your secure software engineering?					
5.4	Do you perform web application vulnerability testing/scanning (e.g., static, dynamic)?					
5.5	If you are not performing web application vulnerability testing/scanning, is it being performed by a third-party vendor?					
5.6	Do you have documented procedures for scanning (e.g., frequency, by whom, remediation)?					
5.7	What authentication mechanisms are supported?					
5.8	Are password complexity, lifetime, and history settings configurable by the customer?					
5.9	Can the SaaS application be integrated with an existing Identity Management system?					
5.10	Is two-factor (i.e., multi-factor) authentication supported?					
5.11	What Type of cookies are used (i.e., persistent or non-persistent)?					
5.12	Is there any confidential information stored in the cookie?					
5.13	Do you have user audit trail capabilities for: <input type="checkbox"/> All user transactions <input type="checkbox"/> Successful/unsuccessful user logons (e.g., date, time, IP address) <input type="checkbox"/> Changes to user access					
5.14	Does the application or service provide appropriate role-based access?					
5.15	Does the application or service provide adequate monitoring and escalation via dashboard alerts, email, or other auditable system of communication?					
5.16	Do you offer Application Programming Interface (API) access?					
5.17	Are API unit calls authenticated (OAuth) and encrypted (128-bit or greater)?					
6	INCIDENT RESPONSE MANAGEMENT					
6.1	Do you have a documented Incident Response Plan?					
6.2	Is the Incident Response Plan tested? If yes, how often?					
6.3	Do you have an established Computer Security Incident Response Team (CSIRT)?					

#	SaaS Security & Privacy Assessment	Vendor's Response			Agency Comments and List of Supporting Documents Provided	DPH USE ONLY Exceeds, Met, or Not Met (Description required with feedback)
6.4	Do the incident response team members have clearly defined roles and responsibilities?					
6.5	Will your response team be open to enhancing the Service Level Agreement (SLA) in case of an incident or potential data breach/data compromise?					
6.6	Is there a formal process/procedure in place for notifying customers when a suspected or actual breach occurs?					
6.7	Do you provide investigative support in case of a breach? If yes, what type?					
6.8	Do you provide periodic updates on the application status if an incident or breach occurs? If yes, how often?					
6.9	After the incident is resolved, is a post-mortem conducted? Are procedures updated accordingly?					
7	BUSINESS CONTINUITY AND DISASTER RECOVERY					
7.1	Are there Disaster Recovery (DR) Plans in place?					
	a. Are the plans tested? If yes, at what level (e.g., tabletop exercises, periodic validations) are they tested and how frequently?					
	b. Are the plans available for review?					
	c. Are up-time Service Level Agreements (SLAs) defined that include Recovery Time Objective (RTO) and Recovery Point Objective (RPO)?					
	d. Are RTO and RPO defined by the customer/client?					
7.2	Are there Business Continuity Plans (BCP) in place?					
	a. Are the plans tested? If yes, at what level (e.g., tabletop exercises, periodic validations) are they tested and how frequently?					
	b. Are the plans available for review?					
	c. Are up-time Service Level Agreements (SLAs) defined that include Recovery Time Objective (RTO) and Recovery Point Objective (RPO)?					
	d. Are RTO and RPO defined by the customer/client?					
7.3	Do you have a DR/BCP Audit Program in compliance with an industry standard (e.g., ISO, NIST)?					
7.4	Is Business Impact Analysis (BIA) an integral part of your customer engagement to assist with recovery objectives?					
7.5	Have you had any outages or failures in the past 12 months?					
7.6	If you answered yes to the question above, for each outage or failure in the past 12 months, provide the following:					
	a. Type of outage or failure?					

#	SaaS Security & Privacy Assessment	Vendor's Response			Agency Comments and List of Supporting Documents Provided	DPH USE ONLY
						Exceeds, Met, or Not Met (Description required with feedback)
	b. Cause of outage or failure?					
	c. Time of occurrence?					
	d. Duration?					
	e. Time to recover?					
	f. Number of customers impacted?					
7.7	Have you had outages or failures in the past 24 months? If so how many?					
7.8	Have you had outages or failures in the past 36 months? If so how many?					

(DPH IT SECURITY USE ONLY) Review Completed by:

Print Name:

Signature:

Date:

SYSTEM SOFTWARE

The Contractor shall provide all applicable services, software, hardware, equipment, labor, materials, and supplies (except paper) necessary to provide all Work described under Exhibits A, A-1 and A-2.

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

VitalChek Software:

VPS (VitalChek Product Suite) Web and VPS Funeral Home Portal; VitalChek's VPS Web solution is a secure platform for automated order placement, payment, and issuance workflow. VPS is completely web-based and is compatible with Firefox 3.0+ or Internet Explorer 7+. Agency employees can use VPS Web to manage orders placed through the VitalChek website, by phone, or by fax.

VPS WEB System Requirements (for office personnel to access VPS)

- VPS WEB is accessed through the URL: <http://agency.vitalchek.com>
- Web browsers of Internet Explorer 7.0 version or higher; IE8 recommended. Mozilla Firefox 3.0 or greater, 3.6 or higher recommended. Must be at least 32-bit (note: IE 64 bit has compatibility issues with Adobe Acrobat Reader).
- JavaScript must be enabled.
- Firewalls should be opened up to allow traffic to vitalchek.com – ports 80 and 443.
- PC Configuration: Required Screen Resolution of 1024 X 768.
- Adobe Acrobat Reader Version 8.0 or later for viewing receipts, reports, printing checks & creating/printing shipping labels.
- Users must have a valid Email address for access credentialing.

SYSTEM HARDWARE

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

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

COMPUTER HARDWARE:

- 3 computer workstations
- 3 Flat Panel monitors
- 3 bar code readers
- 3 printers

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

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

300 GB4 Single Serial ATA Hard Drive

Suggested configuration:

Video: VGA and 1 S-Video

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

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

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

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

Network: Integrated Ethernet

Integrated 10/100 network Interface

SUPPLIES:

- Printer Toner/Ink Cartridges
- UPS envelopes and manifest sheets
- Postage Account with UPS
- Perforated receipt paper

BAR CODE READER:

Both hand-held and fixed projection

PowerLink user-replaceable cables

Adjustable Stand

Short-range and Long-range activation

Flash ROM with Meteor 2 upgrade utility

Supports commonly used Interfaces, including USB

POINT OF SALE DEVICES

Verifone VX520 terminals

Verifone VX805 pin pads

EXHIBIT A-7

**ACCEPTANCE FORM
FOR
LEXIS NEXIS VITALCHEK NETWORK, INC. (VITALCHEK)**

(Contractor Name and Address)		TRANSMITTAL DATE
ACCEPTANCE FORM		CONTRACT NAME
		COUNTY CONTRACT NUMBER
FROM: <i>Contractor Project Manager or Designee</i> Name: _____	TO: <i>County Project Director or Designee</i> Name: _____	
(Signature Required) _____		
<p>Contractor hereby certifies to County that as of the date of this Acceptance Form, it has satisfied all conditions precedent in the above Contract (including the Exhibits and Attachments thereto and any executed Change Orders or Amendments) to the completion of the Work described below, including satisfaction of all completion criteria applicable to such Work (including obtaining County's approval of any other Work which is a prerequisite to obtaining County's approval of the Work described below). Contractor further represents and warrants that the Work described below has been completed in accordance with the Contract, including the Exhibits and Attachments thereto and any executed Change Orders and Amendments. County's approval and signature constitutes an acceptance of the Work described below. Capitalized terms used in this Deliverable Acceptance Form without definition have the meanings given to such terms in the Contract.</p>		
TASK DESCRIPTION (Reference SOW, Change Order or Amendment)	DELIVERABLE DESCRIPTION (Reference any Deliverable designation in the SOW, Change Order or Amendment)	OTHER WORK DESCRIPTION (Reference any other designation in the SOW, Change Order or Amendment)
Comments:		
Attached hereto is a copy of all supporting documentation required pursuant to the Contract, including the Exhibits and Attachments thereto, and any executed Change Orders and Amendments, and including any additional documentation reasonably requested by County.		
COUNTY <input type="checkbox"/> APPROVAL OR <input type="checkbox"/> DISAPPROVAL IF DISAPPROVAL, CORRECTIVE ACTION REQUIRED: _____		
NAME: _____ TITLE: County Project Director or Designee SIGNATURE: _____ DATE: _____		

Functional Gap Requirements Document

1. Overview

The Los Angeles County, Department of Public Health (DPH), Vital Records Office requires Contractor to implement, host and provide services for an online ordering system for vital records such as burial permits, birth and death certificates. To fully support DPH to meet the business needs and their customers in using the VitalChek System, Contractor shall enhance the VitalChek System to include DPH's requirements and entitlement rules.

The functional gap requirements below are identified as lack of functionality in the VitalChek System based on the study of the current VitalChek functionality. At a minimum, these functional gap requirements will be used to test and monitor the System functionality that shall consistently be met throughout the Term of this Agreement.

2. Functional Gap Requirements

Figure 1: Sample of DPH Vital Records Flow

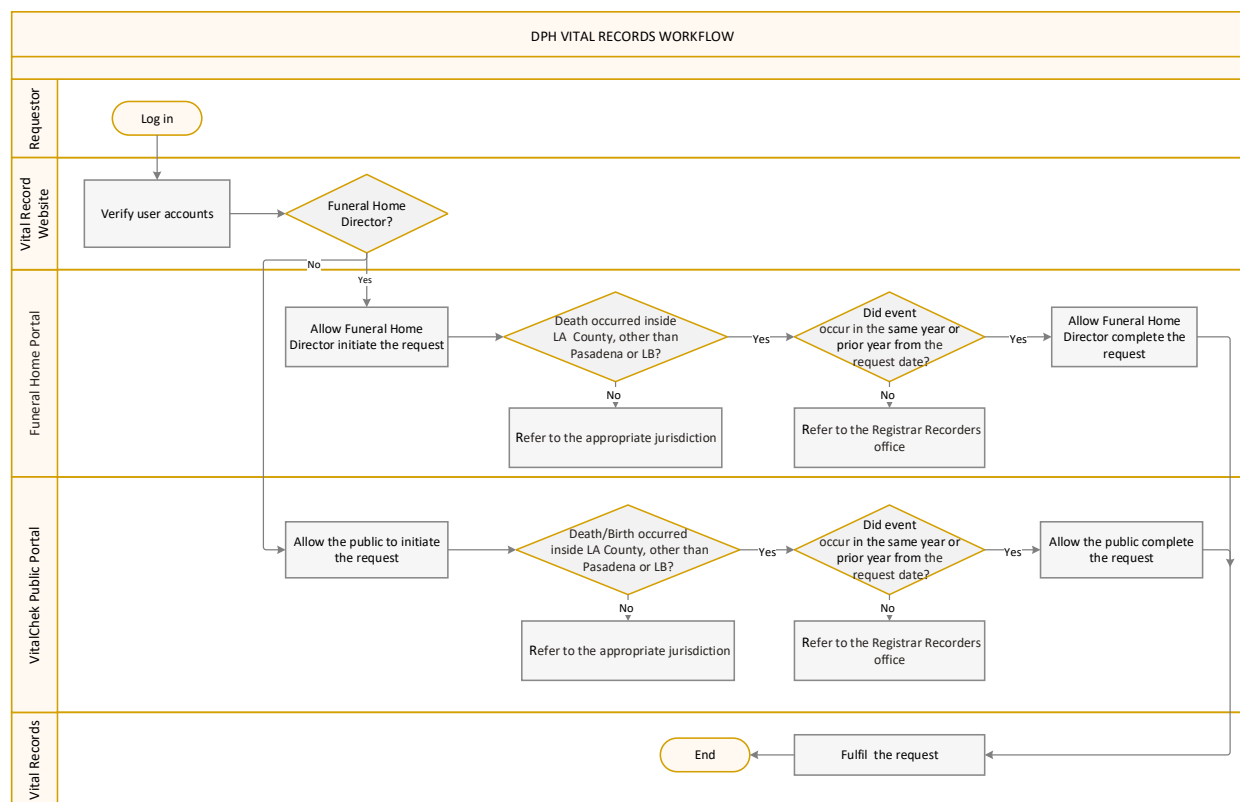


EXHIBIT B

Item #	Requirements	Functional Type	Need By
1. General Public: Birth and Death Certificate Request			
FR 1.0	<p>The system shall apply city and date of birth validations prior to the payment process as follows:</p> <p>Business rule validation:</p> <ol style="list-style-type: none"> 1. If a city, other than Long Beach and Pasadena, as indicated in Attachment 1 (City in Los Angeles County) is selected for the “What city were you/ they born in?” and 2. If date of birth is in the prior year or in the same year of the request date for the “What is your/their date of birth?” <p>Then the System shall only display “Los Angeles County Department of Public Health, Vital Records Office” as a government agency offers the death certificates; otherwise, direct the request to an appropriate agency.</p>	Functional Gap	Before go-live
FR 1.1	<p>The system shall apply city and date of death validations prior to the payment process as follows:</p> <p>Business rule validation:</p> <ol style="list-style-type: none"> 1. If a city, other than Long Beach and Pasadena, as indicated in Attachment 1 (City in Los Angeles County) is selected for the “Select the city where the death occurred?” and 2. If date of death is in the prior year or in same year of the request date for the “When did the death occur?” <p>Then the system shall only display “Los Angeles County Department of Public Health, Vital Records Office” as a government agency offers the death certificates; otherwise, direct the request to an appropriate agency.</p>	Functional Gap	Before go-live
2. Funeral Home Director (FHD): Death Certificates and Burial Permits Request via Funeral Home Portal			
FR 2.0	The System shall allow DPH Administrator to create, edit and delete FHD accounts.	Functional Gap	Before go-live
FR 2.1	The System shall allow DPH Administrator to control the access of authorized FHD based on user rights and role-based access.	Functional Gap	Before go-live

EXHIBIT B

Item #	Requirements	Functional Type	Need By
FR 2.2	The System shall allow FHD to access the VPS portal.	Functional Gap	Before go-live
FR 2.3	The System shall allow FHD to select one or more of the following services: Burial Permit, Emergency Filling Death Certificate, and/or Fetal Certificate	Functional Gap	Before go-live
FR 2.4	When Burial Permit, Death Certificate, and/or Fetal Certificate is selected, the system shall apply city and date of death validations prior to the payment process as follows: Business rule validation: <ol style="list-style-type: none"> If a city where death occurred, other than Long Beach and Pasadena, as indicated in Attachment 1 (City in Los Angeles County) is selected for the "City" And If Date of Death is in the prior year or in the same year of the request date Then the System shall only display "Los Angeles County Department of Public Health, Vital Records Office" as a government agency offers the death certificates; otherwise, the System shall direct the request to an appropriate agency.	Functional Gap	Before go-live
FR 2.5	When Burial Permit is selected, the System shall display Emergency Filling; otherwise hide this option. If Emergency Filling is selected, the System shall display the fee of this service.	Functional Gap	Before go-live
FR 2.6	The System shall allow FHD to enter the quantity of burial permit, death and/or fetal certificate, and shall display the fee of each service. Once quantity is entered, the System shall display the subtotal fee of each service, and grand total of all services.	Functional Gap	Before go-live
FR 2.7	The System shall store user information and notarized certificate of identity corresponding to each individual FHD account.	Functional Gap	Before go-live
3. DPH back-office Processing: VitalChek Product Suite (VPS)			
FR 3.0	The System shall allow DPH Administrator to create, edit and delete user accounts.	Functional Gap	Before go-live
FR 3.1	The System shall allow DPH Administrator to control the access of authorized users based on user rights and role-based access.	Functional Gap	Before go-live

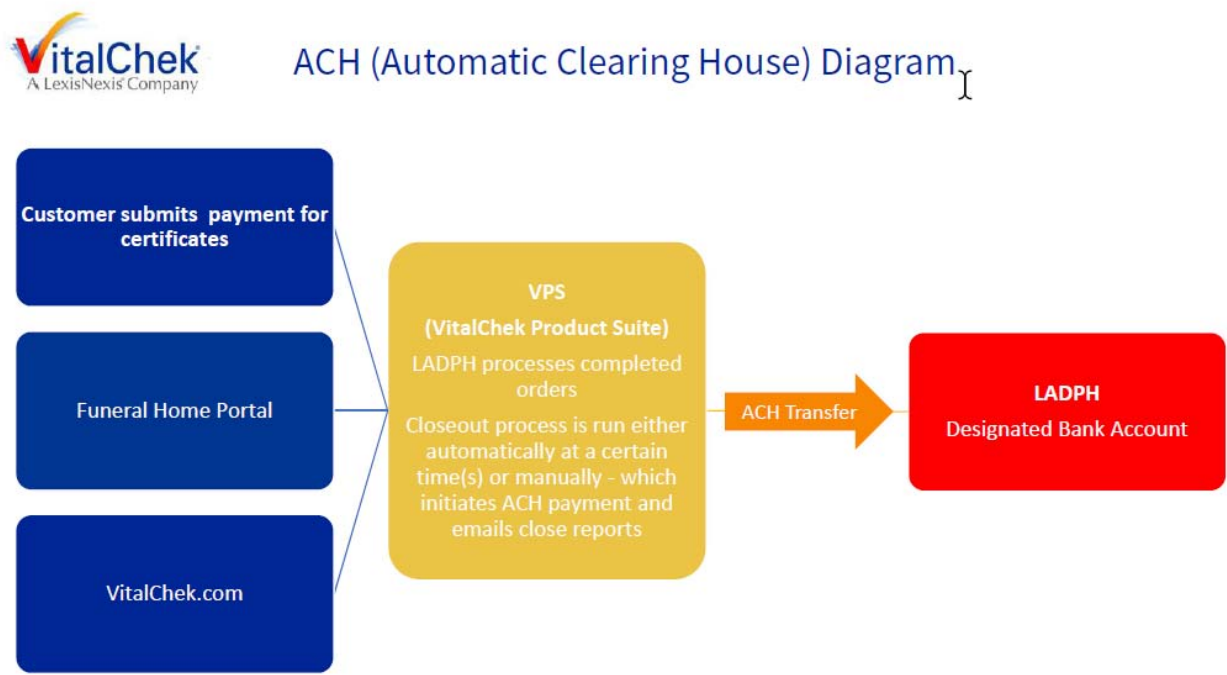
EXHIBIT B

Item #	Requirements	Functional Type	Need By
FR 3.2	The System shall allow DPH user to create password.	Functional Gap	Before go-live
FR 3.3	The System shall allow DPH user to change password when needed.	Functional Gap	Before go-live
FR 3.4	The System shall allow DPH user the ability to view all online vital record orders.	Functional Gap	Before go-live
FR 3.5	The System shall allow DPH user to search slips/receipts and print regular mail labels.	Functional Gap	Before go-live
FR 3.6	The System shall allow advanced order searches by Order Number, Status, Authorization Code, Phone Number, Certificate Holder Name, Bill to, Order Source, Applicant Name, Ship to Name, Date of Order.	Functional Gap	Before go-live
FR 3.7	The System shall provide DPH user the ability to preview, generate and send notifications to consumers via email.	Functional Gap	Before go-live
FR 3.8	The System shall automatically generate air bill and email tracking number for UPS orders.	Functional Gap	Before go-live
FR 3.9	The System shall allow DPH user to print and re-print: Shipping Reports Close reports (Detail and Summary) Batch Reports Batch Receipts	Functional Gap	Before go-live
FR 3.10	The System shall provide high-level summary of pending, in process, and completed transactions for the last 30 days by certificate type and shipping method.	Functional Gap	Before go-live
FR 3.11	The System shall apply the order closeout process that run automatically at the close of each business day for DPH.	Functional Gap	Before go-live
FR 3.12	The System shall generate an Automated Clearing House (ACH) payment to the DPH for the certificate fees. The process of ACH payment is shown in Figure 2 (ACH Diagram).	Functional Gap	Before go-live
FR 3.13	The System shall generate ACH notification email.	Functional Gap	Before go-live
FR 3.14	The System shall generate daily reconciliation reports, which provide a breakdown of the orders and the amount due to the DPH for certificate fees.	Functional Gap	Before go-live
FR 3.15	The System shall generate daily payment to DPH.	Functional Gap	Before go-live

EXHIBIT B

Item #	Requirements	Functional Type	Need By
FR 3.16	The System shall track and prevent concurrent logins. This can stop session hijacking and session replay attacks.	Functional Gap	Before go-live
FR 3.17	The System shall allow DPH user to have a single user ID and password that can be used on multiple devices.	Functional Gap	Before go-live
FR 3.18	The System shall allow DPH user to scan the notarized certificate of identify from the FHD.	Functional Gap	Before go-live
FR 3.19	The System shall store digital images of notarized certificate of identity corresponding to each individual FHD account.	Functional Gap	Before go-live

Figure 2:



Attachment 1: City in Los Angeles County

- Agoura Hills
- Alhambra
- Arcadia
- Artesia
- Avalon
- Azusa
- Baldwin Park
- Bell
- Bell Gardens
- Bellflower
- Beverly Hills
- Bradbury
- Burbank
- Calabasas
- Carson
- Cerritos
- Claremont
- Commerce, City of
- Compton
- Covina
- Cudahy
- Culver City
- Diamond Bar
- Downey
- Duarte
- El Monte
- El Segundo
- Gardena
- Glendale
- Glendora
- Hawaiian Gardens
- Hawthorne
- Hermosa Beach
- Hidden Hills
- Huntington Park
- Industry, City of
- Inglewood
- Irwindale
- La Cañada Flintridge
- La Mirada
- La Puente
- La Verne
- La Habra Heights
- Lakewood
- Lancaster
- Lawndale
- Lomita
- Los Angeles
- Lynwood
- Malibu
- Manhattan Beach
- Maywood
- Monrovia
- Montebello
- Monterey Park
- Norwalk
- Palmdale
- Palos Verdes Estates
- Paramount
- Pico Rivera
- Pomona
- Rancho Palos Verdes
- Redondo Beach
- Rolling Hills
- Rolling Hills Estates
- Rosemead
- San Dimas
- San Fernando
- San Gabriel
- San Marino
- Santa Clarita
- Santa Fe Springs
- Santa Monica
- Sierra Madre
- Signal Hill
- South El Monte
- South Gate
- South Pasadena
- Temple City
- Torrance
- Vernon
- Walnut
- West Covina
- West Hollywood
- Westlake Village
- Whittier

EXHIBIT C

SYSTEM MAINTENANCE AND OPERATIONAL SUPPORT SERVICES

FOR

**LEXISNEXIS VITALCHEK NETWORK, INC.
(VITALCHEK)**

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1. GENERAL

This Exhibit C (System Maintenance) sets forth the scope of, and Contractor's service level commitment regarding, the System, including Maintenance Services, Operational Support Services, Correction of Deficiencies, System Warranties and County's remedies for Contractor's failure to meet the service level commitment specified herein. Capitalized terms used in this Exhibit C without definition shall have the meanings given to such terms in the base Contract.

2. SCOPE OF SERVICES

2.1 DESCRIPTION

Contractor shall provide System Maintenance specified in the base Contract and this Exhibit C, as more fully described below. System Maintenance shall include Maintenance Services, Support Services and Warranties. System Maintenance and Operational Support Services shall commence in accordance with the provisions set forth in Section 3.0 (Work) of the base Contract and shall continue for the term of the Contract.

Contractor shall provide System Maintenance for the System from Contractor's business premises to fulfill its obligations under the Contract.

2.2 DEFINITIONS

1. As used herein, the term "Disabling Device(s)" shall have the meaning specified in Section 6.1 (General Warranties) below.
2. As used herein, the term "Downtime" shall have the same meaning as Deficiency of Priority Level 1.
3. As used herein, the term "Hardware Maintenance Period" shall mean the period during which any System Hardware Component is covered by the maintenance from the manufacturer of such Component.
4. As used herein, the term "Help Desk" shall mean Contractor's help desk for providing Support Services hereunder, as specified in Section 4.2 (Help Desk) below.
5. As used herein, the term "Maintenance Services" shall have the meaning specified in Section 3 (Maintenance Services) below.
6. As used herein, the term "Scheduled Downtime" shall have the meaning specified in Section 3.4 (Scheduled Maintenance) below.
7. As used herein, the term "Scheduled Maintenance" shall have the meaning specified in Section 3.4 (Scheduled Maintenance).
8. As used herein, the term "Software Update" shall have the meaning specified in Section 3.1 (Software Maintenance) below.

9. As used herein, the term "Support Hours" shall mean twenty-four (24) hours per day, seven (7) days per week, 365/366 days per year, unless otherwise specified.
10. As used herein, the term "Support Services" shall have the meaning specified in Section 4 (Support Services) below.
11. As used herein, the term "System Database" shall mean each instance of the System Software installed within the System environment irrespective of how many County Facilities it services.
12. As used herein, the term "System Improvement" shall have the meaning specified in Section 3.5 (System Review) below.
13. As used herein, the term "System Review" shall have the meaning specified in Section 3.5 (System Review) below.
14. As used herein, the term "Version Release" shall have the meaning specified in Section 3.1 (Software Maintenance) below.
15. As used herein, the term "Warranty Period" shall have the meaning specified in Section 6.4 (Services Warranties) below.

3. MAINTENANCE SERVICES

Contractor shall provide Services related to the maintenance of the System (hereinafter "Maintenance Services") as provided in this Section 3.

3.1 SOFTWARE MAINTENANCE

As part of Maintenance Services, Contractor shall provide Services related to the maintenance of the System Software (hereinafter "Software Maintenance"), including Software Updates and, as described in this Section 3.1.

3.1.1 System Software

As part of Maintenance Services, Contractor shall provide Software Updates to System Software to keep current with Contractor's technology standards upgrades and updates (including applicable enhancements, software modifications, patches and bug fixes, etc.) industry standards, Third Party Software upgrades and updates, regulatory and statutory changes and as provided to Contractor's general customer base in accordance with this Exhibit C.

In addition to Contractor's obligation to provide and support Updates, Contractor shall provide Version Releases to the System Software should Contractor determine that an Update, accumulation of Updates and/or other major upgrade, enhancement, modification or revision to the System Software are significant enough as to necessitate assigning a new and unique version name or number to the System Software. Additionally, Contractor shall offer to County each Version Release concurrently with or promptly after a Version Release is released to its general customer base.

Contractor shall notify County of all such Software Updates and/or Version Releases to the System Software prior to the anticipated installation date thereof. Installation of each Software Update and/or Version Releases shall be subject to prior written approval of County's Project Manager and shall be performed at a date and time mutually agreed to by the parties. Contractor's provision and installation of such Software Updates and/or Version Releases to the System Software shall be at no additional cost to County. If a security problem in the System Software (e.g., closing "back doors" or other intrusion-related problem) is identified by Contractor, County or any third party, Contractor shall provide to County within ten (10) calendar days of Contractor's knowledge of the existence of such security problem either a Software Update curing such security problem or a workaround and a mitigation plan approved by County's Project Manager for curing such security problem. This provision does not supersede any related security requirements of Exhibit D (Information Security Requirements). In the event of a conflict between the related security requirements of Exhibit D (Information Security Requirements) and this provision, the related security requirements of Exhibit D (Information Security Requirements) control.

3.1.2 Third Party Software

Maintenance Services shall also include ongoing maintenance of Third Party Software's compatibility with the System Software. Prior to the installation of any Third Party Software, Contractor shall test the compatibility of each update to the Third Party Software with County's then-current System Software and shall report its findings to County. Notwithstanding the foregoing, County understands that upgrades required to ensure ongoing compatibility with the System Software may require additional license fees related to hardware platform changes, as determined by the manufacturer of such Third Party Software. However, Contractor shall not charge County for any such additional licenses of such Third Party Software for the additional licenses.

Contractor shall ensure that the System Software is compatible with the required or critical updates to Third Party Software, including, without limitation, service and compatibility packs and security patches. Within seven (7) calendar days after release of such update, Contractor shall provide to County a notice of the update. County and Contractor shall then agree on a timeframe for the validation and installation of such update, not to exceed thirty (30) days from Contractor's notice.

In the event it is determined that any required update is not compatible with the System Software, Contractor shall provide County with a workaround to protect the integrity of the System Software until such time as the Deficiency is corrected. Compatibility issues with Third Party Software will be subject to Section 5 (Correction of Deficiencies) below.

3.2 HARDWARE MAINTENANCE

As part of Maintenance Services, Contractor shall provide Services related to the maintenance of the System Hardware (hereinafter "Hardware Maintenance"), including Hardware Updates, as described in this Section 3.2.

Hardware Maintenance shall include repair, upgrade and/or replacement of System Hardware Components in order for the System to comply with the System Requirements and the Warranties specified in this Contract and to support and be compatible with any System Modifications. Hardware Updates shall be provided at no cost to County during the applicable Hardware Maintenance Period pursuant to the terms of the pass-through Hardware Maintenance agreement from the manufacturer of such System Hardware.

3.3 REPLACEMENT PRODUCT

As part of Maintenance Services, Contractor shall provide during the Term of the Contract any Replacement Product in accordance with the provisions of Paragraph 9.11 (Maintenance and Support Services; Operations Services) of the base Contract.

3.4 SCHEDULED MAINTENANCE

As part of Maintenance Services, Contractor shall, on a regularly scheduled basis as agreed to by County and Contractor, perform System maintenance, including, but not limited to, monitoring disk space on which the System Software resides, reviewing System Software error logs, ensuring that all Interfaces are operational, monitoring System Software functionality and performing such other preventive maintenance necessary for the operation of the System in accordance with the Specifications (hereinafter "Scheduled Maintenance").

Unless agreed to otherwise in advance by County and Contractor, Contractor shall install all System Updates, including Hardware Updates, Software Updates and any Replacement Products, during Scheduled Downtime. For the purpose of this Exhibit C, "Scheduled Downtime" shall mean all time that the System Software cannot be accessed due to scheduled maintenance including, but not limited to, preventive maintenance, updates, upgrades, scheduled reboots and restarts. Contractor shall work with County to determine a mutually agreeable time for Scheduled Downtime.

3.5 SYSTEM REVIEW

On an annual basis and when requested in writing by County, Contractor agrees to review the System with County's assistance at no additional cost to County (hereinafter "System Review"). Such review may be requested by County: (i) if County adds new System Software modules; or (ii) if there are System Software modifications as a result of enhancements or regulatory changes; or (iii) at any time reasonably requested by County.

The System Review shall include:

1. review of County's utilization of the System, which shall include the version of the System Software, the number of licensed Users, the volume of Annual Raw Test Results and file retention, and
2. issuance of a new hardware configuration by Contractor, if applicable.

Upon completion of the System Review and Contractor's provision of its written recommendation, Contractor shall perform the changes and/or improvements

recommended by Contractor based upon County's then current:

1. version of the Software;
2. System Hardware configuration approved by Contractor;
3. the number of concurrent jobs;
4. Annual Raw Test Results; and
5. file retention.

Such changes and/or improvements to the System shall be provided at no cost to County if they fall within the scope of System Maintenance, including Maintenance Services and Operational Support Services, provided by Contractor as specified in this Exhibit C. Changes and/or improvements to the System outside of the scope of System Maintenance shall be provided by Contractor as (Custom Programming Modification) in accordance with an agreed upon Exhibit A (Scope of Work), but only if County accepts Contractor's justification and proof that failure to perform such changes and/or improvement shall materially impact System Performance.

4. OPERATIONAL SUPPORT SERVICES

4.1 SCOPE OF OPERATIONAL SUPPORT

Contractor's responsibilities for supporting the operation of the System (hereinafter "Operational Support Services") shall include identifying the cause of the problem reported, correcting all Deficiencies caused by the System Software and, for problems caused by other than the System Software, contacting and/or directing County to contact the provider of the System Component causing such problem, as provided in this Section 4. Contractor shall measure System performance against Performance Requirements Standards (PRS) Chart set forth in this Exhibit C, Section 6.3.

Requests for Operational Support Services will be submitted by authorized County staff in person or via telephone, pager, facsimile, mail or electronic mail (email) or any other reasonable means, including Contractor's online client support web portal. Contractor shall utilize and maintain an incident tracking system for tracking and reporting on all Deficiencies reported and discovered.

County Project Manager or another full-time qualified individual who is responsible for the day-to day coordination of the daily operation of the System Software will oversee the proper functioning of the System. This individual will also act as the liaison between County and Contractor as necessary to promptly advise and assist in the resolution of issues.

4.2 HELP DESK AND TECHNICAL SUPPORT

As part of Operational Support Services, Contractor shall perform technical support, Help Desk Services and operation related to the use of the System during the Support Hours, Contractor's Help Desk technical support shall include the following:

1. 24/7 Help desk established to assist customers placing orders via the Internet.
2. Toll-free phone number(s) to live technical support staff or via e-mail for assistance with any Contractor-owned equipment, including, but not limited to,

computer, printer, Express courier\regular mail scanner, software, authentication services, phone lines, and specific customizations, Monday through Saturday, 7:00 A.M. to 8:00 P.M., Pacific Time.

3. Reply e-mails shall not be automatically generated responses but should provide custom response to question.
4. Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 8:00 A.M. to 5:00 P.M., Pacific Time

Contractor shall use a System monitoring mechanism consisting of manual and/or automated remote monitoring tools to actively monitor the System. In the event that any of the remote monitoring tools detects a fault, Contractor shall immediately open a new service/problem ticket in Contractor's Help Desk system for resolution.

4.3 SOFTWARE SUPPORT

If a System problem, whether reported by County or discovered by Contractor, is caused by a Deficiency in the System Software, Contractor shall remedy any such Deficiency in accordance with Section 5 (Correction of Deficiencies) below to ensure that the System operates in accordance with the Specifications and the System Requirements, including, without limitation, System Performance Requirements.

4.4 HARDWARE SUPPORT

If a System problem, whether reported by County or discovered by Contractor, is caused by a System Hardware other than the System Software, Contractor shall provide onsite support to repair such System Hardware at DPH headquarters and district offices during normal business hours, Monday through Friday 8:00 A.M. to 5:00 P.M., except on County-recognized holidays (Refer to Appendix C, County Holidays).

4.5 DATA BACK-UP AND DATA/FILE RESTORATION

Contractor shall back up County Data (including digital documents as well as order information) on a quarterly basis on a mutually agreed upon media with Card number limited as required by applicable law, Data Security Guidelines, and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations at interval to maintain System recoverability.

Contractor shall store at least twelve (12) months of live County Data encrypted in 256-bit AES before archiving and provide County access to archived data via Compact Disc-Recordable (CD-R) or mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.

Contractor shall store archived data encrypted in 256-bit AES for at least five (5) years from termination or expiration of Contract. At end of such time, Contractor, at County's sole discretion and as permissible by Card Issuer, Card processor and Association Rules and applicable law, shall return said data to the County. Any changes to the encryption standard used must be agreed upon by both Contractor and the County's Project Managers.

Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.

5. CORRECTION OF DEFICIENCIES

5.1 IDENTIFICATION OF DEFICIENCIES

The Deficiencies under this Contract may be identified either as a result of Contractor's use of its own remote System monitoring tool or discovered by County or Contractor. Upon discovery of a Deficiency by Contractor, Contractor shall notify County's designated staff the Deficiency immediately after the incident is identified. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor's Help Desk for resolution in accordance with this Exhibit C.

The Priority Level of the Deficiency shall be assigned by County based on the definition set forth in Section 5.2.1 (Problem Correction Priorities) below. Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, County may, in its reasonable discretion, reevaluate and, if it so chooses, escalate or downgrade the Priority Level of the Deficiency pursuant to Section 5.2.3 (Priority Level Adjustment) below.

5.2 RESOLUTION OF DEFICIENCIES

5.2.1 Problem Correction Priorities

County shall assign one of the Priority Levels specified below to each incident of Deficiencies reported by County to Contractor's Help Desk and/or entered in Contractor's incident tracking system. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed "Response Time" specified below, while each such Deficiency shall be resolved within the specified "Resolution Time". Resolution Time shall start tolling when County notifies Contractor of a Deficiency by telephone or otherwise, including Contractor's Help Desk, and shall end when County reasonably determines that the Deficiency has been resolved.

PRIORITY LEVEL	DESCRIPTION OF DEFICIENCY	RESPONSE TIME	RESOLUTION TIME
1: Critical Downtime	Widespread System unavailability. Production System is down, or any System Component is completely or functionally inoperable, making a major operational impact on County, potentially posing a risk to patient care.	Thirty (30) minutes	Two (2) hours
2: Major	Problem that substantially degrades performance of any System Component or materially	Thirty (30) hours	Four (4) hours

	restricts business, but not entire System. Users can use System Software; but an important function of it is not available; operations are severely impacted; potential risk to patient care.		
3: Minor	A problem that causes only a minor impact on the use of the System or its performance. The problem can be easily circumvented but causes some functional restrictions. It does not have a critical or severe impact on operations or patient care.	Four (4) hours	Earlier of (a) the availability of next Software Update; or (b) 12 months of County's report thereof

5.2.2 Problem Resolution Process

For any Deficiency reported by County or discovered by Contractor, Contractor shall immediately, within one (1) hour of discovery, commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times specified in Section 5.2.1 (Problem Correction Priorities) above and elsewhere in the Contract. Contractor shall also immediately commence to develop a workaround or a fix for any Deficiency of Priority Level I.

In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor shall provide County with a written report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and approved by County's Project Manager or designee. The parties will jointly cooperate during this period of time.

Contractor shall maintain ongoing communication with County regarding the status of correction of all Deficiencies reported or discovered. In addition, County may contact Contractor personnel to inquire about the status of resolution of any Deficiency.

Failure by Contractor to resolve any Deficiency within the Resolution Time prescribed under Section 5.2.2 (Problem Resolution Process) shall entitle County to liquidated damages specified in Section 6.3 below.

5.2.3 Priority Level Adjustment

County, in its reasonable discretion, may escalate or downgrade a Priority Level of a Deficiency if the Deficiency meets the definition of the Priority Level as escalated or downgraded. A Deficiency may also be escalated by County, if the Deficiency persists or re-occurs, as determined by County's Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Section 5.2.1 (Problem Correction Priorities) above.

If a workaround may be provided by Contractor for a Deficiency, County and Contractor may agree to downgrade the Priority Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by Contractor by such agreed upon date, then County may escalate the Priority Level of the Deficiency back to the original Priority Level or higher, as provided herein.

6. WARRANTIES

6.1 GENERAL WARRANTIES

Contractor represents, warrants, covenants and agrees that throughout the Term of this Contract:

1. Contractor shall comply with the System Warranties, System Performance Warranties and Services Warranties as specified in this Paragraph 6.
2. With respect to intellectual property, (i) Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Contract to County; (ii) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) County is entitled to use the System without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Contract; (iv) this Contract and the System licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) during the Term of this Contract, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System (or any part thereof) in accordance with this Contract; and (vi) neither the performance of this Contract by Contractor, nor the License to or ownership by, and use by, County and its Users of the System in accordance with this Contract will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.
3. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any System Component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, (i) which has the potential or capability (a) of compromising the security of County's confidential or proprietary information or (b) of causing any unplanned interruption of the operations of, or accessibility of the System or any System Component to County or any User or (ii) which could alter, destroy or inhibit the

use of the System, any System Component or the data contained therein (collectively referred to for purposes of this Exhibit Bas "Disabling Device(s)"), which could block access to or prevent the use of the System or any System Component by County or Users. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any System Component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered System Component to contain any Disabling Device.

In addition, Contractor shall prevent viruses from being incorporated or introduced into the System Software or updates or enhancements thereto prior to delivery and installation thereof to County and shall prevent any viruses from being incorporated or introduced in the process of Contractor's loading of System Software, or updates and enhancements thereto, or being introduced in the process of Contractor's performance of online support. County acknowledges that Contractor is not necessarily the manufacturer of the virus protection software. The foregoing shall not apply to the use of license keys required to enable proper operation of the System Software.

6.2 SYSTEM WARRANTIES

Contractor also represents, warrants, covenants and agrees that throughout the Term of this Contract:

1. Contractor shall support the current Version Release of System Software and the most recent prior two (2) Version Releases for the Term of this Contract.
2. System Software shall be fully compatible with the rest of the System Software Components and any County software, approved by Contractor, operated by County on the County hardware, provided that Contractor shall not be liable for any issues resulting from the use of such County software impacting System Performance.
3. None of the System Software requires execution by County of software licenses with third parties.
4. The System as a whole shall be capable of delivering all of the functionality and meeting all specifications and requirements set forth in this Contract, this Exhibit C and any applicable Scope of Work.
5. Unless stated otherwise in the Contract, the Warranties applying to System Hardware and Third Party Software are limited to the pass-through warranties provided by manufacturer or provider of such System Hardware and Third Party Software, as applicable.

6.3 SYSTEM PERFORMANCE WARRANTIES

Contractor represents, warrants, covenants and agrees that they System shall meet the System Performance Requirements, including, but not limited to, those

related to System Response Time and System Availability as specified in the System Performance Requirements Chart of this Exhibit. All System Performance Deficiencies shall be deemed at a minimum as Priority Level 2 for the purpose of the correction of Deficiencies and other remedies.

System Performance Requirements Chart

Performance Requirement	Service	Monitoring Method	Liquidated Damages
Deficiency Correction	Contractor corrects Deficiencies within timeframe specified in each Priority Level.	Inspection/Observation.	\$500 per occurrence
System Availability	Contractor shall maintain the System Software at a highly available (99.9%) fully operational and available when its resources are called upon at a random point in time with the exception of Schedule Maintenance.	Contractor provides self- reporting, which provides System, processor & application utilization statistics. -County observation of production card processing transaction System uptime	\$500 per occurrence
Payment Processing	Contractor shall maintain the Payment processing services at a highly available (99.9%) fully redundant and capable of processing transactions 24hours per day, 365/366 days a year, with the exception of Schedule Maintenance.	Contractor provides self-reporting, which provides System, processor & application utilization statistics. -County Observation of production card processing transaction System uptime.	\$500 per occurrence.
System Response Time	Contractor shall provide System Response Time which does not exceed two (2) seconds response time as specified in each Component.	Contractor shall provide self-reporting to include System Response Time. -County observation of Transaction roundtrips.	\$500 per occurrence

6.4 SERVICES WARRANTIES

1. All Services, including System Maintenance and Operational Support Services, and those related to Custom Programming Modification, shall be performed by Contractor under this Contract in a timely and professional manner by qualified personnel, consistent with generally

accepted industry standards; and

2. All Custom Programming Modification provided by Contractor under this Contract shall be complete and shall conform to professional standards, as they exist in Contractor's profession or field of practice, as applicable (hereinafter "Warranty Period");
3. All Services shall comply with the applicable specifications and requirements set forth in this Contract, including any applicable Statement of Work and Exhibit C (System Maintenance and Operational Support Services);
4. The level of System Maintenance and Operational Support Services, including Maintenance Services and Operational Support Services, shall not degrade during the Term of the Contract.

7. SECURITY MONITORING AND REPORTING

In addition to the other monitoring and reporting requirements of the Contract, the Contractor shall perform the Services and provide the Hosting Services as set forth in Exhibit D (Information Security Requirements).

INFORMATION SECURITY REQUIREMENTS

This Exhibit sets forth information security controls to be established by Contractor and maintained throughout the term of the Contract. These controls are in addition to the requirements of the Contract, including any Exhibit in support of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information (PII), Protected Health Information (PHI), Medical Information (MI) and County's other Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks.

Failure to comply with this Exhibit will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Contract.

1. SECURITY PROGRAM

Contractor shall establish and maintain a formal, documented, mandated, company-wide Information Security Program, including security policies, standards and procedures and security controls. The Information Security Program will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. SECURITY OF SYSTEMS AND DEVICES

Contractor will use, as a minimum standard, manufacturer recommended hardware and software-hardening settings to minimize the system risk exposure on all servers, workstations, PCs, and mobile devices. These systems will maintain the latest security patches and have the latest virus definitions. Virus scans should be run daily and logged. All mobile devices storing County's Confidential Information (including PII, PHI, and MI) will be encrypted using a cipher no less than FIPS 140-2 and be managed by a Mobile Device Management system.

3. HARDWARE RETURN

Upon termination or expiration of the Contract or at any time upon County's request, Contractor shall return all hardware, if any, provided by County containing PII, PHI, MI and/or County's other Confidential Information to County. The PII, PHI, MI and/or County's other Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County

4. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process PII, PHI, MI, and/or County's other Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

5. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure

essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

6. ACCESS CONTROL

Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- 6.1. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- 6.2. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- 6.3. Applications will include access control to limit user access to information and application system functions; and
- 6.4. All systems will be monitored to detect deviation from access control policies and identify suspicious activity.
- 6.5. Contractor shall monitor user access adds, moves and changes and make appropriate access control account terminations.
- 6.6. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below Section 9.
- 6.7. Any access to data in the application will be via a multi-factor authentication (MFA) solution.

7. CONTRACTOR SECURITY AUDITS

Contractor shall conduct annual independent security audits and penetration testing listed below in subsections 7.1 and 7.2. Contractor shall provide to County a summary of: (1) the results of the security audits and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

- 7.1. One of the following: HITRUST Common Security Framework (CSF), ISO 27001:2013 (Information Security Management), or other audit(s) as approved by the Public Health Information Security Officer or designee, Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - 7.1.1. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - 7.1.2. **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards and requirements.
 - 7.1.3. **Penetration Test** – Manual and automated penetration testing, conducted by non-Contractor personnel, requiring at least some access to developers, documentation, code and authenticated access to the system, to help determine whether the security controls and configurations in place are providing appropriate protection.
 - 7.1.4. **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - 7.1.5. **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published by Contractor.
- 7.2. SSAE-16 (formerly known as SAS -70 II) or other audit(s) as approved by the Public Health Information Security Officer or designee – As to the Hosting Services only:
 - 7.2.1. Audit spans a full twelve (12) months of operation and is produced annually.

- 7.2.2. The resulting detailed report is available to County.
- 7.2.3. Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

8. SECURITY AUDITS

In addition to the audits described in Section 7 (Contractor Security Audits), during the term of this Contract, County or its third party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests and audits within reasonable timeframes.

9. SECURITY INCIDENT

- 9.1. Contractor shall promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- 9.2. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- 9.3. Contractor shall provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention and/or authorized destruction of PII, PHI, MI and/or County's other Confidential Information.
- 9.4. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.
- 9.5. As used herein, "Security Incident" has the meaning given to such term in the BAA (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).

Pricing Schedule

A foundation of the VitalChek model is a **no cost** approach to our agency partners. The following outlines the Fee associated with this service that would apply to consumers:

Online Ordering Fees

- VitalChek.com fee: \$9.00 per order
- Funeral Home Portal Pricing:
 - Credit Card Payments: 2.5 %
 - Electronic Check : \$0.95 (for non- guaranteed checks, refunds and bounced checks would need to be settled with LADPH)
 - Burial Permits can be submitted through the portal; either separately or as part of a certificate order
- Express carrier fee – For orders shipped Express delivery via VitalChek’s Express Courier account, VitalChek will charge the flat rate of \$18.50 for Continental United States, only. International shipping is available for an additional fee dependent on country.
- Regular mail fee – VitalChek can collect a fee set by DPH from the customer to pass through in order to cover regular mail shipping and handling costs.

In-Person Payment Solutions

- Payments processed through a Point of Sale Device: \$1.75 per transaction
- Kiosk Deployment for Vital Records Applications and Payments: \$3.75 per transaction

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO.: _____

COUNTY PROJECT DIRECTOR:

Name: David Cardenas
Title: Chief Information Officer
Address: Department of Public Health - Public Health Information Systems
5555 Ferguson Drive, Suite 100-04
Commerce, California 90022
Telephone: (323) 914-8163
E-Mail Address: dcardenas@ph.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Lisa Finkelstein
Title: Chief of DPH Vital Records
Address: Department of Public Health – Vital Records
5555 Ferguson Drive
Commerce, California 90022
Phone: (323) 914-7649
E-mail: LFinkelstein@ph.lacounty.gov

Name: _____
Title: _____
Address: _____

Phone: _____
E-mail: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____
Title: _____
Address: _____

Phone: _____
E-mail: _____

CONTRACTOR'S NAME: LexisNexis VitalChek Network, Inc.
(VitalChek)

CONTRACT NO.: PH-00XXXX

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: _____
Title: _____
Address: _____

Phone: _____
E-mail: _____

Name: _____
Title: _____
Address: _____

Phone: _____
E-mail: _____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____

Phone: _____
E-mail: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- I1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

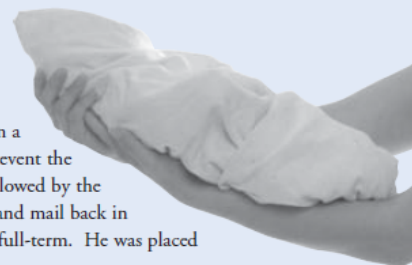
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		Email address:
Solicitation/Contract For _____ Services:		

The Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

SOLE SOURCE CHECKLIST

Department Name: Department of Public Health (DPH)X New Sole Source Contract LexisNexis VitalChek Network, Inc.☐ Existing Sole Source Contract Date Sole Source Contract Approved: _____

Check (v)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
X	<p>➤ Only one bona fide source (monopoly) for the service exists; performance and prices competition are not available. <i>A monopoly is an "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></p> <p>LexisNexis VitalChek Network, Inc. (VitalChek) is the only vendor that has the capability to store data, validate and authenticate the applicant's identity and that is able to provide encrypted sensitive data storage capacity to upload notarized certificate of identity with a robust identity authentication tool. As a trusted provider of state-of-the-art application verification and authentications methods that helps restrict non-entitled persons' access to government records, the VitalChek system will ensure a safe and convenient method to order official documents benefitting the Department and customer by increasing efficiencies while saving time and resources. The acquisition of VitalChek will provide DPH customers with additional payment options and the flexibility to request expedited mail services will greatly enhance customer service delivery to the public. VitalChek is an experienced provider that offers an agency absorbed, service/conveniences fee which protects DPH from financial and legal liability. Electronic payment and convenience to the public is maximized with VitalChek. Payment and payment website related issues experienced by citizens can be addressed by contacting VitalChek Customer Service, 24/7/365 days a year. DPH will be able to eliminate customer service support by ISD and a \$54,000 annual expense. VitalChek will be responsible for managing software updates and major releases ensuring the County's technology and services will be automatically updated and will remain current at all times.</p>
	➤ 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 with 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 options periods.
	➤ Maintenance and 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

OPS CLUSTER AGENDA REVIEW DATE	8/26/2020	
BOARD MEETING	9/8/2020	
DELEGATED AUTHORITY BL	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Workforce Development, Aging and Community Services	
SUBJECT	Sole Source Agreement Extension with RTZ Associates, Inc. for AAA GetCare System	
PROGRAM	Area Agency on Aging (AAA)	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No RTZ Associates, Inc. specifically customized GetCare- a cloud-based system to help AAA programs collect and report Older Americans Act (OAA) Title III and VII data to the California Department of Aging (CDA) via the California Aging Reporting System (CARS). GetCare is the only system on the market to offer seamless integration with California Aging Reporting System (CARS).	
DEADLINES/ TIME CONSTRAINTS	The current Agreement will expire on September 9, 2020.	
COST & FUNDING	Total cost: \$1,262,180	Funding source: Older Americans Act, IIIB Supportive Services (100%)
	TERMS (if applicable): One (1) year with three (3) optional one-year extensions	
	Explanation: Increase contract sum by \$262,255 for year one (1), \$834,925 for three (3) optional one-year extensions, and \$165,000 for pool dollars, for a total additional sum of \$1,262,180.	
PURPOSE OF REQUEST	The purpose is to request delegated authority from the Board for WDACS to execute a sole agreement with RTZ Associates, Inc., for the provision of the GetCare System, which automates data collection, reporting, and tracking of the Departments AAA program services. RTZ Associates Inc, is the State's vendor for their current CARS system. As a result, RTZ Associates, Inc, is the only firm able to offer a system that allows seamless integration of OAA data to CDA. In addition, maintaining the GetCare system will allow the County to save implementation and customization costs as well as an excessive learning curve for our existing 50 plus AAA contracted service providers as well as the Departments older adult clients.	
BACKGROUND (include internal/external issues that may exist)	The GetCare system is utilized by 500 end users comprised of Department AAA staff and 50 contract services providers. It supports the WDACS' AAA data collection and reporting operations within the County, in compliance with California Department of Aging (CDA) guidelines, as well as real time status and tracking of consumers and services from contracted AAA support vendors. In Fiscal Year 2018-19, the system was used to help deliver 2,244,011 meals to 34,451 unduplicated aged consumers. In addition, the system is customized to allow for extraction and transformation of its data for use within the Department's data warehouse for analysis and ah-hoc reporting. It is also integrated with WDACS' My Senior Center system (including client barcode identification cards) that tracks consumer information and events at the Department's Community and Senior Centers, and enables WDACS to link consumers, services and activities for both AAA and Community Senior Center programs.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Mike Agostinelli, Information Technology Manager I, (562) 425-1478, MAgostinelli@wdacs.lacounty.gov Lorenza Sanchez, Assistant Director, (213) 738-2645, LSanchez@wdacs.lacounty.gov 	



lacounty.gov

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COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

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Tel: 213-738-2600



wdacs.lacounty.gov

Otto Solórzano
Acting Director

"Connecting communities and improving the lives of all generations"

September 8, 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:

**APPROVE SOLE SOURCE AGREEMENT EXTENSION WITH RTZ ASSOCIATES,
INC.
FOR AREA AGENCY ON AGING (AAA) GETCARE SYSTEM
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

The County of Los Angeles' (County) Workforce Development, Aging and Community Services (WDACS) seeks delegated authority to execute a sole source Agreement extension with RTZ Associates, Inc., for the provision of the GetCare system, which automates data collection, reporting, and tracking of the Department's AAA program services. The current Agreement will expire on September 9, 2020. GetCare is a proprietary system owned and sold exclusively by RTZ Associates, Inc. and is the only firm able to perform maintenance of the system. Maintaining the GetCare system will allow the County to save implementation and customization costs and avoid an excessive learning curve for over fifty (50) existing AAA contracted service providers and the Department's older adult clients. The current competitive landscape has not yielded any new options that can benefit WDACS and its program participants; however, WDACS will continue to explore alternative options for the future.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Acting Director of WDACS, or designee, to approve and execute a sole source Agreement Amendment with RTZ Associates, Inc. for the provision and maintenance of the GetCare System, in an amount not to exceed \$1,262,180 in substantially similar form to Attachment I, subject to review and approval by County Counsel as to form. The Amendment will add \$262,255 for the initial extended term of one (1) year, \$270,125 for the first optional year, \$278,225 for the second optional year, \$286,575 for the third optional year, and \$165,000 for pool dollars to perform Optional Work (Software Modifications, Professional Services, and/or Additional Products) anytime during the extended term. The maximum term of the agreement will be for ten (10) years with a maximum obligation of \$3,304,180.
2. Delegate authority to the Acting Director of WDACS, or designee, to execute Amendments with Contractor as follows: 1) add or change certain terms or conditions in the Agreement as required by the Board or Chief Executive Officer, subject to the review and approval of County Counsel; and 2) to increase or decrease the contract amounts (including but not limited to baseline funds, one-time only funds, and/or supplemental monies), which may exceed 10% of the Maximum Agreement Sum in response to the availability of funding and/or based on contractor's performance, provided that: (a) the total allocation does not exceed available funding; and (b) WDACS obtains County Counsel approval as to form of the Amendment prior to any such Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION(S)

The recommended actions allow WDACS to extend the current Agreement as a sole source with RTZ Associates, Inc. for one (1) year with three (3) optional one (1) year renewals. WDACS seeks this extension on a sole source basis because the GetCare system provides an efficient software solution that effectively addresses the Department's requirement to track data from the 50+ AAA contracted service providers and report data to our grantor, the California Department of Aging (CDA), via the California Aging Reporting System (CARS). RTZ Associates, Inc. is also the State's vendor for its current CARS system. As a result, RTZ Associates, Inc. is the only firm able to offer a system that allows seamless integration of the Department's data to CDA's database.

The Department has worked closely with RTZ Associates, Inc. since 2012 to implement key customizations to the software to support WDACS' AAA case management, information and referral, assessment, intake/enrollment, service plan/delivery, financial management, vendor management, and reporting activities to ensure they meet the County's Needs. These customizations include:

- Development and implementation of real-time interface with CARS that enables WDACS to report detailed data on all consumers and services provided by contract agencies, as well as direct services provided by the Department;
- Enabling frequent data downloads into the Department's data warehouse, which allows for the creation of accurate dashboards, reports and data visualizations that enable the Department to make data-driven decisions;
- Functionality that easily allows contract agencies to input services using an ID card issued by the County to each client; and
- Integration of GetCare system with WDACS' My Senior Center system (using the County issued ID cards) that tracks consumer information and activities at the Department's Community and Senior Centers, and enables WDACS to link consumers, services and activities for both AAA and Community Center programs.

Procuring a similar system from another vendor would involve a lengthy system development and implementation project to support these current capabilities. Maintaining the existing system will avoid an estimated \$746,348 in costs to conduct a new solicitation, implement and customize a new system. Additionally, there will be cost savings as they relate to implementation, transition and training for our 50+ service providers and avoidance of an excessive learning curve for the users. Moreover, procuring a new system would result in changes in the consumer's identity verification process for service delivery, which will require a significant change management effort to prepare the Department's older adult clients to learn a new process to access services.

In summary, it is in the best economic interest of the County to approve a sole source Amendment with RTZ for the following reasons: (1) The GetCare system is highly customized and tailored to the County's specific needs, including identification and delivery of services to clients, supporting data-driven decision-making and enabling real-time reporting to the State's CARS system; and (2) The continued use of the GetCare system will avoid costs associated with transitioning to a different system and conducting a new procurement, as well as eliminate the need to train and educate service providers and older adults to use a new system.

Implementation of Strategic Plan Goals

The recommended actions support: (1) Goal II, Strategy II.2 - Support the Wellness of Our Communities; (2) Goal III, Strategy III.2 - Embrace Digital Government for the Benefit of Our Internal Customers and Communities; and (3) Goal III, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The \$1,262,180 estimated funding for the system is provided by the Older Americans Act, Title IIIB Supportive Services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The GetCare system is utilized by 500 end users comprised of Department AAA staff and 50+ contract services providers. It supports WDACS' AAA data collection and reporting operations within the County, in compliance with CDA guidelines, as well as enabling real time tracking of consumers and services from contracted AAA service providers.

In Fiscal Year 2018-19, the system was used to help deliver 2,244,011 meals to 34,451 older adult (age 60 and above) consumers. GetCare also tracks a variety of other critical services for older adults, including: supportive services for older adults and family caregivers; legal services; investigation and resolution of complaints for clients in long-term care facilities; and counseling, training, and workshops related to health insurance, disease prevention and health promotion.

The CIO has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment II).

CONTRACTING PROCESS

The RTZ Agreement was awarded in October 2012 after a competitive solicitation. On February 19, 2013, the Board authorized the Director of WDACS (then Community and Senior Services) to finalize and execute an Agreement with RTZ for the provision of the GetCare system for AAA data collection and reporting for a term of four (4) years and two (2) optional one-year term extensions.

WDACS executed the Agreement on March 6, 2013, final acceptance of the system occurred on September 10, 2014, and the Agreement is set to expire on September 9, 2020. WDACS notified your Board on May 7, 2020 of its intent to enter into a sole source Contract Amendment with RTZ Associates, Inc. to extend the Contract term for one (1) year with three (3) optional one-year renewals, for a total amount estimated at \$1,262,180 (Attachment III, Notification to Board).

The required Sole Source Checklist and justification approved by CEO are attached (Attachment IV).

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will ensure the continued and uninterrupted provision and tracking of critical services provided by WDACS for older adults.

Each Supervisor
September 8, 2020

CONCLUSION

Upon your approval of the recommended actions, the WDACS Acting Director, or designee, will proceed to execute the amendments as noted herein. Should you have any questions, please contact me directly, or your staff may contact Mr. Kevin Anderson, Special Assistant, at (213) 738-2593.

Respectfully submitted,

Reviewed by:

OTTO SOLÓRZANO
Acting Director

WILLIAM S. KEHOE
Chief Information Officer

OS:PG:CD:
HK:RT

Attachments

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

AREA AGENCY ON AGING (AAA) SOLUTION AGREEMENT

AMENDMENT NUMBER ONE

This Amendment Number One ("Amendment No. 1") is entered into by and between the County of Los Angeles through its department of Workforce Development, Aging and Community Services ("County" or "WDACS") and RTZ Associates, Inc. ("Contractor"), effective as of September 10, 2020.

WHEREAS, County and Contractor have entered into the AAA Solution Agreement, effective as of March 6, 2013 (the "Agreement") for the provision and maintenance of the GetCare system for AAA data collection and reporting;

WHEREAS, the Agreement was extended for two optional one-year extensions through September 9, 2020 as neither the County nor Contractor exercised the 30-day written notice of non-renewal that was provided for in the Original Agreement under Paragraph 7.2, Extended Term;

WHEREAS, County and Contractor desire to amend the Original Agreement to further extend the term of the Agreement for one (1) year commencing on September 10, 2020 through September 9, 2021 with the option to exercise three (3) additional one-year extensions thereafter;

WHEREAS, County and Contractor additionally desire to update certain provisions of the Original Agreement required by the County's Board of Supervisors to reflect changes made since County and Contractor entered into the Original Agreement; and

WHEREAS, upon execution of this Amendment Number 1, together with the original Agreement executed March 6, 2013 and any other amendments that may be entered into, shall collectively be referred to as the "Agreement," and consistent with the professional standard of care for these services

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall have full force and effect as if fully set forth herein.
2. Paragraph 1, Applicable Documents, Subparagraph 1.1, Interpretation, of the Agreement is deleted in its entirety and replaced as follows:

"The provisions of this document (hereinafter "Base Agreement"), along with Exhibits A, B, C, D, E, F, G, H, I, J, K, N, O, P, Q, and R including all Attachments and Schedules thereto, attached hereto, and Exhibits L and M, not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as "Agreement." In the event of any conflict or inconsistency in the definition or

interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

Exhibit A – Statement of Work

Attachment A.1 - System Requirements

Attachment A.2 - System Configuration

Attachment A.3 - Base Application

Exhibit B – Pricing Schedule

Schedule B.1 – Optional Work Schedule

Schedule B.2 – Extended Term Pricing

Exhibit C – Project Schedule

Exhibit D – Service Level Agreement

Schedule D.1 – Network Data Classification Standard

Schedule D.2 - IT Confidentiality and Acceptable Use Agreement

Exhibit E- Administration of Agreement

Exhibit F- Contractor Acknowledgement, Confidentiality and Copyright
Assignment Agreement

Exhibit G – Contractor's EEO Certification

Exhibit H – Jury Service Program

Exhibit I – Safely Surrendered Baby Law

Exhibit J – Charitable Contribution Certification

Exhibit K – Source Code Escrow Agreement

Exhibit L – Request for Proposals (incorporated by reference)

Exhibit M – Contractor's Proposal (incorporated by reference)

Exhibit N – Contractor's Compliance with Encryption Requirements

Exhibit O – Business Associate Agreement Under the Health Insurance Portability
and Accountability Act of 1996 ("HIPAA")

Exhibit P- FEMA COVID-19 Provisions

Exhibit Q- Attestation of Willingness to Consider GAIN-GROW Participants

Exhibit R- Zero Tolerance Policy on Human Trafficking Certification"

3. Paragraph 3, Administration of Agreement – Contractor, Subparagraph 3.4, Background and Security Investigations, Subparagraph 3.4.1, of the Agreement is deleted in its entirety and replaced as follows:

"3.4 BACKGROUND AND SECURITY INVESTIGATIONS

3.4.1 Each of Contractor's staff/employees providing Services under this Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to provide Services under this Agreement. This background investigation shall be conducted on an annual basis throughout the entire term of this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. For purposes of this Agreement, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Contractor or other individuals who provide Services on behalf of Contractor pursuant to this Agreement. For Work performed under this Agreement, sensitive positions include (but is not limited to) the following:

- 3.4.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).
- 3.4.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).
- 3.4.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).
- 3.4.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).

3.4.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.)."

4. Paragraph 7, Term, Subparagraph 7.1, Initial Term, of the body of the Agreement is deleted in its entirety and amended as follows to reflect Final Acceptance occurring on September 10, 2014:

"7.1 INITIAL TERM

The term of this Agreement shall commence upon the Effective Date and shall expire four (4) years following the Final Acceptance of the Solution, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter "Initial Term"). Final Acceptance occurred on September 10, 2014."

5. Paragraph 7, Term, Subparagraph 7.2, Extended Term, of the body of the Agreement is deleted in its entirety and amended as follows to add another term of one (1) year to the Extended Term of the Agreement, effective September 10, 2020 through September 9, 2021, with three (3) optional one-year extensions remaining:

"7.2 EXTENDED TERM

At the end of the Initial Term, County may, at its sole option, extend this Agreement for up to six (6) additional consecutive one (1) year terms (hereinafter "Extended Term"), at one year at a time, subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Agreement providing for early termination of the Agreement by County. If County elects not to exercise its option to extend at the end of the Initial Term, or the Extended Term, as applicable, the remaining option(s) shall automatically lapse. County shall be deemed to have exercised its extension option(s) automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, as applicable, County notifies in writing Contractor that it elects not to extend the Agreement pursuant to this Paragraph 7.

As of Amendment No. 1, an additional one year was added to the Extended Term, effective September 10, 2020 through September 9, 2021, with only three (3) optional one-year extensions remaining.

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

6. Paragraph 7, Term, new Subparagraph 7.5, Contractor's Performance History, is added to the Agreement as follows:

"7.5 CONTRACTOR'S PERFORMANCE HISTORY

7.5.1 Contractor acknowledges County maintains databases that track/monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Agreement term extension option."

7. Paragraph 8, Contract Sum, Subparagraph 8.1, Maximum Contract Sum, new Subparagraph 8.1.1 is added to the Agreement as follows:

"8.1.1 The Maximum Contract Sum shall be increased from Two Million Forty-Two Thousand Dollars (\$2,042,000) to Three Million Three Hundred Four Thousand One Hundred Eighty Dollars (\$3,304,180), which is an increase of One Million Two Hundred Sixty Two Thousand One Hundred Eighty Dollars (\$1,262,180) to accommodate the continued licensing, hosting, and maintenance work required during the extended term of the Agreement. See table below for extended term pricing:

Extended Years Under Amendment No. 1	Annual Fees
Year 1: 2020-21	\$262,255
Year 2 Renewal (Optional): 2021-22	\$270,125
Year 3 Renewal (Optional): 2022-23	\$278,225
Year 4 Renewal (Optional): 2023-24	\$286,575
Pool Dollars	\$165,000
Total	\$1,262,180

8. Paragraph 13, Indemnification, of the Agreement is deleted in its entirety and replaced as follows:

"13 INDEMNIFICATION

13.1 Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees."

8. Paragraph 14, Workers Compensation and Employers' Liability Insurance, of the Agreement is deleted in its entirety and replaced as follows:

"14.1 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. "

9. New Paragraph 14.7, Technology Errors & Omissions Insurance, is added to the Agreement as follows:

"14.7 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or

hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$5 million."

10. New Paragraph 14.8, Privacy/Network Security (Cyber) Liability, is added to the Agreement as follows:

"14.8 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$5 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy."

11. Paragraph 18, Confidentiality and Security, new Subparagraph 18.4, Encryption on Workstations and Portable Computing Devices, is added to the Agreement as follows:

"18.4 ENCRYPTION ON WORKSTATIONS AND PORTABLE COMPUTING DEVICES

- 18.4.1 Contractor shall use software and/or hardware encryption methods for Confidential Information stored on all electronic media in accordance with the following standards:
 - 18.4.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.
 - 18.4.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3).
 - 18.4.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).
 - 18.4.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).
 - 18.4.1.5 At a minimum, Contractor shall use Advanced Encryption Standard ("AES") with cipher strength of 256-bit
 - 18.4.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of Confidential Information, Contractor shall obtain written approval from County's Contract Manager.

- 18.4.2 Contractor shall use software and/or hardware encryption methods for transmitted (i.e., through network transmission) Confidential Information in accordance with the following standards:
 - 18.4.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).
 - 18.4.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).
- 18.4.3 Contractor shall have operational policies, procedures and practices which protect Confidential Information as specified herein and in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); and, County's Board of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).
- 18.4.4 Contractor shall encrypt confidential, sensitive and/or personal Confidential Information which is stored on all electronic media (including workstations, portable computing devices (including, but not limited to, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).
- 18.4.5 Removable Media
 - 18.4.5.1 Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of removable media. For purposes of this Agreement, removable media means portable or removable hard disks, floppy disks, universal serial bus (USB) memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., secure digital (SD), memory sticks (MS), compact flash (CF), smart media (SM), multimedia card (MMC), and xD-picture card

(xD)), magnetic tape and all other removable data storage media.

- 18.4.6 In the event that Contractor will have Confidential Information on or accessed by mobile devices, Contractor shall have in place, a mobile computing policy, reviewable and audited by County. This policy must address device recovery and data eradication methods, the mobile device management capabilities in place, the use of personal devices versus Contractor-supplied devices and all applications that may have access to or render Confidential Information.
- 18.4.7 Data Control and Media Servicing
- 18.4.7.1 Contractor shall adhere to the requirements for back-up data stored by Contractor at off-site facilities as provided in this Paragraph 18.4.7.
- 18.4.7.2 Confidential Information shall only be made available and accessible to those parties explicitly authorized under this Agreement or otherwise expressly approved by County in writing.
- 18.4.7.3 If transferred across the Internet, any wireless network (e.g., cellular, Bluetooth, 802.11x, or similar technology), or other public or shared networks, Confidential Information must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 (Guidelines for the Selection and use of Transport Layer Security Implementations).
- 18.4.7.4 If transferred using removable media (as defined above), Confidential Information must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).
- 18.4.7.5 In the event any hardware, storage media or removable media must be sent off-site for servicing, Contractor shall ensure that all Confidential Information, including Personally Identifiable Information, Protected Health Information and Medical Information, have been cleared, purged and/or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88 (Guidelines for Media Sanitization).

18.4.8 Contractor shall certify its compliance with the encryption standards noted herein as a condition of continuing this Agreement. Contractor shall provide such certification by completing and submitting Exhibit M (Contractor's Compliance with Encryption Requirements) in the form and manner as determined by County. Contractor shall maintain compliance with this policy during the term of this Agreement and for as long as Contractor maintains or is in possession of Confidential Information. In addition to the foregoing certification, Contractor shall maintain any validation/attestation reports that the data encryption product generates and such reports shall be subject to audit in accordance with the requirements outlined in Paragraph 29 (Records and Audits). In the event of Contractor's non-compliance with these requirements, County will require Contractor to develop and execute a corrective action plan. Contractor's failure to comply with this policy may subject Contractor to suspension or termination of this Agreement, denial of access to County information technology resources and/or other remedies which are deemed appropriate by County."

12. Paragraph 21, Termination for Convenience, is deleted in its entirety and replaced as follows:

"21 Termination for Convenience

21.1 This Agreement may not be terminated for convenience. In the event that County has purported to terminate this Agreement for default by notice pursuant to Paragraph 20 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination."

13. Paragraph 30, County's Quality Assurance Plan, is deleted in its entirety and replaced as follows:

"30 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) will monitor the Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor

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

14. Paragraph 37, Contract Hiring, Subparagraph 37.2, Consideration GAIN/GROW Program Participants for Employment, of the Agreement is deleted in its entirety and replaced as follows:

"37.2 CONSIDERATION OF HIRING GAIN AND GROW PARTICIPANTS

37.2.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

15. Paragraph 45, Safely Surrendered Baby Law, of the Agreement is deleted in its entirety and replaced as follows:

"45.1 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

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

- 45.2.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org."

16. Paragraph 50, Shred Documents, of the Agreement is deleted in its entirety and replaced as follows:

"50 DATA DESTRUCTION

- 50.1 Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88>
Rev.%201
- 50.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.
- 50.3 Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10)

business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable."

17. New Paragraph 78, Compliance with County's Zero Tolerance Human Trafficking Policy, is added to the Agreement as follows:

"78. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

78.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

78.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

78.3 Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement."

18. New Paragraph 79, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), is added to the Agreement as follows:

"79 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

79.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit O, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")."

19. New Paragraph 80, Time Off for Voting, is added to the Agreement as follows:

"80 TIME OFF FOR VOTING

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

20. New Paragraph 81, Compliance with the County Policy of Equity, is added to the Agreement as follows:

"81.1 The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability."

21. New Paragraph 82, Default Method of Payment: Direct Deposit or Electronic Funds Transfer, is added to the agreement as follows:

"82 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

82.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

82.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and

comply with all accounting, record keeping, and tax reporting requirements.

82.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

82.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests."

22. New Paragraph 83, Compliance with Fair Chance Employment Practices, is added to the Agreement as follows:

"83.1 Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement."

23. New Paragraph 84, Assignment and Delegation/Mergers or Acquisitions, is added to the Agreement as follows:

"84.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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

- 84.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 84.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."
24. Exhibit B (Pricing Schedule), of the Agreement is amended to add the attached Schedule B.2, Extended Term Pricing.
25. Exhibit E (Administration of Agreement), of the Agreement is deleted in its entirety and replaced with the attached Exhibit E (Administration of Agreement).
26. Exhibit F (Confidentiality and Assignment Agreement), of the Agreement is deleted in its entirety and replaced with the attached Exhibit F (Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement).
27. Exhibit I (Safely Surrendered Baby Law), of the agreement is deleted in its entirety and replaced with the attached Exhibit I (Safely Surrendered Baby Law).
28. New Exhibit N (Contractor's Compliance with Encryption Requirements) is added to the Agreement.
29. New Exhibit O (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) is added to the Agreement.
30. New Exhibit P (FEMA COVID-19 Provisions) is added to the Agreement.
31. New Exhibit Q (Attestation of Willingness to Consider GAIN-GROW Participants) is added to the Agreement.

32. New Exhibit R (Zero Tolerance Policy on Human Trafficking Certification) is added to the Agreement.

Except for the changes specifically set forth in this Amendment, the Agreement shall not be changed in any other respect, with all other terms and conditions remaining in full force and effect.

[Document continues on next page.]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment One** to be subscribed on its behalf by the Acting Director of Workforce Development, Aging and Community Services, and the Contractor has subscribed the same through its Authorized Representative. The Authorized Representative(s) signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind Contractor.

COUNTY OF LOS ANGELES

By _____ Date _____
 Otto Solórzano, Acting Director
 County of Los Angeles
 Workforce Development, Aging
 and Community Services

SUBRECIPIENT

 Contractor Legal Name

By _____ Date _____
 Name of Authorized
 Representative

 Title

 Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
 Mary C. Wickham, County Counsel

By _____
 Truc Moore
 Principal Deputy County Counsel

**EXHIBIT B – PRICING SCHEDULE
SCHEDULE B.2 (EXTENDED TERM)
AMENDMENT NO. 1**

Schedule B.2 for Extended Term Pricing

September 10, 2020 through September 9, 2021

Extended Years Under Amendment No. 1	Annual Fees
Year 1: 2020-21	\$262,255
Year 2 Renewal (Optional): 2021-22	\$270,125
Year 3 Renewal (Optional): 2022-23	\$278,225
Year 4 Renewal (Optional): 2023-24	\$286,575
Pool Dollars	\$165,000
Total	\$1,262,180

Pricing: RTZ will continue to provide hosting, maintenance, and support services meeting/exceeding the security and service levels put forth in the Original Agreement at the above prices.

Pool Dollars: Optional Work will be paid for using Pool Dollars anytime during the term of the extended agreement. Optional Work includes Software Modifications, Professional Services and/or Additional Products,

User Licenses: Pricing includes up to 500 user licenses for WDACS and contracted providers. No discounts shall apply for unused licenses. WDACS can purchase additional user licenses if needed at any point in the future using Pool Dollars. A block of 50 user licenses would add \$2,000 per month to service fees.

Limitation of Scope: Pricing excludes completion of client-specific documentation or client-specific system customization. Such services can be billed at our standard hourly rate of \$165, or at a quoted fixed price once detailed specifications are received. In addition, pricing excludes onsite services. Onsite services are defined as RTZ personnel visiting a client-specified location. If or when WDACS requests onsite visit, RTZ will provide a quote for approval based on the location, duration, and personnel required. When developing a quote, RTZ looks at personnel time/rates as well as the actual travel expenses incurred for coach airfare, mid-tier car rental or ride-share service, and business-upgrade lodging.

EXHIBIT E
(ADMINISTRATION OF AGREEMENT)

FISCAL YEAR: 2020-2021

COUNTY'S DEPARTMENT HEAD

Name: Mr. Otto Solórzano
Title: Acting Director
Address: 3175 West Sixth Street
 Los Angeles, Ca 90020
Telephone: (213) 737-2617
E-Mail Address: osolorzano@wdacs.lacounty.gov

COUNTY'S CONTRACT MANAGER

Name: Ms. Carol Domingo
Title: Program Manager
Address: 3175 West Sixth Street
 Los Angeles, CA 90020
Telephone: (213) 639-6339
E-Mail Address: cdomingostephen@wdacs.lacounty.gov

COUNTY'S PROJECT MANAGER

Name: Mr. Jorge Merchan
Title: Information Technology Supervisor
Address: 3175 West Sixth Street
 Los Angeles, CA 90020
Telephone: (213) 738-3148
E-Mail Address: jmerchan@wdacs.lacounty.gov

COUNTY'S COMPLIANCE MANAGER

Name: Ms. Stephanie Maxberry
Title: Program Manager
Address: 3175 West Sixth Street
 Los Angeles, Ca 90020
Telephone: (213) 738-2015
E-Mail Address: smaxberry@wdacs.lacounty.gov

COUNTY'S EMERGENCY COORDINATOR

Name: Ms. Ellie Wolfe
Title: Program Manager
Address: 3175 West Sixth Street
 Los Angeles, Ca 90020
Telephone: (213) 738-2681
E-Mail Address: ewolfe@wdacs.lacounty.gov

EXHIBIT F
(CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY AND COPYRIGHT
ASSIGNMENT AGREEMENT)

GENERAL INFORMATION:

Contractor has entered into this Contract with the County of Los Angeles to provide certain services to the County. County of Los Angeles requires Contractor to sign this Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement (Confidentiality Agreement).

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that Contractor employees, consultants, outsourced vendors and independent contractors (Contractor's Staff) that will provide services under this Contract are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of Work under this Contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of their performance of Work under this Contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with Work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County of Los Angeles. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. County of Los Angeles has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County Work, the County of Los Angeles must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of the Work to be provided by Contractor's Staff for the County of Los Angeles.

Contractor and Contractor's Staff hereby agree that they will not divulge to any unauthorized person(s) any data or information obtained while performing Work pursuant to this Contract between Contractor and the County of Los Angeles. Contractor and

Contractor's Staff agree to forward all requests for the release of any data or information received to County's Program Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this Confidentiality Agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this Confidentiality Agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to this Contract, and all Works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County of Los Angeles. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County of Los Angeles in perpetuity for all purposes all Contractor's and Contractor's Staff's right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County of Los Angeles, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this Contract, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Attachment A (Individual's Assignment and Transfer of Copyright), attached hereto and incorporated herein by reference.

County of Los Angeles shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Notwithstanding the foregoing, none of the hosted services Contractor provides County will become County property as a result of the services provided hereunder.

Contractor and Contractor's Staff acknowledge that violation of this Confidentiality Agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

[Click here to enter text.](#)

Contractor's Name

[Click here to enter text.](#)

Subaward Number

[Click here to enter text.](#)

Name of Authorized Representative

[Click here to enter text.](#)

Title of Authorized Representative

Authorized Representative's Signature

[Click here to enter a date.](#)

Date

ATTACHMENT A (INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT)

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of
Los Angeles Agreement Number _____ for _____,
dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

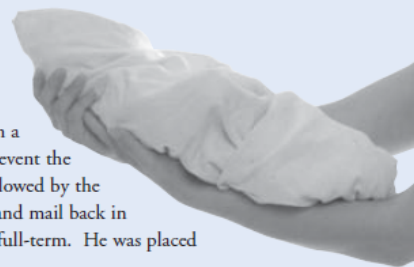
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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

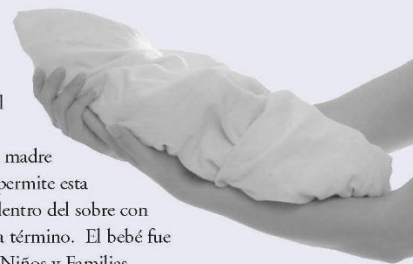


EXHIBIT N
(CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS)

Contractor shall provide information about its data encryption practices. Contractor acknowledges that the information provided on this form certifies that Contractor will comply with County of Los Angeles Board of Supervisor's Policy Manual Chapter 5 (Contracting and Purchasing) Policy Number 5.200 (Contractor Protection of Electronic County Information) during the term of the Contract.

REQUIREMENT	COMPLIANCE RESPONSE	VALIDATION/ ATTESTATION REPORTS AVAILABLE
Will County Information Assets (defined in Paragraph 1.3 (Definitions)) stored on your workstation(s) be encrypted?	Choose an item.	Choose an item.
Will County Information Assets stored on your laptop(s) be encrypted?	Choose an item.	Choose an item.
Will County Information Assets stored on removable media be encrypted?	Choose an item.	Choose an item.
Will County data be encrypted when transmitted?	Choose an item.	Choose an item.
Will County Information Assets be stored on remote servers (i.e., cloud storage, Software-as-a-Service (SaaS))?	Choose an item.	Choose an item.
Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	Choose an item.	

Declaration

I declare under penalty of perjury under the laws of the State of California that the information stated herein is true and correct.

[Click here to enter text.](#)

Contractor's Name

[Click here to enter text.](#)

Name of Authorized Representative

[Click here to enter text.](#)

Title of Authorized Representative

[Click here to enter a date.](#)

Authorized Representative's Signature

Date

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a

toll-free telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by

Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by

Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
 - 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
 - 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

FEMA COVID-19 Provisions

A. CLEAN AIR AND WATER REQUIREMENTS.

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to County and understand and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the Regional Office of the Environmental Protection Agency (EPA).
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. DEBARMENT AND SUSPENSION CLAUSE.

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.905), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).

1. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.
2. Contractor agrees to the provisions of Attachment 1, Certification Regarding Lobbying, attached hereto and incorporated herein.
3. Contractor agrees to include paragraphs 1 and 2 above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

D. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322).

1. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

E. ACCESS TO RECORDS.

The following access to records requirements apply to this Agreement:

1. Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

F. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS.

Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA prior e-approval.

G. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

H. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

I. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT Q
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

Exhibit R

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

DRAFT

Attachment II



William S. Kehoe
CHIEF INFORMATION OFFICER

Office of the CIO CIO Analysis

BOARD AGENDA DATE:

Board date

SUBJECT:

**REQUEST FOR APPROVAL OF SOLE SOURCE CONTRACT EXTENSION WITH RTZ ASSOCIATES, INC
FOR AREA AGENCY ON AGING GETCARE SYSTEM**

CONTRACT TYPE:

☐ New Contract ☒ Sole Source ☒ Amendment to Contract #:

SUMMARY:

The Workforce Development, Aging and Community Services (WDACS) is requesting Board authorization to execute a sole-source Contract Amendment with RTZ Associates, Inc. (RTZ) for continued provision and maintenance of the GetCare system, a Software as a Service (SaaS) application, which automates data collection, reporting, and tracking of the Department's Area Agency on Aging (AAA) program services. The proposed Amendment will extend the existing Contract, which expires on September 9, 2020, for an additional one year with three optional one-year extensions. WDACS is also requesting authorization to add or change Contract terms or conditions and to increase or decrease the maximum Contract amounts by 10 percent of maximum Contract sum, subject to review and approval of County Counsel.

WDACS' RTZ GetCare application has been heavily customized to meet Department requirements. These customizations include: 1) a real-time interface with the State's California Aging Reporting System streamlining reporting of Department client and service data; 2) extraction and transformation of GetCare system data for use within the Department's data warehouse for analysis and ad-hoc reporting; and 3) integration with the Department's My Senior Center system that allows WDACS to link clients, services and activities for both AAA and Community Senior Center programs.

The Department has elected to pursue a sole source Amendment with the existing vendor because of the cost and time required to procure and implement a solution with similar capabilities; and to avoid undertaking change management activities necessary to effectively transition and train contract service providers and older adult clients to utilize a new system.

In addition to the term extension, the proposed Amendment adds required Board and County terms and conditions to the Contract. Two important provisions added from an information security perspective are Cyber Liability Insurance and Technology Errors & Omissions (E&O) Insurance that would help mitigate County costs in the event of a breach or other security incidents.

DRAFT

Contract Amendment Amount: \$1,262,180



FINANCIAL ANALYSIS:

Base Contract Costs:

System Implementation	\$	241,500 ¹
Annual Subscription Fees	\$	1,534,907 ²
Contract Pool Dollars.....	\$	265,593 ³
Subtotal Base Contract Costs:	\$	2,042,000

Proposed Amendment Costs:

Annual Subscription Fees	\$	1,097,180 ⁴
Contract Pool Dollars	\$	165,000 ⁵
Subtotal Amendment Costs:	\$	1,262,180

Total Contract Costs:..... \$ 3,304,180

Notes:

¹One time implementation costs for system configurations, system modifications, system training, etc.

²Subscription fees for the Base Contract term of six years, includes user licenses, system hosting and maintenance

³Optional work during the Base Contract term used for software modifications, annual costs for data warehouse extract, and custom programming work.

⁴Subscription fees the Amendment term of four years, includes user licenses, system hosting and maintenance. An annual 3% COLA is applied to these fees.

⁵Optional work during the Amendment term for software modifications, professional services and/or additional products

DRAFT

RISKS:

1. **Quality of Service** – The risk of vendor failing to meet agreed upon service targets and performance levels proposed Amendment is addressed by the Base Contract’s Service Level Agreement that includes uptime levels and remedies to address identified deficiencies.
2. **Information Security** – The County’s Chief Information Security Officer (CISO) has reviewed the agreement with WDACS Department Information Security Officer and has no concerns.
 - a. The CISO determined that Personally Identifiable Information (PII)/Protected Health Information (PHI) is transmitted and stored in the GetCare application, which is hosted by Amazon Web Services in a Federal Risk and Authorization Management Program (FedRAMP) compliant data center. As part of their due diligence, the CISO reviewed the most recent third party assessment to ensure adherence to National Institute of Standards and Technology (NIST) 800-53 standard, which identifies security and privacy controls to safeguard the system PII/PHI. In addition, the vendor completed a County’s SaaS Vendor Security and Privacy Questionnaire that supplemented the third party assessment.
 - b. The CISO recommended a higher minimums for Cyber Liability and E&O insurance coverage, starting at \$5 million, which WDACS accepted and included in the proposed Amendment. The rationale for higher coverage is due to the estimated 31 million records that may contain PII/PHI in the RTZ application and to align with the average cost of a notification breach globally, estimated at \$150-\$250 per record.
3. **Contract Risks** – No Contract risks have been identified. County Counsel participated in its negotiation and approved the Contract as to form.

PREPARED BY:

DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

DATE



lacounty.gov

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

COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

3175 West Sixth Street • Los Angeles, CA 90020

Tel: 213-738-2600 • Fax: 213-487-0379



wdacs.lacounty.gov

Otto Solórzano
Acting Director

"Connecting communities and improving the lives of all generations"

May 7, 2020

TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda Solis
Supervisor Mark Ridley-Thomas
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Otto Solorzano, A

Attachment III

SUBJECT: **ADVANCE NOTICE OF INTENT TO NEGOTIATE SOLE SOURCE
AMENDMENT WITH RTZ ASSOCIATES, INC.**

This is to provide to the Board advanced notification that the Department of Workforce Development, Aging and Community Services (WDACS) intends to negotiate a sole source amendment to extend an existing agreement with RTZ Associates, Inc. (RTZ) for an additional one (1) year with three (3) optional one-year extensions for the provision of the GetCare system, which automates data collection, reporting, and tracking of the Department's Area Agency on Aging (AAA) program services. The proposed amendment will increase the maximum Contract sum by an estimated \$1,262,180 which includes: \$262,255 for the one-year base year, \$270,125 for optional year one, \$278,225 for optional year two, \$286,575 for optional year three, and \$165,000 for pool dollars to perform optional work during the extended term. There will be no impact to the County General Fund as the funding for the system is provided by the Older Americans Act, Title IIIB Supportive Services.

Board Policy No. 5.100 requires written notice of a department's intent to enter into sole source negotiations for extension of a Board-approved Agreement at least six months prior to the Agreement's expiration date. The current Agreement will expire on September 9, 2020.

Background

The RTZ Agreement was awarded in October 2012 after a competitive solicitation. On February 19, 2013, the Board authorized the Director of WDACS (then Community and Senior Services) to finalize and execute an Agreement with RTZ for the provision of the GetCare system for AAA data collection and reporting for a term of four (4) years and two (2) optional one-year term extensions. The maximum sum for the current Agreement term is \$2,042,000. WDACS executed the Agreement on March 6, 2013.

The GetCare system is utilized by 500 end users comprised of Department AAA staff and 50 contract services providers. It supports WDACS' AAA data collection and reporting operations

within the County in compliance with California Department of Aging (CDA) guidelines, as well as enables real time tracking of consumers and services from contracted AAA support vendors. In Fiscal Year 2018-19, the system was used to help deliver 2,244,011 meals to 34,451 aged consumers. GetCare also tracks a variety of other critical services for older adults (age 60 and above), including: supportive services for older adults and family caregivers; legal services; investigation and resolution of complaints for clients in long-term care facilities; and counseling, training, and workshops related to health insurance, disease prevention and health promotion, maintenance of independent lifestyles.

Justification

WDACS seeks to extend this agreement on a sole source basis because the GetCare system provides an efficient software solution that effectively meets the needs of Department staff and its contracted service providers. There will be no implementation cost with the extension; therefore, the projected costs will be less than the current Agreement. Additionally, there will be cost savings as they relate to implementation, transition, and training for our service providers and an avoidance of an excessive learning curve for users. Moreover, procuring a new system would result in changes in the consumer's identity verification process for service delivery, which will require a significant change management effort to prepare the Department's older adult clients with learning a new process to access services.

The Department has worked with the vendor to implement key customizations to the software to support WDACS' AAA case management, information and referral, assessment, intake/enrollment, service plan/delivery, financial management, vendor management, and reporting activities.

These customizations include:

- Development and implementation of real-time interface with the State of California Department of Aging's California Aging Reporting System (CARS) that enables WDACS to report detailed data on all consumers and services provided by contract agencies as well as direct services provided by the Department;
- Extraction and transformation of GetCare system data for use within the Department's data warehouse for analysis and ah-hoc reporting; and
- Integration of GetCare system with WDACS' My Senior Center system (including client barcode identification cards) that tracks consumer information and events at the Department's Community and Senior Centers, and enables WDACS to link consumers, services, and activities for both AAA and Community Senior Center programs.

Procuring a similar system from another vendor would involve a lengthy system development and implementation project to support these current capabilities. Also, the continued use of the GetCare system will allow WDACS to avoid implementation costs such as data migration, training of staff and contract service providers, project management, and additional consulting services. Additionally, RTZ is the State's vendor for their current CARS system. As a result,

Each Supervisor
May 7, 2020
Page 3 of 3

RTZ Associates, Inc. is the only firm able to offer a system that allows seamless integration of the Department's CARS data to CDA. Finally, obtaining services under the existing Agreement will avoid the added costs of staff time to develop and conduct a solicitation.

For these reasons, WDACS believes it is prudent to negotiate and prepare a sole source amendment to extend the Agreement with RTZ.

Conclusion

WDACS will proceed with a sole-source extension agreement with RTZ as described herein, unless otherwise instructed your Board. If no objection is received from the Board within four weeks, we will work with County Counsel to prepare an amendment with RTZ and will return to the Board for approval of the amendment. This memorandum has been reviewed and approved as to form by County Counsel and the Chief Information Officer.

If you have any questions or require additional information, please contact me directly, or your staff may contact Mr. Kevin Anderson, Special Assistant, at (213) 738-2593 or by email at kanderson@wdacs.lacounty.gov.

OS:PG:JM:
CD:HK:RT

C: Chief Executive Officer
County Counsel
Executive Officer of the Board of Supervisors

SOLE SOURCE CHECKLISTDepartment Name: Workforce Development, Aging and Community Services☐ New Sole Source Contract☒ Sole Source Amendment to Existing ContractDate Existing Contract First Approved: 2/19/13

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	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.
	> The contractor was selected through a competitive solicitation process conducted by an outside entity (e.g. other municipalities, public agencies, State/federal government or non-profit organizations).
✓	> 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

8/5/2020

 Date

WDACS has analyzed the acquisition costs for the AAA system. A full contract solicitation process for a replacement GetCare System would cause a significant economic burden on WDACS for the following reasons:

1. WDACS has significant investments in its custom data integration framework, which connects the vendors' source databases into an internal application model. To rebuild these frameworks for a new vendor is a costly and time-consuming process. The Direct Staffing costs to convert the Get Care data if another Vendor is selected during the RFP Process is \$237,160 which nearly equates to the annual costs of the current service, and most likely exceeds those costs if benefits are factored in. Aside from the direct staffing costs, there are also opportunity costs associated with reallocating resources from other endeavors to perform a rebuild. The last vendor change for this System required an 18-month development cycle for WDACS to catch up to the previous capabilities.
2. End user orientation for over 500 users imposes a large and unquantifiable cost to the organization in terms of lost productivity and operational disruption.
3. The procurement process itself creates a significant need for WDACS IT and subject matter resources in terms of the Departments' overall pool of project staff.

Table 1 below identifies the added costs of Contracts staffing time to develop the Request for Proposals (RFP) solicitation, handle proposals, conduct the evaluations, develop and negotiate the resulting contract, and implementation of the new system.

Table 1

Scenario	Contracting Process (RFP or Extension)	Implementation Costs	Direct Staffing Costs	Total Costs	% of Contract Service Fees
RFP with no Vendor Change	\$116,750	\$0	\$0	\$116,750	5.71%
RFP with Vendor Change	\$116,750	\$392,438	\$237,160	\$746,348	37%
Contract Extension	\$30,000	\$0	\$0	\$30,000	1.5%

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	8/26/2020	
BOARD MEETING	9/15/2020	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Auditor-Controller	
SUBJECT	Incidental Expense Ordinance Changes	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: N/A \$	Funding source: N/A
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Recommendation to the Board to approve an ordinance amendment repealing County Code Section 5.40.097 (Incidental Expenses).	
BACKGROUND (include internal/external issues that may exist)	<ul style="list-style-type: none"> Auditor-Controller's Incidental Expense Policy Review report, issued in October 2019, recommended refining the definition of incidental expenses, establishing tiered department incidental expense limits, and reporting requirements for improved accountability. We proposed implementing the recommendations by establishing a new Board policy on incidental expenses and rescinding County Code Section 5.40.097 (Incidental Expenses). We issued our proposed Incidental Expense Board Policy on November 1, 2019, which was approved by the Audit Committee on November 29, 2019. On January 7, 2020, the Board approved adopting the new Incidental Expense Board Policy and rescinding County Code Section 5.40.097. The policy was incorporated into the Los Angeles County Board of Supervisors Policy Manual (Chapter 4, Section 4.095) in April 2020. 	
DEPARTMENTAL AND OTHER CONTACTS	<ul style="list-style-type: none"> Mike Pirolo, Division Chief, (213) 253-0105, mpirolo@auditor.lacounty.gov Zoran Penich, Chief Accountant-Auditor, (213) 253-0145, zpenich@auditor.lacounty.gov 	



**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427

ARLENE BARRERA
AUDITOR-CONTROLLER

ASSISTANT AUDITOR-CONTROLLERS

OSCAR VALDEZ
CHIEF DEPUTY AUDITOR-CONTROLLER

**PETER HUGHES
KAREN LOQUET
CONNIE YEE**

September 15, 2020

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

Dear Supervisors:

**INCIDENTAL EXPENSE ORDINANCE CHANGES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This letter and the accompanying ordinance make amendments to remove incidental expense provisions from the Los Angeles County Code.

IT IS RECOMMENDED THAT THE BOARD:

Approve amendments as set forth in the accompanying ordinance repealing Title 5 - Personnel of the Los Angeles County Code Section 5.40.097 (Incidental Expenses).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 7, 2020, the Board of Supervisors approved adopting a new Incidental Expense Board Policy and rescinding County Code Section 5.40.097 (Incidental Expenses). The new policy refined the definition of incidental expenses, established tiered incidental expense limits, and included reporting requirements for improved accountability. The new policy was incorporated into the Los Angeles County Board of Supervisors Policy Manual (Chapter 4, Section 4.095) in April 2020, and the incidental expense provisions in the County Code are no longer applicable.

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Implementation of Strategic Plan Goals

The action supports the County of Los Angeles' Strategic Plan Goal 3, realize tomorrow's government today by pursuing operational effectiveness, fiscal responsibility, and accountability.

FISCAL IMPACT/FINANCING

The proposed recommended amendments are administrative in nature and have no fiscal impact. They remove incidental expense provisions from the County Code that have been superseded by the new Incidental Expense Board Policy.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

County Counsel approved as to form the accompanying ordinance implementing amendments to Title 5 – Personnel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this amendment will facilitate operational effectiveness of County departments by removing incidental expense provisions from the County Code that are no longer applicable.

CONCLUSION

Please return one stamped copy of the approved Board letter to the Auditor-Controller's Executive Office.

Respectfully submitted,

ARLENE BARRERA
Auditor-Controller

AB:OV:PH:MP:zp

Attachment

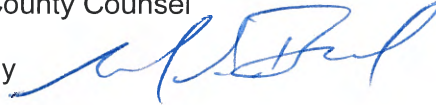
c: Sachi A. Hamai, Chief Executive Officer
Mary C. Wickham, County Counsel
Celia Zavala, Executive Officer, Board of Supervisors
Audit Committee
Countywide Communications

ANALYSIS

This Ordinance amends Title 5 – Personnel of the Los Angeles County Code, by
repealing Section 5.40.097.

MARY C. WICKHAM
County Counsel

By



MICHAEL S. BUENNAGEL
Deputy County Counsel
Government Services Division

MSB:bk

Requested: 2/4/2020

Revised: 3/4/2020

ORDINANCE NO. _____

An ordinance amending Title 5 – Personnel of the Los Angeles County Code, relating to the authority of department heads to incur expenses incidental to departmental business or the performance of the duties of county officers.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 5.40.097 is hereby deleted in its entirety:

~~5.40.097 – Incidental expenses.~~

~~In addition to the other provisions of this chapter allowing incidental expenses, there shall be allowed to all department heads an annual sum of \$5,000.00, up to \$500.00 per occurrence, for incidental expenses for breakfast, luncheon and dinner meetings, conferences and events which are held for the discussion of departmental business and other necessary expenses incidental to the performance of the duties of county officers. Expenses incurred under this section shall be made from departmental appropriations established for each department and pursuant to usage guidelines developed by the Auditor-Controller. A log shall be established to keep track of the expenditures showing the itemized payments including date, reason for the expenditure, amount spent, authorizing signature, and remaining balance.~~

[540097MBCC]

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	8/26/2020	
BOARD MEETING	9/15/2020	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Auditor-Controller	
SUBJECT	Annual Statement of the William S. Hart Endowment and Income Funds	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Annual letter for board approval.	
COST & FUNDING	Total cost: \$ n/a	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Recommendation to the Board to approve and file with the County Clerk, the annual statement of the William S. Hart Endowment and Income Funds.	
BACKGROUND (include internal/external issues that may exist)	The endowment was established to provide funding for the operation and maintenance of the William S. Hart Park.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Elaine Boyd, (213) 974-8321, eboyd@auditor.lacounty.gov	



**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
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ARLENE BARRERA
AUDITOR-CONTROLLER

ASSISTANT AUDITOR-CONTROLLERS

OSCAR VALDEZ
CHIEF DEPUTY AUDITOR-CONTROLLER

**PETER HUGHES
KAREN LOQUET
CONNIE YEE**

September 15, 2020

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

Dear Supervisors:

**REQUEST TO APPROVE THE ANNUAL STATEMENT OF THE
WILLIAM S. HART ENDOWMENT AND INCOME FUNDS
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

This letter requests the Board to approve the annual financial statement of the William S. Hart Endowment and Income Funds and file the statement with the County Clerk, in accordance with the Superior Court judgment in connection with the probate of the William S. Hart estate.

IT IS RECOMMENDED THAT THE BOARD:

Approve and file with the County Clerk, the annual statement of the William S. Hart Endowment and Income Funds. The endowment was established to provide funding for the operation and maintenance of the William S. Hart Park.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The judgment of the Superior Court in connection with the probate of the William S. Hart estate requires the Board of Supervisors to file with the County Clerk an annual statement showing the receipts and disbursements of the estate funds and a statement of investments. In Fiscal Year 2019-20, the Department of Parks and Recreation paid over \$1,033,000 in salaries and maintenance for the William S. Hart Park.

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Implementation of Strategic Plan Goals

This recommended action supports the County's Strategic Plan Goal of Fiscal Responsibility. Income from the endowment of \$2,392 plus \$10,000 of endowment principal, will be transferred to fund General Fund operating and maintenance costs.

FISCAL IMPACT/FINANCING

Not applicable.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 15, 2004, your Board authorized the use of up to \$10,000 annually from the William S. Hart endowment principal. This request recommends the withdrawal of the annual maximum amount of \$10,000.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Income from the endowment and \$10,000 from the William S. Hart endowment principal funded over \$12,000 of expenditures related to the Department of Parks and Recreation.

Respectfully submitted,

ARLENE BARRERA
Auditor-Controller

AB:OV:CY:EB:LS:WM:am
H:\Acctg\Unit A\Year-End\Hart Board Letters

Attachment

c: Sachi A. Hamai, Chief Executive Officer
Dean C. Logan, Registrar-Recorder/County Clerk
Norma E. Garcia, Director, Department of Parks and Recreation
Countywide Communications

WILLIAM S. HART ESTATE

Statement of Receipts and Disbursements
Fiscal Year 2019-20

	Endowment Trust Fund (L05)	Endowment Income Fund (K01)
Cash Balance, July 1, 2019	<u>\$ 120,210.94</u>	<u>\$</u>
Receipts -		
Interest earned on investments	<u></u>	<u>2,392.99</u>
Total Receipts and Beginning Balance	<u>\$ 120,210.94</u>	<u>\$ 2,392.99</u>
Disbursement -		
Abatement of Parks and Recreation Department Expense	<u>(10,000.00)</u>	<u>(2,392.99)</u>
Cash Balance, June 30, 2020	<u><u>\$ 110,210.94</u></u>	<u><u>\$ -0-</u></u>