

BOARD OF SUPERVISORS

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Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

Chief Executive Officer

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 October 17, 2023

CELIA ZAVALA
EXECUTIVE OFFICER

October 17, 2023

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:

**AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE AMENDMENT NUMBER 6 TO AGREEMENT NUMBER AO-18-411 WITH VENTIV TECHNOLOGY, INC., TO IMPLEMENT AND OPERATE A FIFTH MODULE TO THE RISK MANAGEMENT INFORMATION SYSTEM;
REQUEST FOR ADDITIONAL
POOL DOLLARS
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

This recommendation by the Chief Executive Office (CEO) seeks the Board of Supervisors' (Board) approval to amend Contract No. AO-18-411 (Agreement) with Ventiv Technology, Inc., (Contractor) via Amendment 6 to implement and operate a fifth module that adds functionality for County Counsel's Workers' Compensation (WC) Claims Division, Fire Department, WC Contract Law Firms, CEO, and Third-Party Administrators, resulting in system enhancements to the Risk Management Information System (RMIS). This amendment will add \$726,492.23 in additional funding to allow for implementation and Software as a Service (SaaS) subscription services for Module 5. Also, an additional \$16,500,000 in Pool Dollars is requested to fund Optional Work and RMIS enhancements across all five modules, as needed, through the end of the Agreement term of June 30, 2034, if all extensions are exercised. As a result of unforeseen additional enhancements, like during the COVID-19 pandemic for Emergency COVID-19 Vaccine-Accommodation and Tracking, current Pool Dollars were depleted sooner than expected.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Chief Executive Officer, or her designee, to execute Amendment 6 to the Agreement substantially similar to Enclosure I, with the Contractor to : 1) amend Exhibit A (Statement of Work) to add implementation and SaaS subscription work scope for Module 5 for WC functionality; and 2) amend Exhibit B (Pricing Schedule) to add additional implementation and SaaS subscription costs for Module 5 for a total amount of \$726,492.23.
2. Approve an additional \$16,500,000 to be used as Pool Dollars for future RMIS system enhancements and changes, as needed, for a total overall Pool Dollar amount of \$25,616,904.19. If this additional Pool Dollar amount of \$16,500,000 is approved, it will increase the total Maximum Agreement Sum to \$76,877,668.59.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of recommendation one will allow the CEO to provide needed WC functionality to County Counsel's WC Claims Division and the Fire Department, for a new Module 5 that will add the following functions to the RMIS:

1. The County Counsel's WC Claims Division will use RMIS for WC activities and is seeking to add other enhancements that will improve the workflow routine. This Module 5 work will also require data conversion of historical records and related documentation. County Counsel's WC Claims Division also seeks to streamline Contract Law Firm invoice requests, review, and approval by digitally connecting invoice and claim records.
2. The Fire Department is seeking a single-source system for WC-related activities to streamline their daily activities. They would like to import historical records from the Fire Department Access Database and file server systems to RMIS for Module 5, retiring the Fire Departments' Access Database legacy system.

The new Module 5 will allow County Counsel's WC Claims Division and the Fire Department to improve their claims handling. County Counsel will have a single system for all WC claim and legal management activities, and its WC Contract Law Firms will now have the ability to digitally connect invoice requests to claim records. Module 5 will also provide for conversion of the Fire Department's internal legacy database to RMIS and provide additional functionality to streamline their return-to-work business needs and reporting requirements.

Recommendation two will allow the Chief Executive Officer, or her designee, to add the necessary scope of work and funds required to have the Contractor implement and operate Module 5. Recommendation two will allow for an increase of \$16,500,000 in Pool Dollars, which equates to \$1.5 million a year over the remaining 11 years of this Agreement.

The original Pool Dollars for this Agreement in the amount of \$9,116,904.19 (which was reduced in Amendment 1 from \$9,226,061.09) has almost been depleted due to various enhancements to RMIS. These enhancements included various upgrades to the Liability and WC Claims sections, Disability Management section, as well as an Emergency COVID-19 Vaccine-Accommodation and Tracking section that had to be created and implemented within a very short timeline during the COVID-19 pandemic. Future enhancements that are being considered for RMIS include Disability Management, Adaptive Processing Solutions (APS) Integration, Secondary Victims Initiative, and Occupational Health Program (OHP) enhancements.

The recommended actions will continue to allow the Chief Executive Officer, or her designee, to execute change notices and/or amendments for modifications to the Agreement, including needed functionality, which provide maximum flexibility in managing the Agreement, and ensuring compliance with federal, State, or County regulations and requirements. Each action to extend or re-allocate Pool Dollars will be exercised by an amendment, subject to review and approval as to form by County Counsel.

Implementation of Strategic Plan Goals

The RMIS and services provided under the proposed Amendment 6 support the County's Strategic Plan Goal III – Realize Tomorrow's Government Today, by providing vital claims and litigation management services through a Contractor to improve the effectiveness of Countywide risk management activities.

FISCAL IMPACT/FINANCING

Funding for Module 5 in the amount of \$726,492.23 and the \$16,500,000 in additional Pool Dollars will increase the total Maximum Contract Sum from \$59,651,176.36 to \$76,877,668.59. Revised Exhibit B (Pricing Schedule) as enclosed, reflects these increases. The increase is 50 percent offset by the WC Budget and 50 percent offset by the Insurance Budget. The increase will not have a direct impact on net County cost. CEO will continue to allocate funding for these services in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 21, 2017, following a competitive solicitation, the Board authorized the Chief Executive Officer to enter into an Agreement with the Contractor to provide RMIS and related services for the County. The Board delegated authority to the Chief Executive Officer, or her designee, to execute amendments, as needed, to exercise term extensions, change notices to the Agreement's provisions that authorize budget modifications, schedule of payment modifications, adjustments to the scope of work, tasks, and deliverables, and/or other activities; and approve the use of the re-allocation of Pool Dollars for Optional Work to ensure additions, system or process requirements, new functionalities, additional interfaces, and customizations, as needed. The new RMIS was successfully, fully implemented in 2021 and has been used to manage claims, risk compliance, disability management, and loss control and prevention on a Countywide level. The Executive Office of the Board uses the system to enter all liability claims filed with the County. Claims are entered, and all documentation presented is linked to the claim for further processing.

The CEO has successfully negotiated Amendment 6 with the Contractor and County Counsel has approved the Agreement amendment as to form (Enclosure I). Finally, in compliance with Board Policy 6.200 - Chief Information Office Board Letter Approval, the Chief Information Officer (CIO) has reviewed the information technology components of this request and recommends approval of the actions above. The CIO Analysis is also included (Enclosure II).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of this Amendment 6 will not have any adverse or unanticipated impact on services (or projects) being provided currently. The amendment will provide the County the versatility to efficiently administer, manage, and track WC claims, and offer transparent billing to County departments and others that utilize County Counsel's WC Claims Division services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Fesia A. Davenport', with a stylized flourish at the end.

FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN

STR:PL:DC:SA:sg

Enclosures

c: Executive Officer, Board of Supervisors
Auditor-Controller
County Counsel

**RISK MANAGEMENT INFORMATION SYSTEM AND RELATED SERVICES
CONTRACT NO. AO-18-411**

AMENDMENT SIX

This Amendment Six ("Amendment Six") to the Agreement for Risk Management Information System and Related Services, Contract No.: AO-18-411 ("Agreement"), is entered into by and between the County of Los Angeles, a political subdivision of the State of California ("County") and Ventiv Technology, Inc. ("Contractor"), hereinafter references as the Parties ("Parties"), with reference to the following facts:

Recitals

WHEREAS, on November 21, 2017, the Board of Supervisors (Board) authorized the Chief Executive Officer (CEO) to enter into Contract No. AO-18-411 with Contractor to provide Risk Management Information System and Related Services for the County, and delegated authority to the CEO, or her designee, to execute Amendments as needed, subject to review and approval as to form by County Counsel; and

WHEREAS, the Parties mutually agreed to enter into the Agreement with an Effective Date of December 29, 2017 with services starting January 1, 2018; and

WHEREAS, Section 8.1.2 of the Contract authorizes the CEO or designee to add and/or change provisions required by the County's Board; and

WHEREAS, on May 13, 2019, pursuant to Amendment One, the County and Contractor amended the work scope to: 1) amend Exhibit A (Statement of Work) to add Optional Work for an application programming interface (API), implement Tymetrix T360 functionality; 2) incorporate functionality from the Department of Human Resources (DHR) Absence Management System (AMS) into Module 3 (Disability Management System); 3) reduce the number of concurrent Users; 4) update exhibits; and 5) amended Exhibit B (Pricing Schedule) to reflect a net increase of \$997,727.87 for Optional Work; and

WHEREAS, on April 1, 2020, pursuant to Amendment Two, the County and Contractor amended the work scope to: 1) amend Exhibit A (Statement of Work) to provide for system enhancements; 2) include additional services at a total cost of \$630,465 for Optional Work; and 3) amended Exhibit B (Pricing Schedule) to add \$355,510.93 for additional Support Services Fees; for a total of \$1,050,979.84, which included the following work; and

WHEREAS, on November 6, 2020, pursuant to Amendment Three, the County and Contractor amended the work scope to: 1) amend Exhibit A (Statement of Work) to provide for additional claimant name enhancements; 2) add related services at a total cost of \$204,360.00 for Optional Work; and 3) increase related additional Support Services Fees over the life of the Agreement by \$310,806.94, for a total of \$515,166.94 in a re-allocation of Pool Dollars with no change to the Total Maximum Agreement Sum of \$59,651,176.36; and

WHEREAS, on June 27, 2021, pursuant to Amendment Four, the County and Contractor amended the work scope to: 1) amend Exhibit A (Statement of Work) to provide for additional System enhancements; 2) add related services at a total cost of \$543,075.00 for Optional Work; and 3) increase related additional Support Services Fees over the life of the Agreement by \$503,098.88 for a total of \$1,046,173.88 in a re-allocation of Pool Dollars with no change to the Total Maximum Agreement Sum of \$59,651,176.36; and

WHEREAS, on April 3, 2023, pursuant to Amendment Five, the County and Contractor amended the work scope to: 1) amend Exhibit A (Statement of Work) to provide for additional System enhancements; 2) add related services at a total cost of \$256,230.00 for Optional Work; and 3) amend Exhibit B (Pricing Schedule) to add \$350,302.49 for additional Support Services Fees; for a total of \$606,532.49 in a re-allocation of Pool Dollars with no change to the Total Maximum Agreement Sum of \$59,651,176.36, and

WHEREAS, the County and Contractor mutually agree to execute Amendment Six to provide for Module Five as Optional Work, so as to: 1) amend Exhibit A (Statement of Work) to add a fifth Module to provide newly designed, customized and some configured functionality capable of administering, managing, timekeeping, billing and tracking to support Workers' Compensation claims processed by County Counsel and the County's Fire Department for an increase to Exhibit B (Pricing Schedule) of \$726,492.23 to allow for implementation work and SaaS Support Services Fees for Module Five; and 2) to provide a substantive increase to Pool Dollars for Optional Work and System enhancements in the amount of an additional \$16,500,000, for a new Pool Dollar amount of \$25,616,904.20; and 3) amend Exhibit B (Pricing Schedule) in the additional amount of \$17,226,492.23, for a new Total Maximum Agreement Sum of \$76,877,668.59 which includes the following work:

- (1) Design, customize, configure, and develop Module Five to provide immediate support to the County Counsel Workers' Compensation (WC) Division, Fire Department, and WC Contract Law Firms.
- (2) Provide for a single source system for all WC claim and legal management activities, while providing CEO and Departments access to comprehensive claim files.
- (3) Allow Workers Compensation Contract Law Firms ability to digitally connect invoice requests to claim records; and

WHEREAS, Exhibit A (Statement of Work) and Exhibit B (Pricing Schedule) have been updated to reflect additions to the scope of work and to the Deliverables for Module Five as identified herein.

NOW THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between the parties that Agreement No. AO-18-411 is amended as follows:

Terms

1. **Incorporation of Recitals.** The Recitals to this Agreement are incorporated into and shall constitute a part of this Amendment to the Agreement. The Recitals are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth herein.
2. **Effective Date of Amendment.** This Amendment Six shall commence and be effective upon the date signed by the County ("Effective Date") herein.
3. **Definitions.** Unless otherwise defined herein, defined terms used in this Amendment shall be construed to have the meanings set forth in the Agreement.
4. **Paragraph 1.0 (APPLICABLE DOCUMENTS)** of the Agreement is deleted in its entirety and is replaced with the following to add new Exhibit A.20 (Module Five) and delete Exhibit S (COVID-19 Vaccination Certification of Compliance) as follows:

"1.0 APPLICABLE DOCUMENTS

This Agreement and the Exhibits, Attachments, and Schedules hereto, together with all Changes Notices, Change Orders, Work Orders, and Amendments executed in accordance with the terms hereof, constitute the complete and exclusive statement of understanding between the Parties, and supersedes all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 12.0 (Change to Agreement) and signed by both Parties.

In the event of conflict or inconsistency between the body of this Agreement and any Exhibit, Attachment, or Schedule hereto, such conflict or inconsistency shall be resolved by giving precedence first to this Agreement and then to the Exhibits, Attachments, and Schedules as follows:

- 1.1 EXHIBIT A Statement of Work
 - 1.1.1 Attachment A.1 – System Requirements
 - 1.1.2 Attachment A.2 – System Interfaces
 - 1.1.2.1 Attachment A.2.1 – Design Documents for eCaps and eHR Interfaces
 - 1.1.3 Attachment A.3 – Acceptance Certificate
 - 1.1.4 Attachment A.4 – Third Party Products
 - 1.1.5 Attachment A.5 – Minimum System Requirements
 - 1.1.6 Attachment A.6 – Performance Requirements Summary
 - 1.1.7 Attachment A.7 – Contract Discrepancy Report
 - 1.1.8 Attachment A.8 – Program Background and Requirements
 - 1.1.9 Attachment A.9 – Deliverable Expectation Document
 - 1.1.10 Attachment A.10 – Statement of Work, County Counsel CRM API & New Interfaces
 - 1.1.11 Attachment A.11 – Statement of Work, Absence/Leave Management
 - 1.1.12 Attachment A.12 – Statement of Work, Vendor Management Enhancements to Modules 1 and 2
 - 1.1.13 Attachment A.13 – Statement of Work, Absence/Leave Enhancements to Module 3
 - 1.1.14 Attachment A.14 – Statement of Work, PRA Enhancements to all

		Modules and Miscellaneous Enhancements to Module 3
1.1.15		Attachment A.15 – Statement of Work, Miscellaneous PSO Services to Modules 2 and 3
1.1.16		Attachment A.16 – Claimant Name Enhancements
1.1.17		Attachment A.17 – System Changes / Enhancements, Workers’ Compensation
1.1.18		Attachment A.18 – System Changes / Enhancements, Liability Claims
1.1.19		Attachment A.19 – System Changes / Enhancements, Absence Management / Disability Compliance
1.1.20		Attachment A.20 – Module Five
1.2	EXHIBIT B	Pricing Schedule
1.3	EXHIBIT C	Contractor’s Proposed Schedule [Incorporated by reference]
1.4	EXHIBIT J	Service Level and Warranty Agreement
1.5	EXHIBIT K	Maintenance and Support Agreement
1.6	EXHIBIT L	Information Security and Privacy Requirements
1.7	EXHIBIT M	Business Associate under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)
1.8	EXHIBIT Q	Background Investigation
1.8.1		EXHIBIT Q-1 Background Investigation Criteria

1.8.2	EXHIBIT Q-2 Background Investigation Certification
1.9	EXHIBIT G Forms Required at the Time of Agreement Execution
1.9.1	EXHIBIT G-1 Contractor Acknowledgement and Confidentiality Agreement
1.9.2	EXHIBIT G-2 Contractor Employee Acknowledgement and Confidentiality Agreement
1.9.3	EXHIBIT G-3 Contractor Non- Employee Acknowledgement and Confidentiality Agreement
1.10	EXHIBIT D Contractor's EEO Certification
1.11	EXHIBIT E County's Administration
1.12	EXHIBIT F Contractor's Administration
1.13	EXHIBIT H Jury Service Ordinance
1.14	EXHIBIT I Safely Surrendered Baby Law
1.15	EXHIBIT N County of Los Angeles Request for Proposals for Risk Management Information System (Seeking Fully Managed Solution) CAIC RFP 2016-01 [Incorporated by reference]
1.16	EXHIBIT O Response to Request for Proposals for Risk Management Information System (Seeking Fully Managed Solution) CAIC RFP 2016-01 dated September 6, 2016, submitted by Ventiv Technology, Inc. [Incorporated by reference]
1.17	EXHIBIT P Contractor's Direct Competitors
1.18	EXHIBIT R Compliance with Fair Chance Employment Hiring Practices Certification
1.19	EXHIBIT S RESERVED

For the avoidance of doubt, Exhibit N (County of Los Angeles Request for Proposals for Risk Management Information System (Seeking Fully

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Six to be executed on its behalf by its duly authorized officials:

COUNTY OF LOS ANGELES:

CONTRACTOR: VENTIV TECHNOLOGY, INC.

By _____
FESIA A. DAVENPORT
Chief Executive Officer

By _____
MELLONEY DOUCE
General Counsel

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

DAWYN R. HARRISON
County Counsel

By _____
TRUC LUU MOORE
Principal Deputy County Counsel

EXHIBIT A (STATEMENT OF WORK) ATTACHMENT A.20 – MODULE FIVE

AMENDMENT SIX - CHANGE CONTROL CONTENT

This Amendment includes the following items for Module Five as Optional Work under the Agreement:

				TOTAL COST		HOURS		
				One Time	Annual	Total	PSO	DEV/QA
MODULE 5 - COUNTY COUNSEL WC CLAIMS DIVISION LEGAL MATTER MANAGEMENT				Carolyn McQueen				
ITEM 1	CC#47	(CLA-1506) - Create Custom Intake Screen – CLF Payment Request and Payment Processing	LAC-5365	\$39,000.00	\$5,265.000	200	80	120
ITEM 2	CC#48	(CLA-1632) - Data Conversion from CRM and iManage	LAC-5407	\$119,535.00	\$0.000	613	613	0
ITEM 3	CC#49	(CLA-1633) - Legal Matter Document Image Assignment	LAC-5439	\$21,450.00	\$3,510.000	110	30	80
ITEM 4	CC#50	(CLA-1634) - User Document - Legal Matter Documentation	LAC-5464	\$6,240.00	\$0.000	32	32	0
ITEM 5	CC#51	(CLA-1635) - Workflow to support Legal Matter	LAC-5449	\$19,305.00	\$2,808.000	99	35	64
ITEM 6	CC#52	(CLA-1636) - Legal Matter Calendar Tab (calendar across all legal matters)	LAC-5451	\$4,875.00	\$0.000	25	25	0
ITEM 7	CC#53	(CLA-1637) - Legal Matter Diary - Display on Calendar Checkbox	LAC-5455	\$11,700.00	\$1,755.000	60	20	40
ITEM 8	CC#54	(CLA-1638) - Sticky Note - Display on Claim	LAC-5452	\$16,575.00	\$2,632.500	85	25	60
ITEM 9	CC#55	(CLA-1639) - Legal Matter Content - Checkbox - Display Linked Claim(s) Content	LAC-5453	\$20,475.00	\$3,510.000	105	25	80
ITEM 10	CC#56	(CLA-1640) - Content Tab - Add Package to Type Dropdown	LAC-5458	\$16,575.00	\$2,632.500	85	25	60
ITEM 11	CC#57	(CLA-1641) - Package - Preview Pane	LAC-5456	\$8,580.00	\$1,053.000	44	20	24
ITEM 12	CC#58	(CLA-1642) - Forwarding email to CE - Enhance to allow for multiple claims or legal matters on single subject line	LAC-5454	\$16,575.00	\$2,632.500	85	25	60
ITEM 13	CC#59	(CLA-1643) - User Mail - Legal Matter Owner	LAC-5460	\$6,240.00	\$0.000	32	32	0
MODULE 5 - FIRE DEPARTMENT RETURN TO WORK ADMINISTRATION				Alex Rossi / Chief Robert Gunther				
ITEM 14	CC#61	(CLA-1677) - Data Conversion - Fire Department Access DB	LAC-5491	\$49,725.00	\$0.000	255	255	0
ITEM 15	CC#62	(CLA- 1678) Fire Department WC Claim RW Access and Department RTW Tracking	LAC-5493	\$115,635.00	\$0.000	593	593	0
				\$472,485.00	\$25,798.50	2423	1835	588

Cost Calculations

- One-time Implementation cost for Optional Work for Module Five is calculated using \$195/hour
- Support Services Fees are calculated based on 22.5% of Dev/QA Hours

Statement of Work Details

- Statement of Work details for Module Five is contained herein in Exhibit A.20 (Module 5).

Tasks and Deliverables

- Payment Milestones for One-time Implementation Cost for Module Five
 - Contractor shall deliver each of the fifteen (15) items detailed herein as a separate Deliverable for Module Five. Contractor will be able to invoice for each item upon Sign off on successful UAT testing at 100% completion and County's execution of an Acceptance Certificate for each Deliverable.

Acceptance Criteria

- Each Deliverable's functionality works within the System per the signed off specifications

County Counsel WC Claims Division Legal Matter Management

ITEM 1 – Create Custom Intake Screen – CLF Payment Request and Payment Processing

Change Control #	#47
Change Control Name	(CLA-1506)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	08/02/2022
Contract Referenced	CONTRACT AO-1 8-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Provide Contract Law Firms the ability to submit invoice requests for payment via a custom intake form, allowing the CLF to provide all pertinent details on the invoice record and associated documentation and activity. The request will generate an invoice record in Claims Enterprise and once approved a payment will be created on the claim record.
Business Justification	WC Division of County Counsel is looking for a solution to streamline the Contract Law Firm invoicing. Currently the invoicing is manual and time consuming to receive, review, forward to TPA for manual entry.
Impact of not Proceeding with Change	The WC Division and TPA will have to continue to manually process invoice requests.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$39,000; Annual Recurring Cost \$5,265

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	80	\$195	\$15,600.00
Custom Development/QA	120	\$195	\$23,400.00
Totals	200		\$39,000.00

DELIVERABLE 1 FOR MODULE 5: 100% completion of Item 1 and successful UAT Testing.

Change Control Details

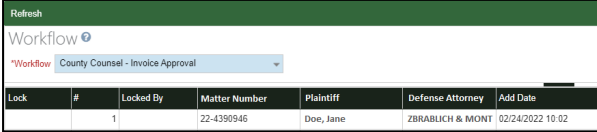
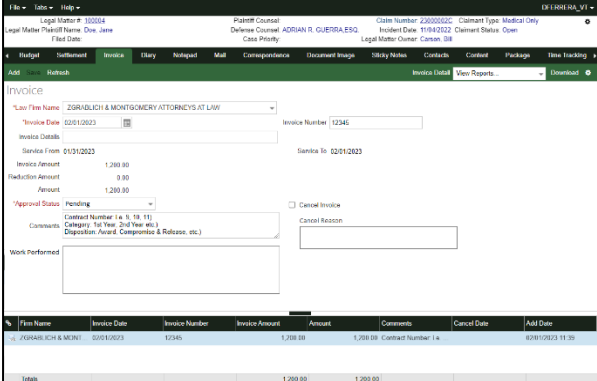
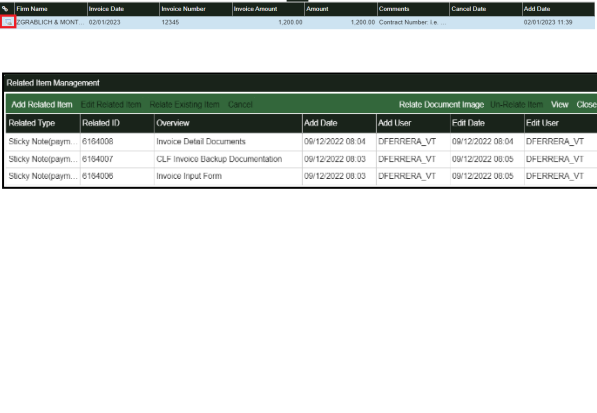
The enhancement to the WC Claims Division CLF Invoicing in Claims Enterprise will be handled via the creation of an invoice transaction for a custom intake screen. Upon invoice approval a claim payment will be created for further processing. The changes to Ventiv Claims Enterprise include:

The WC Claims Division CLF Invoicing in Claims Enterprise will be handled via the creation of an invoice transaction. Upon invoice approval a claim payment will be created for further processing. The process of creating and managing this invoice record includes the following high-level steps:

- Custom Intake Screen
- Claim / Matter / Vendor Verification
- Attachments – Invoice supporting documentation (file upload)
- Legal Matter Invoice Transaction
- Workflow Queue
- Approval Process
- Payment Creation
- Cancel Process
- Custom Business Rule – Cancellation Notification

The following are the important details during intake and payment activity

	<p>Custom Intake Screen</p> <ul style="list-style-type: none"> • Vendor Connects to URL • Vendor Connects to URL • Intake Screen to allow CLF the ability to submit invoice for payment authorization based on a combination of the CE claim, matter number, and vendor information. • Custom screen will be configurable by County using standard page configuration and security
	<p>Invoice Details (LM Invoice / Invoice Detail)</p> <ul style="list-style-type: none"> • Contract number: Dropdown list that allows the user to select the proper contract number. (i.e., Contract 9, Contract 10, etc.) • Category: Dropdown list will be used to select the contract year identifier. (i.e., Payment 1st Year, Payment 2nd Year - 1st half, Payment 2nd Year - 2nd half etc.) • Disposition: Dropdown list to select disposition identifier ((i.e., Award, Compromise & Release, Findings and Order, Lien Order) • Work Performed Details including dates etc. - Freeform • Additional payment details items entered.
	<p>Attachments</p> <ul style="list-style-type: none"> • Vendor will have the ability to upload backup documentation related to the payment request. (one to many) • Category: To be defined by County (i.e., Last Legal Status Report, Invoice, etc.) • All documentation uploaded will be Linked via Related Items to the Invoice record and once invoice approved for payment, the documentation will be Linked via Related Items to the payment record (including a saved copy of the input form)
	<p>Duplicate Invoice Checking (invoice and payment)</p> <ul style="list-style-type: none"> • Custom Duplicate checking is performed on submit. (i.e., Vendor, Invoice#, same claim SSN). • 1st pass will be to check against all invoice records on the matter # not cancelled.

	<ul style="list-style-type: none"> • 2nd pass will be to check against all payments on the master claim associated with the matter # that are not cancelled. • If a duplicate record is identified, the payment submission will not be allowed. This follows suit with County eCAPS requirements of not allowing the same invoice number on the same claim/vendor combination and a Duplicate Message will appear indicating payment cannot be processed. • If there is no duplicate found, the transaction will be inserted into the matter invoice tab County Counsel Review and invoice approval.
	<p>Workflow Queue – Legal Matter</p> <ul style="list-style-type: none"> • Workflow queue will be used to display all invoice requests pending for County Counsel approval. • Once record select the legal matter invoice record will open for further action. • Once the condition no longer applies (i.e., not pending) the record will drop from the workflow.
	<p>Invoice</p> <ul style="list-style-type: none"> • Review Approval Process (Pending, Approved No Pay, Approved Pay) • Once Approval Status set to Approved Pay and saved – Message will appear indicated a payment is going to be added to the claim record (lead claimant) – On submit all standard workflow for payment check performed.
	<p>Attachments</p> <ul style="list-style-type: none"> • The invoice will include the related items associated with the invoice transaction that were added during the submission process. • These documents will be stored in the Sticky Note feature and automatically associated for review by the County Counsel WC Division team. (including saved copy of input form) • Based on the information submitted and associated documentation several determinations would need to be made (i.e., Approve Invoice or Cancel transaction due to insufficient information.

Approval Process

- If County Counsel WC Division has verified all information is correct, the invoice approval status will be changed to either Approved Pay or Approved No Pay.
- Once saved if status I Approve Pay, a payment transaction will be created from the invoice details and all financial approvals will follow existing WC claim approval processes and the payment will be extracted to eCAPS for issuance.
- Once a payment is created the invoice record is locked.

Payment Created on Lead Claim

Cancel Process

- If County Counsel WC Division has determined the payment transaction is not valid and/or missing pertinent documentation the invoice will be cancelled.
- Clicking on the cancel button will require a “cancel reason” before save.
- During the cancel process the first step would be to document the reason for the cancellation.
- Once the cancellation has been completed, email notification will be submitted to the vendor advising of the cancellation and will insert the reason for the cancellation along with all other pertinent information regarding the payment (i.e., Invoice Number, Date, Amount Service Dates, Claim Number)

Refresh

Description: When Legal Matter Invoice Cancelled

Condition(s):
 System Type: LegalMatter
 Legal Matter Type: All
 Legal Case Priority: All
 Generate in Claim Generate in Matter

Action(s):
 Diary
 Notepad
 Email

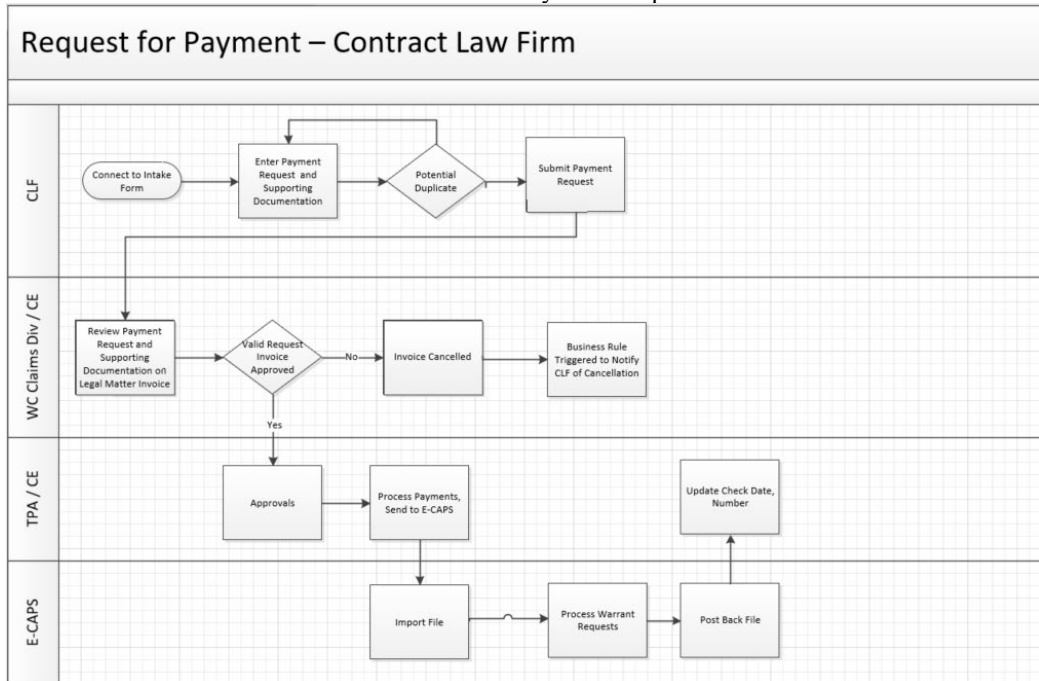
To: [Dropdown]
 Recipient Undefined: [Dropdown]
 Subject: [Text]
 Message: [Text Area]
 Include Guest Link for: [Dropdown] with expiration date: [Text] expiration days: [Text]
 Allow claim mail reply Email edited copy of correspondence master
 Correspondence

Additional Actions:

Options:
 Enabled
 Disable if duplicate rule
 Fire only once
 Rule Comment: [Text Area]
 Relative Order: [Text]
 Applies To: LegalMatter

- Custom Business Rule – Invoice Cancellation
- Business Rule Configuration (will require custom variables, i.e., Cancel Reason, invoice number etc.
 - All standard actions
 - Send email notification of cancelled invoice based on invoice cancel trigger.
 - New Recipient Type to be added to support payment submitter email address.

Below is a workflow of the Contract Law Firm Payment Request Process



ITEM 2 – Data Conversion from CRM and iManage

Change Control #	#48
Change Control Name	(CLA-1632)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	11/03/2022
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	County Counsel WC Claims Division will be moving over to CE. This will require a data conversion from County Counsel CRM to CE for objects related to activity being performed on historical records along with conversion of related documentation in external system referred to as iManage.
Business Justification	Single source system for WC related activities and provide the County Counsel WC Division a system to streamline their daily activities.
Impact of not Proceeding with Change	County Counsel WC Claims division would have to either manage historical activity in CRM and use Claims Enterprise on a go forward basis or manually create Legal Records and manually upload documentation for all active claims regardless of being managed by in-house or via Contract Law Firm.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$119,535; Annual Recurring Cost \$0

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	613	\$195	\$119,535.00
Custom Development/QA	0	\$195	\$0.00

Totals	613		\$119,535.00
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DELIVERABLE 2 FOR MODULE 5: 100% completion of Item 2 and successful UAT Testing.

Change Control Details

The enhancement will support the conversion efforts and program development to import historical records from County Counsel CRM and iManage systems. The changes to Ventiv Claims Enterprise include:

Data Analysis and Mapping
Data Conversion and Reconciliation
Load Reference tables (up to 10 tables)
Match Merge Analysis with existing CE claims
Attachments conversion & providing exceptions

ITEM 3 – Legal Matter Document Image Assignment

Change Control #	#49
Change Control Name	(CLA-1633)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	11/21/2022
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	The mass document image import feature within CE unit needs the ability to assign document images to Legal Matters, once assigned the documents become part of the permanent electronic legal file.
Business Justification	Allows the business unit to scan document images in mass and upload into CE for record assignment vs having to manually search for a record and then upload one document at a time.
Impact of not Proceeding with Change	Manually index a record and upload the document one record at a time.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$21,450; Annual Recurring Cost \$3,510

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	30	\$195	\$5,850.00
Custom Development/QA	80	\$195	\$15,600.00
Totals	110		\$21,450.00

DELIVERABLE 3 FOR MODULE 5: 100% completion of Item 3 and successful UAT Testing.

Change Control Details

The enhancement to the document image assignment feature within Claims Enterprise provide the ability to assign document images to Legal Matters. The changes to Ventiv Claims Enterprise include:

1. From the document image assignment feature add Legal Matter to the type dropdown. Once selected the Legal Matter Search screen will appear for matter indexing.
2. All other document image assignment features are available (index metadata, image queues, split, etc.)

The screenshot displays two overlapping software screens. The top screen is titled 'Legal Matter Search' and contains several search filters:

- Legal Matter Number, Legal Matter Owner, Law Firm (with a checkmark), Paralegal, Claim Number, Case Priority.
- Legal Matter Type, Legal Matter Oversight, Attorney, Plaintiff Name, Docket Number, Case Name.
- Legal Matter Status, Filed From, Filed Through, Served From, Served Through.

 Below the filters is a table header with columns: Legal Matter Number, Case Name, Legal Matter Type, Legal Matter Status, Legal Matter Owner, Case Priority, Filed Date, Served Date, Claim Number, Claim Status, and Alternate. The table content is mostly obscured by a large dark overlay.

The bottom screen is titled 'Assign' and contains a 'Reset' section with various filters:

- Document Group, Document Status, Reviewed (checkbox), Active (checkbox checked), Reviewed Date, Scan Date (12/17/2020), Reference Start Date.
- Document Type, Priority, Confidentiality, Queue (LB - County Counsel), Received Date (12/17/2020), Document Date (12/17/2020), Assigned Date (checkbox), Reference End Date.
- Incident Level (checkbox), Description dropdown, and Instructions text area.

ITEM 4 – User Document - Legal Matter Documentation Review

Change Control #	#50
Change Control Name	(CLA-1634)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	11/21/2022
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	The User Document will be enhanced to display all incoming documents indexed from document image assignment to the Legal Matter. It will support one to many reviewers using a custom business rule for assignment based on reviewer role (i.e. legal matter owner, paralegal or legal matter oversight).
Business Justification	The feature allows users to see all unreviewed document image records assigned to the user in a single view.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will continue to be used and manual efforts would need to occur to review incoming records assigned to legal matters.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$6,240; Annual Recurring Cost \$0

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	32	\$195	\$6,240.00
Custom Development/QA	0	\$195	\$0.00
Totals	32		\$6,240.00

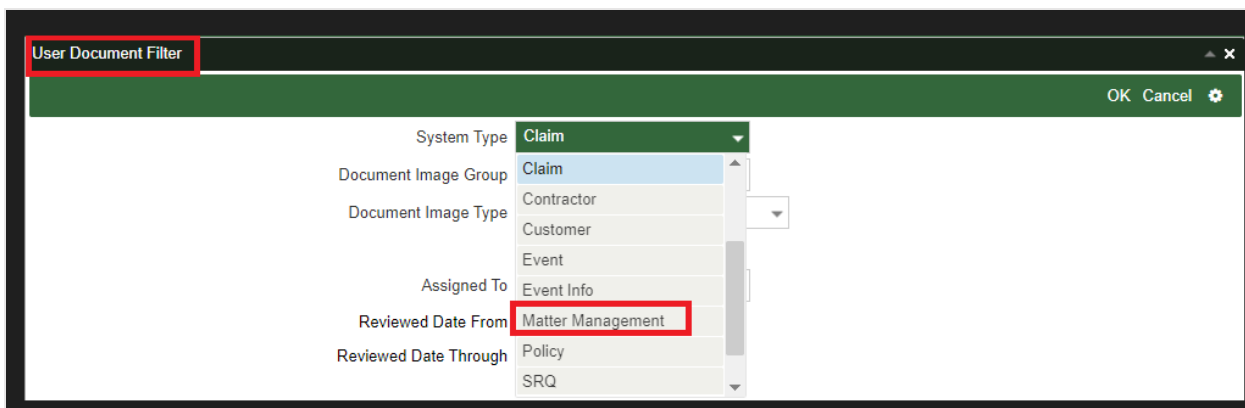
DELIVERABLE 4 FOR MODULE 5: 100% completion of Item 4 and successful UAT Testing.

Change Control Details

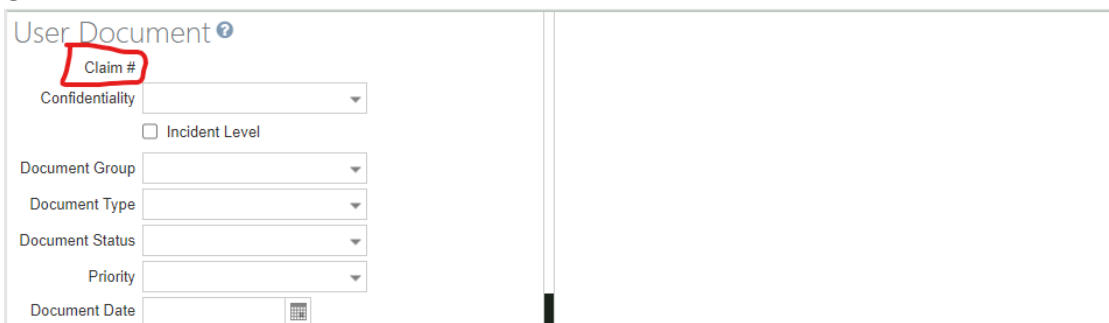
The enhancement to the User Document will be to display all incoming documents indexed to a legal matter. The changes to Ventiv Claims Enterprise include:

1. Add Matter Management as a filter option on User Document
2. When user selects a document to be reviewed it will display the associated legal matter number information.
3. Update the existing Document Image Assignment Rule reference table to support legal matter document image types and legal matter review roles.
4. Update custom business rule that creates the review records when document images are added based on document image assignment rule reference table records.

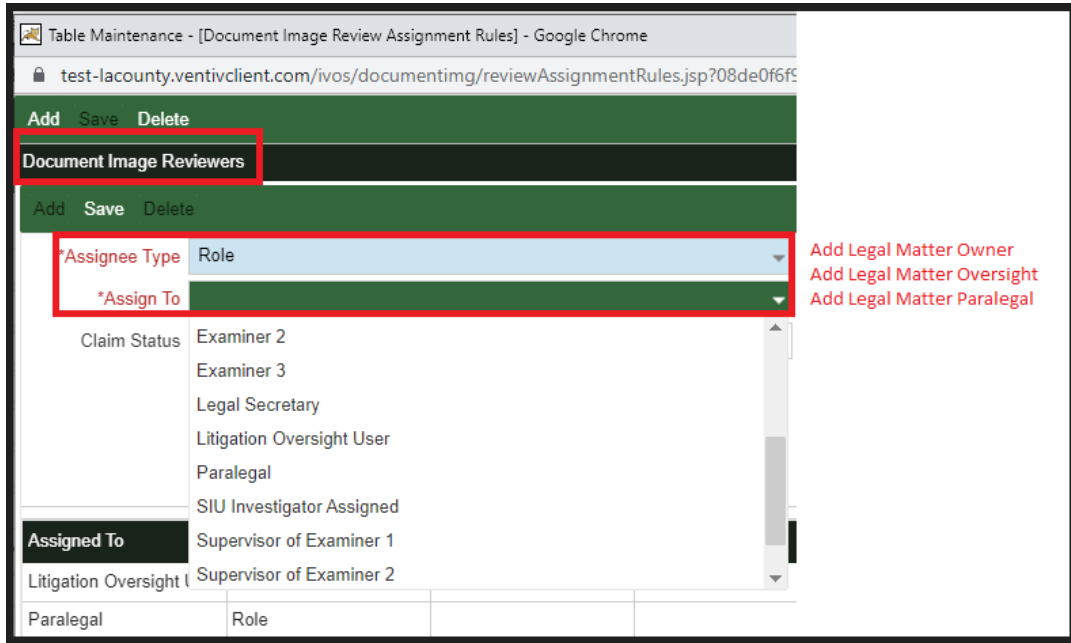
User Document Filter



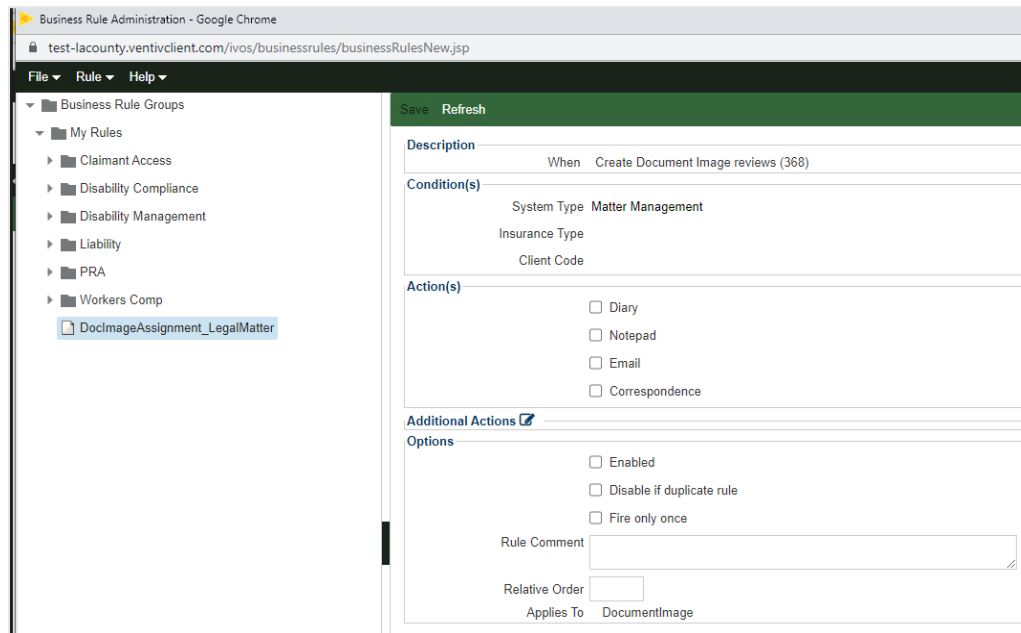
User Document View



Document Image Review Assignment Rules Reference Table



Business Rule



ITEM 5 – Workflow to support Legal Matter

Change Control #	#55
Change Control Name	(CLA-1635)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	11/21/2022
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Ability to develop workflow routines using the legal matter component that will link down to Legal Matter.
Business Justification	Provides County with a single view of all actionable items for review based on business logic (i.e., all pending invoices etc.).
Impact of not Proceeding with Change	If the system is not modified, alternative workflow will need to be defined and user will have to manually index a matter and then navigate to the appropriate page for action.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$19,305; Annual Recurring Cost \$2,808

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	35	\$195	\$6,825.00
Custom Development/QA	64	\$195	\$12,480.00
Totals	99		\$19,305.00

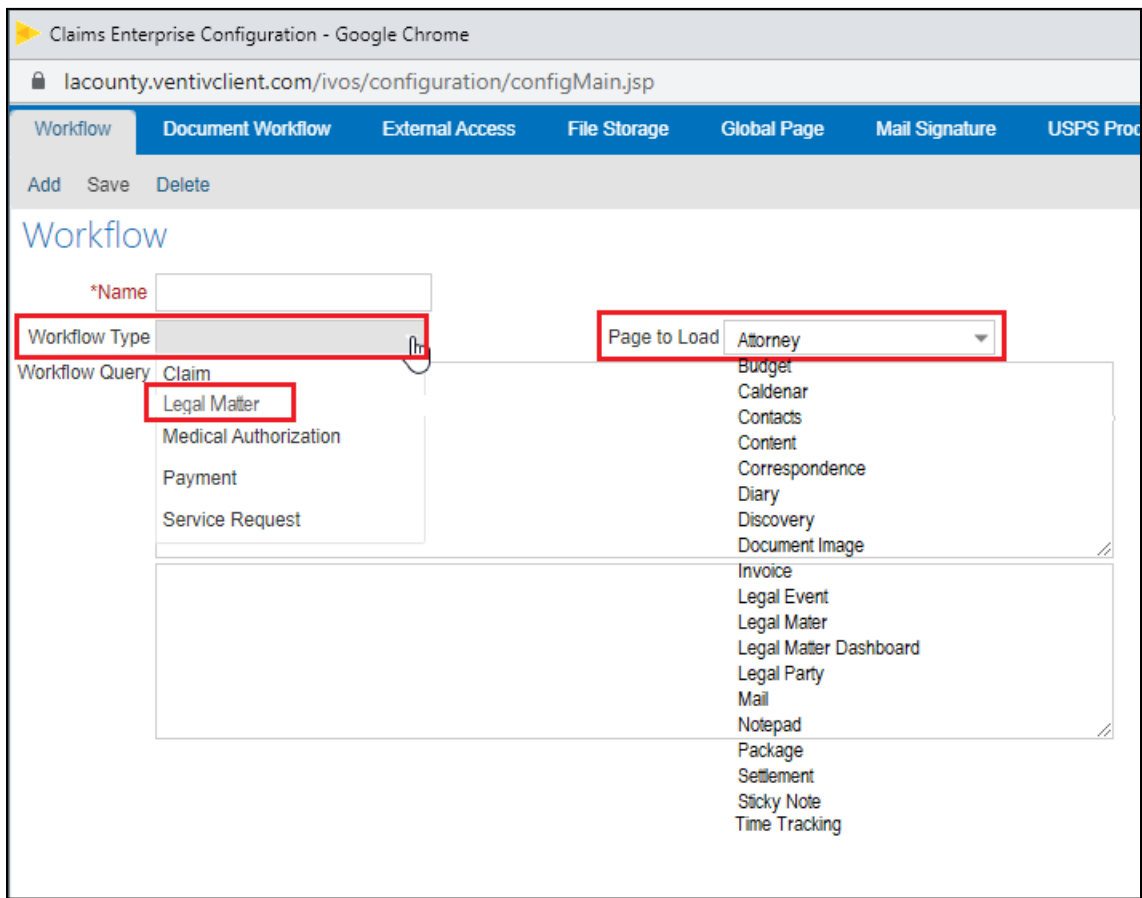
DELIVERABLE 5 FOR MODULE 5: 100% completion of Item 5 and successful UAT Testing.

HOA.104371771.1Contract No. AO-18-411
Amendment Six – Ventiv Technology, Inc.

Change Control Details

The enhancement to the workflow feature is to provide the ability to develop workflow routines using the legal matter component that will link down to Legal Matter. The changes to Ventiv Claims Enterprise include:

1. Add New Workflow Type: Legal Matter
2. Based on Legal Matter Workflow type add the various page objects to load



ITEM 6 – Legal Matter Calendar Tab (calendar across all legal matters)

Change Control #	#52
Change Control Name	(CLA-1636)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	11/21/2022
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Ability to search all calendar entries including Matter events and show it on the calendar.
Business Justification	Provides the user a single view calendar to view all event related to legal matter activity.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will be to use external outlook calendar system and not have integration with claims system.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$4,875; Annual Recurring Cost \$0

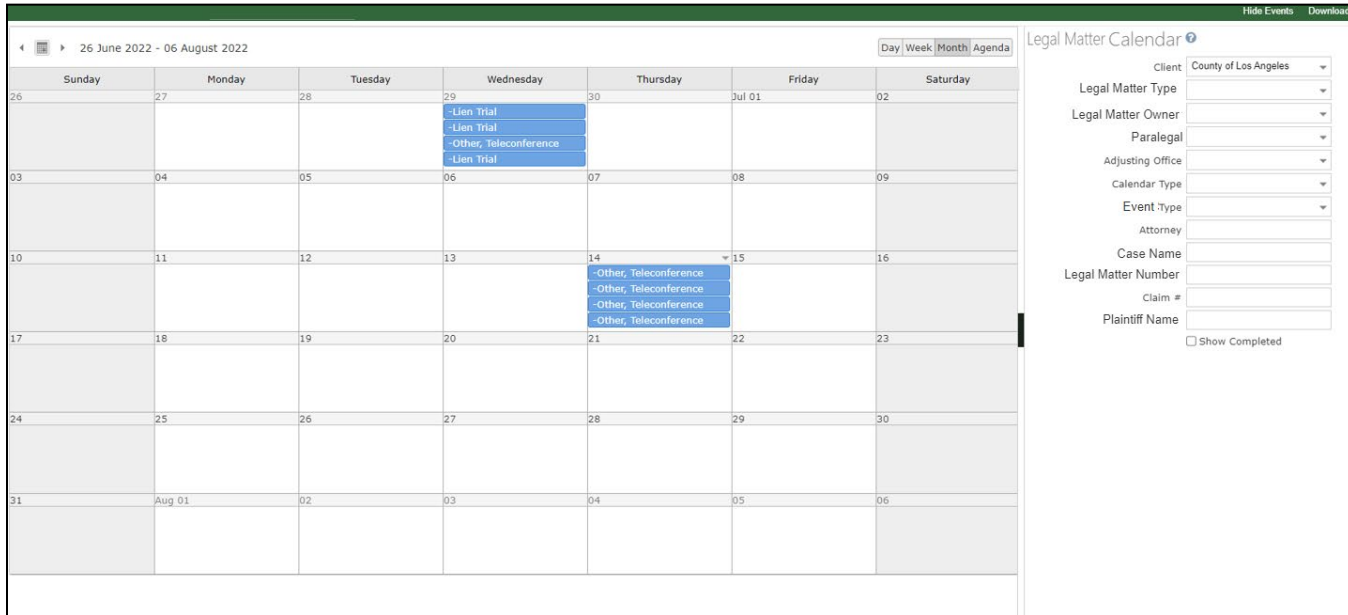
Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	25	\$195	\$4,875.00
Custom Development/QA	0	\$195	\$0.00
Totals	25		\$4,875.00

DELIVERABLE 6 FOR MODULE 5: 100% completion of Item 6 and successful UAT Testing.

HOA.104371771.1Contract No. AO-18-411
Amendment Six – Ventiv Technology, Inc.

Change Control Details

The enhancement is to provide the ability to search all calendar entries including Matter events and show it on the calendar.



Note: If the enhancement to use show Diaries in Calendar is approved, they will be included on the calendar and add a hide Diaries option.

ITEM 7 – Legal Matter Diary - Display on Calendar Checkbox

Change Control #	#53
Change Control Name	(CLA-1637)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	01/19/2023
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Add display on calendar checkbox to the Diary tab. If checked the diary will show on the Legal Matter Calendars (matter and main)
Business Justification	Provides ability for user to add diary records to the master calendar, which in turn can be exported and imported into Outlook if desired.
Impact of not Proceeding with Change	If the system is not modified the user will not have full visibility on the Calendar and will need to manually enter records.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$11,700; Annual Recurring Cost \$1,755

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	20	\$195	\$3,900.00
Custom Development/QA	40	\$195	\$7,800.00
Totals	60		\$11,700.00

DELIVERABLE 7 FOR MODULE 5: 100% completion of Item 7 and successful UAT Testing.

Change Control Details

The enhancement to the Legal Matter Diary tab is to add a checkbox "Display on Calendar". If this box is checked and diary is not complete, the diary would show on the Legal Matter Calendar for both the Legal Matter and the Main Legal Matter Calendar.

The screenshot shows a web form titled "Diary" with a green header bar containing "Add", "Save", "Refresh", and "Diary Schedule". The form fields include: "*Diary Type" (dropdown), "Days" (text input), "*Review Date" (date picker), "Diary Priority" (dropdown), " Display on Calendar" (checkbox, highlighted with a red border), "Confidentiality" (dropdown), "*Recipient" (dropdown), " Completed" (checkbox), and "From" (text input). A large "Message" text area is located at the bottom of the form.

ITEM 8 – Sticky Note - Display on Claim

Change Control #	#54
Change Control Name	(CLA-1638)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	01/19/2023
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Add the Display on Claim feature to Sticky Notes.
Business Justification	Ability for the TPA to see documentation associated to the Legal Matter sticky note feature at the claim level (one to many).
Impact of not Proceeding with Change	If the system is not modified, the workflow would need to be that the image would need to be downloaded and provided to the TPA for manual upload.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$16,575; Annual Recurring Cost \$ 2,632.50

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	25	\$195	\$4,875.00
Custom Development/QA	60	\$195	\$11,700.00
Totals	85		\$16,575.00

DELIVERABLE 8 FOR MODULE 5: 100% completion of Item 8 and successful UAT Testing.

Change Control Details

The enhancement to the Legal Matter Sticky Note object is to allow the end user to select if they would like for the record to be displayed on the claim (list of legal matter claims) dropdown list.

The screenshot shows a web interface for creating a sticky note. At the top, there are buttons for 'Add', 'Save', and 'Refresh'. The main heading is 'Sticky Note'. Below this, there is a file upload section with a 'Choose File' button and the text 'No file chosen'. There is an 'Overview' text input field and a 'Sticky Note Category' dropdown menu. A red box highlights the 'Attached To' section, which contains a 'Display on Claim' dropdown menu. Below the form is a table with the following data:

Sticky Note Type	File Name	Overview	Sticky Note Category	Add Date	Add User	Edit Date	Edit User	Related To
text/plain	edi23.txt	Test 2	Legal	01/26/2023 11:54	DFERRERA_VT	01/26/2023 11:54	DFERRERA_VT	matter
text/plain	VendorRestrict.txt	Description	Correspondence	01/26/2023 11:53	DFERRERA_VT	01/26/2023 11:54	DFERRERA_VT	matter

ITEM 9 – Legal Matter Content - Checkbox - Display Linked Claim(s) Content

Change Control #	#55
Change Control Name	(CLA-1639)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	01/19/2023
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Add a checkbox to Legal Matter Content Tab that can be checked to "Display Linked Claim(s) Content".
Business Justification	If the checkbox is checked, the content will display all documentation associated with the legal matter claims without having to navigate to each claim individually to view.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will continue and the user will have to navigate to each claim individually to review documentation and take additional actions.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$20,475; Annual Recurring Cost \$3,510

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	25	\$195	\$4,875.00
Custom Development/QA	80	\$195	\$15,600.00
Totals	105		\$20,475.00

DELIVERABLE 9 FOR MODULE 5: 100% completion of Item 9 and successful UAT Testing.

HOA.104371771.1Contract No. AO-18-411
Amendment Six – Ventiv Technology, Inc.

Change Control Details

The enhancement to the Legal Matter Content Tab – Add a checkbox that can be checked to "Display Linked Claim(s) Content". If this box is checked then the content tab would display all content for claims that have been linked to the legal matter.

In addition, all standard Content features are available (i.e., preview, download, package etc.)

The screenshot shows a software interface with a table of content items. At the top, there are navigation options: 'Create a Package', 'Add to Package', and 'Refresh'. Below this is a 'Content' header with a search icon. A dropdown menu shows 'Date Range' set to 'Past 45 Days' and 'Type' set to 'All'. There are also radio buttons for 'Preview Pane' (Off) and 'On'. A red box highlights a checkbox labeled 'Display Linked Claim Content'. The table below has columns for Record Type, Address, First Level Group, Second Level Group, Date, Description, Confidentiality, Add Date, Add User, Status, Edit Date, and Edit User. The table contains five rows of data.

Record Type	Address	First Level Group	Second Level Group	Date	Description	Confidentiality	Add Date	Add User	Status	Edit Date	Edit User
<input type="checkbox"/> Sticky Note		Legal		01/26/2023 11:54	wd23.txt		01/26/2023 11:54	DFERRERA_VT		01/26/2023 11:54	DFERRERA_VT
<input type="checkbox"/> Sticky Note		Correspondence		01/26/2023 11:54	VendorRestrict.txt		01/26/2023 11:53	DFERRERA_VT		01/26/2023 11:54	DFERRERA_VT
<input type="checkbox"/> Document Image		Legal Matter	Legal Matter Doc Type		LM DOC 3		01/30/2023 13:52	DFERRERA_VT		01/30/2023 13:52	DFERRERA_VT
<input type="checkbox"/> Document Image		Legal Matter	Legal Matter Doc Type		LM DOC 2		01/30/2023 13:52	DFERRERA_VT		01/30/2023 13:52	DFERRERA_VT
<input type="checkbox"/> Document Image		Legal Matter	Legal Matter Doc Type		LM DOC 1		01/30/2023 13:51	DFERRERA_VT		01/30/2023 13:51	DFERRERA_VT

Record count: 5

ITEM 10 – Content Tab – Add Package to Type Dropdown

Change Control #	#56
Change Control Name	(CLA-1640)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	01/19/2023
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Add package to the available options to display on the content tab.
Business Justification	Having package included on the Content tab provides the end user a single view for all documentation without having to navigate to the individual tabs.
Impact of not Proceeding with Change	If the system is not modified, the existing workflow will continue and in order to see packages related to either Legal Matter or Claim user would navigate to the package tab.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$16,575; Annual Recurring Cost \$2,632.50

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	25	\$195	\$4,875.00
Custom Development/QA	60	\$195	\$11,700.00
Totals	85		\$16,575.00

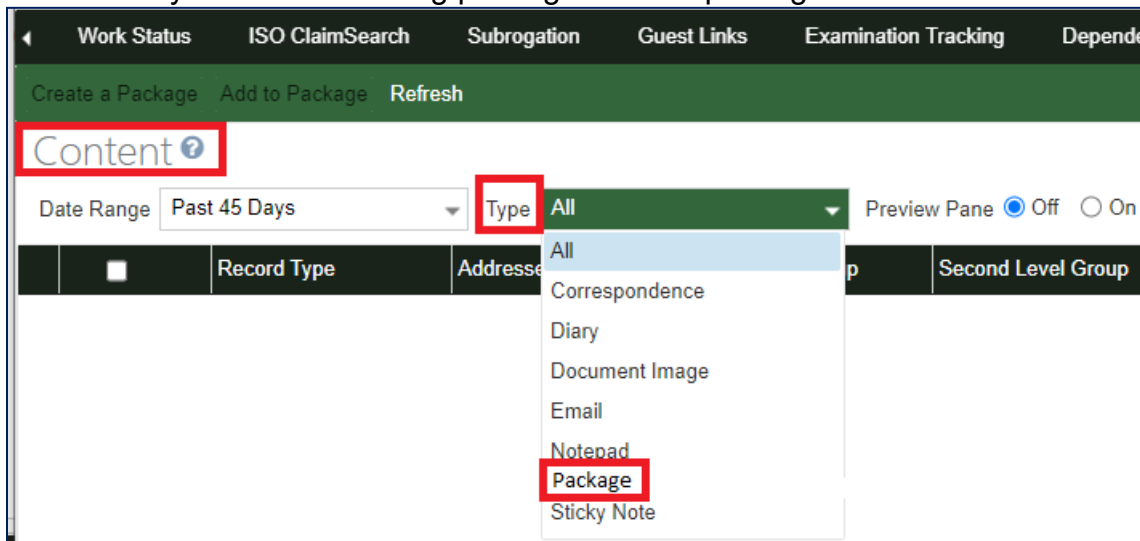
DELIVERABLE 10 FOR MODULE 5: 100% completion of Item 10 and successful UAT Testing.

HOA.104371771.1Contract No. AO-18-411
Amendment Six – Ventiv Technology, Inc.

Change Control Details

The enhancement to Content tab to display Package objects. The content tab today contains various objects (Correspondence, Diary, Document Image, Email, Notepad and Stick Note) as available options. The changes to Ventiv Claims Enterprise include:

1. Ability to also see Package from Content for full view of content management.
2. Ability to include existing packages in new packages.



ITEM 11 – Package – Preview Pane

Change Control #	#57
Change Control Name	(CLA-1641)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	01/19/2023
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Add preview pane on package items. See change control details section below.
Business Justification	Users need the ability to view multiple documents for claim reviews etc., this feature will allow the user to create a package and during a review session navigate between all documents needed for the review.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will continue, and user will have to navigate to the individual documents on either the document image tab or sticky note tab and download to view.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$8,580; Annual Recurring Cost \$1,053

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	20	\$195	\$3,900.00
Custom Development/QA	24	\$195	\$4,680.00
Totals	44		\$8,580.00

DELIVERABLE 11 FOR MODULE 5: 100% completion of Item 11 and successful UAT Testing.

HOA.104371771.1Contract No. AO-18-411
Amendment Six – Ventiv Technology, Inc.

Change Control Details

The enhancement to the Package item's view it to provide a preview pane to display selected items. If the document can be rendered on click it will display and if not download on click similar to Content.

The screenshot displays a software interface with a top navigation bar containing 'Create File Copy', 'Submit', and 'Cancel'. Below this, a header section shows 'Package # 23823', 'Status: Unsubmitted', 'Package Type: File Copy', and 'Description: Legal Matter Package Example'. A secondary navigation bar includes 'Items', 'Recipients', 'Save', 'Cancel', 'Remove', 'Move Up', 'Move Down', 'Refresh', and 'Download'. The main area features a table with the following data:

Record Type	Address	First Level Group	Second Level Group	Date	Description	Confidentiality	Add Date	Add User	Status	Edit Date	Edit User
<input checked="" type="checkbox"/> Document Image		Legal Matter	Legal Matter Doc Type		LM DOC 1		01/30/2023 13:51	DFERRERA_VT		01/30/2023 13:51	DFERRERA_VT
<input type="checkbox"/> Document Image		Legal Matter	Legal Matter Doc Type		LM DOC 2		01/30/2023 13:52	DFERRERA_VT		01/30/2023 13:52	DFERRERA_VT
<input type="checkbox"/> Document Image		Legal Matter	Legal Matter Doc Type		LM DOC 3		01/30/2023 13:52	DFERRERA_VT		01/30/2023 13:52	DFERRERA_VT

Below the table is a 'Document Image' preview pane. The pane title is 'Document Image' and the content area displays 'LEGAL MATTER DOCUMENT ONE'. The preview pane includes a toolbar with a search icon, a magnifying glass icon, a refresh icon, and a close icon. The bottom right corner of the preview pane shows 'Record count: 3'.

ITEM 12 – Forwarding Mail to Multiple Claims / Legal Matters at Once

Change Control #	#58
Change Control Name	(CLA-1642)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	01/19/2023
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Allow ability to forward mail from an external mail system to multiple claims or matter on a single submission.
Business Justification	Ensures that documentation is added to each claim or matter without having to send multiple email message for each.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will continue and The user will have to send multiple email messages, one record at a time.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$16,575; Annual Recurring Cost \$2,632.50

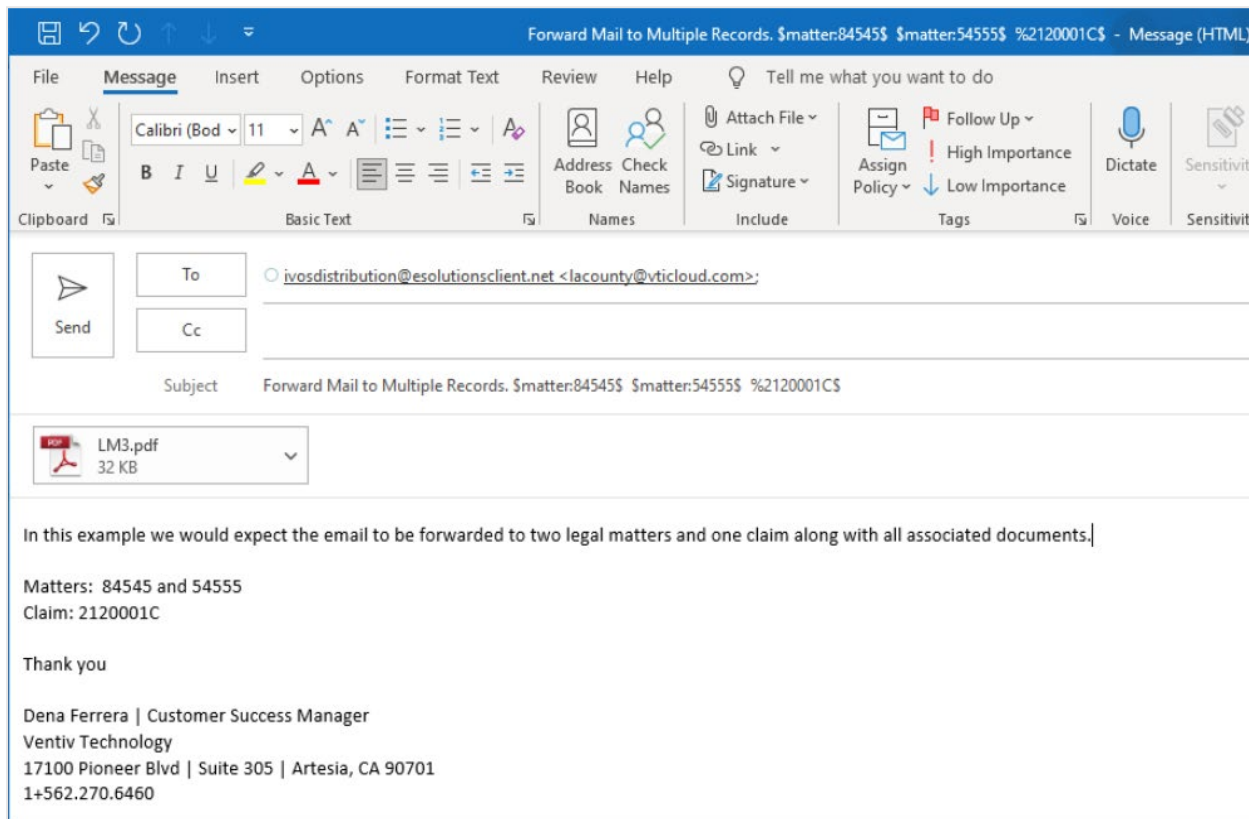
Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	25	\$195	\$4,875.00
Custom Development/QA	60	\$195	\$11,700.00
Totals	85		\$16,575.00

DELIVERABLE 12 FOR MODULE 5: 100% completion of Item 12 and successful UAT Testing.

HOA.104371771.1Contract No. AO-18-411
Amendment Six – Ventiv Technology, Inc.

Change Control Details

The enhancement to the Forwarding Mail feature. Allow for more than one claim/matter number to be sent on a single message. Attachments and email will be stored on each respective claim/matter identified in subject line.



ITEM 13 – User Mail - Legal Matter Owner

Change Control #	#59
Change Control Name	(CLA-1643)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	01/19/2023
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Add legal matter mail to user mail based on Legal Matter Owner.
Business Justification	Since matters are assigned to a legal matter owner it provides the owner visibility into all mail associated with their records in a single view. The feature provides immediate access to all incoming and outgoing mail.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will continue and to see any mail user would have to navigate to the matter mail tab.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

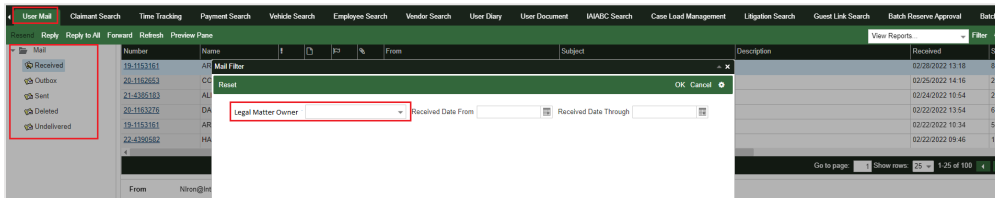
One-time Cost \$6,240; Annual Recurring Cost \$0

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	32	\$195	\$6,240.00
Custom Development/QA	0	\$195	\$0.00
Totals	32		\$6,240.00

DELIVERABLE 13 FOR MODULE 5: 100% completion of Item 13 and successful UAT Testing.

Change Control Details

The enhancement to the User Mail feature is to display mail for legal matters associated to a Legal Matter Owner (similar to examiner).



Fire Department Return to Work Administration

ITEM 14 – Data Conversion – Fire Department Access DB

Change Control #	#61
Change Control Name	(CLA-1677)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Robert Gunther / Alex Rossi
Date Requested	10/20/2022
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Single source system for WC related activities and provide the Fire Department a system to streamline their daily activities.
Business Justification	The Fire Department Disability division would have to either manage historical activity in external Access Database and use Claims Enterprise on a go forward basis or manually enter detailed information and manually upload documentation for all active and historical claims.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will continue, and the Fire Department will need to track their activity in their internal Access Database.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$; Annual Recurring Cost \$0

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	255	\$195	\$49,725.00
Custom Development/QA	0	\$195	\$0.00
Totals	255		\$49,725.00

Contract No. AO-18-411
Amendment Six – Ventiv Technology, Inc.

DELIVERABLE 14 FOR MODULE 5: 100% completion of Item 14 and successful UAT Testing.

Change Control Details

The enhancement will support the conversion efforts and program development to import historical records from the Fire Department Access Database and file server systems. The changes to Ventiv Claims Enterprise include:

Data Analysis and Mapping
Data Conversion and Reconciliation
Load Reference tables (up to 10 tables)
Match Merge Analysis with existing CE claims
Attachments conversion & providing exceptions

ITEM 15 –Fire Department WC Claim RW Access and Department Tracking

Change Control #	#62
Change Control Name	(CLA-1678)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Robert Gunther / Alex Rossi
Date Requested	10/20/2022
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Provide overall project management, business analysis, configuration, and user interactions for enhanced WC module to support Fire Department RTW Claims Unit business needs.
Business Justification	Streamline department activities on WC claim and avoid duplicate efforts.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will continue, and the Fire Department will need to track their activity in their internal Access Database.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$; Annual Recurring Cost \$0

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	593	\$195	\$115,725.00
Custom Development/QA	0	\$195	\$0.00
Totals	593		\$115,725.00

DELIVERABLE 15 FOR MODULE 5: 100% completion of Item 15 and successful UAT Testing.

Change Control Details

HOA.104371771.1Contract No. AO-18-411
Amendment Six – Ventiv Technology, Inc.

Area	Activity
Project	Project Management
Analysis	Requirement gathering/definition
Analysis	Documentation & Solutioning
Configuration	Claim page(s) configuration
Configuration	Main page(s) configuration
Configuration	Notepad Templates (2 template)
Configuration	Reference Table Updates (around 10 tables)
Configuration	Business Rules (5 standard business rules)
Configuration	Standard Correspondence Templates (3 in Total) (up to 5 custom correspondence variables)
Configuration	Workflow configuration (3 queues)
Configuration	Email template (3 template)
Reporting	Custom CE Reports (3)
Reporting	Assistance with custom reports
Deployment	Deployment and Builds
System testing	End to end role-based testing
Training	End User Training
Training	Claims Intelligence
Project	Project Management
Application Administration	
Claims Management	
<ul style="list-style-type: none"> • Security configuration to allow RW access for various tab for user group(s) • Security configuration to provide RO access for various tabs • Configure correspondence masters • Assist with additional correspondence masters • Reference data setup 	
Reporting	
<ul style="list-style-type: none"> • Update ad-hoc reporting domain • Configure reports using Adhoc reports • Configure reports using CE Reporter • Assistance with additional custom reports 	
Miscellaneous Task	
Business Analysis / Configuration / Program Setup	
Documentation and Solution Design	
Requirement gathering / Business Analysis	
System and Integration Testing	
Deployment and Builds	

Training (End User and Claims Intelligence)
System and Integration Testing

EXHIBIT B

PRICING SCHEDULE

Revised October 17, 2023

EXHIBIT L

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (“Exhibit”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Agreement”) and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Agreement by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Agreement, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.

- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Agreement. Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement,

maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Agreement, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Agreement. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Agreement, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Agreement, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Agreement. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Agreement prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Agreement, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Agreement including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Agreement.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions.

Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Agreement prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Agreement for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Agreement; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Agreement or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Agreement or at any time upon the County's request. On termination or expiration of this Agreement, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located 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.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in

writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, 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 industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar
Chief Information Security Office
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Jho-An Ignacio
Departmental Information Security Officer
500 West Temple Street, Room 783
Los Angeles, CA 90012
(213) 974-1755
jignacio@ceo.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested

by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Agreement and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence

of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Agreement.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. RESERVED.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Agreement, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to :

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Agreement or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.



Peter Loo
ACTING CHIEF INFORMATION OFFICER

CIO ANALYSIS

BOARD AGENDA DATE:

10/17/2023

SUBJECT:

AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE AMENDMENT NUMBER 6 TO AGREEMENT NUMBER AO-18-411 WITH VENTIV TECHNOLOGY, INC., TO IMPLEMENT AND OPERATE A FIFTH MODULE TO THE RISK MANAGEMENT INFORMATION SYSTEM; REQUEST FOR ADDITIONAL POOL DOLLARS

CONTRACT TYPE:

New Contract Sole Source Amendment to Contract #: AO-18-411

SUMMARY:

Description:

The Chief Executive Office (CEO) is requesting delegated authority to execute Amendment Number 6 to the existing Agreement with Ventiv Technology, Inc. for the implementation and operation of a fifth module that adds functionality for County Counsel's Workers' Compensation Claims Division, Fire Department, Workers' Compensation Contract Law Firms, and other users, resulting in system enhancements to the Risk Management Information System (RMIS). Approval of this recommendation will allow County Counsel's Workers' Compensation Claims Division to utilize RMIS and add other enhancements that will improve current workflows. This will require data conversion of historical records from County Counsel's CRM system and Fire's Access database and file server. It will also allow County Counsel's Workers' Compensation Claims Division to streamline Contract Law Firm invoice requests and review/approve invoices by digitally connecting invoice and claims records. Implementation and Software as a Service (SaaS) subscription costs for this module will be \$726,492.

The CEO is also requesting approval of an additional \$16,500,000 in Pool Dollars for future RMIS enhancements and changes, as needed, for a total overall Pool Dollar amount of \$25,616,904. This increase equates to \$1.5 million per year for the remaining 11 years of the Agreement. The additional Pool Dollar amount will increase the Maximum Agreement Sum to \$76,877,668. The original Pool Dollars in the amount of \$9,116,904 has almost been depleted due to various enhancements and upgrades, including an Emergency COVID Vaccine Accommodation and Tracking section that was implemented during the pandemic.

AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE AMENDMENT NUMBER 6 TO AGREEMENT NUMBER AO-18-411 WITH VENTIV TECHNOLOGY, INC., TO IMPLEMENT AND OPERATE A FIFTH MODULE TO THE RISK MANAGEMENT INFORMATION SYSTEM; REQUEST FOR ADDITIONAL POOL DOLLARS

Contract Amount: \$726,492, and \$16,500,000 in Pool Dollars.

FINANCIAL ANALYSIS:

Contract costs:

Module 5 Implementation/Subscription	\$	726,492
Pool Dollars for the remaining 11 years.....	\$	16,500,000

Total Costs:\$ 17,226,492

Notes:

Funding for Module 5 in the amount of \$726,492 and the additional \$16,500,000 in Pool Dollars will increase the Maximum Contract Sum from \$59,651,176 to \$76,877,668. The increase is 50% offset by the Workers’ Compensation Budget and 50% offset by the Insurance Budget. CEO will continue to allocate funding for these services in future fiscal years

RISKS:

1. **Quality of Services:** The terms and conditions from the original contract will apply to this Amendment, and some of the exhibits have been updated to reflect the County’s most current versions. The original Agreement was signed in November 2017, after a competitive solicitation, and the implementation was completed in 2021. The Statement of Work for this Amendment is well structured and includes 15 Deliverables – 13 for County Counsel Workers’ Claim Claims Division Legal Matter Management and 2 for Fire Department Return to Work Administration. Each Deliverable includes a description of the work to be performed and the related business justification. Each Deliverable includes a 10% holdback.
2. **Project Management and Governance:** To ensure project success, the Chief Information Officer (CIO) recommends strong project governance, including an Executive Sponsor and dedicated Project Manager to adhere to schedule, budget and scope, and to manager vendor performance. The CIO verified that there will be an Executive Sponsor and Project Manager from CEO Risk Management.
3. **Information Security:** The County’s Office of the Chief Information Security Officer (OCISO) reviewed the Amendment and assessed the project as low risk. The Department Information Security Officer from CEO confirmed that because the original system is a SaaS solution, a SOC II report (independent third-party assessment on security controls) was reviewed with no concerns or issues. Per County Counsel, the original Agreement also includes Cyber Liability insurance with limits of \$15 million.
4. **Contract Risks:** No contract risks have been identified. County Counsel has approved the Amendment as to form. The original Agreement includes Limitation of Liability of three times the Contract Sum and the County’s standard requirements for Commercial General Liability Insurance of \$2 million per occurrence and \$4 million in the aggregate.

AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE AMENDMENT NUMBER 6 TO AGREEMENT NUMBER AO-18-411 WITH VENTIV TECHNOLOGY, INC., TO IMPLEMENT AND OPERATE A FIFTH MODULE TO THE RISK MANAGEMENT INFORMATION SYSTEM; REQUEST FOR ADDITIONAL POOL DOLLARS

PREPARED BY:

Henry Balta

(NAME) DEPUTY CHIEF INFORMATION OFFICER

9/27/2023

DATE

APPROVED:

Peter Loo

PETER LOO, ACTING CHIEF INFORMATION OFFICER

9/27/2023

DATE