



Los Angeles County
DEPARTMENT OF MENTAL HEALTH

JONATHAN E. SHERIN, M.D., Ph.D.
DIRECTOR



December 05, 2017

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 December 5, 2017

LORI GLASGOW
EXECUTIVE OFFICER

**APPROVAL OF AMENDMENT NO. 10 TO AGREEMENT NO. 74144
WITH SIERRA-CEDAR, INC.
(3 VOTES)
(ALL SUPERVISORIAL DISTRICTS)**

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

SUBJECT

Request approval of Amendment No. 10 to extend the Term of the Agreement with Sierra-Cedar, Inc., for continued maintenance services of the Integrated System and to add Pool Dollars for County-requested Professional Services/Change Orders that will allow the Department of Mental Health to complete the onboarding of Legal Entity and Fee-for-Service Contract Providers to the Integrated Behavioral Health Information System.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute Amendment No. 10, substantially similar in format to Attachment I, to the existing Department of Mental Health (DMH) Health Insurance Portability and Accountability Act (HIPAA) Remediation Project, Agreement No. 74144 (Agreement) with Sierra-Cedar, Inc. (Sierra-Cedar), effective upon Board approval to: a) provide continued maintenance services of the Integrated System (IS or System) in the amount of \$2,841,731; b) extend the Term of the Agreement through June 30, 2019, with two 3-month extension options at County's discretion; c) provide an additional \$400,000 in Pool Dollars for Professional Services/Change Orders; d) increase the Maximum

Contract Sum (MCS) to \$39,273,376, fully funded by 2011 Sales Tax Realignment revenue; e) correct an inadvertent error related to maintenance services in Amendment No. 9, dated December 16, 2014; and f) update and add to the Agreement certain contract provisions as required by County's Board of Supervisors.

2. Delegate authority to the Director, or his designee, to extend the Term of the Agreement for up to two additional three-month periods (Option Term), for a total extension not to exceed six months, through December 31, 2019.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DMH needs to extend the Term of the Agreement with Sierra-Cedar in order to postpone the shutdown of the IS. Postponing the shutdown of the IS allows additional time for DMH to complete the onboarding of the originally planned Legal Entity (LE) and Fee-For-Service (FFS) Contract Provider (Provider) groups to the Integrated Behavioral Health information System (IBHIS).

LE and FFS Contract Providers:

DMH expects to have 116 of the 121 originally planned LE Providers and 34 of the 178 FFS Providers onboarded to IBHIS and off the IS by December 2017. The IS shutdown needs to be delayed until the remaining 5 LE and 144 FFS Providers are transitioned to IBHIS. Onboarding these Providers has taken longer than anticipated because of the complexity of the project, the high number of claims to be processed across our growing Provider network, and the intensive resources required to onboard both Directly Operated (DO) and Providers while also providing ongoing support for Providers successfully onboarded to IBHIS. Following the go-live of the first groups of DO programs and the LE Provider Rollout Pilot, both in early 2014, DMH extended the DO rollout timeline and interrupted the Provider rollout schedule to implement lessons learned. These included further automation of billing workflows to manage the diversity of DMH program types, deployment of additional onsite resources to DO sites to provide the attention needed for them to go live successfully, and to complete the stand-up of the just formed Centralized Billing Office. Following the FFS Pilot in June 2016, DMH confirmed that the level of effort required to ready, onboard and support this Provider type is much greater than that for LEs as most are smaller and lack experience working with electronic data interchange. To address this, DMH reorganized its support teams to ensure FFS Providers get the attention they need to ensure that they are removed from the IS within the additional time requested.

Additional Contract Providers Groups:

In addition, the IS shutdown must be delayed to accommodate the unanticipated and substantial expansion of DMH Providers and new Provider types into the IBHIS onboarding schedule. DMH must comply with Assembly Bill (AB) 1997 guidelines and accommodate insertion of 43 Continuum of Care Reform Foster Family Agencies (FFA) and Short Term Residential Therapeutic Programs (STRTP) Providers [herein referred to as "CCR Providers"] into the current LE and FFS onboarding to IBHIS schedule as they become ready.

DMH plans to award up to 23 new LE contracts to Crisis Residential Treatment Program (CRTP) Providers to the IBHIS onboarding schedule as they become ready, which may also impact the aforementioned IS transitioning timeline for LE and FFS Providers. Lastly, DMH anticipates onboarding approximately 30 Federally Qualified Health Centers (FQHC) once the department completes its upcoming solicitation for FQHCs. The IS shutdown may need to be delayed to

accommodate these FQHC Providers onboarding to IBHIS.

Timeline:

DMH expects all remaining 149 Providers to be onboarded to IBHIS by March 2019. The timeline allows three months for State processing of final claims submitted through the IS by LE and FFS Providers with shutdown of the IS by June 2019. Though the schedule for onboarding direct to IBHIS the 43 CCR, 23 CRTP, and 30 FQHC Providers is largely unknown at this time, DMH will attempt to incorporate these Providers into the IBHIS onboarding schedule as they are ready and capacity permits by the March 2019, date as well. However, this may impact the schedule for completing the onboarding of the remaining 5 LE and 144 FFS Providers migrating from the IS to IBHIS and may subsequently impact the timeline for the shutdown of the IS. The additional Term extensions through December 31, 2019, are included as a matter of caution allowing time for unforeseen problems with transitioning Contract Providers and delays in State processing of claims.

This Amendment also corrects an inadvertent error to the Price and Schedule of Payments of Amendment No. 9 for year 13 maintenance services which resulted in an overstatement of the MCS by \$300,901. No overpayment to Contractor was incurred.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 3, "Realize Tomorrow's Government Today" by providing DMH adequate time to migrate remaining providers from the legacy IS system to the new IBHIS, through which all DMH Providers can better share information and coordinate client care.

FISCAL IMPACT/FINANCING

The Amendment will increase the MCS by \$3,241,731 which includes additional Pool Dollars in the amount of \$400,000 for Professional Services/Change Orders for a revised total MCS of \$39,273,376 for the full Term of the Agreement.

The estimated cost for Fiscal Year (FY) 2017-18 is \$1,394,627 for maintenance services and \$200,000 for Pool Dollars fully funded by 2011 Sales Tax Realignment revenue. DMH has sufficient appropriation for the amendment in DMH's FY 2017-18 Final Adopted Budget.

Funding for the future fiscal years will be requested through DMH's annual budget request process.

There is no net County cost impact associated with these recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 3, 2002, your Board approved County Agreement No. 74144 with Sierra Systems Group, Inc., a California Corporation (Sierra California), a wholly owned subsidiary of Sierra Systems Group, Inc., a British Columbia corporation (Sierra BC), to develop an IS in order to assist DMH in achieving compliance under the HIPAA Transactions and Code Sets (TCS) by the extended Federal deadline of October 16, 2003.

Subsequently, pursuant to the Agreement, DMH executed Amendment Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9 on March 26, 2003; December 15, 2005; September 16, 2008; November 3, 2009; January 20, 2010; May 10, 2011; October 1, 2013; July 1, 2014; and December 16, 2014, respectively.

Amendment No. 1 revised standard County contract language regarding HIPAA. Amendment No. 2 changed the names of the County Project Director and County Project Manager, added standard contract monitoring language to protect against contract overruns, added and revised certain standard contract provisions, and amended contract language regarding HIPAA. Amendment No. 3 acknowledged the merger of Sierra California with and into Sierra Washington, effective as of December 31, 2003, extended the Term of the Agreement through June 30, 2012, with an additional six-month extension through December 31, 2012, increased the MCS by \$8,224,968 to a total of \$27,245,525, and added and revised certain other County-required provisions of the Agreement. Amendment No. 4 increased the MCS by \$700,000 to a total of \$27,945,525. Amendment No. 5 revised contract provisions to the Business Associate Agreement. Amendment No. 6 extended the Term of the Agreement through June 30, 2014, with an additional six-month extension through December 31, 2014, and increased the MCS by \$3,790,026 to a total of \$31,735,551. Amendment No. 7 revised standard County language regarding HIPAA. Amendment No. 8 extended the Term of the Agreement from July 1, 2014, through December 31, 2014. Amendment No. 9 acknowledged and approved the assignment of the Agreement to Sierra-Cedar, provided continued maintenance services in the amount of \$3,696,094, extended the Term of the Agreement through June 30, 2017, with an additional six-month extension through December 31, 2017, provided an additional \$600,000 in Pool Dollars, and increased the MCS by \$4,296,094 to a total of \$36,031,645.

This proposed Amendment No. 10 extends the Term of the Agreement through June 30, 2019, with two additional three-month periods not to exceed six months (Option Term) through December 31, 2019, which can be exercised by the Director, or his designee; increases the Pool Dollars for Professional Services/Change Orders, which may include, without limitation, IS-related work needed to transition LEs and FFSs to the IBHIS; and increases the MCS by \$3,241,731 to a total of \$39,273,376. The Agreement, and the MCS, provide for an increase in the annual maintenance fees of two percent for FY 2017-18 and a projected increase of two percent for FY 2018-19, provided that the actual percentage increase will be based on the lesser of the annual Consumer Price Index increase of the general annual percentage salary change granted to County employees as of each July 1 for the prior 12-month period.

This Amendment No. 10 also updates and includes new revised Board policy language, including revising the County's Quality Assurance Plan, Notice to Employees Regarding the Safely Surrendered Baby Law, Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law, Disabled Veteran Business Enterprise (DVBE) Preference Program, Social Enterprise (SE) Preference Program, and Local Small Business Enterprise (LSBE) Preference Program provisions to be consistent with the County's standard contract language. Also included in this Amendment No. 10 are the new Board-mandated policy provisions that have been implemented since the last amendment was executed on this Agreement, including on Compliance with County's Zero Tolerance Policy on Human Trafficking and Protection of Electronic County Information— Data Encryption Standards. Additionally, Exhibit O (Safely Surrender Baby Law Fact Sheet), Exhibit P (Attestation Regarding Federally Funded Programs) and Exhibit Q (Charitable Contributions Certification) were updated. Additionally, under Board Policy No. 5.200 (Contractor Protection of Electronic County Information), the following additional exhibits were added to the Agreement via this Amendment No. 10: Exhibit E-2 (Information Security Requirements), Exhibit E-3 (Contractor's Compliance with Encryption Requirements), Exhibit E-4 (County of Los Angeles Agreement for Acceptable Use and Confidentiality of Information Technology Resources) and Exhibit E-5 (Confidentiality Oath).

In order to reach an agreement with Sierra-Cedar on Amendment No. 10, certain existing contract terms were negotiated and revised. The negotiations with Sierra-Cedar revolved around a small

number of exceptions to Amendment No. 10. In particular, Sierra-Cedar took exception to the unlimited nature of both provisions in the Indemnification and Limitation on Liability terms, which were implemented originally in 2002 when the Agreement was awarded. As part of the negotiations, DMH agreed to Sierra-Cedar's exceptions both to the Indemnity language with a few minor changes and to the Limitation on Liability which should not exceed the greater of \$3,000,000 or two times the amount paid to Sierra-Cedar by the County for services provided pursuant to this Amendment No. 10, to a maximum of \$6,000,000. DMH is comfortable with the revised indemnity language and Limitation on Liability amount given the bulk of work under the current Agreement has already been performed and the IS was successfully implemented and operational since the Agreement was first originally awarded in 2002. Further, the Limitation of Liability amount is comparably lower than the FFS Providers claiming volume over the last two fiscal years. Over the last two fiscal years, FFS Providers claims have decreased by approximately twenty percent and next fiscal year is projected to follow similar trends, with estimates that fall below the proposed maximum Limitation on Liability. DMH has determined that the negotiated alternative is commercially reasonable and does not impose an unacceptable risk or burden to the Department.

Amendment No. 10 has been reviewed and approved as to form by County Counsel. The County's Chief Information Officer (CIO) has reviewed this request and determined that this does not introduce any new technology-related changes that would necessitate the preparation of a formal CIO Analysis.

Except as expressly provided in the Amendment, all other provisions and conditions of the Agreement will remain the same and in full force and effect.

CONTRACTING PROCESS

Sierra California, the initial predecessor to Sierra-Cedar, was selected through a formal open-competitive solicitation process. On September 3, 2002, your Board awarded the Agreement, with a three-year Term measured from the date of system acceptance (with an automatic extension for three 2-year extension periods and a single one-year extension period unless either party elected not to extend the Term further) in the amount of \$19,020,557 to Sierra California, which merged with and into Sierra Washington, which merged with and into Sierra US, which merged with and into Sierra-Cedar to provide an information technology solution to allow DMH to achieve compliance with the HIPAA TCS rules while continuing to use and improve its legacy system, the Mental Health Management Information System.

DMH did not advertise the proposed Amendment No. 10 on the Office of Small Business Countywide Website as a contracting opportunity because it is for the continued provision of technical services which the current contractor is uniquely qualified to perform.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Board's approval of the recommended Amendment will ensure a smooth transition to IBHIS for the remaining LE and FFS Providers currently using the IS, and will ensure that uninterrupted mental health services to the County will be maintained until Provider onboarding to IBHIS is complete.

Respectfully submitted,



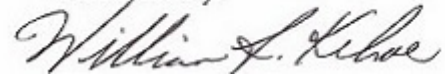
Jonathan E. Sherin, M.D., Ph.D.
Director

JES:DM:SLD:MA:es

Enclosures

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel
Chairperson, Mental Health Commission

Reviewed by:



WILLIAM KEHOE
Chief Information Officer

**Amendment No. 10 to Agreement for
HIPAA Remediation Project
(County Agreement Number 74144)**

This Amendment No. 10 ("Amendment No. 10") is entered into by and between the County of Los Angeles ("County") and Sierra-Cedar, Inc., a Delaware corporation ("Sierra-Cedar") and amends that certain County agreement Number 74144, dated September 3, 2002, by and between County and Sierra Systems Group Inc., a California corporation ("Sierra California") for a HIPAA Remediation Project ("Original Agreement"), as amended by that certain Amendment No. 1, dated as of March 26, 2003 ("Amendment No. 1"), and that certain Amendment No. 2, which is dated as of December 15, 2005 and, as adopted and ratified as of September 16, 2008, is effective as of December 15, 2005 ("Amendment No. 2"), and that certain Amendment No. 3, dated as of September 16, 2008 ("Amendment No. 3"), and that certain Amendment No. 4, dated as of November 3, 2009 ("Amendment No. 4"), and that certain Amendment No. 5, dated as of January 20, 2010 ("Amendment No. 5"), and that certain Amendment No. 6, dated as of May 10, 2011 ("Amendment No. 6"), and that certain Amendment No. 7, dated as October 1, 2013 ("Amendment No. 7"), and that certain Amendment No. 8, dated as of July 1, 2014 ("Amendment No. 8"), and that certain Amendment No. 9, dated as of December 16, 2014 ("Amendment No. 9"), and any prior implemented Change Orders (the Original Agreement, as so amended prior to the date hereof, the "Existing Agreement").

WHEREAS, on September 3, 2002, County and Sierra California entered into the Original Agreement;

WHEREAS, from September 3, 2002 to December 31, 2003, Sierra California was a wholly owned subsidiary of Sierra Systems Group Inc., a British Columbia corporation ("Sierra BC");

WHEREAS, on or about September 3, 2002, Sierra BC made and executed a Continuing Special Guaranty as guarantor for Sierra California on the Original Agreement and any amendments thereto;

WHEREAS, on March 26, 2003, County and Sierra California entered into Amendment No. 1, for the purpose of implementing federally mandated changes to Exhibit E-1 (Contractor's Obligation As a Business Associate Under the Health Insurance Portability and Accountability Act of 1996);

WHEREAS, effective December 31, 2003, Sierra California was merged with and into Sierra Washington and Sierra California ceased to exist on such date;

WHEREAS, effective December 31, 2003, as part of such corporate merger of Sierra California with and into Sierra Washington, Sierra Washington acquired all the assets, including, but not limited to, all hardware, software (including all copyrights and other intellectual property rights), facilities and personnel of Sierra California, and assumed all the obligations, responsibilities, liabilities and rights of Sierra California under the Original Agreement and any amendments thereto;

WHEREAS, from December 31, 2003 to February 10, 2007, Sierra Washington was a wholly owned subsidiary of Sierra BC;

WHEREAS, on March 18, 2004, CedarCrestone Software India, Private Ltd., ("CedarCrestone India") was formed as, and is now, a wholly owned subsidiary of Sierra-Cedar;

WHEREAS, on December 15, 2005, County executed and Sierra California purportedly executed Amendment No. 2, for the purpose of changing County Project Director and County Project Manager, adding contract monitoring language to protect against contract overruns, adding and revising

certain provisions of Exhibit A (Additional Terms and Conditions) and amending and restating Exhibit E-1 (Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996);

WHEREAS, on December 29, 2006, Sierra Top Holding S.A.R.L., a Luxembourg corporation ("Sierra Top Holding") was formed as a wholly owned subsidiary of GGC Sierra Holdco Ltd., a Cayman Islands corporation ("GGC Sierra");

WHEREAS, on December 29, 2006, Sierra Intermediate Holdings S.A.R.L., a Luxembourg corporation ("Sierra Intermediate") was formed as a wholly owned subsidiary of Sierra Top Holding;

WHEREAS, on January 5, 2007, Sierra Systems Group Inc., was acquired by Golden Gate Capital, a private equity firm based in San Francisco, California ("Golden Gate Capital");

WHEREAS, on January 6, 2007, Sierra BC was acquired by GGC Sierra;

WHEREAS, on February 10, 2007, Sierra Washington and Sierra BC became sister corporations and wholly owned subsidiaries of Sierra Intermediate;

WHEREAS, on August 1, 2008, Sierra BC and Sierra Top Holding made and executed a Continuing Special Guaranty as joint and several guarantors for Sierra Washington on the Existing Agreement and any amendments thereto, effective (i) as to Sierra BC, on January 1, 2004; and (ii) as to Sierra Top Holding, on January 6, 2007;

WHEREAS, on September 16, 2008, County and Sierra Washington entered into Amendment No. 3, for the purpose of acknowledging the corporate merger of Sierra California with and into Sierra Washington, effective as of December 31, 2003, extending the term of the Agreement through June 30, 2012, with an additional six-month extension through December 31, 2012, increasing the Maximum Contract Sum (MCS) by a total of \$8,224,968 to a total of \$27,245,525, and adding and revised certain other County-required provisions of the Agreement;

WHEREAS, on November 3, 2009, County and Sierra Washington entered into Amendment No. 4, for the purpose of increasing the MCS by a total of \$700,000 to a total of \$27,945,525;

WHEREAS, on January 20, 2010, County and Sierra Washington entered into Amendment No. 5, for the purpose of implementing federally mandated changes to Exhibit E-1 (Contractor's Obligation As a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 and Health Information Technology for Economic and Clinical Health Act), effective as of February 17, 2010, to incorporate the increased privacy and security requirements applicable to business associates;

WHEREAS, on January 24, 2010, IT Services Parent Corporation, a Delaware corporation ("IT Services Parent") was formed;

WHEREAS, on November 24, 2010, CCI Parent Corporation, a Delaware corporation ("CCI Parent"), was formed by Golden Gate Capital in conjunction with a transaction whereby The CedarCrestone Group, Inc., a Delaware corporation ("CCG"), agreed to be acquired by CCI Holdings Corporation ("CCI Holdings"), a wholly owned subsidiary of CCI Parent;

WHEREAS, on January 28 2011, CedarCrestone Inc., a Delaware corporation ("Cedar-Crestone"), was acquired by IT Services Parent;

WHEREAS, on May 10, 2011, County and Sierra Washington entered into Amendment No. 6, for the purpose of extending the term of the Agreement through June 30, 2014, with an additional six-month extension through December 31, 2014, and increasing the MCS by a total of \$3,790,026 to a total of \$31,735,551;

WHEREAS, on January 10, 2012, IT Services Holdco Inc., a Delaware corporation ("IT Services Holdco") was formed as, and is now, a wholly owned subsidiary of IT Services Parent;

WHEREAS, on June 12, 2012, CCI Parent changed its name to Sierra-Cedar Parent;

WHEREAS, on July 5, 2012, Sierra-Cedar Holdings, L.P., a Delaware corporation ("Sierra-Cedar Holdings"), was formed and owns 100% of IT Services Parent;

WHEREAS, on July 5, 2012, Sierra Intermediate Holdings S.A.R.L., a Luxembourg corporation ("Sierra Intermediate") merged with and into Sierra Top Holding and ceased to have a separate existence;

WHEREAS, on July 5, 2012, GGC Holdco Limited ("GGC Holdco") contributed its interests in Sierra Top Holding, a limited Luxembourg corporation, which owned both Sierra Systems Inc., and Sierra Systems Group Inc., ("the Sierra entities") to Sierra-Cedar Holdings in exchange for interests in the limited partnership. IT Services Parent contributed 100% of their equity interest to Sierra-Cedar Holdings in exchange for partnership interests. Sierra-Cedar Holdings then contributed the ownership of the Sierra entities to CCG and the Sierra entities became, and are now, sister corporations and wholly owned subsidiaries of CCG;

WHEREAS, on September 17, 2012, Sierra Top Holding entered voluntary liquidation on such date pursuant to Luxembourg law have ceased having distributed all assets other than as necessary to meet obligations related to a final winding-up;

WHEREAS, on September 28, 2012, Sierra-Cedar Parent changed its name to IT Services Parent;

WHEREAS, on October 1, 2012, IO Consulting, Inc., a California corporation ("IO") was acquired by IT Services Holdco;

WHEREAS, on November 30, 2012, Analytical Vision, Inc., a North Carolina corporation ("AV") was acquired by IT Services Holdco;

WHEREAS, on October 1, 2013, County and Sierra Washington entered into Amendment No. 7, for the purpose of amending the Business Associate Agreement effective September 23, 2013, to incorporate implementing federally mandated changes to Exhibit E-1 (Contractor's Obligation As a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 and Health Information Technology for Economic and Clinical Health Act), effective as of February 17, 2010, to incorporate the increased privacy and security requirements applicable to business associates;

WHEREAS, on December 16, 2013, Sierra US, a Delaware corporation, was incorporated as, and is now, a wholly owned subsidiary of IT Services Holdco;

WHEREAS, effective January 2, 2014, Sierra Washington was merged with and into Sierra US and Sierra Washington ceased to exist on such date;

WHEREAS, effective January 2, 2014, as part of such corporate merger of Sierra Washington with and into Sierra US, Sierra US acquired all the assets, including, but not limited to, all hardware, software (including all copyrights and other intellectual property rights), facilities and personnel of Sierra Washington, and assumed all the obligations, responsibilities, liabilities and rights of Sierra Washington under the Original Agreement and any amendments thereto;

WHEREAS, on June 25, 2014, CedarCrestone, Inc., changed its name to Sierra-Cedar;

WHEREAS, on July 1, 2014, County and Sierra US entered into Amendment No. 8, for the purpose of extending the Term of the Agreement from July 1, 2014 through December 31, 2014;

WHEREAS, effective July 1, 2014, as part of such corporate merger of Sierra US with and into Sierra-Cedar, Sierra-Cedar acquired all the assets, including, but not limited to, all hardware, software (including all copyrights and other intellectual property rights), facilities and personnel of Sierra US, and assumed all the obligations, responsibilities, liabilities and rights of Sierra US under the Existing Agreement and any amendments thereto;

WHEREAS, on September 24, 2014, the liquidation of Sierra Top Holdings was complete pursuant to Luxembourg law having distributed all assets and satisfied all obligations and the Company ceased to exist on such date;

WHEREAS, on November 18, 2014, IT Services Holdco made and executed a Continuing Special Guaranty as guarantor for Sierra-Cedar on the Existing Agreement and any amendments thereto;

WHEREAS, on December 16, 2014, County and Sierra-Cedar entered into Amendment No. 9, for the purpose of extending the Term of the Agreement through June 30, 2017, with an additional six-month extension through December 31, 2017, and increasing the MCS by a total of \$4,605,095 to a total of \$36,340,646;

WHEREAS, on June 23, 2017, County exercised its Delegated Authority to extend the Term of the Agreement from July 1, 2017 through December 31, 2017;

WHEREAS, the Agreement is set to expire on December 31, 2017; and

WHEREAS, the County and Contractor desire to amend the Existing Agreement in order to extend the Term as set forth herein; to increase the amount of Pool Dollars available for Professional Services/Change Orders; to reflect an adjustment in the Maintenance Fees and MCS for the extended Term; and to update certain provisions required by County's Board of Supervisors.

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

1. Construction.

- 1.1 Capitalized terms used in this Amendment No. 10 without further definition shall have the meaning ascribed to them in the Existing Agreement.
- 1.2 As used in this Amendment No. 10, words and phrases such as "including," "for example," "e.g.," and "such as," are intended to be descriptive and not limiting.

2. Amendments to the Base Document of the Existing Agreement.

The base document to the Existing Agreement is amended as follows:

- 2.1 Agreement. Subparagraph 1.1 is hereby amended by deleting it in its entirety and replacing it with the following:
 - "1.1 Agreement. This base document, along with Exhibits A through Q attached hereto and the appendices attached to the Statement of Work, in each case, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, Amendment No. 9, Amendment No. 10 (defined below) and Change Orders 1 through 194 (with the exception of cancelled Change Orders 14, 30, 33, 43, 54, 62, 66, 72, 74, 87, 165, 169, 186, and 187), and any future amendments or change orders that may be executed, collectively constitute and throughout and hereinafter are referred to as the "Agreement"."

2.2 Interpretation. Subparagraph 1.2 is hereby amended by deleting it in its entirety and replacing it with the following:

“1.2 Interpretation. 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, or other Work or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and Appendices according to the following priority:

- 1.2.1 Exhibit A – Additional Terms and Conditions
- 1.2.2 Exhibit E-1 – Contractor’s Obligations as a “Business Associate” Under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (Business Associate Agreement)
- 1.2.3 Exhibit E-2 – Information Security and Privacy Requirements
- 1.2.4 Exhibit E-3 – Contractor’s Compliance with Encryption Requirements
- 1.2.5 Exhibit E-4 – County of Los Angeles Agreement for Acceptable Use and Confidentiality of Information Technology Resources
- 1.2.6 Exhibit E-5 – Confidentiality Oath
- 1.2.7 Exhibit B – Statement of Work
 - Appendix A: Requirements
 - Appendix B: Project Control Document
 - Appendix C: Project Status Reports
 - Appendix D: System Test Specification
 - Appendix E: Test Results Matrix
- 1.2.8 Exhibit C – Price and Schedule of Payments
- 1.2.9 Exhibit D – Description of Software
- 1.2.10 Exhibit F – Maintenance & Support
- 1.2.11 Exhibit G-1 – Third Party Software
- 1.2.12 Exhibit G-2 – Third Party Customizations Software
- 1.2.13 Exhibit H – Third Party Hardware Compatibility Specifications
- 1.2.14 Exhibit I – Contract Discrepancy Report
- 1.2.15 Exhibit J – Preapproved Subcontractors
- 1.2.16 Exhibit K – Sample Subcontract
- 1.2.17 Exhibit L – Performance Bond
- 1.2.18 Exhibit M – Contractor’s Employee Acknowledgement, Confidentiality & Assignment of Rights
- 1.2.19 Exhibit N – Task/Deliverable Acceptance Certificate
- 1.2.20 Exhibit O – Safely Surrendered Baby Law Fact Sheet

1.2.21 Exhibit P – Attestation Regarding Federally Funded Programs

1.2.22 Exhibit Q – Charitable Contributions Certificate”

2.3 Definitions. Paragraph 2 (Definitions) is hereby amended by adding the following definitions thereto in the appropriate alphabetical order:

"2.3.1 "Amendment No. 10" means that certain Amendment No. 10 to County Agreement Number 74144, dated as of the date executed by the Director of Mental Health, by and between County and Contractor.

2.3.2 "Amendment No. 10 Effective Date" means the date on which Amendment No. 10 becomes effective in accordance with its terms."

2.4 Subparagraph 2.24 (Director of DMH) is hereby amended by deleting it in its entirety and replacing it with the following:

"2.24 "Director of DMH" means the Director of the Department of Mental Health, currently Jonathan E. Sherin, M.D., Ph.D."

2.5 Subparagraph 3.2.1 is hereby amended by deleting it in its entirety and replacing it with the following:

"3.2.1. County Project Manager for this Agreement shall be the following person:

Girivasan Patterikalam”

2.6 Subparagraph 4.1.1 is hereby amended by deleting it in its entirety and replacing it with the following:

"4.1.1 Contractor Project Director shall be the following person:

Roch Hoedebecke”

2.7 Term. Paragraph 7 is hereby amended by deleting it in its entirety and replacing it with the following:

"7. **TERM.** The term of this Agreement shall commence upon the Effective Date and shall continue until June 30, 2019, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). At the sole discretion of County Project Director, the Initial Term may be extended for two (2) additional three (3) month periods, for a total extension not to exceed six (6) months through December 31, 2019 (such extension shall be referred to as the "Option Term"). Any such extension shall be accomplished by the provision of at least fifteen (15) days prior written notice by County Project Director, prior to expiration of the Initial Term or the first additional six (6) month extension period. Beginning not later than ninety (90) days before the end of the Initial Term of this Agreement or, if extended, the Option Term, Contractor shall provide, upon written request by County, Transition Services through the end of the Term as part of Maintenance Services and for no additional cost to County beyond the Maintenance Fee. As used herein, the "Term" shall mean the Initial Term and, if extended, the Option Term, as the case may be."

2.8 Subparagraph 8.3 is hereby amended by deleting it in its entirety and replacing it with the following:

“8.3 Pool Dollars. Exhibit C (Price and Schedule of Payments) includes the aggregate pool dollars available for Professional Services/Change Orders in accordance with Subparagraph 13.5 (Professional Services) and Paragraph 6 (Change Orders and Amendments) (collectively, “Pool Dollars”). Contractor acknowledges that, as of the Amendment No. 10 Effective Date, Change Orders 1 through 194, with the exception of cancelled Change Orders 14, 30, 33, 43, 54, 62, 66, 72, 74, 87, 165, 169, 186, and 187, have been executed and County has paid to Contractor \$5,168,721 in Pool Dollars in exchange for Professional Services/Change Orders requested by County thereunder. County and Contractor acknowledge and agree that as of the Amendment No. 10 Effective Date, \$116,984 [(\$5,285,705 – [\$5,168,721]) + [\$400,000]] of Pool Dollars are available for Professional Services/Change Orders in accordance with Subparagraph 13.5 (Professional Services) and Paragraph 6 (Change Orders and Amendments). Upon approval by the Board of Supervisors of Amendment No. 10, \$400,000 in Pool Dollars will be available. Beginning each fiscal year (i.e., July 1) following the Board's Approval of Amendment No. 10, and during the Initial Term, County Project Director will have the authority, in his/her sole discretion and subject to availability of funds in County's budget, to increase the then remaining amount of available Pool Dollars by up to \$200,000. In the event the Director of DMH exercises his/her discretion to extend the Initial Term pursuant to Paragraph 7 (Term), County Project Director will have the authority, in his/her sole discretion and subject to availability of funds in County's budget, to increase the then remaining amount of available Pool Dollars by up to \$200,000, which in no event, can exceed the total amount of \$400,000 approved by the Board for Amendment No. 10. Notwithstanding any provision of this Agreement to the contrary, Contractor is not obligated to perform Work under Change Orders if Pool Dollars are not available to pay for such Work.”

2.9 Subparagraph 10.2 is hereby amended by deleting it in its entirety and replacing it with the following:

“10.2 Submission of Invoices. Contractor shall invoice County upon completion of Tasks, Subtasks, Deliverables, goods and services and other Work which are specified in this Agreement, Exhibit B (Statement of Work), Exhibit C (Price and Schedule of Payments), Exhibit F (Maintenance & Support), and any Change Orders, as applicable, and which have been approved in writing by County pursuant to Paragraph 5 (Work; Approval and Acceptance). With regard to Maintenance Services provided to County pursuant to Paragraph 13 (Maintenance, Support and Professional Services) and Exhibit F (Maintenance & Support), Contractor shall invoice County the amount of the Maintenance Fee, on a monthly basis in arrears. Contractor agrees not to submit any invoice for payment until County has approved in writing the Work for which payment is claimed. All invoices and supporting documents under this Agreement shall be submitted in duplicate to the following address:

Department of Mental Health
Chief Information Office Bureau
695 S. Vermont Avenue, 11TH Floor
Los Angeles, California 90005
Attn: Jay Patel, County Project Director
Phone: (213) 480-3650”

2.10 Subparagraph 18.1 is hereby amended by deleting it in its entirety and replacing it with the following:

“18.1 County agrees that if Contractor has any liability whatsoever under this Agreement, whether arising under contract, tort, strict liability, or other form of action, such liability shall not exceed the greater of \$3,000,000 and two times the amount paid to Contractor by the County for services provided pursuant to this Amendment No. 10, to a maximum of \$6,000,000. This limitation of liability does not apply to any liability arising under, resulting from, or accruing in connection with (a) Contractor’s willful misconduct, and (b) the occurrence of any event giving rise to Contractor’s obligations pursuant to Paragraph 14 (Patent, Copyright, and Trade Secret Indemnification) of Exhibit A (Additional Terms and Conditions).”

2.11 Notices. Paragraph 21 is hereby amended by deleting it in its entirety and replacing it with the following:

“21. **NOTICES.** All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving party of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) Working Days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Department of Mental Health
695 S. Vermont Avenue, 11th Floor
Los Angeles, California 90005
Attn: Jay Patel, County Project Director
Facsimile: (213) 252-8884

With a copy to:
(2) Office of the County Counsel
World Trade Center
350 South Figueroa Street, Suite 700
Los Angeles, California 90071
Attn: Truc L. Moore, Principal Deputy

County Counsel
Facsimile: (213) 693-4904

To Contractor: (1) Sierra-Cedar, Inc.
222 North Sepulveda Blvd., Suite 1310
El Segundo, California 90245
Attn: Roch Hoedebecke, Contractor Project
Director
Facsimile: (310) 536-6282

With a copy to:
(2) Sierra-Cedar, Inc.
1255 Alderman Drive
Alpharetta, Georgia 30005
Attn: Legal Department
Facsimile: (678) 385-7541

County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.”

3. **Amendments to Exhibit A (Additional Terms and Conditions).**

Exhibit A (Additional Terms and Conditions) to Existing Agreement is hereby amended as follows:

3.1 Paragraph 13 (Indemnification, Insurance and Performance Bond) is amended by deleting it in its entirety and replacing it with the following:

“13. INDEMNIFICATION AND INSURANCE

13.1. Indemnification. Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability, including damages, losses, fees, costs, and expenses (including defense costs and reasonable legal, accounting and other expert witness, consulting or professional fees) arising from third party claims for personal injury (including death) or damage to tangible property, to the extent arising from, connected with, or related to the acts, errors or omissions of Contractor or its agents, employees, officers, directors, or subcontractors. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 (Indemnification and Insurance) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or nolo contendere, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

13.2 General Provisions for all Insurance Coverage

13.2.1 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 13.2 and 13.16 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.

13.2.2 Evidence of Coverage and Notice to County

13.2.2.1 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.

13.2.2.2 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 subcontractor insurance policies at any time.

13.2.2.3 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.

13.2.2.4 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.

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

County of Los Angeles
Department of Mental Health
Chief Information Office Bureau
695 S. Vermont Avenue, 11th Floor
Attn: Jay Patel, County Project Director
Facsimile: (213) 252-8884

13.2.2.6 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.

13.3 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, to the extent such liability is attributable to the contractor. 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, subject to all limitations of liability herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. If Contractor increases its deductibles or SIRs after the Effective Date of Amendment No. 10 with respect to the County, the County may terminate this Contract.

13.11 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.

13.12 Application of Excess Liability Coverage

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

13.13 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.

13.14 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.

13.15 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.

13.16 Insurance Coverage

13.16.1 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

13.17 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.

13.18 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) 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.

13.19 Unique Insurance Coverage

13.19.1 Professional Liability-Errors and Omissions

Insurance covering contractor's liability arising from or related to this Contract, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) 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.

13.19.2 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]; (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."

- 3.2 Paragraph 47 (County's Quality Assurance Plan) is amended by deleting it in its entirety and replacing it with the following:

“47. 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 Contract 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.”

- 3.3 Paragraph 56 (Notice to Employees Regarding the Safely Surrendered Baby Law) is amended by deleting it in its entirety and replacing it with the following:

“56. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

56.1 The 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 O, Safely Surrendered Baby Law of this Agreement. Additional information is available at www.babysafela.org.”

- 3.4 Paragraph 57 (Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law) is amended by deleting it in its entirety and replacing it with the following:

“57. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

57.1 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 O, 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.”

- 3.5 Paragraph 61 (Disabled Veteran Business Enterprise Preference Program) is amended by deleting it in its entirety and replacing it with the following:

“61. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- 61.1 This Contract is subject to the provisions of County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 61.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 61.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 61.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
1. Pay to County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.”

- 3.6 Paragraph 62 (Transitional Job Opportunities Preference Program) is amended by deleting it in its entirety and replacing it with the following:

“62. SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 62.1 This Contract is subject to the provisions of County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 62.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 62.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 62.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.”

3.7 Paragraph 63 (Local Small Business Enterprise (SBE) Preference Program), is amended by deleting it in its entirety and replacing it with the following:

“63. LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

63.1 This Contract is subject to the provisions of the County’s ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

63.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

63.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

63.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County’s costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.”

- 3.8 Paragraph 66 (Compliance with County's Zero Tolerance Policy on Human Trafficking), is hereby added to Exhibit A (Additional Terms and Conditions) to the Existing Agreement, which shall read as follows:

“66. 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 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 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.”

- 3.9 Paragraph 67 (Protection of Electronic County Information – Data Encryption Standards) is hereby added to Exhibit A (Additional Terms and Conditions) to the Existing Agreement, which shall read as follows:

“67. 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 Agreement 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 Paragraph 67 (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).

67.1 Encryption Standards — Stored Data

Contractor's and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, 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.

Contractors' and subcontractors' use of remote servers (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.

67.2 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.

67.3 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.

67.4 Compliance

Contractor shall certify its compliance with the Policy prior to being awarded the Agreement with County and/or shall maintain compliance with this Policy during the term of the Agreement 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 Agreement. 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 Agreement, denial of access to County IT resources, and/or other actions as deemed appropriate by the County.

67.5 Policy Exceptions

There are no exceptions to this Policy, except as expressly approved by the Board of Supervisors.”

4. Amendment to Exhibit C (Price and Schedule of Payments).

Exhibit C (Price and Schedule of Payments) to the Existing Agreement is hereby amended by deleting it in its entirety and replacing it with the revised Exhibit C (Price and Schedule of Payments), each page dated December 2017, which is attached hereto as Attachment 1 (Exhibit C (Price and Schedule of Payments)) and incorporated herein by reference.

5. Addition of Exhibit E-2 (Information Security and Privacy Requirements).

Exhibit E-2 (Information Security and Privacy Requirements) is hereby added to the Existing Agreement in the form and substance attached hereto as Attachment 2 (Exhibit E-2 (Information Security and Privacy Requirements)).

6. Addition of Exhibit E-3 (Contractor’s Compliance with Encryption Requirements).

Exhibit E-3 (Contractor’s Compliance with Encryption Requirements) is hereby added to the Existing Agreement in the form and substance attached hereto as Attachment 3 (Exhibit E-3 (Contractor’s Compliance with Encryption Requirements)).

7. Addition of Exhibit E-4 (County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Technology Resources).

Exhibit E-4 (County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Technology Resources) is hereby added to the Existing Agreement in the form and substance attached hereto as Attachment 4 (Exhibit E-4 (County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Technology Resources)).

8. Addition of Exhibit E-5 (Confidentiality Oath).

Exhibit E-5 (Confidentiality Oath) is hereby added to the Existing Agreement in the form and substance attached hereto as Attachment 5 (Exhibit E-5 (Confidentiality Oath)).

9. Amendment to Exhibit O (Safely Surrendered Baby Law Fact Sheet).

Exhibit O (Safely Surrender Baby Law Fact Sheet) to the Existing Agreement is hereby amended by deleting it in its entirety and replacing it with the revised Exhibit O (Safely Surrendered Baby Law Fact Sheet), each page dated December 2017, which is attached hereto as Attachment 6 (Exhibit O (Safely Surrendered Baby Law Fact Sheet)) and incorporated herein by reference.

10. Amendment to Exhibit P (Attestation Regarding Federally Funded Programs).

Exhibit P (Attestation Regarding Federally Funded Programs) to the Existing Agreement is hereby amended by deleting it in its entirety and replacing it with the revised Exhibit P (Attestation Regarding Federally Funded Programs), dated December 2017, which is attached

hereto as Attachment 7 (Exhibit P (Attestation Regarding Federally Funded Programs)) and incorporated herein by reference.

11. Amendment to Exhibit Q (Charitable Contributions Certification).

Exhibit Q (Charitable Contributions Certification) to the Existing Agreement is hereby amended by deleting it in its entirety and replacing it with the revised Exhibit Q (Charitable Contributions Certification), dated December 2017, which is attached hereto as Attachment 8 (Exhibit Q (Charitable Contributions Certification)) and incorporated herein by reference.

12. Effectiveness of Amendment No. 10.

This Amendment No. 10 shall become effective as the date executed by the Director of Mental Health.

13. Incorporation of "Whereas" Clauses.

Contractor and County agree that the "Whereas" clauses in this Amendment No. 10 are hereby incorporated into this Amendment No. 10 as though fully set forth hereat.

14. Other Provisions of Agreement.

Except as provided in this Amendment No. 10, all other terms and conditions of the Agreement shall remain in full force and effect.

15. Authorization Warranty.

Contractor hereby represents and warrants that the person executing this Amendment No. 10 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Amendment No. 10 and that all requirements of Contractor have been fulfilled to provide such actual authority.

16. Arm's Length Negotiations.

This Amendment No. 10 is the product of arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. This Amendment No. 10 is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

17. Entire Agreement.

This Amendment No. 10 together with the Existing Agreement and exhibits and attachments hereto and thereto and Change Orders 1 through 194, with the exception of cancelled Change Orders 14, 30, 33, 43, 54, 62, 66, 72, 74, 87, 165, 169, 186, 187, constitutes the entire agreement of County and Contractor as of the date of approval of this Amendment No. 10 by County's Board of Supervisors, superseding any and all prior understandings, arrangements and agreements between County and Contractor, whether oral or written, in respect of the terms and conditions hereof.

18. No Waiver.

The execution of this Amendment by the parties shall not serve as a waiver by either party of any claims, right, defenses or remedies that either party may have against the other party. Any and all such claims, rights or remedies are hereby expressly reserved by the parties.

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Amendment No. 10 to County Agreement Number 74144 to be subscribed by County's Director of Mental Health, and Contractor has caused this Amendment No. 10 to be subscribed on its behalf by its duly authorized officer, this ____ day of _____, 2017.

COUNTY OF LOS ANGELES

By: _____
JONATHAN E. SHERIN, M.D., Ph.D.
Director of Mental Health

**SIERRA-CEDAR, INC.
A DELAWARE CORPORATION AS
SUCCESSOR BY MERGER TO
SIERRA SYSTEMS US, INC.,
A DELAWARE CORPORATION**

By: _____
Name: Brian E. Fees
Title: Corporate Officer/EVP
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Truc Moore
Principal Deputy County Counsel

**Amendment No. 10 to Agreement for
HIPAA Remediation Project,
County Agreement Number 74144**

Attachment 1

Exhibit C (Price and Schedule of Payments)

[see attached]

Task	DMH HIPAA Remediation Deliverables	Payment Date	Invoice Amount	Average Monthly Maintenance Fees	% of Invoiced Amount to Total
1.0 Manage and Control Project	1.1 Project Control Document	09/23/02	\$ 17,303		0.14%
	1.2 Semi-Monthly Project Status Reports (14 Months) **	Semi-Monthly	\$ 367,043		2.89%
2.0 Design General Solution	2.1 Prepare Integrated System Requirements	11/04/02	\$ 109,720		0.87%
	2.2 Design General Solution	11/18/02	\$ 88,090		0.69%
3.0 Document Business Processes	3.1.1 April 16th Business Processes	12/18/02	\$ 283,148		2.23%
	3.1.2 Other Business Processes	03/11/03	\$ 192,645		1.52%
	3.2.1 April 16th Data Elements	12/27/02	\$ 278,429		2.20%
	3.2.2 Other Data Elements	04/15/03	\$ 208,376		1.64%
4.0 Establish Technical Architecture	4 Technical Architecture Document and Plan	10/14/02	\$ 30,412		0.24%
5.0 Impl & Config Integration Broker	5.1 Install and Configure Integration Broker	11/27/02	\$ 982,995		7.75%
	5.2.1 April 16th System Edits	02/28/03	\$ 801,093		6.32%
	5.2.2 Other System Edits	05/21/03	\$ 245,652		1.94%
7.0 Develop & Impl End User Interface	7.1 Replace MHMIS Subsystems & Screens	06/18/03	\$ 601,636		4.75%
	7.2 Develop DDE	07/24/03	\$ 981,509		7.74%
	7.3 Replacement end-user interface	03/13/03	\$ 352,262		2.78%
8.0 Design & Impl Security and Audit Features	8.1 Integrated System Security Plan	12/13/02	\$ 34,607		0.27%
	8.2 Integrated System Audit Specifications	01/08/03	\$ 25,955		0.20%
	8.3 Integrated System Security and Audit Features	03/20/03	\$ 313,755		2.47%
9.0 Design & Develop Reports	9 Design & Develop Reports	05/05/03	\$ 329,804		2.60%
10.0 Test Integrated System	10.1 Develop Test Plan	01/20/03	\$ 88,845		0.70%
	10.3.1 April 16th Regression Test	05/01/03	\$ 565,396		4.46%
	10.3.2 Other Regression Test	06/11/03	\$ 124,467		0.98%
	10.3.3 DDE Regression Test	07/24/03	\$ 468,426		3.69%
	10.4 April Transaction Roundtrip Test	04/16/03	\$ 57,023		0.45%
	10.5 Simulated Load Test	07/24/03	\$ 371,317		2.93%
	10.6 Acceptance Test	02/16/04	\$ 1,969,711		15.54%
	10.7 Process to Accept Trading Partners	05/05/03	\$ 18,142		0.14%
	10.8 Escrow Deposit of all Integrated System	10/30/03			0.00%
11.0 Training	11.1 Design and Document Training Program	06/18/03	\$ 698,827		5.51%
	11.2 Technical Staff Training	09/12/03	\$ 86,343		0.68%
	11.3 End User Staff Training	11/07/03	\$ 129,514		1.02%
	11.4 Updated Training Programs	01/23/04	\$ 19,576		0.15%

Task	DMH HIPAA Remediation Deliverables	Payment Date	Invoice Amount	Average Monthly Maintenance Fees	% of Invoiced Amount to Total
12.0 Impl and Post Prod Maint & Suppo	12.1 Production Rollout	10/01/03	\$ 39,850		0.31%
	12.2 Go Live	10/16/03	\$ 950,890		7.50%
13.0 Pharmacy	13.1 Pharmacy Requirements Document	11/18/02	\$ 166,917		1.32%
	13.2 Pharmacy Mapping and Translation Prototype	12/18/02	\$ 138,078		1.09%
	13.3 Pharmacy Transaction Implementation	06/11/03	\$ 371,754		2.93%
	13.4 Pharmacy Compliance Testing	06/25/03	\$ 169,017		1.33%
Total Professional Services	Total AlIn to Final Acceptance		\$ 12,678,527		100.00%
	Pool Dollars (based on 20% of the Total AlIn to Final Acceptance)		\$ 2,535,705		
	Pool Dollars beginning 9/22/08		\$ 200,000		
	Pool Dollars for FY 2009-10		\$ 900,000		
	Pool Dollars for FY 2010-11		\$ 950,000		
	Pool Dollars for FY 2011-12		\$ 200,000		
	Pool Dollars for FY 2012-13		\$ 200,000		
	Pool Dollars for FY 2013-14		\$ 200,000		
	Pool Dollars for FY 2014-15		\$ 200,000		
	Pool Dollars for FY 2015-16		\$ 200,000		
	Pool Dollars for FY 2016-17		\$ 200,000		
	Pool Dollars for FY 2017-18		\$ 200,000		
	Pool Dollars for FY 2018-19		\$ 200,000		
	Pool Dollars for FY 2019-20 (Option Term)		\$ 100,000		
	Maximum Total Pool Dollars		\$ 6,285,705		
	1st Year Maint (9/22/04 - 9/21/05)		\$ 1,243,191		
	2nd Year Maint (9/22/05 - 9/21/06)		\$ 1,281,567		
	3rd Year Maint (9/22/06 - 9/21/07)		\$ 1,281,567		
	4th Year Maint (9/22/07 - 9/21/08)		\$ 1,281,567		
	5th Year Maint (9/22/08 - 9/21/09)		\$ 1,320,012		
	6th Year Maint (9/22/09 - 9/21/10)		\$ 1,320,012		
	7th Year Maint (9/22/10 - 9/21/11)		\$ 1,320,012		
	8th Year Maint (9/22/11 - 9/21/12)		\$ 1,320,012		
	9th Year Maint (9/22/12 - 9/21/13)		\$ 1,320,012		
	10th Year Maint (9/22/13 - 9/21/14)		\$ 1,320,012		
	11th Year Maint (9/22/14 - 9/21/15)		\$ 1,340,472		
	12th Year Maint (9/22/15 - 9/21/16)		\$ 1,367,964		
	13th Year Maint (9/22/16 - 9/21/17)		\$ 1,373,340		
	14th Year Maint (9/22/17 - 9/21/18) Includes 2% CPI ***		\$ 1,400,807		
	15th Year Maint (9/22/18 - 6/30/19) Includes 3% CPI ***		\$ 1,118,194		
	Option Term (7/1/19 - 12/31/19)		\$ 700,404		
	Maximum Total Maintenance		\$ 20,309,144		
	Maximum Contract Sum		\$ 39,273,376		
	** Amount of each semi-monthly payment - \$13,109				
	*** CPI for 15th year maintenance CPI at 3% is just an estimated. Actual CPI adjustment, if any, will be based on the Consumer Price Index for the Los Angeles - Riverside - Orange County Area. Additionally, any CPI increase must be approved by the Chief Executive Office (CEO).				

**Amendment No. 10 to Agreement for
HIPAA Remediation Project,
County Agreement Number 74144**

Attachment 2

Exhibit E-2 (Information Security and Privacy Requirements)

[see attached]

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit E-2 (Information Security and Privacy Requirements) is an attachment and addition to the HIPAA Remediation Project Agreement dated September 3, 2002 (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Sierra-Cedar, Inc. (“**Contractor**”) and is incorporated into the Agreement by reference hereof. This Exhibit E-2 (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor before the effective date of the Agreement and maintained throughout the term of the Agreement. These procedures are in addition to the requirements of the Agreement between the Parties. They present a minimum standard only. It is Contractor’s sole obligation to: (i) implement appropriate administrative, physical, and technical measures to secure its systems and data against internal and external threats, vulnerabilities and risks; and (ii) continuously review and revise those measures to address ongoing threats, vulnerabilities and risks. Failure to comply with the minimum standards set forth in this Exhibit E-2 (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively “**Information Security Policy**”). The Information Security Policy will be communicated to all Contractor personnel, agents and subcontractors 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. **Personnel and Contractor Protections.** If required by County, Contractor shall screen and conduct background checks on all Contractor personnel exposed to County Confidential Information and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor’s systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.
3. **Removable Media.** 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 Exhibit E-2 (Information Security and Privacy Requirements), “**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 (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

- 4. Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices¹) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Guidelines for Media Sanitization² and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive³ such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.
- 5. Data Control, Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personally Identifiable Information and Protected Health Information), County Data (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, 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 Implementations⁴; and (iii) if transferred using Removable Media (as defined above) 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 Devices⁵. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization⁶).

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

³ Available at <http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf>

⁴ Available at <http://www.csrc.nist.gov/>

⁵ Available at <http://www.csrc.nist.gov/>

⁶ Available at <http://www.csrc.nist.gov/>

6. **Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County 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. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization⁷).
7. **Physical and Environmental Security.** Contractor facilities that process County Data 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.
8. **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.
9. **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:
 - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
 - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

⁷ Available at <http://www.csrc.nist.gov/>

10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304. This section 10 relates only to a Security Incident which affects County.
- a. Contractor will 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.
 - b. 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.
 - c. For any month in which Contractor experiences a Security Incident affecting County, Contractor will 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 policies, procedures and guidelines, and other documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Data.
 - d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.
11. **Contractor Self Audit. This provision applies only if Contractor is hosting information belonging to County.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.

- i. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor’s level of compliance to applicable regulations, standards, and contractual requirements.
 - ii. **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.
 - iii. **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.
 - iv. **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 on Contractor's website.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
- i. Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it “fresh”.
 - ii. The resulting detailed report is available to County.

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.

12. **Security Audits. This provision only applies if Contractor is hosting information belonging to County.** In addition to the audits described in Section 10 (Contractor Self Audit), during the term of the Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) 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, and others. 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 the 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.

**Amendment No. 10 to Agreement for
HIPAA Remediation Project,
County Agreement Number 74144**

Attachment 3

Exhibit E-3 (Contractor's Compliance with Encryption Requirements)

[see attached]

**CONTRACTOR'S COMPLIANCE
WITH ENCRYPTION REQUIREMENTS**

Contractor Agency Name: _____

Contractor shall provide information about its encryption practices by completing this Schedule D-8. By submitting this Schedule D-8, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to the renewal of contracts, new contracts and solicitations.

COMPLIANCE QUESTIONS

			DOCUMENTATION AVAILABLE		
YES	NO	N/A	YES	NO	
1	Will County data stored on your workstation(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Will County data stored on your laptop(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Will County data stored on removable media be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Will County data be encrypted when transported? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Will Contractor maintain a copy of any validation / attestation reports generated by its encryption tools? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Will County data be stored on remote servers*? <small>*Cloud storage, Software-as-a-Service or SaaS</small> <i>Please provide public URL and hosting information for the server.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Authorized Signatory Name (Print)

Authorized Signatory Official Title

Authorized Signatory Signature

Date

**Amendment No. 10 to Agreement for
HIPAA Remediation Project,
County Agreement Number 74144**

Attachment 4

**Exhibit E-4 (County of Los Angeles Agreement for Acceptable Use and
Confidentiality of Information Technology Resources)**

[see attached]

**COUNTY OF LOS ANGELES
AGREEMENT FOR ACCEPTABLE USE
AND
CONFIDENTIALITY OF
COUNTY INFORMATION TECHNOLOGY RESOURCES**

ANNUAL

As a County of Los Angeles (County) employee, contractor, subcontractor, volunteer, or other authorized user of County information technology (IT) resources, I understand that I occupy a position of trust. Furthermore, I shall use County IT resources in accordance with my Department's policies, standards, and procedures. I understand that County IT resources shall not be used for:

- For any unlawful purpose;
- For any purpose detrimental to the County or its interests;
- For personal financial gain;
- In any way that undermines or interferes with access to or use of County IT resources for official County purposes;
- In any way that hinders productivity, efficiency, customer service, or interferes with a County IT user's performance of his/her official job duties;

I shall maintain the confidentiality of County IT resources (e.g., business information, personal information, and confidential information).

This Agreement is required by Board of Supervisors Policy No. 6.101 – Use of County Information Technology Resources, which may be consulted directly at website <http://countypolicy.co.la.ca.us/6.101.htm>.

As used in this Agreement, the term "County IT resources" includes, without limitation, computers, systems, networks, software, and data, documentation and other information, owned, leased, managed, operated, or maintained by, or in the custody of, the County or non-County entities for County purposes. The definitions of the terms "County IT resources", "County IT user", "County IT security incident", "County Department", and "computing devices" are fully set forth in Board of Supervisors Policy No. 6.100 – Information Technology and Security Policy, which may be consulted directly at website <http://countypolicy.co.la.ca.us/6.100.htm>. The terms "personal information" and "confidential information" shall have the same meanings as set forth in Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information, which may be consulted directly at website <http://countypolicy.co.la.ca.us/3.040.htm>.

As a County IT user, I agree to the following:

1. Computer crimes: I am aware of California Penal Code Section 502(c) – Comprehensive Computer Data Access and Fraud Act (set forth, in part, below). I shall immediately report to my management any suspected misuse or crimes relating to County IT resources or otherwise.
2. No Expectation of Privacy: I do not expect any right to privacy concerning my activities related to County IT resources, including, without limitation, in anything I create, store, send, or receive using County IT resources. I understand that having no expectation to any right to privacy includes, for example, that my access and use of County IT resources may be monitored or investigated by authorized persons at any time, without notice or consent.

3. Activities related to County IT resources: I understand that my activities related to County IT resources (e.g., email, instant messaging, blogs, electronic files, County Internet services, and County systems) may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall not either intentionally, or through negligence, damage, interfere with the operation of County IT resources. I shall neither, prevent authorized access, nor enable unauthorized access to County IT resources responsibly, professionally, ethically, and lawfully.
4. County IT security incident reporting: I shall notify the County Department's Help Desk and/or Departmental Information Security Officer (DISO) as soon as a County IT security incident is suspected.
5. Security access controls: I shall not subvert or bypass any security measure or system which has been implemented to control or restrict access to County IT resources and any related restricted work areas and facilities. I shall not share my computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, SecurID cards/tokens, biometric logons, and smartcards).
6. Passwords: I shall not keep or maintain any unsecured record of my password(s) to access County IT resources, whether on paper, in an electronic file, or otherwise. I shall comply with all County and County Department policies relating to passwords. I shall immediately report to my management any compromise or suspected compromise of my password(s) and have the password(s) changed immediately.
7. Business purposes: I shall use County IT resources in accordance with my Department's policies, standards, and procedures.
8. Confidentiality: I shall not send, disseminate, or otherwise expose or disclose to any person or organization, any personal and/or confidential information, unless specifically authorized to do so by County management. This includes, without limitation information that is subject to Health Insurance Portability and Accountability Act of 1996, Health Information Technology for Economic and Clinical Health Act of 2009, or any other confidentiality or privacy legislation.
9. Computer virus and other malicious devices: I shall not intentionally introduce any malicious device (e.g., computer virus, spyware, worm, key logger, or malicious code), into any County IT resources. I shall not use County IT resources to intentionally introduce any malicious device into any County IT resources or any non-County IT systems or networks. I shall not disable, modify, or delete computer security software (e.g., antivirus software, antispymware software, firewall software, and host intrusion prevention software) on County IT resources. I shall notify the County Department's Help Desk and/or DISO as soon as any item of County IT resources is suspected of being compromised by a malicious device.
10. Offensive materials: I shall not access, create, or distribute (e.g., via email) any offensive materials (e.g., text or images which are sexually explicit, racial, harmful, or insensitive) on County IT resources (e.g., over County-owned, leased, managed, operated, or maintained local or wide area networks; over the Internet; and over private networks), unless authorized to do so as a part of my assigned job duties (e.g., law enforcement). I shall report to my management any offensive materials observed or received by me on County IT resources.
11. Internet: I understand that the Internet is public and uncensored and contains many sites that may be considered offensive in both text and images. I shall use County Internet services in accordance with my Department's policies and procedures. I understand that my use of the County Internet services may be logged/stored, may be a public record, and are subject to audit

and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall comply with all County Internet use policies, standards, and procedures. I understand that County Internet services may be filtered, but in my use of them, I may be exposed to offensive materials. I agree to hold County harmless from and against any and all liability and expense should I be inadvertently exposed to such offensive materials.

12. Electronic Communications: I understand that County electronic communications (e.g., email, text messages, etc.) created, sent, and/or stored using County electronic communications systems/applications/services are the property of the County. All such electronic communications may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time, without notice or consent. I shall comply with all County electronic communications use policies and use proper business etiquette when communicating over County electronic communications systems/applications/services.
13. Public forums: I shall only use County IT resources to create, exchange, publish, distribute, or disclose in public forums (e.g., blog postings, bulletin boards, chat rooms, Twitter, Facebook, MySpace, and other social networking services) any information (e.g., personal information, confidential information, political lobbying, religious promotion, and opinions) in accordance with Department's policies, standards, and procedures.
14. Internet storage sites: I shall not store County information (i.e., personal, confidential (e.g., social security number, medical record), or otherwise sensitive (e.g., legislative data)) on any Internet storage site in accordance with Department's policies, standards, and procedures.
15. Copyrighted and other proprietary materials: I shall not copy or otherwise use any copyrighted or other proprietary County IT resources (e.g., licensed software and documentation, and data), except as permitted by the applicable license agreement and approved by designated County Department management. I shall not use County IT resources to infringe on copyrighted material.
16. Compliance with County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements: I shall comply with all applicable County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements relating to County IT resources. These include, without limitation, Board of Supervisors Policy No. 6.100 – Information Technology and Security Policy, Board of Supervisors Policy No. 6.101 – Use of County Information Technology Resources, and Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information.
17. Disciplinary action and other actions and penalties for non-compliance: I understand that my non-compliance with any provision of this Agreement may result in disciplinary action and other actions (e.g., suspension, discharge, denial of access, and termination of contracts) as well as both civil and criminal penalties and that County may seek all possible legal redress.

**CALIFORNIA PENAL CODE SECTION 502(c) "COMPREHENSIVE COMPUTER DATA
ACCESS AND FRAUD ACT"**

Below is a section of the "Comprehensive Computer Data Access and Fraud Act" as it pertains specifically to this Agreement. California Penal Code Section 502(c) is incorporated in its entirety into this Agreement by reference, and all provisions of Penal Code Section 502(c) shall apply. For a complete copy, consult the Penal Code directly at website www.leginfo.ca.gov/.

502(c) Any person who commits any of the following acts is guilty of a public offense:

- (1) Knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data.
- (2) Knowingly accesses and without permission takes, copies, or makes use of any data from a computer, computer system, or computer network, or takes or copies any supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network.
- (3) Knowingly and without permission uses or causes to be used computer services.
- (4) Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.
- (5) Knowingly and without permission disrupts or causes the disruption of computer services or denies or causes the denial of computer services to an authorized user of a computer, computer system, or computer network.
- (6) Knowingly and without permission provides or assists in providing a means of accessing a computer, computer system, or computer network in violation of this section.
- (7) Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network.
- (8) Knowingly introduces any computer contaminant into any computer, computer system, or computer network.
- (9) Knowingly and without permission uses the Internet domain name of another individual, corporation, or entity in connection with the sending of one or more electronic mail messages, and thereby damages or causes damage to a computer, computer system, or computer network.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:

County IT User's Name

County IT User's Signature

County IT User's Employee/ID Number

Date

Manager's Name

Manager's Signature

Manager's Title

Date

**Amendment No. 10 to Agreement for
HIPAA Remediation Project,
County Agreement Number 74144**

Attachment 5

Exhibit E-5 (Confidentiality Oath)

[see attached]



COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
 CHIEF INFORMATION OFFICE BUREAU
 Information Security Division

CONFIDENTIALITY OATH
Non-LAC-DMH Workforce Members

The intent of this Confidentiality Form is to ensure that all County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are aware of their responsibilities and accountability to protect the confidentiality of clients' sensitive information viewed, maintained and/or accessed by any DMH on-line systems.

Further, the Department's Medi-Cal and MEDS access policy has been established in accordance with Federal and State laws governing confidentiality.

The California Welfare and Institutions (W&I) Code, Section 14100.2, cites the information to be regarded confidential. This information includes applicant/beneficiary names, addresses, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data. (See also 22 California Code of Regulations (C.C.R.), Sections 50111 and 51009)

The Medi-Cal Eligibility Manual, Section 2-H, titled "Confidentiality of Medi-Cal Case Records," referring to Section 14100.2, a, b, f, and h, W&I Code, provides in part that:

“(a) All types of information, whether written or oral, concerning a person, made or kept by any public office or agency in connection with the administration of any provision of this chapter *... shall be confidential, and shall not be open to examination other than for purposes directly connected with administration of the Medi-Cal program.”

“(b) Except as provided in this section and to the extent permitted by Federal Law or regulation, all information about applicants and recipients as provided for in subdivision (a) to be safeguarded includes, but is not limited to, names and addresses, medical services provided, social and economic conditions or circumstances, agency evaluation or personal information, and medical data, including diagnosis and past history of disease or disability.”

“(f) The State Department of Health Services may make rules and regulations governing the custody, use and preservation of all records, papers, files, and communications pertaining to the administration of the laws relating to the Medi-Cal program **”

“(h) Any person who knowingly releases or possesses confidential information concerning persons who have applied for or who have been granted any form of Medi-Cal benefits ***... for which State or Federal funds are made available in violation of this section is guilty of a misdemeanor.”

* ** *** The State of California's Statute for Medicaid Confidentiality can be found at the following web address:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/Medicaidstatute.aspx>

The signed copy of this agreement must be maintained by DMH Facilitators

Please read the agreement and take due time to consider it prior to signing.

I understand that County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are prohibited from sharing their unique Logon I.D. and password with co-worker or other agencies.

Further, I understand that data browsing is strictly prohibited and my access to information is restricted to the minimum necessary required to carry out my job responsibilities.

Further, I understand that County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are prohibited from obtaining, releasing, or using confidential client information from case records or computer records for purposes not specifically related to the administration of services and authorized by the California Welfare and Institutions Code (Section 14100.2).

Further, I understand the violation of the confidentiality of records or of these policies which are made for protection of the confidentiality of such records, may cause:

1. A civil action under the provision of the Welfare and Institutions Code 5330 Sections:
 - a) Any person may bring an action against an individual who has willfully and knowingly released confidential information or records concerning him or her in violation of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for the greater of the following amounts:
 1. Ten thousand Dollars (\$10,000)
 2. Three times the amount of actual damages, if any sustained by the plaintiff.
 - b) Any person may bring an action against an individual who has negligently released confidential information or records concerning him or her in violation of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for both of the following:
 1. One thousand dollars (\$1,000) In order to recover under this paragraph, it shall not be a prerequisite that the plaintiff suffer or be threatened with actual damages.
 2. The amount of actual damages, if any, sustained by the plaintiff
 - c) Any person may, in accordance with Chapter 3(commencing with Section 525) of Title 7 of Part 2 of the Code of Civil Procedure, bring an action to enjoin the release of confidential information or records in violation of this chapter, and may in the same action seek damages as provided in this section.
 - d) In addition to the amounts specified in subdivisions (a) and (b), the plaintiff shall recover court costs and reasonable attorney's fees as determined by the court.
2. Disciplinary action including suspension or termination of employment.

Further, I understand that the County will not provide legal protection if violations of these policies or procedures occur.

I hereby certify that I have read this form and I have knowledge of the requirements of State and Federal confidentiality laws and will comply with all applicable provisions of same.

I, the undersigned, hereby agree not to divulge any information or records concerning any client except in accordance with W&I Code, Section 5328 et seq. and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I acknowledge that the unauthorized release of confidential information as described in this document may result in disciplinary action up to and including termination of any office of employment. I further agree I have read as described in this document that a person may make me subject to a civil action under the provisions of the W&I Code for the unauthorized release of confidential information.

User's Name: _____

Print	Signature	Date
-------	-----------	------

Phone #: () _____ Ext: _____

Pharmacy, FFS, NGA, Legal Entity No. or
 Provider #: _____ Provider Name: _____

Address: _____ / _____ / _____

City	Zip Code	Service Area
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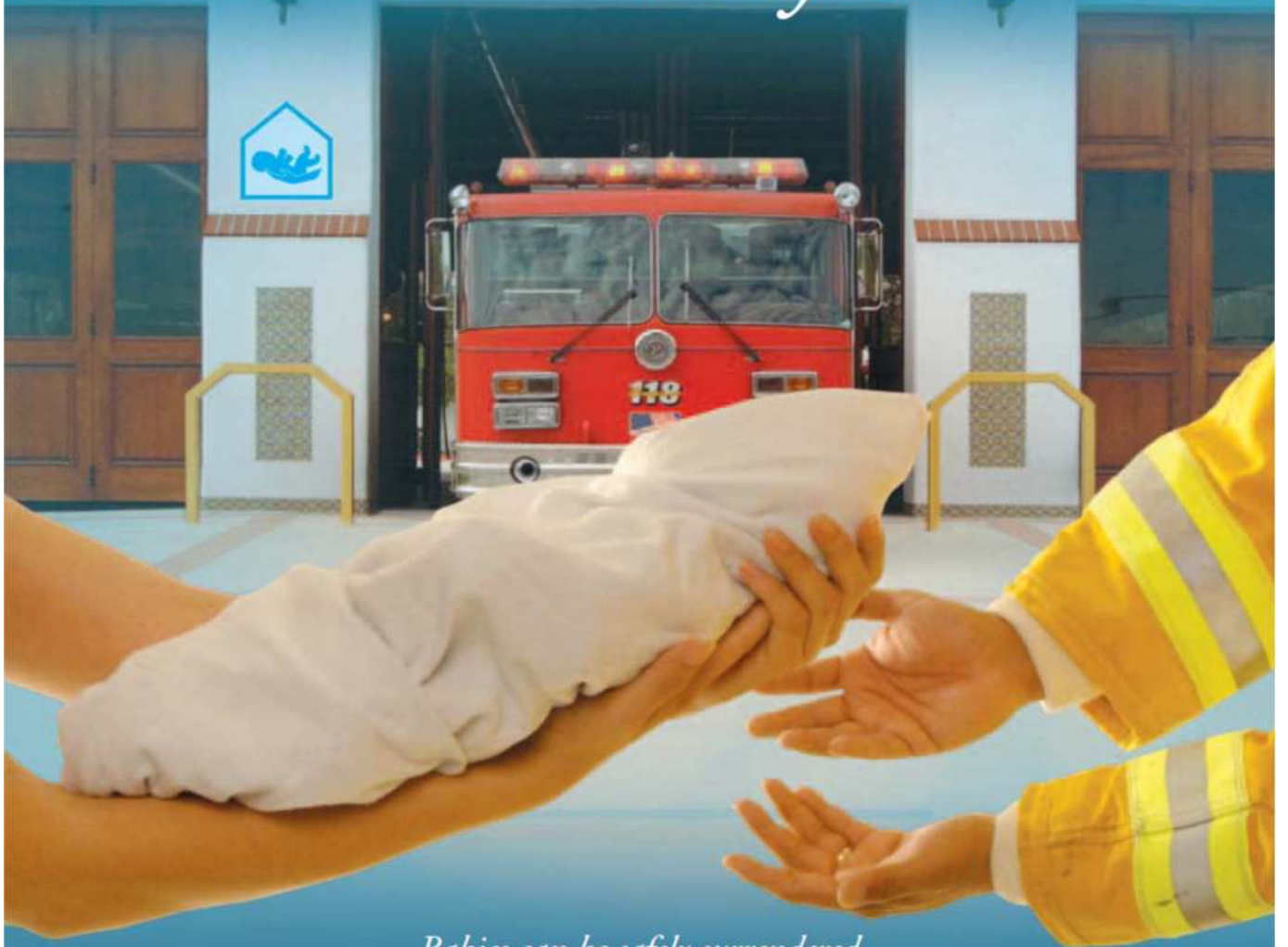
**Amendment No. 10 to Agreement for
HIPAA Remediation Project,
County Agreement Number 74144**

Attachment 6

Exhibit O (Safely Surrendered Baby Law Fact Sheet)

[see attached]

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

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?

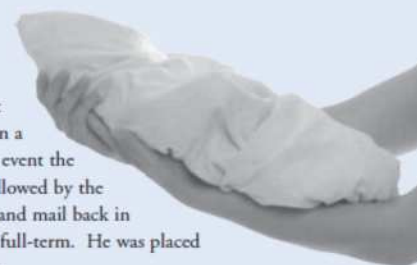
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



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 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 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 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.



**Amendment No. 10 to Agreement for
HIPAA Remediation Project,
County Agreement Number 74144**

Attachment 7

Exhibit P (Attestation Regarding Federally Funded Programs)

[see attached]

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Agreement by and Between County of Los Angeles and Sierra-Cedar, Inc., for HIPAA Remediation Project, Exhibit A, Additional Terms and Conditions' Paragraph 59 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of _____,

(hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or subcontractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or subcontractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

**Amendment No. 10 to Agreement for
HIPAA Remediation Project,
County Agreement Number 74144**

Attachment 8

Exhibit Q (Charitable Contributions Certification)

[see attached]

CHARITABLE CONTRIBUTIONS CERTIFICATION

SIERRA-CEDAR, INC., A DELAWARE CORPORATION

Company Name

222 North Sepulveda Blvd., Suite 1310, El Segundo, CA 90245

Address

58-2548193

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)